

Renard U. Johnson  
Mayor

Dionne Mack  
City Manager



CITY COUNCIL  
Alejandra Chávez, District 1  
Josh Acevedo, District 2  
Deanna Maldonado-Rocha, District 3  
Cynthia Boyar Trejo, District 4  
Ivan Niño, District 5  
Art Fierro, District 6  
Lily Limón, District 7  
Chris Canales, District 8

## **AGENDA FOR THE REGULAR COUNCIL MEETING**

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**February 04, 2025**  
**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: 488-198-754#**

**AND**

**AGENDA REVIEW MEETING**  
**COUNCIL CHAMBERS, CITY HALL**  
**300 N. CAMPBELL AND VIRTUALLY**  
**February 3, 2025**  
**9:00 AM**

**Teleconference phone number: 1-915-213-4096**  
**Toll free number: 1-833-664-9267**  
**Conference ID: 465-528-596#**

Notice is hereby given that an Agenda Review Meeting will be conducted on February 3, 2025 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on February 4, 2025 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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

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

**At the prompt please enter the corresponding Conference ID:**

**Agenda Review, February 3, 2025 Conference ID: 465-528-596#**

**Regular Council Meeting, February 4, 2025 Conference ID: 488-198-754#**

**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 CHAPLAIN RABBI LEVI GREENBERG**

### **PLEDGE OF ALLEGIANCE**

**Cielo Vista Elementary School at the invitation of City Representative Deanna Maldonado-Rocha**

**Joseph Bencomo  
Lola Bencomo  
Sara Bencomo  
Ricky Urbina  
Eva Urbina  
Stella Klaes  
Kai Perez  
Zoe Villegas  
Lucas Villegas**

### **MAYOR'S PROCLAMATIONS**

**El Paso Children's Hospital Day**

**Martha Rios Day & The Lunchbox Day**

**Black History Month**

**The Black El Paso Democrats 39th Annual Political Awareness and Awards Banquet Day**

**Pebble Hills High School Spartan Marching Band 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 January 22, 2025, the Agenda Review Meeting of January 21, 2025, and the Work Session of January 21, 2025. [25-161](#)

#### **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 [25-80](#)

## **CONSENT AGENDA - RESOLUTIONS:**

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

3. A Resolution that the City Manager, or designee, is authorized to sign a First Amendment to Airport Building Lease Agreement by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "Lessor"), and Southwest Airlines Co., a Texas Company ("Lessee") to extend and adjust the rent in the lease. [25-136](#)

#### **District 2**

Airport, Tony Nevarez, (915) 212-7301

4. A Resolution that the City Manager, or designee, be authorized to submit a minor boundary/subzone expansion application with all supporting documents, and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel: 13551 Montana Avenue, El Paso, TX 79938, Power Subdivision Lot 2. [25-139](#)

#### **Extraterritorial Jurisdiction**

Airport, David Panko, (915) 212-7401

5. A Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Professional Service Industries, Inc., for a project known as "Geotechnical and Material Testing Services for the El Paso International Airport General Aviation Ramp Rehabilitation" for an amount not to exceed \$223,118.87. In addition, the City Engineer is authorized to increase the contract amount up to \$50,000.00 without further authorization from City Council, if such services are necessary for the proper execution of the project and the increased amount is in the appropriate budget for the project. Further, 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 the Agreement for Professional Services. [25-148](#)

**All Districts**

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

6. A Resolution authorizing the submission of an application to the Texas Commission on Environmental Quality (TCEQ) Texas Volkswagen Environment Mitigation Program (TxVEMP) All Electric Grant Program requesting an estimated cost share of five hundred thousand dollars (\$500,000) with no match required from Airport Enterprise Funds, and that the City Manager, or designee, be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this grant agreement. Funding source: TCEQ Grant for the FY 2023 Texas Volkswagen Environmental Mitigation Program (TxVEMP). [25-149](#)

**All Districts**

Airport, Tony Nevarez, (915) 212-0330

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

7. That the Mayor is authorized to sign an Interlocal Cooperation Agreement by and between the City of El Paso and Texas Tech University Health Sciences Center at El Paso, to provide online-medical direction to the Emergency Medical Services System (EMSS) for a term of three (3) years with a two-year option to extend. [25-155](#)

**All Districts**

Fire, Chief Jonathan P. Killings, (915) 212-5665

8. A Resolution authorizing the City Manager, or designee, to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), for a project known as "Architect and Engineering Services for the Fire Station 7 Renovation Project" for an amount not to exceed \$219,479.90; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project for a total amount of \$319,479.90;. Further, the City Manager is authorized to establish the funding sources and make any [25-156](#)

necessary budget transfers and execute any and all documents necessary for the execution of the Agreement for Professional Services. This project was identified as part of the 2019 Public Safety Bond that was approved on November 2019.

**District 2**

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

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

9. A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Horizon City, 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 the Town of Horizon City.

[25-65](#)

**All Districts**

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

**CONSENT AGENDA - BOARD APPOINTMENTS:**

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

10. Tess Passero to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.

[25-178](#)

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0023

11. Silvia Serna to the Animal Shelter Advisory Committee by Representative Josh Acevedo, District 2.

[25-180](#)

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

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

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

12. A refund to Gerald Wheaton in the amount of \$3,719.59 for an overpayment made on December 19, 2024 of 2024 taxes, Geo. # C818-999-0730-0300. This action would allow us to comply with state law which requires approval of refunds for tax overpayments greater than \$2,500.00 by the legislative body.

[25-138](#)

**All Districts**

Tax Office, Maria O. Pasillas, (915) 212-0106

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

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

13. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Mayor Renard U. Johnson in the amounts of \$3,500.00 from Miguel Fernandez, \$2,000.00 from Alvaro Bustillos, \$10,000.00 from Stanley Jobe, and \$40,000.00 loan from Renard Johnson. [25-184](#)

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0023

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

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

14. The linkage to the Strategic Plan is subsection: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life. [25-141](#)

**Award Summary:**

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2022-0004 Security Services - Municipal Buildings to Night Eyes Protective Services, Inc. This change order will increase referenced contract by \$139,725.00 for a total estimated amount not to exceed \$2,203,389.00. This change order will add capacity for additional services needed under this contract.

Department: Streets and Maintenance

Award to: Night Eyes Protective Services, Inc

City & State: El Paso, TX

Current Contract Amount: \$2,063,664.00

Change Order Amount: \$139,725.00

Total Estimated Amount not to Exceed: \$2,203,389.00

Account(s): 532 - 1000 - 31040 - 522120 - P3120

Funding Source(s): General Fund

District(s): All

**Contract Procurement Information:**

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

**Change Order Price Information:**

Armed security guard with marked vehicle hourly rate: \$22.50

**All Districts**

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

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

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

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

15. The linkage to the Strategic Plan is subsection: 6.8 Support transparent and inclusive government. [25-145](#)

**Award Summary:**

Request that the City Manager be authorized to sign a Service Agreement (Solicitation 2024-0654R) for the auditing of City sales tax collections by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Service Provider") for a contract term of three years from the date this Service Agreement is approved by the City Council, with an option to extend for two additional years. This award is a contingency-based contract, which shall not exceed 25% of the additional revenue to the City based on the Agency's documented findings.

**Contract Variance:**

The difference based in comparison to the previous contract for the initial terms is as follows: An increase of 12% due to the contingency fee rate increasing.

Department: Internal Audit

Award to: Avenu Insights & Analytics, LLC

City & State: Centreville, VA

Item(s): All

Initial Term: 3 Years

Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: Contingency-based not to exceed 25%

Initial Term Estimated Award: Contingency-based not to exceed 25%

Option Term Estimated Award: Contingency-based not to exceed 25%

Total Estimated Award: Contingency-based not to exceed 25%

Account(s) 210 - 1000 - 521000 - 13130

Funding Source(s): General Fund

District(s): All

This was a Request for Qualifications Procurement, service contract.

The Purchasing & Strategic Sourcing Department and Internal Audit recommend award as indicated to Avenu Insights & Analytics, LLC, the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

In addition, the City Manager is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

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

Internal Audit, Edmundo S. Calderon, (915) 212-1365

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

16. The linkage to the Strategic Plan is subsection: 8.5 Improve air quality throughout El Paso.

[25-158](#)

### **Award Summary:**

The award of Solicitation 2025-0201 Continuous PM Light Scattering Monitors (Re-Bid) to Teledyne Instruments, Inc., dba Teledyne API for a one-time purchase for an estimated amount of \$93,756.00. This contract will allow Environmental Services to purchase two (2) continuous light scattering particulate monitors used to measure particulate matter to meet the Environmental Protection Agency (EPA) requirements as a Federal Equivalent Method (FEM).

### **Contract Variance:**

Not applicable, new contract.

Department: Environmental Services

Award to: Teledyne Instruments, Inc., dba Teledyne API

City & State: Thousand Oaks, CA

Item(s): All

Initial Term: One-time

Option Term: NA

Total Contract Time: One-time

Annual Estimated Award: One-time

Initial Term Estimated Award: \$93,756.00

Option Term Estimated Award: NA

Total Estimated Award: \$93,756.00

Account(s): 334 - 3110 - 580290 - 34030 - P3436 - GT342523

Funding Source(s): Environmental Services- Air Quality Monitoring Equipment Grant

District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Environmental Services Department recommend award as indicated to Teledyne Instruments, Inc., dba Teledyne API 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.

### **All Districts**

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

Environmental Services Department, Nicholas, N. Ybarra, (915) 212-6025

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

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

17. Discussion and action to approve a Resolution 1) repealing the \$25,000.00 discretionary fund expenditure approved on October 24, 2022 to improve the Westside Community Dog Park and Lower Tom Lea Dog Park as those projects may be better addressed with other internal City funds, and to now return the funds to the District 1 Discretionary Account, and 2) to repeal the August 13, 2024 transfer of \$52,165.87 out of the District 1 Discretionary Account, and to now approve the transfer and return of \$52,165.87 to the District 1 Discretionary Account from the City's General Fund. [25-177](#)

**All Districts**

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

18. Discussion and action to request that the elected El Paso Municipal Court Judges participate in a planning meeting of City Council during a future Council work session to coordinate efforts and establish strategic planning sessions to incorporate the Municipal Court Judges into the City's Strategic Plan. [25-182](#)

**All Districts**

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

Members of the City Council, Representative Ivan Niño, (915) 212-0005

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

19. Discussion and action on a Resolution that the City of El Paso hereby appoints the following board members to the Camino Real Regional Mobility Authority Board for the positions identified below, which shall take effect on February 4, 2025: [25-185](#)

1. Mathew McElroy, Position 2, term expiring on February 1, 2027.

2. Lina Ortega, Position 6, term expiring on February 1, 2027.

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

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

20. Presentation and discussion by Emergence Health Network of their 2024 annual report on activities, collaborations, and partnerships with local entities. [25-179](#)

**All Districts**

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

21. Discussion and action to direct the City Manager to initiate a rewrite of the policy for the evaluation of 9% Low Income Housing Tax Credit applications: including consideration of a geographic index for location-based scoring and minimum point thresholds for eligibility for letters of support or letters of no objection; also including an alternative method by which in a given year the City may designate only one specific location for which it will consider applications; and that the City Manager shall return to the Council with an update within 120 days of the approval of this item. [25-181](#)

**All Districts**

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

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

22. Presentation, discussion and action regarding party halls or entertainment venues and residential swimming pools within the City of El Paso. [25-150](#)

**All Districts**

Planning and Inspections, Philip Etiwe, (915) 212-1553  
City Manager's Office, K. Nicole Cote, (915) 212-1092

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

23. Presentation and discussion on the FY 2024-2025 1st Quarter Financial Report. [25-146](#)

**All Districts**

Office of Management and Budget, K. Nicole Cote, (915) 212-1092

24. Presentation and discussion on the City's Sexual Harassment and Violence in the Workplace Prevention Policies. [25-166](#)

**All Districts**

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

25. Presentation and discussion on the City's Ethics Ordinance and Code of Conduct. [25-167](#)

**All Districts**

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

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

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

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 488-198-754#

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 – OTHER BIDS, CONTRACTS, PROCUREMENTS:**



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

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

[25-140](#)

### Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0196 Automation Controls to PC Automated Controls. Inc. the sole authorized distributor for an initial term of three (3) years for an estimated amount of \$300,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will provide parts and services for controls systems used in City facilities.

### Contract Variance:

Not Applicable.

Department: Streets and Maintenance

Award to: PC Automated Controls. Inc.

City & State: El Paso, TX

Item(s): All

Initial Term: 3 Years

Option Term: NA

Total Contract Time: 3 Years

Annual Estimated Award: \$100,000.00

Initial Term Estimated Award: \$300,000.00

Option Term Estimated Award: NA

Total Estimated Award: \$300,000.00

Account(s): 532 - 1000 - 31040 - 532000 - P3120

Funding Source(s): General Fund

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 Streets and Maintenance Department recommend award as indicated to PC Automated Controls. 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

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

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

27. The linkage to the Strategic Plan is subsection: 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions.

[25-143](#)

### **Award Summary:**

Discussion and action on the award of Solicitation No. 2025-0060 MSW (Municipal Solid Waste) and Recycling Collection Services - Various City Facilities to Waste Connections Management Services, Inc., dba El Paso Disposal, LP for an initial three (3) year term for an estimated amount of \$910,010.40. The award also includes a two (2) year option for an estimated amount of \$606,673.60. The total contract value is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$1,516,684.00. This contract will allow trash and recycling collection services for various city facilities.

### Contract Variance:

The difference based in comparison to the previous contract for one year is as follows: An increase of \$82,710.40, which represents a 37.49% increase due to including scheduled and unscheduled recycling pickup as well as the 20- and 30-yard dumpster pickup.

Department: Environmental Services

Award to: Waste Connections Management Services, Inc. dba El Paso Disposal, LP

City & State: The Woodlands, Texas

Item(s): All

Initial Term: 3 Years

Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: \$303,336.80

Initial Term Estimated Award: \$910,010.40

Option Term Estimated Award: \$606,673.60

Total Estimated Award \$1,516,684.00

Account(s): 334 - 2305 - 522150 - 34340

Funding Source(s): Environmental Fee

District(s): All

No protests were received.

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

The Purchasing & Strategic Sourcing Department and Environmental Services Department recommend award as indicated to Waste Connections Management Services, Inc. dba El Paso Disposal, LP the sole and 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.

**All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092  
Environmental Services Department, Nicholas N. Ybarra, (915) 212-6025

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

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

28. An Ordinance renewing and extending the Special Privilege License to Texas Tech University Health Sciences Center for the maintenance, use and repair the surface parking lot, overhead bird netting, and drainage pipes beneath the Raynolds Street overpass bridge within a portion of City right-of-way along Alberta Avenue; setting the license term for a term of ten (10) years with an option to renew for one additional ten (10) year term.

[25-73](#)

Location: Along Alberta Avenue beneath the Raynolds Street overpass bridge  
Applicant: Texas Tech University Health Sciences Center, PSPN23-00005

**District 2**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Armida Martinez, (915) 212-1550

**REGULAR AGENDA - OTHER BUSINESS:**

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

29. Discussion and action that the Mayor of the City of El Paso be authorized to sign Resolutions of Support and/or Resolutions of No Objection for the following 2025 9% Regional Competitive Low-Income Housing Tax Credit (LIHTC) applications: (1) Pebble Hills Place, located at N Zaragoza Rd. & Pebble Hills Blvd., El Paso, Texas 79938, proposed by Green Mills Holdings LLC. (2) Pebble Hills Estates, located at NWC Charles Foster Ave. and John Hayes St., El Paso, Texas 79938, proposed by Investment Builders Inc. (3) Ridgestone Senior, located at 11050 Montana Ave. El Paso, Texas 79936, proposed by Investment Builders Inc. (4) Villas at Augusta, located at SWC of Augusta Dr. and Zaragoza Rd. El Paso, Texas 79938, proposed by Investment Builders Inc.

[25-142](#)

**All Districts**

Community and Human Development, Araceli Guerra, (915) 212-1401

**EXECUTIVE SESSION**

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in

Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

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

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

### **Discussion and action on the following:**

**EX1.** Investigation regarding former elected City Official (551.071) (551.074)

[25-187](#)

Outside Counsel, Frank Garza, (210) 349-6484

## **ADJOURN**

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

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email [CityClerk@elpasotexas.gov](mailto: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](mailto: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

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-161, Version: 1**

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### **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 January 22, 2025, the Agenda Review Meeting of January 21, 2025, and the Work Session of January 21, 2025.

RENARD U. JOHNSON  
MAYOR

DIONNE MACK  
CITY MANAGER



CITY COUNCIL  
ALEJANDRA CHÁVEZ, DISTRICT 1  
JOSH ACEVEDO, DISTRICT 2  
DEANNA MALDONADO-ROCHA, DISTRICT 3  
CYNTHIA BOYAR TREJO, DISTRICT 4  
IVAN NIÑO, DISTRICT 5  
ART FIERRO, DISTRICT 6  
LILY LIMÓN, DISTRICT 7  
CHRIS CANALES, DISTRICT 8

## MINUTES FOR REGULAR COUNCIL MEETING

January 22, 2025  
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 9:00 a.m. Mayor Renard Johnson was present and presiding and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, and Lily Limón. Late arrival: Chris Canales at 9:03 a.m.

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

### PLEDGE OF ALLEGIANCE

Alicia Chacón International School at the invitation of City Representative Lily Limón

Pablo Herrera Villarreal  
Rebeca Herrera Villarreal  
Abigail Herrera Villarreal  
Ximena Herrera Villarreal

### MAYOR'S PROCLAMATIONS

Women's Fund of El Paso Day

Big Brothers Big Sisters

Women's Council of Realtors Day

El Paso Christmas Lights

### NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, 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 Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

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**CONSENT AGENDA – APPROVAL OF MINUTES:**  
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**Goal 6: Set the Standard for Sound Governance and Fiscal Management**  
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1. \*Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of January 7, 2025, and the Special Meeting of December 20, 2024.

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

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMEBERS

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

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**CONSENT AGENDA – RESOLUTIONS:**  
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**Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**  
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3. **\*R E S O L U T I O N**

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **914 W YANDELL DR, LLC** ("Applicant") in support of an infill development project located at 914 W. Yandell Drive, El Paso, Texas 79902. The Agreement requires the Applicant to make a minimum investment of \$638,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$28,212.88 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

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

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

**THAT** the City of El Paso City Council authorizes the submission of an application to the U.S. Department of Transportation (USDOT) Fiscal-Year 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program for the El Paso Central Business District (CBD) Phase IV requesting funds in the amount of \$21,917,993 with no match required from the City;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney's Office;

**THAT** the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant; and

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

## \*RESOLUTION

**WHEREAS**, Section 12.85.070A3 of the El Paso City Code permits City Council to reduce the delinquency fine for parking citations for those violators who pay citations, voluntarily, during a declared amnesty period; and

**WHEREAS**, it has been determined that such a reduction in the delinquency fines and collection fees should maximize revenue collection by serving as an incentive for violators to pay their fines.

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

That the City Council declares an amnesty period effective February 17, 2025, ending at 12:00 midnight on March 8, 2025. During this amnesty period, all violators who pay outstanding parking citations will have the total delinquency fees and collection fees reduced to zero, leaving only the fine amount to be paid for each delinquent citation that is paid voluntarily.

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

**6.**

## \*RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, DUARTE DAVID R & ZAPATA MARTHA 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:

5125 Sierra Madre Dr, more particularly described as Lot 1081 (7134 Sq Ft), Block 41, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0410-8700



to be \$535.50, 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 2<sup>nd</sup> day of June, 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 THIRTY FIVE AND 50/100 DOLLARS (\$535.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

8120 Leo St, more particularly described as Lot W 100 Ft Of 70 (12500 Sq Ft), Sunrise Acres #3 Subdivision, City of El Paso, El Paso County, Texas, PID #S922-999-003D-1000

to be \$565.00, 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 June, 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 SIXTY FIVE AND 00/100 DOLLARS (\$565.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, PESAE ISMAEL, 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:

8311 Mount Scott Dr, more particularly described as Lot 20 (6380 Sq Ft), Block 7, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0070-4100

to be \$451.50, 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 June, 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 ONE AND 50/100 DOLLARS (\$451.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, GONZALEZ DAVID R & ANGIE, 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:

5008 Anchorage Ave, more particularly described as Lot 24, Block 33, Colonia Verde Subdivision, City of El Paso, El Paso County, Texas, PID #C741-999-0330-7000

to be \$565.00, 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 July, 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 SIXTY FIVE AND 00/100 DOLLARS (\$565.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, BOWEN CLOYD F SR , 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:

5100 Yvette Ave, more particularly described as Lot 1, Block 34, Milagro Hills #4 Subdivision, City of El Paso, El Paso County, Texas, PID #M425-999-0340-0100

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 24<sup>th</sup> day of July, 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, DIAZ LUIS JR & VEGA JESSICA 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:

14844 Harry Flournoy Ave, more particularly described as Lot 12, Block 410, Tierra Del Este #71 Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-4100-1200

to be \$382.00, 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 June, 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 EIGHTY TWO AND 00/100 DOLLARS (\$382.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, SAWYER CHRISTOPHER & ANDREA, 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:

301 Sereno, more particularly described as Lot 19 (7895.00 Sq Ft), Block 1, Lido Square Subdivision, City of El Paso, El Paso County, Texas, PID #L260-999-0010-3700

to be \$366.00, 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 12<sup>th</sup> day of July, 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 SIX AND 00/100 DOLLARS (\$366.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, CERVANTES MARIA, 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:

8770 Roseway Dr, more particularly described as Lot Pt Of 4 Beg 124.87 Ft E Of Nwc (137.67' On St-Irreg On Ely-134.81' On Sly-257.80 Ft On Wly) (0.632 Ac), Spohr Subdivision, City of El Paso, El Paso County, Texas, PID #S587-999-0010-5300

to be \$443.00, 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 June, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY THREE AND 00/100 DOLLARS (\$443.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, MEDINA JUAN A & MARTHA 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:

8784 Buena Park Dr, more particularly described as Lot 26 (6000 Sq Ft), Block 19, Capistrano Park Subdivision, City of El Paso, El Paso County, Texas, PID #C118-999-0190-4900

to be \$490.00, 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 30th day of June, 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 NINETY AND 00/100 DOLLARS (\$490.00) 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.

7.

## **\*RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, KRIEGER CHARLES 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:

330 Belva Way, more particularly described as Lot 1 & W 1/2 Of 2 (25726 Sq Ft), Block 3, La Sierra Vista Subdivision, City of El Paso, El Paso County, Texas, PID #L071-999-0030-0100

to be \$1125.50, 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 11th day of July, 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 ONE HUNDRED TWENTY FIVE AND 50/100 DOLLARS (\$1125.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, ALESKANDRANY ABDELRAZZAK, 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:

531 Frontera Rd, more particularly described as Lot 2 (18029.00 Sq Ft), Block 1, Frontera Subdivision Subdivision, City of El Paso, El Paso County, Texas, PID #F848-999-0010-0200

to be \$2267.00, 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 14<sup>th</sup> day of July, 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 TWO HUNDRED SIXTY SEVEN AND 00/100 DOLLARS (\$2267.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, LOPEZ PATRICIA, 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:

4948 Riley Ct, more particularly described as Lot 2036 (7605 Sq Ft), Block 79, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0790-9600

to be \$1194.00, 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 28<sup>th</sup> day of June, 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 ONE HUNDRED NINETY FOUR AND 00/100 DOLLARS (\$1194.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, J O N INVESTMENTS 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:

8606 N Gateway Blvd, more particularly described as Lot N 46.667 Ft Of S 95.333 Ft OF W 130 Ft Of 4, Block 6, Del Norte Acres Subdivision, City of El Paso, El Paso County, Texas, PID #D361-999-0060-6400

to be \$347.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18<sup>th</sup> day of July, 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 FORTY SEVEN AND 50/100 DOLLARS (\$347.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, MACIAS REYMUNDO & MARGARITA, 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:

8932 Mount Etna Dr, more particularly described as Lot 1633, Block 70, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0700-0900

to be \$510.00, 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 14<sup>th</sup> day of July, 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 TEN AND 00/100 DOLLARS (\$510.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, PARRA PRIMIVITO & JUANA 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:

2623 Hamilton Ave, more particularly described as Lot 5 & 6, Block 140, Highland Park Subdivision, City of El Paso, El Paso County, Texas, PID #H453-999-1400-1600

to be \$490.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21<sup>st</sup> day of July, 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 NINETY AND 00/100 DOLLARS (\$490.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, J O N INVESTMENTS 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:

Lot S 48.667 Ft Of W 130 Ft Of 4 , Block 6, Del Norte Acres Subdivision, City of El Paso, El Paso County, Texas, PID #D361-999-0060-6700

to be \$344.50, 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 18th day of July, 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 FORTY FOUR AND 50/100 DOLLARS (\$344.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA UVALDO & HERLINDA, 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:

3304 Killarney Rd, more particularly described as Lot 3, Block 20, Scotsdale #3 Subdivision, City of El Paso, El Paso County, Texas, PID #S231-999-0200-0700

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 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 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 ref

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, OAJ PROPERTIES 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:

7200 Dale Rd, more particularly described as Lot Ne 114.33 Ft Of 1 (8550 Sq Ft), Block 7, Stiles Gardens Subdivision, City of El Paso, El Paso County, Texas, PID #S658-999-0070-0300

to be \$343.50, 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 THREE HUNDRED FORTY THREE AND 50/100 DOLLARS (\$343.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, OAJ PROPERTIES 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:

7202 Dale Rd B, more particularly described as Lot Nwly Of 2 (19.8 Ft On Nly Irreg On Ely 24.46 Ft On Sly 152.38 Ft On Wly) (3468.58 Sq Ft), Block 7, Stiles Gardens Subdivision, City of El Paso, El Paso County, Texas, PID #S658-999-0070-0420

to be \$343.50, 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 THREE HUNDRED FORTY THREE AND 50/100 DOLLARS (\$343.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, MISION APOSTOLICA DE LA FE EN CRISTO, 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:

5620 Baghdad, more particularly described as Lot 6 (6600 Sq Ft), Block 12, Sahara Subdivision, City of El Paso, El Paso County, Texas, PID #S033-999-0120-1300

to be \$651.50, 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 3<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 SIX HUNDRED FIFTY ONE AND 50/100 DOLLARS (\$651.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

10057 Kenworthy Dr, more particularly described as Lot 15 Exc S 2 Ft (7388 Sq Ft), Block 14, Terrace Hills Subdivision, City of El Paso, El Paso County, Texas, PID #T172-999-0140-2900

to be \$450.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18<sup>th</sup> day of 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 AND 50/100 DOLLARS (\$450.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, MASSEY CHRISTY L, 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:

10437 Orpheus Dr, more particularly described as Lot 18 (6430 Sq Ft), Block 10, Apollo Heights Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0100-3500

to be \$1786.00, 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 12<sup>th</sup> day of July, 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 SEVEN HUNDRED EIGHTY SIX AND 00/100 DOLLARS (\$1786.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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



**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, LARA ALFREDO JR & HURTADO ALICIA 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:

4952 Ruben Soto Dr, more particularly described as Lot 1, Block 36, Tres Suenos #8 Subdivision, City of El Paso, El Paso County, Texas, PID #T820-999-0360-0100

to be \$349.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3<sup>rd</sup> day of 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 FORTY NINE AND 00/100 DOLLARS (\$349.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, UNITED SECURITY FINANCIAL CORP, 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:

12280 Tierra Pez Way, more particularly described as Lot 29 (6363.28 Sq Ft), Block 48, Tierra Del Este #8 Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-0480-2900

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 25<sup>th</sup> day of July, 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, FIGUEROA JOE H & MARTHA, 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:

12729 Roberto Nunez, more particularly described as Lot 10, Block 23, Tres Suenos #5 Subdivision, City of El Paso, El Paso County, Texas, PID #T823-999-0230-1000

to be \$327.00, 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 July, 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 TWENTY SEVEN AND 00/100

DOLLARS (\$327.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

809 Duskin Dr, more particularly described as Lot Tr 20 (11191 Sq Ft), Block , Loma Terrace #3 Subdivision, City of El Paso, El Paso County, Texas, PID #L516-999-0010-7700

to be \$333.00, 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 18<sup>th</sup> day of July, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 00/100 DOLLARS (\$333.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, ANSA TRACING COMPANY 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:

8831 Sunland Rd, more particularly described as Lot TR 39 (0.413 Ac), Sunland Gardens Subdivision, City of El Paso, El Paso County, Texas, PID #S850-999-0010-8900

to be \$455.00, 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 26<sup>th</sup> day of July, 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 FIVE AND 00/100 DOLLARS (\$455.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, DE LA ROSA JOSE E REV 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:

8877 Dulce Cir, more particularly described as Lot 1, Block 1, Rosa Linda Subdivision, City of El Paso, El Paso County, Texas, PID #R705-999-0010-0100

to be \$323.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25<sup>th</sup> day of July, 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 TWENTY THREE AND 00/100 DOLLARS (\$323.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, WALKER DALLAS, 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:

300 Sereno Dr, more particularly described as Lot 20 (10912 Sq Ft), Block 1, Lido Square Subdivision, City of El Paso, El Paso County, Texas, PID #L260-999-0010-3900

to be \$336.00, 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 12<sup>th</sup> day of July, 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 SIX AND 00/100 DOLLARS (\$336.00) to be a lien on the above described property, said amount being due and payable

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

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, CERVANTES MARIA, 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:

8780 Roseway Dr, more particularly described as Lot 1, Block 1, El Paso Tabernacle Place Subdivision, City of El Paso, El Paso County, Texas, PID #E381-999-0010-0100

to be \$443.00, 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 June, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY THREE AND 00/100 DOLLARS (\$443.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, EXTERNAL DEVELOPMENT I 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:

Lot Tr 3-B (3.577 Ac), Block 6, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-0060-0360

to be \$365.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of July, 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 FIVE AND 00/100 DOLLARS (\$365.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, SPENCE MICHAEL L & CAROL 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:

1307 Madeline Dr, more particularly described as Lot 7 & 8 (6125 Sq Ft), Block 25, Kern Place Subdivision, City of El Paso, El Paso County, Texas, PID #K216-999-0250-1500

to be \$584.50, 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 19<sup>th</sup> day of July, 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 EIGHTY FOUR AND 50/100 DOLLARS (\$584.50) 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.

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

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

**WHEREAS**, pursuant to the City's 2025 calendar year City Council regular meeting schedule, City Council is scheduled to meet on Tuesday, February 18, 2025; and

**WHEREAS**, Due to "El Paso Days" being held in Austin the week of February 17, 2025 and several Council Members planned participation in such event, the City Council desires to reschedule the February 18, 2025 meeting to Tuesday, February 25, 2025; and

**WHEREAS**, the City will resume its regular meetings of the City Council for the 2025 calendar year on Tuesday, March 4, 2025, with Agenda Review and Work Session on Monday, March 3, 2025.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS;**

That in conformity with Section 3.5 of the City Charter, the regular City Council meeting scheduled on February 18, 2025 is hereby cancelled due to lack of quorum, and reset for Tuesday, February 25, 2025, and that the regular meetings of the City Council for the 2025 calendar year will resume on Tuesday, March 4, 2025 with the Agenda Review and Work Session on Monday, March 3, 2025.

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

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

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

**WHEREAS**, El Paso Days is an event in Austin hosted by the El Paso Chamber of Commerce in which local government officials and local business owners meet with Texas state lawmakers during the legislative session to discuss local needs; and



**WHEREAS, present** city representatives can make a tangible impact on how state-level decisions align with El Paso's goals and vision for the future including for the interests of the community, advocacy, and influence legislation.

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

**THAT** the City Council declares that the expenditure of District 1 discretionary funds in the amount of \$1,687.51 to fund Representative Alejandra Chavez attendance at the El Paso Days event in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

**THAT** the City Council declares that the expenditure of District 2 discretionary funds in the amount of \$5,000.00 to fund Representative Dr. Josh Acevedo and staff member attendance at the El Paso Days event in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

**THAT** the City Council declares that the expenditure of District 3 discretionary funds in the amount of \$490.00 to fund Representative Deanna Maldonado-Rocha attendance at the El Paso Days event in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

**THAT** the City Council declares that the expenditure of District 4 discretionary funds in the amount of \$4,921.41 to fund Representative Cynthia Boyar Trejo and staff members attendance at the El Paso Days event in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

**THAT** the City Council declares that the expenditure of District 5 discretionary funds in the amount of \$3,000.00 to fund Representative Ivan Niño and staff member attendance at the El Paso Days in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

**THAT** the City Council declares that the expenditure of District 6 discretionary funds in the amount of \$6,000.00 to fund Representative Art Fierro and staff member attendance at the El Paso Days in Austin, Texas serves a municipal purpose of setting the standard for sound governance and fiscal management; and

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

Ms. Lisa Turner, citizen, commented.

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

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10.

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

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

That the City Council approves a deductive Construction Quantity Notice in the amount of \$328,204.11 to Contract No. 2022-0747 (Rojas Drive Widening), with contractor International Eagle Enterprises, Inc. The original contract amount was \$12,024,880.90. The new contract amount, including this construction quantity notice and all previous construction

quantity notices and change orders, is \$11,948,055.73. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out the intent of this Resolution.

.....  
**CONSENT AGENDA – SPECIAL APPOINTMENT AND RE-APPOINTMENT:**  
.....

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

**11. \*RESOLUTION**  
.....

**WHEREAS**, Section 2.44.030C of the El Paso City Code permits City Council to appoint one or more part time-associate municipal judges to a four-year term; and

**WHEREAS**, it has been determined that such an appointment is needed in order to provide additional support to the elected Municipal Court Judges.

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

That the City Council reappoints Anastasha R. Ardittit Vance as Part-Time Associate Municipal Court Judge to serve a four year term beginning January 22, 2025.

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

**12. \*RESOLUTION**  
.....

**WHEREAS**, the Bylaws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provide that the City of El Paso's representation on the TPB shall include the mayor or appointee; and

**WHEREAS**, the TPB's Bylaws and Procedures provide that representatives of local units of government shall be appointed by and serve at the pleasure of the city councils for the entity they represent.

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

That the City confirms that Mayor Renard U. Johnson is the designated appointee at the TPB as required by the TPB's Bylaws and Procedures.

.....  
**13. \*RESOLUTION**  
.....

**WHEREAS**, the Bylaws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provides that the City of El Paso's representation on the TPB shall include the mayor or appointee and three elected officials; and

**WHEREAS**, the TPB's Bylaws and Procedures provide that representatives of local units of government shall be appointed by and serve at the pleasure of the city councils for the entity they represent; and

**WHEREAS**, the El Paso City Council desires to appoint Representative Alejandra Chávez as a City representative to fill a currently vacant position on the TPB.

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

That the City confirms that Representative Alejandra Chávez is a designated appointee at the TPB as required by the TPB's Bylaws and Procedures.

14.

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

**WHEREAS**, the Bylaws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provides that the City of El Paso's representation on the TPB shall include the mayor or appointee and three elected officials; and

**WHEREAS**, the TPB's Bylaws and Procedures provide that representatives of local units of government shall be appointed by and serve at the pleasure of the city councils for the entity they represent; and

**WHEREAS**, the El Paso City Council desires to appoint Representative Art Fierro as a City representative to fill a currently vacant position on the TPB.

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

That the City confirms that Representative Art Fierro is a designated appointee at the TPB as required by the TPB's Bylaws and Procedures.

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

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

15. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Gabriel Ayub to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Ivan Niño, District 5.

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

16. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Representative Josh Acevedo to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson.

**CONSENT AGENDA – BOARD APPOINTMENTS:**

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

17. \*Motion made, seconded, and unanimously carried to **APPOINT** Representative Alejandra Chávez to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson.
18. \*Motion made, seconded, and unanimously carried to **APPOINT** Representative Deanna Maldonado-Rocha to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson.
19. \*Motion made, seconded, and unanimously carried to **APPOINT** Representative Ivan Niño to the Financial Oversight and Audit Committee by Mayor Renard U. Johnson.

- 20 \*Motion made, seconded, and unanimously carried to **APPOINT** Representative Chris Canales to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Renard U. Johnson.

.....  
**CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:**  
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**Goal 6: Set the Standard for Sound Governance and Fiscal Management**  
.....

21. **ITEMS 21 THROUGH 23 WERE TAKEN TOGETHER**

**1<sup>ST</sup> MOTION**

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

Representative Limón commented.

Ms. Isaura Valdez, Tax Deputy Administrator, commented.

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

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **APPROVE** the tax refunds greater than \$2,500 listed below:

1. Armando Solano, in the amount of \$5,000.00, made an overpayment on November 5, 2024 of 2024 taxes. (Geo.# W145-999-0670-0500)
2. Karina Chacon, in the amount of \$7,426.15, made an overpayment on November 20, 2024 of 2024 taxes. (Geo.# V639-999-0270-0200)
3. CHU Properties, in the amount of \$7,034.97, made an overpayment on December 4, 2024 of 2024 taxes. (Geo.# M577-000-0020-0800)

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

22. **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, Stuart Cox Chapter 13 Trustee ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on September 30, 2021 in the amount of \$706.74 (Seven Hundred and Six and 74/100 Dollars) for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 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 Stuart Cox Chapter 13 Trustee showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of \$706.74 (Seven Hundred and Six and 74/100 Dollars) is approved.

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

**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, Luis V. Perez through Stuart C Cox Trustee ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on October 30, 2021 in the amount of \$68.93 (Sixty-Eight and 93/100 Dollars) for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 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 Luis V. Perez through Stuart C Cox Trustee, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of \$68.93 (Sixty-Eight and 93/100 Dollars) is approved.

Representative Limón commented.

Ms. Isaura Valdez, Tax Deputy Administrator, commented.

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

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

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

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **APPROVE** the Resolutions.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

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

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

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#### **23. 1<sup>ST</sup> MOTION**

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

Representative Limón commented.

Ms. Nicole Cote, Office of Management and Budget Managing Director, commented.

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

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **NOTE** the Special Projects, Discretionary fund expenditures, and P-Card transactions for the period of November 21, 2024 - December 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

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

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

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24. \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Ivan Niño in the amount of \$1,000.00 from El Paso Electric Company Employees Political Action Committee, \$1,000.00 from Richard Aguilar, \$1,000.00 from Omega General & Electrical Contractors LLC, \$1,000.00 from SNAP Partners LP, and \$2,500.00 from Woody L. & Gayle Hunt.
25. \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cynthia Boyar Trejo in the amount of \$2,500 from Woody Hunt.
26. \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Mayor Renard U. Johnson in the amounts of \$500.00 from Richard De Santos, \$5,000.00 from Ogechika Alozie, \$5,000.00 from Lane Gaddy, \$500.00 from Albert Gamboa, \$12,000.00 from Julio Chiu, \$5,000.00 from Ronald Malooly Sr., \$2,500.00 from Sundt Texas Political Action Committee, \$500.00 from Cliff Eisenberg, \$5,000.00 from Rick Francis, \$5,000.00 from Woody & Gayle Hunt, \$5,000.00 from Aaron Chiu, \$2,500.00 from Miguel Fernandez, \$1,000.00 from Steve DeGroat, \$500.00 from Victor Arias, \$2,000.00 from Adam Frank, \$5,000.00 from Gerald Rubin, \$1,000.00 from Scott Kesner, \$5,000.00 from Ronald Lowenfield, \$1,000.00 from Paul Porras, \$500.00 from Richard Porras, \$1,000.00 from Crayton Webb, \$2,500.00 from The Law Office of Steve Ortega LLC, \$1,500.00 from Freddy Klayel-Avalos, \$3,000.00 from Paige Fox, \$500.00 from Raymond Palacios, \$600.00 from David Osborne, \$1,000.00 from Roy Lopez, \$4,000.00 from Edward Houghton, \$5,000.00 from Larry Wollschlager, \$5,000.00 from Blake Anderson, \$5,000.00 from Sue Anderson, \$3,000.00 from William Sanders, \$500.00 from Michael and Dawn Gopin, \$1,000.00 from Alvin Johnson, \$500.00 from Ogechika Alozie, \$1,000.00 from Josh Hunt, \$5,000.00 from Julio Chiu, \$3,000.00 from Louann Sanders, \$500.00 from EP Nichols LLC, \$500.00 from Isidro Lopez, \$2,550.00 from Daniel Longoria, \$10,000.00 from Alvin Johnson, \$1,000.00 from Cesar Blanco, \$10,000.00 from TREPAC - Texas Realtors Political Action Committee, \$2,500.00 from Bill Randag, \$10,000.00 from Douglas Schwartz, \$1,500.00 from HNTB Holdings Ltd Political Action Committee, \$2,500.00 from Brent Harris, \$5,000.00 from Fred Loya, \$1,500.00 from Alfredo Corral, \$3,000.00 from Snap Partners LP, \$1,250.00 from International Brotherhood of Electrical Workers, \$2,500.00 from International Brotherhood of

Electrical Workers, \$1,500.00 from El Paso Electric Company Employee Political Action Committee, \$1,000.00 from Alvin Johnson, \$975.00 from Severo Hughston, and \$75,000.00 from Ysleta Del Sur.

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**CONSENT AGENDA – REQUEST FOR PROPOSAL:**  
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.....  
**Goal 8: Nurture and Promote a Healthy, Sustainable Community**  
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27.

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

**WHEREAS**, the City of El Paso ("City") entered into a Natural Gas Fuel Processing Facility Agreement Contract No. 2012-182R (2012 Agreement) on November 27, 2012 with Mansfield Gas Equipment Systems Corporation ("MGES"), at the time a wholly owned subsidiary of Mansfield Energy Corporation ("Mansfield"); and

**WHEREAS**, concurrent and ancillary to the 2012 Agreement, the City entered into 3 leases with Mansfield for the construction, operation and maintenance of 3 fuel processing facilities a) Montana Avenue and Global Reach (the "Airport site"), b) 5081 Fred Wilson Avenue (the "LIFT site") and c) 1059 Lafayette Drive (the "MSC site"), amended on or about February 11, 2013 to extend the time of construction and clarify the term; and

**WHEREAS**, City amended the original agreement, First Amended Natural Gas Fuel Processing Agreement ("2013 Amendment"), along with the Airport site lease, the LIFT site lease, and the MSC site lease on February 11, 2013 to extend the time of construction, clarify the term of the agreement to end on January 31, 2024 with an option to renew the Agreement for (1) additional five-year term by giving written notice to Mansfield 120 days before the expiration of the original term; and

**WHEREAS**, Clean Energy dba California Clean Energy, Inc. ("Clean Energy") acquired Mansfield Energy Corporation and its wholly owned subsidiary MGES on May 2013; and

**WHEREAS**, Mass Transit Department Board approved the assignment of the 2012 Agreement from Mansfield to Clean Energy on January 9, 2018; and

**WHEREAS**, City timely notified Clean Energy that it would be electing to exercise the option to extend the Natural Gas Fuel Processing Facility Agreement for (1) additional five-year term, through January 31, 2029; and

**WHEREAS**, Clean Energy requested to amend the agreement to supply Renewable Natural Gas to the City through Clean Energy's subsidiary, Clean Energy Renewable Fuels, LLC; and

**WHEREAS**, the parties wish amend the agreement to include the supply of Renewable Natural Gas and an upgrade to the Compressor at the MSC site; and

**WHEREAS**, although the City Council of the City of El Paso delegated its authority over most Mass Transit matters to the Mass Transit Department Board via a Resolution approved March 29, 1988, the City Council of the City of El Paso retains authority over all matters, including contracts, that involve multiple departments even if they include the Mass Transit Department.

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

1. **THAT** the City Manager or designee is authorized to sign an Amended and Restated Fuel Processing Agreement in a form substantially similar to Exhibit A\*\*, by and between City of El Paso and Clean Energy dba California Clean Energy Inc., for a term from the effective date through January 31, 2029.
2. **THAT** the City Manager or designee is authorized to sign a Renewable Natural Gas supply contract by and between City of El Paso and Clean Energy dba California Clean Energy Inc., and its subsidiary Clean Energy Renewable Fuels, LLC for a term to begin effective date and end January 31, 2029, as well as any related documents and forms, after review by the City Attorney's office.
3. **THAT** the City Manager or designee is authorized to establish the funding sources, effectuate any budget transfers, and sign any related agreements, amendments to such agreements, and documents necessary to carry out the intent of this resolution.
4. **THAT** the directors of Environmental Services Department, Mass Transit Department ("Sun Metro") and Airport be authorized to effectuate any related non-material documents, and amendments to the agreements pertaining to their respective departments, as necessary to carry out the intent of this resolution.

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

.....  
**CONSENT AGENDA – BIDS:**  
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**Goal 7: Enhance and Sustain El Paso's Infrastructure Network**  
 .....

28. \*Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue Purchase Order(s) to increase contract 2023-0168 Autocar Proprietary Parts and Service to TE of El Paso, LLC. This change order will increase referenced contract by \$168,750.00 for a total estimated amount not to exceed \$843,750.00. This change order will add capacity through the duration of the contract.

Department:	Streets and Maintenance
Award to:	TE of El Paso, LLC
City & State:	El Paso, TX
Current Contract Estimated Amount:	\$675,000.00
Change Order Amount:	\$168,750.00
Total Estimated Amount not to Exceed:	\$843,750.00
Account(s):	532 - 3600 - 531210 - 37020 - P3701 (Parts)
	532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source(s):	Internal Service Fund
District(s):	All

This was a Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source.

.....  
**REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:**  
 .....

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

29. Discussion and action to direct the City Manager and City Attorney to conduct a review of all City boards and commissions.



Mayor Johnson and Representatives Chávez, Acevedo, Trejo, Rocha, and Limón commented.

Ms. Lisa Turner, citizen, commented.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Acevedo, and unanimously carried to **DIRECT** the City Manager and City Attorney to conduct a review of all City boards and commissions.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....  
The Regular City Council meeting was **RECESSED** at 10:13 a.m.

The Regular City Council meeting was **RECONVENED** at 12:00 p.m.

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

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Lisa Turner

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

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

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón and Canales

NAYS: None

.....  
**Goal 3: Promote the Visual Image of El Paso**

- .....
- 30.** An Ordinance renewing and extending the Special Privilege License to Texas Tech University Health Sciences Center for the maintenance, use and repair the surface parking lot, overhead bird netting, and drainage pipes beneath the Raynolds Street overpass bridge within a portion of City right-of-way along Alberta Avenue; setting the license term for a term of ten (10) years with an option to renew for one additional ten (10) year term.

Location: Along Alberta Avenue beneath the Raynolds Street overpass bridge

Applicant: Texas Tech University Health Sciences Center, PSPN23-00005

.....  
**PUBLIC HEARING WILL BE HELD ON FEBRUARY 4, 2025**

.....  
**REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:**

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

.....  
**31. RESOLUTION**

**WHEREAS**, on July 20, 2004, the City Council adopted a resolution approving the use of design-build as an alternative procurement method for construction projects, as permitted

by Section 271.113 of the Texas Local Government Code (now Section 2269 of the Texas Government Code); and

**WHEREAS**, on August 26, 2014 the City Council directed that the alternative procurement method policies, including Design-Build policy, be revised to add a local preference evaluation criteria consistent with the Hire El Paso First ordinance to allow award of a construction contract to a Tier 1 bidder who is within 5 points of the highest ranked proposer who is not a resident of the municipality, if the amount of the bid is within 5% of the highest ranked proposer, or to a Tier 2 bidder who is within 5 point of the highest ranked proposer who is not a resident of the municipality, if the amount of the bid is within 2.5% of the highest ranked proposer; and

**WHEREAS**, consistent with Hire El Paso First ordinance, the City may award Tier 1 bidder or Tier 2 bidder if it determines that the Tier 1 or Tier 2 bidder offers the best combination of contract price and additional economic opportunities for the City created by the contract award; and

**WHEREAS**, on April 17, 2018 the City Council approved a resolution amending the delegation of authority from the City Engineer to the Director of Purchasing & Strategic Sourcing ("Director") to determine which alternative construction project delivery method provides the best value for the City before advertising; and

**WHEREAS**, the Director considered the following criteria as a minimum basis for determining the circumstances under which the Design-build method for facilities is appropriate for the Advanced Manufacturing District project:

- (1) the extent to which the City can adequately define the project requirements;
- (2) the time constraints for the delivery of the project;
- (3) the ability to ensure that a competitive procurement can be held; and
- (4) the capability of the City to manage and oversee the project, including the availability of experienced personnel or outside consultants who are familiar with the design-build method of project delivery.

**WHEREAS**, the Director determined that the design-build method for facilities project for the Advanced Manufacturing District project is appropriate and provides the best value to the City; and

**WHEREAS**, the City of El Paso ("City") issued a Request for Qualifications as part of the design-build project delivery method for facilities projects through solicitation 2024-0272 Advanced Manufacturing District ("Project"); and

**WHEREAS**, the City desires to select, Jordan Foster Construction, LLC a Texas Limited Liability Company ("Design-Builder"), as the Design-build firm for the Project after the evaluation of proposal submitted by Design-Builder, on the basis of the published selection criteria and additional information request on the ranking evaluations; and

**WHEREAS**, Design-Builder is a Tier1 bidder who is within 5 points of the highest ranked proposer, who is not a resident of the municipality, and whose bid amount is within 5% of the highest ranked proposer, and offers the best combination of contract price and additional economic opportunities of employing 70 residents of the municipality and subcontracting 25% of the value of the contract to local businesses; and

**WHEREAS**, the City negotiated a contract with Design-Builder and desires to enter into a contract for the 2024-0272R Advanced Manufacturing District with Design-Builder; and

**WHEREAS**, the initial contract award will commence the work prior to the execution of the design-build amendment and the parties understand that an amendment to establish the Guaranteed Maximum Price for the project will be subject to City Council approval.

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

**1. THAT** pursuant to the Hire El Paso First ordinance, the City Council determines that Jordan Foster Construction, LLC, a Texas Limited Liability Corporation ("Design-Builder"), offers the best combination of contract price and additional economic opportunities for the City created by the award of the 2024-0272R Advanced Manufacturing District contract; and

**2. THAT** the City Manager is authorized to execute the Design-Build documents considered to be the agreement ("Contract") between the City of El Paso and Jordan Foster Construction, LLC ("Design-Builder"), for the project known as the 2024-0272R Advanced Manufacturing District in an initial amount of \$2,815,127.16 for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$50,000.00 if the services are necessary for the proper execution of the project.

Mayor Johnson and Representative Limón commented.

The following City staff members commented:

- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Assistant Director
- Ms. Karla Nieman, City Attorney

Ms. Lisa Turner, citizen, commented.

**1<sup>ST</sup> MOTION**

\*Motion made, seconded, and unanimously carried to revise the spelling of "Foster" for the contractor's name on the agenda posting language to read "Jordan Foster Construction, LLC".

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

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

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

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

- 32.** Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Niño, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue Purchase Order(s) to Epax Systems, Inc., the sole authorized distributor of Bergmann's Waste and Recycling equipment in North America to include all parts for the Mobile Roller Crusher for Environmental Services Department for a one-time purchase for an estimated amount of \$172,370.00. This contract will add this equipment for the Customer Collection Station Operations.

**Contract Variance:**

Not applicable, new contract.

Department:	Environmental Services
Award to:	Epax Systems, Inc.
City & State:	Panorama City, CA
Item(s):	All
Initial Term:	One-time
Option Term:	NA
Total Contract Time:	One-time
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$172,370.00
Option Term Estimated Award:	NA
Total Estimated Award	\$172,370.00
Account(s):	334-3150-34100-580290-P3410-PESD00250
Funding Source(s):	Environmental Services Operating
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 Environmental Department recommend award as indicated to Epax Systems, 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.

Representatives Fierro, Limón, and Canales commented.

Mr. Nicholas Ybarra, Environmental Services Director, commented.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

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

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

#### **33. ORDINANCE 019706**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS), SUBSECTION ZONE 0: NO PARKING ANY TIME, TOW AWAY ZONE, OF THE EL PASO CITY CODE, to ADD ITEM 2: 3720 E. SAN ANTONIO AVE to 3828 E. SAN ANTONIO AVE., SOUTH SIDE ONLY; to ADD ITEM 3: GATEWAY BLVD SOUTH FROM E. SAN ANTONIO AVE TO FINDLEY AVE, WEST SIDE ONLY; to ADD ITEM 4: 3700 FINDLEY AVE TO 3821 FINDLEY AVE, NORTH SIDE ONLY; to ADD ITEM 5: 3808 FINDLEY AVE TO 3816 FINDLEY AVE, SOUTH SIDE ONLY; to ADD ITEM 6: ALLEY BETWEEN E. SAN ANTONIO A VE. AND FINDLEY AVE., FROM STEVENS ST. TO E. SAN ANTONIO AVE., BOTH SIDES; to ADD ITEM 7: S. STEVENS ST. FROM FINDLEY A VE. TO THE ALLEY OF FINDLEY A VE., EAST SIDE ONLY; to ADD ITEM 8: S. LATTA ST FROM E. SAN ANTONIO**

**A VE. TO FINDLEY AVE., BOTH SIDES; THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.**

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

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

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

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

.....  
**REGULAR AGENDA – OTHER BUSINESS:**  
.....

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

- 34.** Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, and carried to **APPROVE** the budget transfer to increase FY2025 Confiscated Funds and Appropriations a total of \$460,300 in State and Federal Confiscated Funds.

Mayor Johnson and Representative Canales commented.

Police Chief Peter Pacillas commented.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, and Limón  
NAYS: Representative Canales

.....  
Motion made by Representative Acevedo, seconded by Representative Limón, and unanimously carried to **ADJOURN** this meeting at 12:07 p.m.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

.....  
**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

RENARD U. JOHNSON  
MAYOR

DIONNE MACK  
CITY MANAGER



CITY COUNCIL  
ALEJANDRA CHÁVEZ, DISTRICT 1  
JOSH ACEVEDO, DISTRICT 2  
DEANNA MALDONADO-ROCHA, DISTRICT 3  
CYNTHIA BOYAR TREJO, DISTRICT 4  
IVAN NIÑO, DISTRICT 5  
ART FIERRO, DISTRICT 6  
LILY LIMÓN, DISTRICT 7  
CHRIS CANALES, DISTRICT 8

**AGENDA REVIEW MINUTES  
COUNCIL CHAMBERS AND VIRTUALLY  
CITY HALL, 300 N. CAMPBELL  
January 21, 2025  
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 Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, and Lily Limón. Late arrival: Chris Canales at 9:07 a.m.

.....  
The agenda items for the January 22, 2025 Regular City Council Meeting were reviewed.

.....  
**29. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL**

Discussion and action to direct the City Manager and City Attorney to conduct a review of all City boards and commissions.

Representatives Chávez and Rocha commented.

.....  
**33. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES**

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), Subsection Zone O: No Parking Any Time, Tow Away Zone, of the El Paso City Code, to add Item 2: 3720 E. San Antonio Ave. to 3828 E. San Antonio Ave., south side only; to add Item 3: Gateway Blvd. South from E. San Antonio Ave. to Findley Ave., west side only; to add Item 4: 3700 Findley Ave. to 3821 Findley Ave., north side only; to add Item 5: 3808 Findley Ave. to 3816 Findley Ave., south side only; to add Item 6: Alley Between E. San Antonio Ave. and Findley Ave., from Stevens St. to E. San Antonio Ave., both sides; to add Item 7: S. Stevens St. from Findley Ave. to the alley of Findley Ave., east side only; to add Item 8: S. Latta St. from E. San Antonio Ave. to Findley Ave., both sides; the penalty being provided In Chapter 12.88 of the El Paso City Code.

Representative Acevedo commented.

The following City staff members commented:

- Mr. Jose Hernandez, Traffic Engineer Associate
- Ms. Dionne Mack, City Manager

.....  
Motion made by Representative Acevedo, seconded by Representative Limón, and unanimously carried to **ADJOURN** this meeting at 9:17a.m.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None  
.....

APPROVED AS TO CONTENT:

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Laura D. Prine, City Clerk

RENARD U. JOHNSON  
MAYOR

DIONNE MACK  
CITY MANAGER



**CITY COUNCIL**  
ALEJANDRA CHÁVEZ, DISTRICT 1  
JOSH ACEVEDO, DISTRICT 2  
DEANNA MALDONADO-ROCHA, DISTRICT 3  
CYNTHIA BOYAR TREJO, DISTRICT 4  
IVAN NIÑO, DISTRICT 5  
ART FIERRO, DISTRICT 6  
LILY LIMÓN, DISTRICT 7  
CHRIS CANALES, DISTRICT 8

**CITY COUNCIL WORK SESSION MINUTES**  
**January 21, 2025**  
**COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY**  
**9:05 A.M.**

.....  
The City Council met at the above place and date. Meeting was called to order at 9:17 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.  
.....

**AGENDA**

1.

**RESOLUTION**

**WHEREAS**, on April 8, 2024, the El Paso State Legislative Delegation submitted a letter requesting the City of El Paso's legislative and funding priorities for the 89th Legislative Session;

**WHEREAS**, the requested deadline for submission of the City of El Paso's legislative and funding priorities is Friday, January 31, 2025; and

**WHEREAS**, the El Paso State Legislative Delegation will support the implementation of the Legislative Agenda and will support drafting bills during the 89th Legislative Session; and

**WHEREAS**, the Legislative Agenda for the 89th Legislative Session should specify key issues and priorities, new legislation, amendments to existing laws, policy changes, statutory changes, and state funding requested by the City of El Paso;

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

**THAT** the City of El Paso City Council approves the adoption of the Legislative Agenda for the 89th Legislative Session;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary for the implementation of the Legislative Agenda for the 89th Legislative Session, after consultation with the City Attorney's Office.

Ms. Jasmin Flores, Legislative Liaison and Mr. Snapper Carr, Managing Partner and General Counsel for Focused Advocacy, presented a PowerPoint presentation (copy on file in the City Clerk's Office).



Mayor Johnson and Representatives Acevedo, Fierro, and Canales commented.

Mr. Ian Voglewede, Strategic and Legislative Affairs Director, commented.

Ms. Lisa Turner, citizen, commented.

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

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

---

**EXECUTIVE SESSION**

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 10:00 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.074 PERSONNEL MATTERS

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

Motion made by Representative Canales, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the Executive Session at 1:32 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

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**EX1.** John Surface and Adan Chavez v. City of El Paso et. al; Cause No.: 24-CV-00226-DB (551.071)

Representative Acevedo commented.

Ms. Laura Prine, City Clerk, commented.

**1<sup>ST</sup> MOTION**

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, and unanimously carried that the City Attorney's Office be **AUTHORIZED** certain authority to engage in settlement negotiations in the matter of John Surface and Adan Chavez, in Matter Number 24-CV-00226-DB, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

**2<sup>ND</sup> MOTION**

Motion made by Representative Canales, seconded by Representative Acevedo, and unanimously carried to **RECONSIDER** the item.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

**3<sup>RD</sup> AND FINAL MOTION**

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, and unanimously carried that the City Attorney's Office be **AUTHORIZED** certain authority to engage in settlement negotiations in the matter of John Surface and Adan Chavez, in Matter Number 24-CV-00226-DB, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

.....  
**EX2.** Ruben A. Soto v. Officer Daniel Monge, Officer Sabrina Gonzalez, Chief Allen, and the City of El Paso. Cause No.: 3:23-CV-00256 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney's Office be authorized to **DENY** the mediators proposal in the matter of Ruben A. Soto, in Matter Number 3:23-CV000256, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

.....  
**EX3.** City of McAllen, et al v. The State of Texas; Cause No. D-1-GN-17-00476 (551.071)

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

.....  
**EX4.** 2024 Newman Buffer CCN, Seeking Approval of 100 MW Solar, 100 MW Battery to be located near Newman Power Plant; HQ#UTILITY-61 (551.071)

Mayor Johnson verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Representative Acevedo verbally disclosed a \$1,750 contribution received from El Paso Electric Employee Political Action Committee.

Representative Rocha verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

Representative Niño verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

Representative Limón verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, and unanimously carried that the City Attorney in consultation with the City Manager be

**AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, and to file an intervention in the *El Paso Electric Company's Application to Amend its Certificate of Convenience and Necessity for a 100 MW Solar Generating Facility and 100 MW Battery Storage System*, under the Texas Public Utility Commission, Docket No. 57501, in Matter Number HighQ Utility-61, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

.....  
**EX5.** Discussion on economic development opportunity in West El Paso. HQ# 24-4016 (551.087)

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

.....  
**EX6.** Discussion on economic development opportunity in Central El Paso, HQ#24-2864 (551.071) (551.072) (551.087)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, and unanimously carried that the City Attorney's Office in consultation with the City Manager be **AUTHORIZED** certain authority to engage in settlement negotiations and/or litigation in the matter of "Discussion on an economic development opportunity in Central El Paso", in Matter Number HQ#24-2864, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

.....  
**EX7.** Discussion on an economic development opportunity in Central El Paso, HQ#24-3471 (551.087)

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

.....  
**EX8.** El Paso Firemen and Policemen Pension Fund request. HQ-3676 (551.074)

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

.....  
**EX9.** Litigation Report (551.071)

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

.....  
Motion made by Representative Acevedo, seconded by Representative Canales, and unanimously carried to **ADJOURN** the meeting at 1:41 p.m.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales  
NAYS: None

.....  
APPROVED AS TO CONTENT:

\_\_\_\_\_  
Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 25-80, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**AGENDA LANGUAGE:**

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

**REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS**



Legislation Text

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**File #: 25-136, Version: 2**

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**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**

Airport, Tony Nevarez, (915) 212-7301

**AGENDA LANGUAGE:**

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

A Resolution that the City Manager, or designee, is authorized to sign a First Amendment to Airport Building Lease Agreement by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "Lessor"), and Southwest Airlines Co., a Texas Company ("Lessee") to extend and adjust the rent in the lease.

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



**DEPARTMENT:** Aviation

**AGENDA DATE:** 2/4/2025

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME:** Tony Nevarez

**PHONE NUMBER:** 1-915 212-7301

**DISTRICT(S) AFFECTED:** 2

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

**SUBGOAL:** N/A

**SUBJECT:**

A Resolution that the City Manager, or designee, is authorized to sign a First Amendment to Airport Building Lease Agreement by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "Lessor"), and Southwest Airlines Co., a Texas Company ("Lessee") to extend and adjust the rent in the lease.

**BACKGROUND / DISCUSSION:**

This amendment introduces two additional lease renewal options. The third renewal option will expire on August 31, 2029, and the fourth will extend the lease for an additional two years, expiring on August 31, 2031. The annual rent for the third option will be set at \$39,526.00 or \$3,293.83 per month.

Southwest Airlines has requested this amendment to synchronize the option and expiration dates of the Airport Building Lease with those of the Airline Operating Agreement to facilitate easier management.

The rental rate of the third renewal option is based on the cumulative increase in the Consumer Price Index; however, it cannot be more than a 20% increase from the previous rental rate.

**COMMUNITY AND STAKEHOLDER OUTREACH:-**

N/A

**PRIOR COUNCIL ACTION:**

December 13, 2022 - Initial Lease

**AMOUNT AND SOURCE OF FUNDING:**

N/A: This is a revenue-generating item.

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

  
Juan Nevarez (Jan 15, 2025 11:14 MST)

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

## RESOLUTION

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

That the City Manager, or designee, is authorized to sign a First Amendment to Airport Building Lease Agreement by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "Lessor"), and Southwest Airlines Co., a Texas Company ("Lessee") to extend and adjust the rent in the lease.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025


### CITY OF EL PASO

\_\_\_\_\_  
Renard U. Johnson,  
Mayor


### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM

  
\_\_\_\_\_  
Leslie Jean-Pierre  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Juan Nevarez (Jan 15, 2025 11:14 MST)  
Juan Antonio Nevarez, CM, ACE, IACE  
Director of Aviation

STATE OF TEXAS	)	
	)	
	)	
COUNTY OF EL PASO	)	<b>FIRST AMENDMENT TO AIRPORT BUILDING LEASE AGREEMENT</b>

This First Amendment to the Airport Building Lease Agreement ("**First Amendment**") is by and between the City of El Paso ("**Lessor**") and Southwest Airlines Co. ("**Lessee**"), a Texas corporation. For purpose of this First Amendment, all defined terms appear in boldface print when first defined.

**WHEREAS**, on December' 13<sup>th</sup>, 2022 the Lessor and Lessee entered into an Airport Building Lease Agreement ("**Lease**") for that certain property located at the El Paso International Airport at 6765 Convair Road, El Paso, Texas ("**Leased Premises**"), as described in detail in the Lease; and

**WHEREAS**, pursuant to Section 4.01 of the Lease, the City timely exercised its one-year renewal period to extend the Lease through December 12, 2024; and

**WHEREAS**, the parties wish to enter into this First Amendment to add two additional renewal periods and to include language regarding the readjustment of the rent.

**NOW, THEREFORE**, the parties agree as follows:

**Section 1. ARTICLE IV "Term", Section 4.01 Term** of the Lease is amended to add the following:

- A. The parties hereby agree and acknowledge that, so long as Lessee is not in default of any terms of this Agreement beyond any applicable notice and cure period. This lease shall extend for a third renewal option ("**Third Option Period**") until August 31, 2029.
- B. The parties hereby agree and acknowledge that, so long as Lessee is not in default of any terms of this Agreement beyond any applicable notice and cure period, the Lessee shall have the option to extend this lease for a fourth renewal option for two (2) years. Lessee may exercise the fourth renewal option ("**Fourth Option Period**") by notifying Lessor in writing not more than ninety (90) days before the expiration of the third option term.
- C. During any renewal period, the Lease shall be extended on the same terms and conditions, except as provided herein



Section 2. Article V "Rentals", Section 5.03 Reserved of the Lease is amended to include the following language:

Section 5.03 Readjustment of Rental.

The rent payable under this lease during the Term shall be adjusted as follows and such adjustments will be effective when the respective Option Period begins.

Third Option Period is as follows:

6765 Convair Rd	Sq. Ft.	Rate per Sq. Ft.	Annual
Warehouse Space	2,400	\$10.63	\$25,512.00
Ground Service Equipment Parking Apron	4,900	\$2.86	\$14,014.00
Total	7,300		\$39,526.00Y or \$3,293.83 monthly

Fourth Option Period:

Rental rates for the Fourth Option Period shall be those of the Third Option Period adjusted by the cumulative percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), issued by the Bureau of Labor Statistics of the United States Department of Labor, provided however that such cumulative percentage increase shall not exceed 20% and nor such any adjustment be permitted to reduce the rental rates from the Third Option Period.

Lessor and Lessee agree that the CPI-U percentage to be used will be for the prior twelve months ending closest to ninety (90) days before the Third Option Period ends.

Section 3. Except as amended in this First Amendment the terms of the Lease between the Lessor and Lessee shall remain in full force and effect.

*(City Signatures on the Following Page)*

IN WITNESS WHEREOF, the Lessor and Lessee have executed this First Amendment as of the date it is signed by the Lessor.

CITY OF EL PASO:

Dionne Mack, City Manager


Date:\_\_\_\_\_

APPROVED AS TO FORM:



Leslie Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
Juan Nevarez (Jan 15, 2025 11:14 MST)

Juan Antonio Nevarez, CM, ACE, LACE  
Director of Aviation

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Dionne Mack, as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

Notary Public, State of \_ \_ \_ \_ \_

My Commission Expires:

*(Lessee Signature Page Follows)*

LESSEE(S):  
Southwest Airlines Co.

By: [Signature]  
Its: Stephen F. Sisneros  
Vice President-Airport Affairs

ACKNOWLEDGMENT

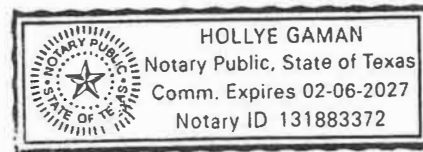
STATE OF Texas §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 2 day of December, 2024, by Stephen F. Sisneros, Vice President - Airport Affairs, Southwest Airlines Co., on behalf of said entities.

Hollye Gaman  
Notary Public, State of Texas

My Commission Expires:

02-06-2027



# 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	Kenneth Dale Gregg
Business Name	Southwest Airlines, Co.
Agenda Item Type	First Amendment
Relevant Department	Department of Aviation

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



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

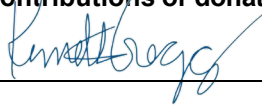
OR



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

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

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

Signature:  Date: December 6, 2024



CITY OF EL PASO

**Southwest Airlines Co.**

Tony Nevarez, Airport Director



# Airport Building Lease Agreement

- Southwest Airlines Co. operates a ground service equipment warehouse and maintenance shop at 6765 Convair Road.
- The building has an area of 2,400 square feet, and the ground service parking apron is 4,900 square feet.



# First Amendment

- The Amendment adds a third and fourth renewal option. The third option will end on August 31, 2029, while the fourth option extends the lease for an additional two years, concluding on August 31, 2031.
- The Amendment aligns the option and expiration dates of the Airport Building Lease with those of the Airline Operating Agreement.
- The annual rent for the third option will be \$39,526.00, or \$3,293.83 per month. The rent for the fourth option will be adjusted based on the increase in the Consumer Price Index, but no more than 20% of the third renewal option.



# Requested Action

- The Department of Aviation is presenting a resolution to the City Council that authorizes the City Manager, or their designee, to sign the First Amendment to the Airport Building Lease Agreement between the City of El Paso and Southwest Airlines Co.

## MISSION



Deliver exceptional services to support a high quality of life and place for our community.

## VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



## VALUES

Integrity, Respect, Excellence,  
Accountability, People

## MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

## VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



## VALORES

Integridad, Respeto, Excelencia,  
Responsabilidad, Personas



Legislation Text

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File #: 25-139, Version: 1

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**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.*

**Extraterritorial Jurisdiction**

Airport, David Panko, (915) 212-7401

**AGENDA LANGUAGE:**

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

A Resolution that the City Manager, or designee, be authorized to submit a minor boundary/subzone expansion application with all supporting documents, and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone (FTZ) 68 to include the following parcel: 13551 Montana Avenue, El Paso, TX 79938, Power Subdivision Lot 2.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** \_\_\_\_\_

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

## **RESOLUTION**

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

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

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

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

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

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

13551 Montana Avenue, El Paso, El Paso County, Texas 79838, Power Subdivision Lot 2

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

**(Signatures being on the following page)**

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

THE CITY OF EL PASO

\_\_\_\_\_  
Renard U. Johnson  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:



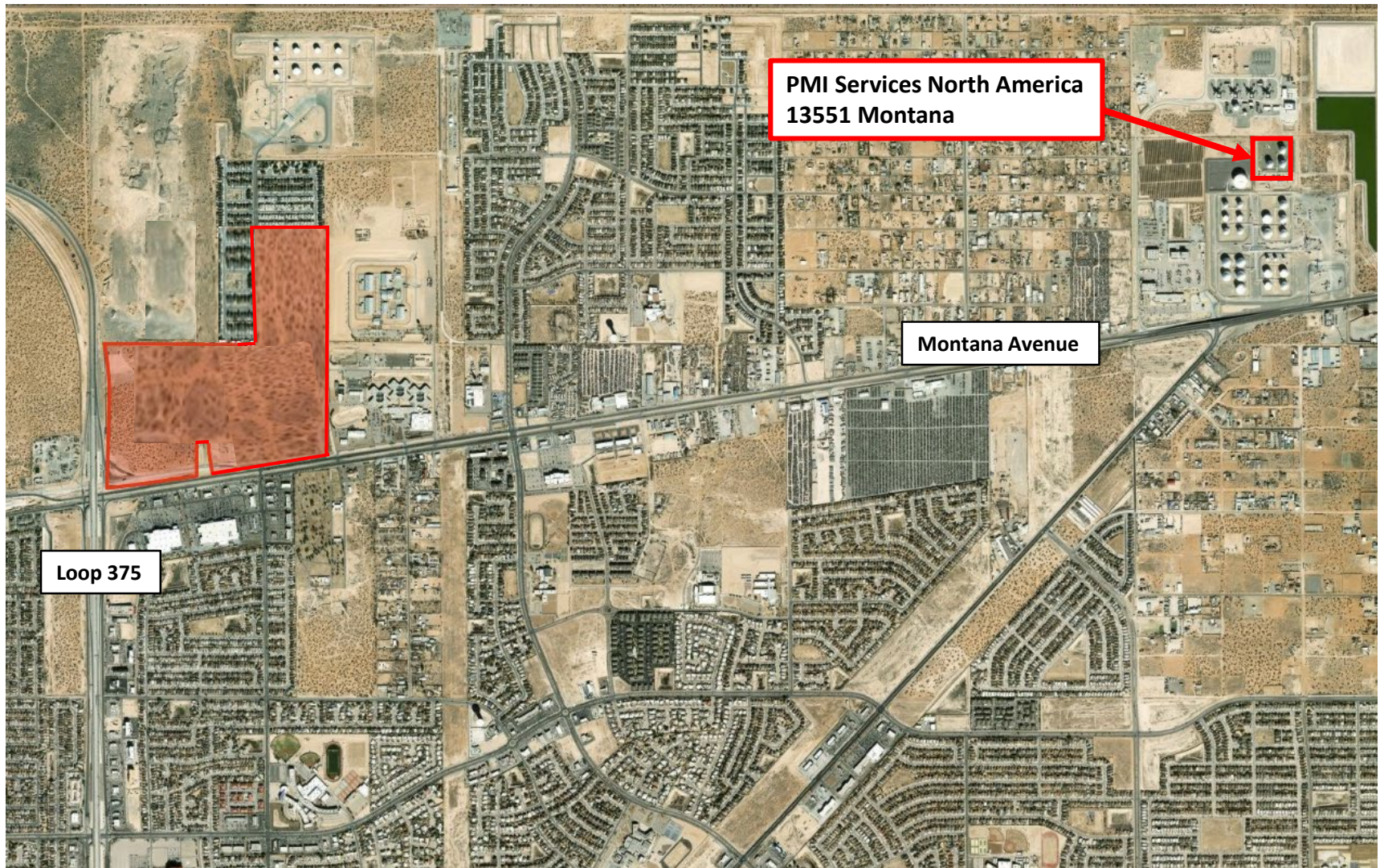
\_\_\_\_\_  
Juan Antonio Nevarez, CM, ACE, IACE  
Director of Aviation

*D.R. Panko*

\_\_\_\_\_  
David R. Panko  
Foreign Trade Zone 68 Manager



Attachment B – Parcel to be added (red lined) 13551 Montana Avenue, 12.65 Acres

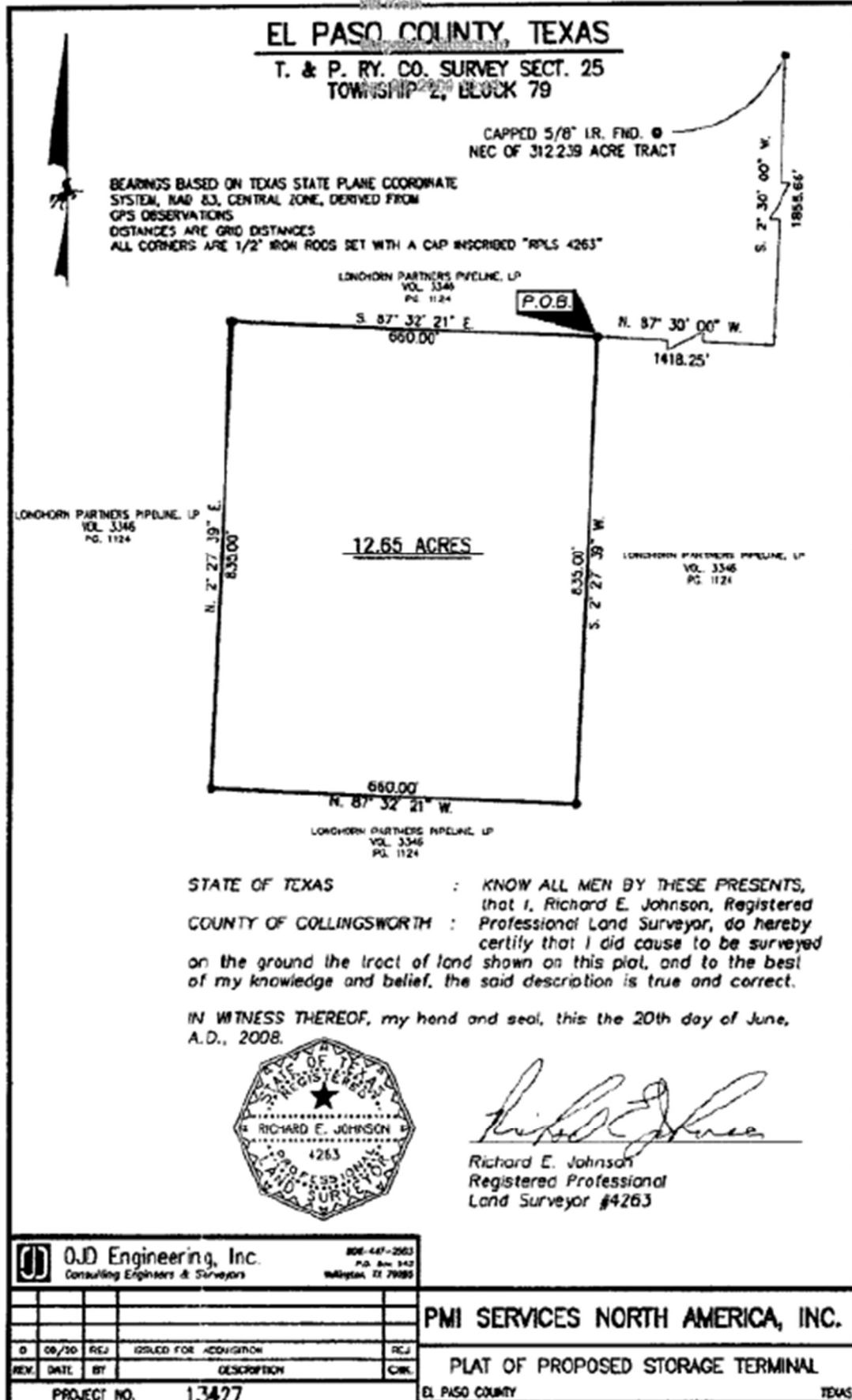




Attachment C – Parcel to be added (red lined) 13551 Montana Avenue, 12.65 Acres



# Attachment A – Metes & Bounds of PMI property





Legislation Text

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File #: 25-148, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Professional Service Industries, Inc., for a project known as "Geotechnical and Material Testing Services for the El Paso International Airport General Aviation Ramp Rehabilitation" for an amount not to exceed \$223,118.87. In addition, the City Engineer is authorized to increase the contract amount up to \$50,000.00 without further authorization from City Council, if such services are necessary for the proper execution of the project and the increased amount is in the appropriate budget for the project. Further, 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 the Agreement for Professional Services.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:** No. 1: Cultivate an Environment Conducive to Strong, Economic Development

**SUBGOAL:** 1.4: Grow the core business of air transportation

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Gvette Hernandez  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



CITY OF EL PASO  
CAPITAL IMPROVEMENT DEPARTMENT  
218 N. CAMPBELL, 2ND FLOOR  
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY				
SOLICITATION #2024-0686R				
GEOTECHNICAL & MATERIAL TESTING SERVICES FOR THE EPIA GA RAMP REHABILITATION				
CONSULTANT	LOI	PSI	TERRACON	WSP
Rater 1	70	84	77	82
Rater 2	53	81	62	78
Rater 3	67	78	70	75
Total Rater Scores	190	243	209	235
References	3.3	9.9	9.8	6.7
Overall Score:	193.3	252.9	218.8	241.7

4

1

3

2

Rankings	Consultant
1	PSI
2	WSP

Rankings	Consultant
3	TERRACON
4	LOI

## RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Professional Service Industries, Inc., for a project known as “Geotechnical and Material Testing Services for the El Paso International Airport General Aviation Ramp Rehabilitation” for an amount not to exceed \$223,118.87. In addition, the City Engineer is authorized to increase the contract amount up to \$50,000.00 without further authorization from City Council, if such services are necessary for the proper execution of the project and the increased amount is in the appropriate budget for the project.

Further, 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 the Agreement for Professional Services.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

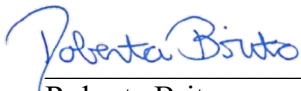
### CITY OF EL PASO:

\_\_\_\_\_  
Renard U. Johnson  
Mayor

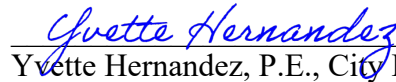
### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

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



THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO    )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 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 Professional Service Industries, Inc., a Delaware, USA, Foreign For-Profit Corporation Authorized to Transact Business in Texas, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “Geotechnical and Material Testing Services for the El Paso International Airport General Aviation Ramp Rehabilitation”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.  
ATTACHMENTS**

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration (FAA) Contract Provisions

**ARTICLE II.  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

**2.2** The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

**2.3** The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

**2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

**2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **\$223,118.87** for all basic services and reimbursables performed pursuant to this Agreement.

In addition, the City Engineer is authorized to increase the contract amount up to \$50,000.00 without further authorization of City Council, if such services are necessary for the proper execution of the project and the increased amount is in the appropriate budget of the project.

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

**3.2 CONSULTANT'S SERVICES.** The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"**.

**3.3 CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

**3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

**3.3.2** The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

**3.4 INTENTIONALLY DELETED.**

**3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

**ARTICLE IV.  
PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

**4.3 TERMINATION.** This Agreement may be terminated as provided herein.

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part

for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

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

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**  
\$1,000,000.00 Per Occurrence  
\$1,000,000.00 Products/Completed Operations  
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**  
**Combined Single Limit**  
\$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000 on a claims made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “E”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

**5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER’S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT’S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY’S INDEPENDENT PROJECT MANAGERS.**

To the extent allowed by state law, the Owner will be responsible for its own actions.

## **ARTICLE VI. FEDERAL AND STATE PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

**6.1.1 CONTRACT ASSURANCE.** The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**6.1.2 DBE GOOD FAITH EFFORTS.** The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

**6.2 TERMINATION FOR CANCELLATION OF GRANT.** Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from

performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

**6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.**

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
  - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto.



Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

**7.2 INTENTIONALLY DELETED.**

**7.3 CONSULTANT’S QUALITY OF WORK.** The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall

have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

#### **7.6 CONTRACTING INFORMATION**

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

**7.7 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.8 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.9 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.10 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.11 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.12 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	Professional Service Industries, Inc. Ruben Barrientos Jr. 5044 Doniphan Drive, Building D El Paso, Texas 79932
--------------------	--

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.13 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**7.14 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**7.15 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that

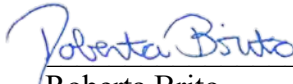
discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

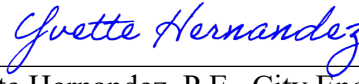
**CITY OF EL PASO:**

\_\_\_\_\_  
Dionne L. Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

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

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS** §  
§  
**COUNTY OF EL PASO** §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by **Dionne L. Mack**, as **City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

*(Signatures begin on following page)*

CONSULTANT:

By: *Ruben Barrientos, Jr.*  
Name: Ruben Barrientos, Jr.  
Title: Regional Manager

ACKNOWLEDGEMENT

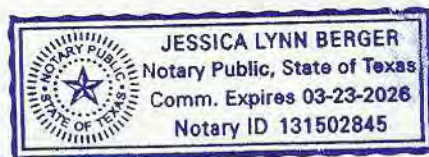
THE STATE OF Texas §  
§  
COUNTY OF El Paso §

This instrument was acknowledged before me on this 10 day of January, 2025,  
by Ruben Barrientos, Jr., Regional Manager, on behalf of Consultant.

*Jessica Lynn Berger*  
Notary Public, State of Texas

My commission expires:

3-23-2026



**ATTACHMENT “A”  
SCOPE OF SERVICES**

## **ATTACHMENT “A” SCOPE OF SERVICES**

This contract will be used for geotechnical and materials testing services for the General Aviation Ramp Rehabilitation Project and Taxiway A Rehabilitation.

Services to be included:

- Investigation
- Construction materials testing and inspection
- Pavement Design recommendations, if needed

Products required to include:

- Testing Reports will be submitted to the Owner as per the project technical specifications

The firm shall render the following services in connection with the construction of the project:

- Provide professional engineering services in the field of geotechnical and materials testing.
- Provide technical and professional engineering consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.
- Provide materials engineering and testing, and construction quality assurance /quality control (QA/QC) services. All field and laboratory procedures shall be performed under the direct supervision of a registered professional engineer in accordance with ASTM E 329 Standards Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in construction.
- Provide the City a monthly report of tasks and activities related to this service. Report should include project name, percent of testing completed, number of invoices paid, total amount of purchase order.
- Provide notification when contractor requests overtime for testing. Overtime for testing services will be paid for by the Contractor. The City will not pay overtime unless requested and approved in writing by the City.
- The Contractor will pay for failed tests. The City will be provided with date, time and number of failed tests.
- The firm’s staff is to provide only those services that are within the technical and professional areas of expertise that are equipped to perform those services. The firm shall be able to demonstrate experience with the following:

### **AIRFIELD SOIL SURVEYS & PAVEMENT DESIGN**

- Flexible and rigid pavement designs.
- Subgrade, subbase and base course stabilization analysis.
- Construction materials specifications.
- Pavement failure analysis and remediation design.

The firm shall be able to demonstrate the certifications, equipment, and ability to perform the following:

## **SOILS**

- Nuclear density
- Sand cone density
- Gradation
- Hydrometer analysis
- Atterberg limits
- Specific gravity
- Soil stabilization design
- Moisture-density relation
- Unconfined strength
- Permeability (falling head, and constant head)
- California bearing ratio (CBR)

## **CONCRETE**

- Mix design
- Flatness/levelness
- Slump & air content
- Unit weight/yield
- Compressive strength
- Flexural strength
- Coring, and testing of cores.

## **ASPHALT**

- Pavement section design
- Bitumen extraction
- Stability & flow
- Mix designs
- Aggregate gradation
- Specific gravity
- Unit weight
- Coring

## **AGGREGATES**

- Moisture content



- Gradation
- Specific gravity
- Soundness
- Los Angeles abrasion
- Absorption
- Clay lumps/friable particles
- Flat/elongated pieces
- Fractured faces.

## **OTHER MATERIALS TESTING AS REQUIRED KNOWLEDGE AND SKILLS**

The firm shall have knowledge in the geotechnical engineering and materials testing field and be familiar with engineering and construction practices. The firm shall be familiar and have experience with the following:

- Current International Building Code
- Pertinent Federal Aviation Administration (FAA) advisory circulars
- EPIA Operations and Security Constraints
- City of El Paso Subdivision Ordinance
- City of El Paso Grading Ordinance
- Texas Commission and Environmental Quality (TCEQ) requirements
- Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements
- Texas Department of Health Requirements
- ADA and Texas Accessibility Standards (TAS)
- Other local, state, and federal codes, ordinances, and requirements

## **GOALS**

The selected firm is expected to achieve the following goals:

- Provide exemplary geotechnical and material testing services.
- Become familiar with project construction documents and assure compliance to materials testing requirement for the project.

## **KEY OBJECTIVES**

The selected firm is expected to achieve the following:

- The firm is expected to work in conjunction with the Capital Improvement Department, El Paso International Airport and project team to successfully resolve issues.
- Implementation of creative and innovative approaches.
- The firm will assure that this project will support the relevant department mission, accreditation standards and compliance with best practices.

**ATTACHMENT “B”**  
**CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**

**Anticipated Construction Materials Testing & Observation Services****Project: EPIA General Aviation Ramp Rehabilitation**

	Unit	Quantity	Unit Price	Item Total
<b>Soils &amp; Asphalt Testing and Observation</b>				
<b>Site Preparation</b>				
Engineering Technician (In-place Density Testing) – Item No.3	Per Hour	528	\$65.00	\$34,320.00
Engineering Technician (In-place Density Testing) (Overtime)– Item No.4	Per Hour	132	\$97.50	\$12,870.00
Laboratory Moisture Density Relationship– Item No.6	Each	8	\$280.00	\$2,240.00
Atterberg Limit Determination– Item No.9	Each	8	\$120.00	\$ 960.00
Sieve Analysis including Percent Passing No. 200 Sieve– Item No.8	Each	8	\$155.00	\$1,240.00
LA Abrasion – Item No. 12	Each	2	\$435.00	\$ 870.00
Sample Pick-up (To obtain soil samples prior to request for density testing)– Item No.1	Per Hour	12	\$65.00	\$ 780.00
Transportation Charge– Item No.56	Per Trip	69	\$50.00	\$3,450.00
Admin/Clerical – Item No.54	Per Hour	69	\$71.69	\$4,946.61
<b>Asphalt Pavement</b>				
Engineering Technician (Field Asphalt Sampling and Testing)) – Item No.26	Per Hour	528	\$65.00	\$34,320.00
Engineering Technician (Laboratory Asphalt Testing)) – Item No.26	Per Hour	288	\$65.00	\$18,720.00
Engineering Technician (In-place Density Testing) (Overtime)) – Item No.27	Per Sample	204	\$97.50	\$19,890.00
Asphalt Laboratory Testing - Marshal Value) – Item No.28	Per Sample	36	\$252.00	\$9,072.00
Asphalt Laboratory Testing - Extraction/gradation) – Item No.29	Per Sample	36	\$247.00	\$8,892.00
Asphalt Laboratory Testing - Rice) – Item No.30	Per Sample	36	\$152.00	\$5,472.00
Asphalt Cores (Thickness, Voids, Density) – Item No.31	Each	216	\$75.00	\$16,200.00
Transportation Charge – Item No.56	Per Trip	102	\$50.00	\$5,100.00
Admin/Clerical – Item No.54	Per Hour	102	\$71.69	\$7,312.38
<b>Sub-Total</b>				<b>\$186,654.99</b>
<b>Concrete Testing and Observation</b>				
<b>Miscellaneous Concrete, Sitework</b>				
Engineering Technician (Concrete Sampling and Testing) – Item No.16	Per Hour	64	\$65.00	\$4,160.00
Engineering Technician (In-place Density Testing) (Overtime) – Item No.17	Per Hour	0	\$97.50	\$ 0.00
Concrete Cylinders (Cured and/or Tested in Compression) – Item No.18	Each	80	\$30.00	\$2,400.00
Specimen Recovery – Item No.14	Per Hour	48	\$65.00	\$3,120.00
Transportation Charge – Item No.56	Per Trip	32	\$50.00	\$1,600.00
Admin/Clerical– Item No.54	Per Hour	16	\$71.69	\$1,147.04
<b>Sub-Total</b>				<b>\$12,427.04</b>
<b>Engineering &amp; Technical Services</b>				
<b>Technical Services</b>				
Project Manager – Item No.49	Per Hour	120	\$160.00	\$19,200.00
Safety Badge/Orientation Training ID Card	Per Person	12	\$158.07	\$1,896.84
Safety Badge/Orientation Training– Item No.16	Per Hour	36	\$65.00	\$2,340.00
Safety Badge/Orientation Training – Item No.56	Per Trip	12	\$50.00	\$ 600.00
<b>Sub-Total</b>				<b>\$24,036.84</b>
<b>Construction Materials Testing and Observation Estimated Total</b>				<b>\$223,118.87</b>

**ATTACHMENT “C”  
INTENTIONALLY DELETED**

## **ATTACHMENT “D” PAYMENT SCHEDULE**

For the project known as “**GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR THE EL PASO INTERNATIONAL AIRPORT GENERAL AVIATION RAMP REHABILITATION**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$223,118.87** for all Basic Services and reimbursables noted within the Agreement and its attachments.

### **Payment to Consultant**

**The compensation for each task described is described in Attachment “A”. The Consultant shall bill the Owner on a monthly basis through written invoices. The owner shall make payments upon presentation of the Consultant’s detailed invoice and accompanying summary and progress report and Owner’s written approval.**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

**Reimbursable Costs:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant’s invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with the Owner’s fiscal year.

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges

are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

### **DELIVERABLE SCHEDULE**

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “A”** and the Notice to Proceed.

**ATTACHMENT “E”  
INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
11/05/2024

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).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> WTW Certificate Center <b>NAME:</b> <b>PHONE</b> (A/C, No, Ext): 1-877-945-7378 <b>FAX</b> (A/C, No): 1-888-467-2378 <b>E-MAIL</b> ADDRESS: certificates@wtwco.com																					
<b>INSURED</b> Professional Service Industries, Inc. 5044 Doniphan Dr Building D El Paso, TX 79932	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>QBE Insurance Corporation</td><td>39217</td></tr><tr><td>INSURER B:</td><td>Safety National Casualty Corporation</td><td>15105</td></tr><tr><td>INSURER C:</td><td>QBE Specialty Insurance Company</td><td>11515</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	QBE Insurance Corporation	39217	INSURER B:	Safety National Casualty Corporation	15105	INSURER C:	QBE Specialty Insurance Company	11515	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** W36158786**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGA1407408	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 25,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6676812	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	LDS4068982 (AOS)	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
B	<b>Workers Compensation &amp; Employers Liability</b> Per Statute			PS 4068980 (WI)	10/01/2024	10/01/2025	EL Each Accident \$1,000,000
			EL Disease - EA Empl. \$1,000,000				
			EL Disease - Pol Lmt. \$1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See next page for additional information:

SEE ATTACHED

**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 <i>Patricia A. Jony</i>

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ACORD 25 (2016/03)

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SR ID: 26722958

BATCH: 3690548



**ATTACHMENT “F”**  
**FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS**

## **ATTACHMENT “F”**

### **FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

**In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.**

**If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.**

#### **A. GENERAL REQUIREMENT FOR CONTRACT**

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

#### **B. FAILURE TO COMPLY**

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

#### **C. CONTRACT PROVISIONS**

##### **1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

### **BUY AMERICAN CERTIFICATION**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### **Type of Certification is based on Type of Project:**

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

\*\*\*\*\*

### **Certificate of Buy American Compliance for Total Facility**

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing US domestic products
  3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
  3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

1/15/25

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

Professional Service Industries, (PSI)

\_\_\_\_\_  
Company Name

Regional Director

\_\_\_\_\_  
Title

\* \* \* \* \*

### **Certificate of Buy American Compliance for Manufactured Products**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

1/15/25

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

Professional Service Industries, (PSI)

\_\_\_\_\_  
Company Name

Regional Director

\_\_\_\_\_  
Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.



3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

**7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

**Contract Assurance (49 CFR § 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (49 CFR §26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

**10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

**11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

**13. RIGHTS TO INVENTIONS (all AIP-funded projects)**

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)**

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**16. TEXTING WHEN DRIVING (all contracts)**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

# 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 \_\_\_\_\_

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		

**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: John Bait Date: \_\_\_\_\_



CITY OF EL PASO

# City of El Paso Capital Improvement Department

## Solicitation# 2024-0686R El Paso International Airport General Aviation Ramp Rehabilitation

February 4, 2025

### Strategic Plan Goal:

- 1) Cultivate an Environment Conducive to Strong, Economic Development
- 1.4) Grow the Core Business of Air Transportation





# Project Details



District:	2
Contract Value:	\$223,118.87
Funding Source:	\$ 200,806.98 (90%) FAA AIG BIL Grant \$ 22,311.89 (10%) Airport Enterprise Funds



# Contract Scope of Work

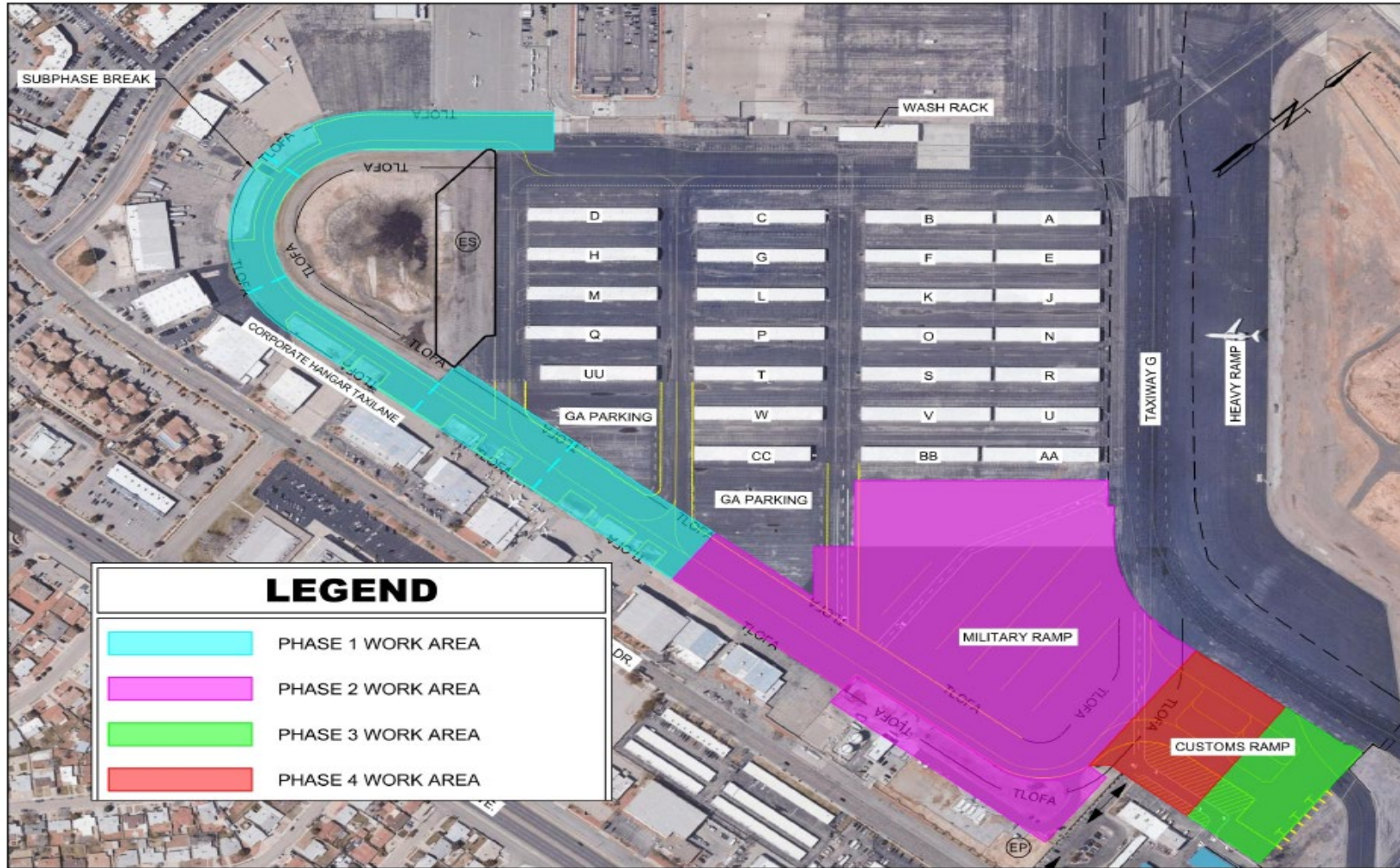


The improvements include reconstruction and rehabilitation of the El Paso International Airport General Aviation ramp, Customs ramp, heavy ramp and corporate hangar taxi lane. Improvements to the project area include:

- **Demolition:**
  - Removal of full depth asphalt pavement, uniform and variable depth asphalt milling.
- **Apron Construction and Rehabilitation:**
  - FAA Asphalt Surface Course, Concrete Pavement, Crushed Aggregate Base Course, and associated grading. The work will require establishing erosion control measures.
- **Stormwater Improvements:**
  - The work shall include the installation of reinforced concrete pipes (RCP), reinforced concrete boxes, inlet structures, and ditch paving.



# Project Location



El Paso International Airport  
General Aviation Ramp

# Solicitation Summary



- Request for Qualification advertised on September 6, 2024
  - 4 firms submitted statements of Qualifications
    - PSI
    - Terracon
    - WSP
    - LOI
- Reasons for selecting consultant:
  - Demonstrated understanding of Federal Aviation Administration Advisory Circulars
  - Demonstrated project manager and team experience
  - Demonstrated project understanding and approach
- Recommended Actions
  - To award contract to Professional Service Industries, Inc. (PSI) for the amount not to exceed \$223,118.87



# Recommended Council Action



**That the City Manager be authorized to sign the Agreement for Geotechnical and Materials Testing Services Contract by and between the City of El Paso and Professional Service Industries, Inc. (PSI) for a project known as “EPIA General Aviation Ramp Rehabilitation”, for an amount not to exceed two hundred twenty three thousand, one hundred eighteen and 87/100 dollars (\$ 223,118.87); and that the City Manager or Designee be authorized to approve up to fifty thousand (\$50,000.00) in additional services for a total contract amount not to exceed two hundred seventy three thousand, one hundred eighteen and 87/100 dollars (\$273,118.87). That the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents and contracts necessary for execution of the Agreement.**

## MISSION



Deliver exceptional services to support a high quality of life and place for our community.

## VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



## VALUES

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



## MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

## VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



## VALORES

Integridad, Respeto, Excelencia,  
Responsabilidad, Personas



Legislation Text

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File #: 25-149, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Airport, Tony Nevarez, (915) 212-0330

**AGENDA LANGUAGE:**

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

A Resolution authorizing the submission of an application to the Texas Commission on Environmental Quality (TCEQ) Texas Volkswagen Environment Mitigation Program (TxVEMP) All Electric Grant Program requesting an estimated cost share of five hundred thousand dollars (\$500,000) with no match required from Airport Enterprise Funds, and that the City Manager, or designee, be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this grant agreement. Funding source: TCEQ Grant for the FY 2023 Texas Volkswagen Environmental Mitigation Program (TxVEMP).

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** \_\_\_\_\_

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

## RESOLUTION

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

That the Director of Aviation be authorized to sign and submit a grant application and related documentation to the Texas Commission on Environment Quality (TCEQ) and be designated the official representative of the City of El Paso to act in connection with the application process for the Texas Volkswagen Environment Mitigation Program (TxVEMP) All Electric Grant Program.

That upon approval and issuance of such grant by the TCEQ, the City Manager, or authorized designee, be authorized to accept and sign the grant agreement, any related grant modifications, and other necessary documents when the form and substance of those documents have been reviewed and approved by the City Attorney's Office, and that such authorization will include the ability to accept and sign multiple agreements and documents, as the TCEQ grant may be issued in various disbursements;

That the City Manager be authorized to approve and sign any budget transfers needed to establish appropriations in connection with this grant.

The City is requesting a total grant amount of \$500,000.00 for the FY 2023 Texas Volkswagen Environment Mitigation Program (TxVEMP), with no match required.

**APPROVED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2025.**


### CITY OF EL PASO:

\_\_\_\_\_  
Renard U. Johnson  
Mayor

### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

### APPROVED AS TO CONTENT:

 For  
\_\_\_\_\_  
Tony Nevarez, CM, ACE, IACE  
Director of Aviation





Item 6

# El Paso International Airport Electric Fleet Project

Authorizing the Submission of FY23 Application to the Texas  
Volkswagen Environmental Mitigation Program (TxVEMP) All Electric Grant Program

February 4, 2025





CITY OF EL PASO

# STRATEGIC PLAN

**Goal 1: Create an Environment  
Conducive to Strong sustainable  
Economic Development**

**1.4: Grow the Core Business of Air Transportation**

# Overview

- TxVEMP Grant Description
- Project Scope of Work and Timeline
- City Council Requested Action





# Texas Volkswagen Environmental Mitigation Program (TxVEMP)

## Grant Program Description

- Texas Commission on Environmental Quality (TCEQ) grant funded by settlement agreements with Volkswagen (competitive discretionary)
- Funding to repower or replace eligible vehicles and equipment with all-electric models, along with supporting infrastructure
- \$6,317,743 allocation to El Paso County for Class 4-8 shuttle bus



# Project Scope of Work & Timeline

## One electric passenger shuttle and charging station

- Replace depreciated gas-powered shuttle with one electric passenger shuttle
- Purchase and install one Level 3 DC Fast Charging station

**Estimated Project Cost \$500,000**

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100% TCEQ Match

No Airport Match Required

- Deadline on a rolling basis; final deadline August 31, 2025 with announcement in Fall 2025

# Proposed Charging Station Location

## Optimize Current Passenger Shuttle Parking for Transition to Additional Electric-powered Shuttles

**Airport-owned remote lot**  
Current Shuttle Parking





# City Council Requested Action

Authorize the submission of an application to the TCEQ TxVEMP program requesting an estimated amount of five hundred thousand (\$500,000) , with no match required from Airport enterprise funds, and that the City Manager, or designee, be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this grant agreement.

## Mission

Deliver exceptional services to support a high quality of life and place for our community

## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople

## Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Legislation Text

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**File #: 25-155, Version: 4**

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**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**

Fire, Chief Jonathan P. Killings, (915) 212-5665

**AGENDA LANGUAGE:**

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

That the Mayor is authorized to sign an Interlocal Cooperation Agreement by and between the City of El Paso and Texas Tech University Health Sciences Center at El Paso, to provide online-medical direction to the Emergency Medical Services System (EMSS) for a term of three (3) years with a two-year option to extend.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** \_\_\_\_\_

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



## RESOLUTION

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

That the Mayor is authorized to sign an Interlocal Cooperation Agreement by and between the City of El Paso and Texas Tech University Health Sciences Center at El Paso, to provide online-medical direction to the Emergency Medical Services System (EMSS) for a term of three (3) years with a two-year option to extend. .

Approved this \_\_\_\_ day of \_\_\_\_\_ 2025.

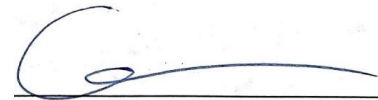
### CITY OF EL PASO

\_\_\_\_\_  
Renard U. Johnson  
Mayor

### ATTEST:

\_\_\_\_\_  
Laura D. Prine, City Clerk

### APPROVED AS TO FORM:

\_\_\_\_\_  


Carlos L. Armendariz  
Assistant City Attorney

### APPROVED AS TO CONTENT:

\_\_\_\_\_  


Jonathan P. Killings, Fire Chief  
El Paso Fire Department

**INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the Agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act"; see Texas Government Code, Chapter 791, et seq. This Agreement is entered into by and between City of El Paso Fire Department ("Receiving Agency") and Texas Tech University Health Sciences Center at El Paso (TTUHSCEP) ("Performing Agency"). Both Receiving Agency and Performing Agency are also referred to herein as "Party" or, collectively, "Parties."

**Agreement**

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Receiving Agency and Performing Agency agree as follows.

**Article 1****Statement of Services to be Performed****1.1 The Performing Agency will provide the following services ("Services"):**

Medical Control shall provide online-medical direction to the Emergency Medical Services System (EMSS) as follows:

1. Provide continuous physician coverage, by two-way voice communications twenty-four hours a day, seven days a week, to personnel of the City EMSS.
2. Medical Control physicians shall be available by voice contact for EMSS consultation either through radio or telephone within one minute of contact by Fire Operations Personnel or Dispatch except when it is impossible to do so due to communications equipment failure or non-availability of communications equipment.
3. All Medical Control physicians utilized in fulfilling the terms of this contract shall be licensed to practice medicine in the State of Texas and shall comply with the protocols of the City of El Paso EMSS. Physicians shall be covered for liability by the provider of the Medical Control service.
4. All Medical Control physicians will submit a copy of Texas Medical Board Physician License. These Licenses are standard to all physicians practicing medicine in a hospital or private practice in the State of Texas.
5. Proof of malpractice insurance must be attached to this proposal. Limit of liability for physicians shall not be less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
6. All Medical Control physicians shall comply with the Medical Practice Act and all administrative regulations promulgated thereunder.
7. All Medical Control physicians shall be ultimately responsible for pre-hospital care. This authority and responsibility shall be noted on all protocols. Delegation of responsibilities shall be consistent with the patient's health and welfare and shall be undertaken pursuant to the Medical Practices Act which consider the skill, training and experience of both physician and Emergency Medical Technician.
8. All Medical Control physicians shall attend an orientation training provided by the EMSS, and shall perform field observation as directed by the EMSS.
9. Medical Control physicians shall utilize established protocols and standing orders as approved by the EMSS Medical Director as a guide in providing guidance and medical care advice.
10. Medical Control Physicians shall provide written reports or sworn statements to the City Attorney's Office as requested. Attend pre-trial conferences, depositions and trials arising out of his or her duties as a Medical Control Physician.
11. In order to provide Medical Control for EMSS, Physicians shall be Emergency Department (E.D). Attending Physicians and/or Post Graduate Year 2 (PGY2 Residents).
12. Provide to the Fire Chief or his designate quarterly, a listing of Physicians who are authorized and qualified to serve as Medical Control. The adding and deleting of physicians will be reported within 10 days of any changes; In addition, provide records of training, licenses and certificates provided to the physicians involved in providing Medical Control; and cooperate with the Fire Department in providing the opportunity to become involved in training of said physicians.
13. The Hospital's Emergency Department Medical Director / Faculty Director must at least quarterly or as appropriate meet with the Fire Chief or his designate, relevant City Department Heads, and/or other administrative officials of the City, on the operation of the EMS System.
14. The EMSS Medical Director has the authority to disallow any physician from providing Medical Control to EMSS at any time.
15. All information obtained during Medical Control calls shall be documented in electronic format by the physician. The minimum required information is located on the Attachments tab 1. Attachment A - Medical Control Minimum Information.

The Fire Chief or his designate shall have access to generate electronic reports, based on the various data point, from the Medical Control data collected.

16. Medical Control Physicians shall provide at minimum of four (4) educational hours per contract year.

## **Article 2 Agreement Amount**

- 2.1 The following charges for services requested are based on the description of activities set up on the Statement of Qualifications. Charge for services include any required supplies or additional associated cost to perform the activities as outlined in this proposal.

### SERVICE

Medical Control Services

### BID FY: 2025 -2027 — 36 months

Proposed \$154,546, \$159,183, and \$163,958 respectively each year.

Contacted services to increase by 3% after 3rd year if option is exercised by both parties.

## **Article 3 Consideration and Payment for Services**

- 3.1 The Receiving Agency agrees to pay the Performing Agency for Medical Control Services at the rates set forth in Article 2. The services shall be limited to those services delineated in Article 1 of this Agreement. The Performing Agency shall submit a monthly invoice to the Fire Department. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall detail actual expenditures invoices for each service provided.

## **Article 4 Term of Agreement**

- 4.1 The term of this Agreement shall commence on January 1, 2025, and continue in full force and effect through December 31, 2027 with a two (2) year option to extend the same terms and conditions.
- 4.2 Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days written notice.

## **Article 5 General Provisions**

- 5.1 **Independent Contractor.** Performing Agency agrees that it is an independent contractor and that this Agreement does not form a joint venture or partnership. Receiving Agency will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Receiving Agency furnish any medical or retirement benefits or any paid vacation or sick leave. Performing Agency is responsible for conduct of business operation, including employee salaries, travel, etc.
- 5.2 **Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement shall be in writing and sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in United States mail; (ii) if sent by overnight courier, one (1) business day after delivery to the courier; and (iii) if sent by email, when received:

Performing Agency: Texas Tech University Health  
Sciences Center at El Paso  
Department: Emergency Medicine  
ATTN: Edward Michelson, M.D., Chair  
130 Rick Francis St. MSC 51014  
El Paso, TX 79905  
EmergencyMedicineElp@ttuhsc.edu

Receiving Agency: City of El Paso  
  
Department: Fire Department  
ATTN: Fire Chief  
416 N. Stanton St. Ste. 200  
El Paso, TX 79901  
FD-Medical@ElPasoTexas.gov

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt.

- 5.3 **Amendment.** This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended, or altered except by in writing signed by the Parties.
- 5.4 **Assignment.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- 5.5 **Force Majeure.** "Event of Force Majeure" means an event beyond the control of Parties which prevents or makes a party's compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.
- 5.6 **Human Trafficking Certification.** Pursuant to Texas Government Code § 2155.0061, Performing Agency certifies that the individual or business entity named in this Agreement is not ineligible to receive the Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 5.7 **Publicity and Marks.** Performing Agency agrees that it will not publicize this Agreement or disclose, confirm, or deny any details of this Agreement to third parties, or use Receiving Agency's name or protected marks without Receiving Agency's prior written approval.
- 5.8 **Venue; Governing Law.** El Paso County, Texas shall be the sole proper place of venue for any legal action or proceeding arising out of this Agreement or enforcement of any provision in this Agreement. This Agreement and all of the rights and obligations of the Parties and any claims arising from this Agreement will be construed, interpreted, and governed by the laws of the State of Texas.
- 5.9 **Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect.
- 5.10 **Essential Activities.** The Parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.
- 5.11 **Warranty of Authority.** The person(s) executing this Agreement on behalf of the Parties, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.
- 5.12 **Funding.** University's performance under the Agreement may be dependent upon appropriation of funds by the Texas legislature ("Legislature") and/or allocation of funds by the TTUS Board of Regents ("Regents"). The Parties acknowledge that appropriation and allocation of funds are beyond University's control. If the Legislature fails to appropriate, or Regents fail to allocate, necessary funds, or if there is a reduction of funding from other revenue sources, University will issue written notice to City of El Paso and University may terminate this Agreement without further duty or obligation hereunder, other than payment for goods and services already delivered or provided. This Agreement may be funded wholly or partially with federal funds. City of El Paso shall comply with all applicable provisions of federal law. University utilizes <http://www.gsa.gov> and <https://www.ecfr.gov> for all federal guidelines.
- 5.13 **Entire Agreement.** This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.

- 5.14 **E-Signatures.** This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.

**Texas Tech University  
Health Sciences Center at El Paso**

Lisa Badillo

Lisa Badillo (Dec 23, 2024 18:19 MST)

Signature

Lisa Badillo

Printed Name

Vice President for Clinical Administration and  
President's Delegate

Title

12/23/2024

Date

**City of El Paso**

Signature

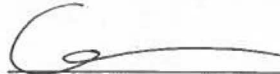
Printed Name

Mayor

Title

Date

**APPROVED AS TO FORM:**



Carlos L. Armendariz  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



Jonathan Killings, Fire Chief  
El Paso Fire Department



Legislation Text

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File #: 25-156, Version: 1

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**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**

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

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager, or designee, to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), for a project known as "Architect and Engineering Services for the Fire Station 7 Renovation Project" for an amount not to exceed \$219,479.90; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project for a total amount of \$319,479.90;. Further, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement for Professional Services. This project was identified as part of the 2019 Public Safety Bond that was approved on November 2019.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

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

**SUBGOAL:** No. 2.3: Increase Public Safety Operational Efficiency

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Gvette Hernandez  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)





CITY OF EL PASO  
CAPITAL IMPROVEMENT DEPARTMENT  
218 N. CAMPBELL, 2ND FLOOR  
EL PASO, TEXAS 79901

### EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0077R  
AE SERVICES FOR THE FS7 RENOVATION PROJECT

CONSULTANT	ASA	CDA	COUNTRYMAN	DEKKER	EMC2	HUITT ZOLLARS	INSITU	MIJARES MORA	MNK	PARKHILL
Rater 1	70	90	90	76	10	86	86	83	40	81
Rater 2	79	79	81	83	10	86	76	79	77	85
Rater 3	90	80	90	85	8	90	75	90	36	84
Total Rater Scores	239	249	261	244	28	262	237	252	153	250
References	9.7	7.38	8.53	6.5	0	7.27	7.92	7.74	7.42	7.39
Overall Score:	248.7	256.4	269.5	250.5	28.0	269.3	244.9	259.7	160.4	257.4
	7	5	1	6	10	2	8	3	9	4

Rankings	Consultant
1	COUNTRYMAN
2	HUITT ZOLLARS
3	MIJARES MORA
4	PARKHILL

Rankings	Consultant
5	CDA
6	DEKKER
7	ASA
8	INSITU

Rankings	Consultant
9	MNK
10	EMC2

## RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), for a project known as “Architect and Engineering Services for the Fire Station 7 Renovation Project” for an amount not to exceed **\$219,479.90**; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project for a total amount of \$319,479.90;.

Further, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement for Professional Services.

**APPROVED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2025.**

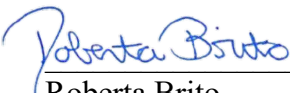
### CITY OF EL PASO:

\_\_\_\_\_  
Renard U. Johnson, Mayor

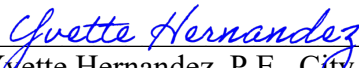
### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

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

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 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 Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “Architect and Engineering Services for the Fire Station 7 Renovation Project”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

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

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

**ARTICLE I.  
ATTACHMENTS**

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

**2.2** The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

**2.3** The Consultant shall serve as the Owner’s professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

**2.4** The Owner shall provide all available information to the Consultant, as to the Owner’s requirements for each Project’s the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as “as-built” drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

**2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner’s representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner’s policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **\$219,479.90** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment “C”** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

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

**3.2 CONSULTANT’S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

**3.3 CONSULTANT’S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment “D”**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

**3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

**3.3.2** The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant’s fee proposal, except by written amendment to this Agreement, executed by both parties.

**3.4 PROJECT CONSTRUCTION BUDGET AND TIME.** The Consultant acknowledges that the total project budget for the Project allocates is \$1,766,799.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’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 than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the

requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

**4.3 TERMINATION.** This Agreement may be terminated as provided herein.

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees

that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS’ COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

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

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**  
\$1,000,000.00 Per Occurrence  
\$1,000,000.00 Products/Completed Operations  
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**  
**Combined Single Limit**  
\$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

**5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.**

To the extent allowed by state law, the Owner will be responsible for its own actions.

## **ARTICLE VI. FEDERAL AND STATE PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal,



state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, shall apply.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

#### **7.6 CONTRACTING INFORMATION**

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

**7.7 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.8 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.9 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.10 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.11 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.12 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:

The City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890

With a Copy to:                      The City of El Paso  
Attn: City Engineer  
P. O. Box 1890  
El Paso, Texas 79950-1890

To the Consultant:                      COUNTRYMAN & CO. PLLC  
Attn: Jennifer Countryman  
108 S. Stanton, 3<sup>rd</sup> Floor  
El Paso, Texas, 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.13 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**7.14 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**7.15 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

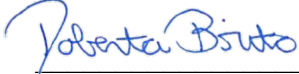
**(SIGNATURES BEGIN ON THE FOLLOWING PAGES)**

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

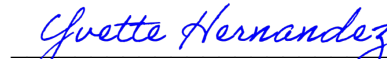
**CITY OF EL PASO:**

\_\_\_\_\_  
Dionne L. Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

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

**ACKNOWLEDGMENT**

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by **Dionne L. Mack**, as **City Manager** of the **City of El Paso, Texas**.


\_\_\_\_\_  
Notary Public, State of Texas

**My commission expires:**

\_\_\_\_\_

*(Consultant Signatures begin on the following page)*

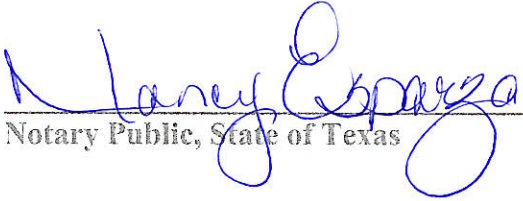
CONSULTANT:

By:   
 Name: Jennifer Countryman  
 Title: Architect / Owner

## ACKNOWLEDGEMENT

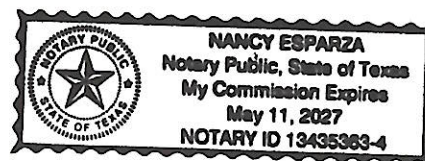
THE STATE OF TX §  
 COUNTY OF El Paso §

This instrument was acknowledged before me on this 11<sup>th</sup> day of January, 2025,  
 by Jennifer Countryman, Architect / Owner, on behalf of Consultant.

  
 Notary Public, State of Texas

My commission expires:

5/11/27



**ATTACHMENT “A”  
SCOPE OF SERVICES**

## **ATTACHMENT A SCOPE OF SERVICES**

### **GENERAL SCOPE:**

#### **1.0 SERVICES REQUIRED:**

##### **1.1 Planning:**

The Consultant shall assist the Owner in providing schedules for obtaining utility easements, utility service lines, and other permits if necessary. The Consultant shall prepare both design and performance specifications.

##### **1.2 Investigation:**

The Consultant is responsible for investigating all necessary design standards and specifications to comply with all applicable City Codes, Ordinances, and Capital Improvement Department (CID) Guidelines, to include drawing guidelines. Furthermore, the Consultant shall adhere to all local, state, and federal regulations, including the American with Disabilities Act. Moreover, the Consultant shall investigate all existing utilities and pertinent information.

##### **1.3 Design Analysis:**

N/A

##### **1.4 Surveys:**

The Consultant shall provide all necessary surveys to ensure a complete design of the project. These surveys include topographic, horizontal, boundary, and other applicable surveys as needed.

##### **1.5 Design:**

The design shall be performed in phases as presented in the section 4.0 Project Schedule below.

The Consultant is responsible for submitting a turnkey design product. Moreover, the Consultant will be responsible for determining that the design is prepared by licensed State of Texas Designers. Furthermore, the irrigation design if necessary will be developed by a State of Texas Licensed Irrigator.

During preliminary engineering, the Consultant shall prepare a basis of design report identifying applicable codes/standards to which improvements will be made. This report is also to include a permitting matrix, identifying all permits required to complete the fire station renovations.

In addition to complying with all local building codes, the Consultant will ensure compliance with the Dark Sky Ordinance, as applicable and if necessary.

Early in the design, the Consultant shall coordinate the selection of the materials and equipment with the city support departments.

The Consultant shall present the design to the City of El Paso Design Review Committee and comply with all committee requirements.



Sole sourcing will not be allowed.

**1.6 Public Involvement:**

N/A

**1.7 Utility Coordination:**

The Consultant shall be responsible to coordinate design efforts with all affected utility companies, so as to minimize utility relocation without compromising design standards. The Consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the utility companies during the preliminary design phase. Existing utilities shall be identified in the preliminary design plan submittal.

The Consultant shall meet with all affected utility companies to discuss the proposed design. Based on these coordination meetings, and correspondence between the Consultant and utility companies, the need and extent of relocation shall be determined. The Consultant will immediately schedule a meeting between the City of El Paso Project Manager and the utility company to resolve any disputes that may arise.

The Consultant, on behalf of the City of El Paso, shall request the relocation of all utility lines that conflict with the new improvements. The relocation of such utility lines can be part of the bid package provided that the utility companies sign an agreement with the City of El Paso and funding is available.

Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. The Consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

**1.8 Utility Services and Utility Easements:**

The Consultant shall submit all utility applications on behalf of the City of El Paso. However, the City of El Paso shall pay all utility service fees. The Consultant will not pull the installation of the utility service. The building contractor will be responsible for coordinating the installation of the utility services. Construction documents shall clearly show all utility company contacts and type of service requested. The Consultant will submit all utility service requests by, or before, the submittal of the construction documents for bid advertisement. The Consultant shall prepare all metes and bounds descriptions for utility easements. The Consultant shall coordinate easements the City of El Paso staff and respective utility companies. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date.

**1.9 Storm Water Pollution Prevention Plan (if applicable):**

The Consultant shall prepare and provide a stormwater pollution prevention plan that meets all applicable requirements. The stormwater pollution prevention plan shall be submitted to the City of El Paso Planning and Inspection Department for review and approval if applicable.

**1.10 Traffic and Pedestrian Control Plan (If applicable):**

The Consultant shall provide, and produce, a specification identifying general requirements for the traffic and pedestrian control plan. The Consultant is required to comply with national, state, and local entities and obtain plan approval from the City of El Paso Streets and Maintenance Department.

**1.11 ADA Compliance and Requirements:**

The Consultant shall include, and comply with, ADA, T.A.S, and Texas Department of Licensing and Regulation requirements. Consultant shall employ the services of a Registered Accessibility Specialist (RAS). The RAS will review the design documents, submit for state project registration and inspect the final construction project. The Consultant will comply with the RAS review and comments.

**1.12 Environmental Issues:**

The City of El Paso will provide any available asbestos reports for the facility and will acquire the services for an updated asbestos survey if necessary. Any asbestos abatement will be part of the contract documents so that the selected construction contractor can provide those services.

**1.13 Public Art:**

N/A

**1.14 Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements:**

N/A

**1.15 Building Permits, Special Permits, and Other Land Use Permits:**

The Consultant is responsible for compliance of all local, state, and federal building codes. The Consultant will submit digital set of sealed plans to the City of El Paso Planning and Inspection Department for review and approval during the final design phase period. The Consultant will obtain approval, from the City of El Paso Planning and Inspection Department, before the submittal of construction documents for the bid advertisement. It is the responsibility of the Consultant to follow-up the review and approval process with the City of El Paso Planning and Inspection Department. After approval, the designer will collect the approved plans and store them in a safe place. The Consultant will not be responsible for pulling permits but will be responsible for initiating the permit process. Instead, the building contractor is responsible for pulling permits. The City of El Paso Development Department will review grading and drainage, stormwater pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements. Should there be a revised drawing that needs to be reviewed and approved by Building Planning & Inspections during construction the consultant shall be responsible to submit and have that drawing approved within a timely manner.

The Consultant will prepare all documents that include but are not limited to, metes and bounds descriptions, site plans, elevations, floor layouts, life safety, and applications for permits, special permits, zoning changes, and land use permits. The Consultant will represent the City of El Paso during presentations and answer questions at the City of El Paso Design Review Committee and City Council meetings.

**1.16 Technical Specifications:**

The Consultant shall prepare and provide technical specifications based on accepted national specifications. All specifications must include the type of materials listed in the construction drawings, placement methods, quality control, and quality assurance testing. All specifications must comply with established standards and formats. The Consultant shall coordinate with directed equipment vendor to develop performance specifications. Sole sourcing will not be permitted.

**1.17 Construction Sequencing Plan:**

The Consultant will prepare a construction-sequencing plan and submit each phase of construction for review and approval.

**1.18 Construction Schedule:**

The Consultant shall assist the City of El Paso in providing an estimated duration for the renovations of such station.

**1.19 Title Work (Search):**

The Title Work Services scope will encompass comprehensive research, examination, and verification of property titles to ensure a clear and marketable title for the City. This includes conducting a thorough search of public records to identify any existing liens, encumbrances, restrictions, easements, or other claims against the property. The Consultant will compile all pertinent documentation, including title abstracts, chain of title, and any recorded deeds, and prepare a detailed title report outlining the current status of the title, potential issues, and any necessary actions to clear the title. Additionally, the Consultant will assist in resolving title defects by coordinating with relevant parties and facilitating the removal of any clouds on the title.

**1.20 Land Entitlements:**

The Land Entitlement Services for the City of El Paso will include comprehensive management and execution of any needed rezoning, platting, and special permit application processes necessary for the development of the subject property in accordance with City's Development Codes (18, 19, 20, 21). The Consultant will begin by conducting an in-depth analysis of the property, including current zoning regulations, land use policies, and potential impacts on surrounding areas. This will involve coordinating with city planning officials, attending pre-application meetings, and identifying any challenges or requirements specific to the site. For rezoning, the provider will prepare and submit all required applications, supporting documentation, and justifications to the City of El Paso, while also representing the client in public hearings and meetings with the City Plan Commission and City Council to advocate for approval. In parallel with the rezoning efforts, Consultant will manage the platting process to ensure compliance with the Development Codes. This will include the preparation of preliminary and final plats, coordination with surveyors, engineers, and city staff to address technical requirements, and the submission of all necessary documentation for review and approval. The Consultant will also handle the application for a special permit, including the preparation of detailed site plans, impact assessments, and other required studies. The provider will engage in discussions with relevant city departments, stakeholders, and the community to mitigate any concerns, ensuring that the special permit application aligns with the city's planning objectives. Throughout the entire entitlement process, the service provider will maintain close communication with the client, providing regular updates, managing timelines, and ensuring that all milestones are met for a successful project approval.

## **2.0 PRODUCTS REQUIRED:**

### **2.1 Drawings and Specifications:**

#### **A. Concept Design Layout:**

The Consultant shall submit a concept floor plan for approval prior to the start of preliminary design. Two to three meetings may be needed with City of El Paso Capital Improvement Department, I.T. Department, Fire Department, & Building Maintenance to ensure the design will meet the needs of the project. From past fire station renovations, the critical items all stations seemed to include were decontamination room, plumbing lines replacement, HVAC, ADA compliant elements. The assessment report provided can be used as a guide on other items necessary for the renovation of the station.

#### **B. Preliminary Design:**

The Consultant shall submit the following preliminary design submittals, as applicable:

- Coversheet (90% complete)
- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing Plan and Details (50% complete)
- Architectural Plan and Details (50% complete)
  - Civil Plan and Details (50% complete)
  - Structural Plan and Details (50% complete)
  - Horizontal Control Plan (90% complete)
  - Demolition Plan (90% complete)
  - Construction Notes (50% complete)
  - Storm Water Pollution Prevention Plan (75% complete)
  - Typical Construction Details (75% complete)
  - Site Plan (75% complete)
  - Grading Plan (50% complete)
  - Landscape Plan (50% complete)
  - Landscape Details (75% complete)
  - Irrigation Layout (40% complete)
  - Irrigation Details (75% complete)
  - Outline of Technical Specifications (90% complete)
  - General notes (50% complete)
- **Engineers Construction Estimate**
- Utility Coordination Notifications

The Consultant shall submit and one (1) PDF file of the completed preliminary design documents for review and comments. If the submitted preliminary design documents do not meet the Owners requested completion percentage rate, the Consultant must make the necessary corrections and resubmit the documents within ten (10) calendar days.

The City of El Paso Project Manager and the Consultant shall attend the City Design Review (CDR) meeting to present the design to the review committee. The Consultant shall answer any questions or comments given by the committee. The review committee will give the Project Manager and the Consultant approval to continue into the next phase of the design process. Prior to the City Design Review Meeting the designer and consultants will meet with the City Project Manager and stakeholders to review comments and comment annotations.

### **C. Pre-Final Design:**

The Consultant shall submit the following pre-final design submittals, as applicable:

- Coversheet (95% complete)
- Electrical Plan and Details (95% complete)
- Mechanical and Details (95% complete)
- Plumbing Plan and Details (95 complete)
- Architectural Plan and Details (95% complete)
- Civil Plan and Details (95% complete)
- Structural Plan and Details (95% complete)
- Horizontal Control Plan (95% complete)
- Demolition Plan (95% complete)
- Construction Notes (95% complete)
- Storm Water Pollution Prevention Plan (95% complete)
- Typical Construction Details (95% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Landscape Plan (95% complete)
- Landscape Details (95% complete)
- Irrigation Layout (95% complete)
- Irrigation Details (95% complete)
- Outline of Specs (95% complete)
- Technical Specification (95% complete)
- Quantity Summary Sheet (95% complete)
- General Notes
- **Engineer's Construction Estimate**
- Contract time determination
- Utility Clearance Letter/Certifications (Utilities, etc.)

The Consultant shall submit one (1) PDF file of the completed pre-final design documents for review and comments. If the submitted pre-final design documents do not meet the Owners requested completion percentage rate, the Consultant must make the necessary corrections and resubmit the documents within ten (10) calendar days.

The City of El Paso Project Manager and the Consultant shall attend the City Design Review (CDR) meeting to present the design to the review committee. The Consultant shall answer any questions or comments given by the committee. The review committee will give the Project Manager and the Consultant approval to continue into the next phase of the design process. Prior to the City Design Review Meeting the designer and consultants will meet with the City Project Manager and stakeholders to review comments and comment annotations.

#### **D. Final Design:**

The Consultant shall submit the following final design phase submittal, as applicable:

- Coversheet (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical and Details (100% complete)
- Plumbing Plan and Details (100% complete)
- Architectural Plan and Details (100% complete)
- Civil Plan and Details (100% complete)
- Structural Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Landscape Details (100% complete)
- Irrigation Layout (100% complete)
- Irrigation Details (100% complete)
- Outline of Specs (100% complete)
- Technical Specification (100% complete)
- Quantity Summary Sheet (100% complete)
- General Notes
- **Final Engineer's Construction Estimate**
- Final Contract time determination
- Final Utility Clearance Letter/Certifications (Utilities, etc.)

The Consultant shall submit one (1) PDF file of the completed final design documents for review and comments. If the submitted final design documents do not meet the Owners requested completion percentage rate, the Consultant must make the necessary corrections and resubmit the documents within ten (10) calendar days.

The City of El Paso Project Manager and the Consultant shall attend the City Design Review (CDR) meeting to present the design to the review committee. The Consultant shall answer any questions or comments given by the committee. The review committee will give the Project Manager and the Consultant approval to continue into the next phase of the design process. Prior to the City Design Review Meeting the designer and consultants will meet with the City Project Manager and stakeholders to review comments and comment annotations.

#### **E. Bidding and Construction:**

The Consultant shall submit the following documents for bidding purposes:

- A complete sealed set of drawings, in an acceptable electronic format
- A detailed scope of work, in an acceptable electronic format
- A detailed real world value cost estimate in electronic format

During the bidding process, the designer shall assist the Owner with but not limited to the following items: respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

During the construction phase, the Consultant shall assist the Owner on a time and material basis, which includes the following items:

- Responding to requests for information, RFI, from the Contractor
- Providing ASI's as necessary during construction
- Providing advice and recommendations to the Owner
- Reviewing Contractor technical submittals
- Attending weekly construction meetings
- Visiting site once a week and providing written observation reports
- Advising the Owner on the validity of requested change orders
- Preparing independent cost estimates on requested change orders resulting from design oversights
- Participating in "punch list" inspection and providing punch list to the Owner
- Producing and providing an electronic format "as-built" drawings

After the bid opening, but before the pre-construction meeting, if required, the Consultant shall provide in electronic format all revised PDF files of the sealed construction drawings, and revised sealed technical specifications, as well as a revised project scope and unit price proposal form. In addition to the revised documents, the Consultant will include written bid clarifications. The Consultant shall provide one (1) electronic copy of the revised sealed construction drawings, and revised sealed technical specifications, as well as the revised project scope of work and unit bid proposal form. In addition to the revised documents, the Consultant will provide one (1) electronic copy of the written bid clarifications. During construction project closeout period, the Consultant shall produce an electronic format "as-built" drawings.

## **2.2 Final Construction Cost Estimate:**

The Consultant shall develop and submit construction cost estimates. The construction cost estimate is expected to be within ten percent (10%) of the base bid item expected from the Contractor. The Consultant's final cost estimate shall take into account all labor costs based on the current City of El Paso prevailing wage rates, as adopted by the City Council.

## **2.3 Reproduction:**

The Consultant shall be responsible for all printing requirements during each phase of the project, as well as for code review requirements.

## **3.0 OTHER CONSIDERATIONS:**

- 3.1** All work will be in coordination with the Capital Improvement Department, El Paso Fire Department, and all affected stakeholders.
- 3.2** The design shall follow the City of El Paso Department of Information Technology Services ("DoITS") requirements for computer and telephone systems, if applicable.
- 3.3** At each design phase the Consultant is responsible for the review of all drawings, specifications from their sub-consultants and for preparing a review comment form before the submittal of such documents to the Capital Improvement Department.
- 3.4** The Consultant shall provide upon request documentation demonstrating implementation of its Quality Assurance program and completion of Quality Control measures, including red-line drawings and plan sets.
- 3.5** Consultant shall verify all zoning requirements early in design and advise owner of any changes that may be required.
- 3.6** Some minor demolition and/or renovations may be considered by Capital Improvement Department that may not be shown in the Building Assessment as long as design is kept within the construction budget.
- 3.7** Consultant shall keep the renovation design within the allocated construction budget, if unable to keep within budget consultant shall immediately notify owner and schedule a review meeting to discuss construction budget.
- 3.8** A construction estimate shall be included with each design phase within the allocated time provided below. Consultant shall make arrangements to complete the design with enough ample time to allow the estimator time to provide the construction estimate. An incomplete submittal package will not be accepted.

## **4.0 PROJECT SCHEDULE:**

- |                            |                              |
|----------------------------|------------------------------|
| ➤ Concept Phase            | 30 consecutive calendar days |
| ➤ Preliminary Design Phase | 70 consecutive calendar days |
| ➤ Pre Final Design Phase   | 40 consecutive calendar days |
| ➤ Final Design Phase       | 25 consecutive calendar days |



**ATTACHMENT “B”**  
**CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**

City of El Paso Capital Improvement Department

Jesus Palma, Civil Engineer Associate

218 N. Campbell St. | El Paso, Texas 79901

palmaj@elpasotexas.gov | 915.212.1835 | 915.873.2357

November 25, 2024

Architectural and Engineering Services for the  
**Fire Station 7 Renovation Project**  
3200 Pershing | El Paso, Texas 79903

Dear Mr. Palma -

We appreciate the opportunity to work with you. Thank you. Countryman & Co. understands this project:

- Consists of renovations and improvements to Fire Station 7, as listed below.
- Has a Construction Budget of \$1,766,779.00
- No phasing plans are needed; the building will be vacant during construction.
- And that our fee proposal should not, and this project does not, include expansion of the facility.

Our firm provides this fee proposal for architectural and engineering services, as needed to design improvements to Fire Station 7, listed below, as feasible based on budget and priorities: The list below is a synopsis of the desired improvements as found in both the Facilities Condition Assessment, and the RFQ. It will serve as the foundation of the Design Requirement Checklist | Scope of Work, which we will be prioritizing and designing off of.

**Design Requirements | Scope of Work**

- **Civil | Site**
  - . Asphalt – At street edge damaged from constant loading.
  - . Concrete and Curbs at Apparatus Bay and Parking Lot – Replace with at least 6" concrete. Deteriorating.
  - . Dumpster in Alley Drive – Attempt to find another location, preferably away from hydrant.
  - . Markings – Re-do.
  - . Sidewalks – Deteriorated. Replace.
  - . Wall – Complete recent brick and wrought iron addition. Complete on side adjacent to neighboring property.
  - . Water Runoff – Ponding at property and street. Ensure proper water drainage.
- **Structural**
  - . Building Addition. Higher doors; longer bays.
  - . Footing. Concrete footing around perimeter of building damaged.
  - . Overhead Door Replacements
  - . Structural Components | Repairs
- **Architectural**
  - . ADA Compliance – Step into living room. Changes in level.
  - . Apparatus Bay – Attempt to improve limited clearance for fire engine. Needs transition from Red to Green Zones.
  - . Attic Space – Improve access.
  - . Communication Closet – Add new dedicated space.
  - . Control Room – Relocation in compliance with Zoning separation in accordance with NFPA guidelines.
  - . Decontamination Room – Off of Apparatus Bay needed.
  - . Decontamination Zone – Separation of Red and Green Zones needed. Storage of Yellow Zone equipment away from Red Zone.
  - . Doors and Hardware – Replace. Includes apparatus bay doors.  
Ensure key schedule and where the doors lock from align with Fire's expectations.
  - . Chief's Quarters – More space preferred. Separation between work and sleep sought. *Twin* beds by Owner.
  - . Communications Station – Relocate.
  - . Control Room – Improved dedicated space.
  - . Exercise Room – Provide dedicated area.
  - . Extractor Room – Improve layout and provide storage.
  - . Finish Upgrades
  - . Fire Extinguishers
  - . FF&E Selection
  - . Flooring/Base | Ceramic Tile to be Provided.
  - . Floors – Level floors. Improve transitions.
  - . Gear Storage Room – Dedicated. With proper zone separation. Yellow and red zone gear storage areas.

- . GWB – Replace at walls and ceilings.
- . Janitor's Closet – Replace plumbing. Floor sink. Mop rack. Floor and wall tile.
- . Kitchen Equipment Upgrade | Renovation – Improve layout. Includes all millwork and backsplashes.
- . Kitchen – Add refrigerator and ice maker currently in the apparatus bay. NFPA Toxic Contaminants. *Preferably 1 refrigerator and 1 pantry per shift (3 total), if space allows.*
- . Living Area – Dedicated space without exercise equipment. Accommodate more individuals.
- . Locker Room Renovations | Improvements – Repaint or replace lockers, *depending on condition and budget.*
- . Medical Storage – Need dedicated room.
- . Paint – Exterior | Interior
- . Restroom Renovation – Needs storage.
- . Restroom – Unisex – *Will be used as women's locker area. Provide at least two lockers.*
- . Roof and Skylight Replacement
- . Roof Safety – Railing. OSHA standards. Warning line. Personal fall arrest system.
- . Shade – At southern windows.
- . Site Furnishings
- . Site Signage
- . Sleeping Quarters – Layouts improvements and storage. By owner, planning and buying FFE. Consider adding yellow transition.
- . Solar Protection
- . Tank Storage – Dedicated storage as per OSHA guidelines.
- . Window Replacements – Code compliant.
- **Mechanical – Plumbing**
  - . HVAC Replacement – Include all components.
    - Includes HVAC and exhaust in apparatus bay. And DOAS.
    - Provide EMS.
    - HVAC in Exercise Room and Sleeping Quarters undersized. Dedicated for these rooms preferred.
    - Plymovent can remain.
    - Extractors in Decontamination Rooms and Zones.
  - . Plumbing Upgrade
    - Replace all fixtures.
    - Floor Drains in Bays – Add. Improve. Trench drains. Locate appropriately for apparatus washing. Include | consider soil interceptor.
    - Sewer. Upgrade to main along with repair and replacement of existing lines within the facility.
  - . Gas - Yard line, meter and regulator may require an upgrade or replacement to service upgraded HVAC equipment.
- **Electrical**
  - . Conduits – Eliminate exposed conduits.
  - . Radio Communication Stand – Relocate if necessary. Provide dedicated secure space.
  - . Electrical Upgrade – New service due to HVAC upgrade possible. New panels and re-wiring recommended.
  - . Fire Alarm - Addressable. Manual pull stations at all means of egress. Combination horn/strobes, ADA, high candela.
  - . IT Infrastructure Improvements
  - . Light Fixtures | LED Light Fixtures to be Provided. Interior and Exterior. New emergency lighting.
  - . Power/Data Infrastructure
  - . Security System Design | Turnkey –
    - CCTV. Door hardware and CCTV camera locations. Security issues at this facility.
    - Lockdown Capability – Maybe.
  - . Service Outlets – More service outlets throughout, particularly in Sleeping and Living Quarters and Kitchen.
  - . Speaker System – Replace
- **Landscape Architecture**
  - . Grille Area – Requested. Ensure ADA compliance | entrance into building.
  - . Landscaping & Irrigation
  - . Landscape Maintenance – Include the cutting back of trees to clear FS access.
  - . Recreation Space – Desired in the parking lot.
  - . Trees - Additional
- **Remediation**

Replacement of all materials at locations where asbestos survey identified greater than one percent asbestos:

  - . Sheetrock ceiling
  - . Black mastic (beneath ceramic floor tile).
  - . Thermal insulation (pipe insulation and fittings)
  - . Roofing materials

## Construction Administration Services

Our CA services include the following, for a duration not to exceed 8 Months from Contractor's NTP.

- RFIs, ASIs, and Submittals
- Attendance at Weekly Consultant Meetings by Architect | Consultants as Deemed Necessary by the Architect
- Weekly Field Observation Reports by Architect | Bi-Monthly from Consultants
- Change Order and Pay Application Reviews
- Puchlist (1) and Backcheck (1)
- As-Builts

## Information Needed From Owner

- Cut sheets of all owner-provided items requiring power, data, or other infrastructure.
- Furniture cut sheets and quantities – specially the sleeping quarters.
- Cut sheets for all 3 vehicles being proposed to be stored in the bay.
- *Bay doors shall have 1 window, same as those used in Fire Station 24.*

**Consultant Team** Countryman & Co. respectfully proposes to use, and our fee proposal includes, services from the following consultants:

Civil Engineering \_\_\_\_ *SLI Engineering*

Structural Engineering \_\_\_\_ *Harder Structural Engineering*

Mechanical-Plumbing Engineering \_\_\_\_ *Fluid Systems*

Electrical Engineering \_\_\_\_ *Alpha Engineering*

Landscape Architecture \_\_\_\_ *The Dry Land*

**Project Delivery Schedule** Countryman & Co. respectfully proposes deliver the project as per the schedule below:

- Conceptual Design & **Estimate 1** \_\_\_\_ 30 Consecutive Calendar Days
- City of El Paso Review | CDR 1 \_\_\_\_ 15 Consecutive Calendar Days
- Preliminary Design, Specifications, Redlines & **Estimate 2** \_\_\_\_ 70 Consecutive Calendar Days
- City of El Paso Review | CDR 2 \_\_\_\_ 15 Consecutive Calendar Days
- Pre-Final Design, Specifications, Redlines & **Estimate 3** \_\_\_\_ 40 Consecutive Calendar Days
- City of El Paso Review | CDR 3 \_\_\_\_ 15 Consecutive Calendar Days
- Final Design, Specifications, Redlines & **Estimate 4** \_\_\_\_ 25 Consecutive Calendar Days

**Compensation** Countryman & Co. calculated our fees for this project based on R.S.Means' table of Architectural Fees. R.S.Means is a compendium of construction and design cost data, which has been collecting information nationally for over 50 years. As you can see in their *Architectural Fees* table below, a project of this size and scope should run about **8%** of construction cost, excluding civil engineering, and without taking account costs associated with being a renovation (highlighted in orange below). Based on that table, and the Construction Budget you shared with us of **\$1,766,779.00**, as per RSMeans, our fee is calculated as follows:

The First \$ 500,000 of Construction Cost	X 8% = \$ 40,000.00 x 1.50 (plus 50%) = \$ 60,000.00
Remainder (\$ 1,766,779 - \$ 500,000) \$1,266,779	X 8% = \$ 101,342.32 x 1.25 (plus 25%) = \$ 126,677.90
<b>Total Proposed <u>Basic Services</u> Lump Sum Fee</b>	<b>\$ 186,677.90</b>

## R011110-10 Architectural Fees

Tabulated below are typical percentage fees by project size, for good professional architectural service. Fees may vary from those listed depending upon degree of design difficulty and economic conditions in any particular area.

Rates can be interpolated horizontally and vertically. Various portions of the same project requiring different rates should be adjusted proportionately. For alterations, add 50% to the fee for the first \$500,000 of project cost and add 25% to the fee for project cost over \$500,000.

Architectural fees tabulated below include Structural, Mechanical and Electrical Engineering Fees. They do not include the fees for special consultants such as kitchen planning, security, acoustical, interior design, etc

Civil Engineering fees are included in the Architectural fee for project sites requiring minimal design such as city sites. However, separate Civil Engineering fees must be added when utility connections require design, drainage calculations are needed, stepped foundations are required, or provisions are required to protect adjacent wetlands.

Building Types	Total Project Size in Thousands of Dollars						
	100	250	500	1,000	5,000	10,000	50,000
Factories, garages, warehouses, repetitive housing	9.0%	8.0%	7.0%	6.2%	5.3%	4.9%	4.5%
Apartments, banks, schools, libraries, offices, municipal buildings	12.2	12.3	9.2	8.0	7.0	6.6	6.2
Churches, hospitals, homes, laboratories, museums, research	15.0	13.6	12.7	11.9	9.5	8.8	8.0
Memorials, monumental work, decorative furnishings	—	16.0	14.5	13.1	10.0	9.0	8.3

### Additional Services

• Asbestos Report <i>by Owner</i>	\$	---
• Title Work   Land Entitlements <i>Not Included   Anticipated</i>	\$	---
• Boundary, Improvement and Topographic Surveying for the existing conditions. <i>by SLI</i>	\$	4,752.00
• Geotechnical Study <i>by Owner</i>	\$	3,000.00
• Platting, If Needed (Without Applicable Fees) <i>Not Included   Anticipated</i>	\$	---
• Renderings <i>Excluded</i>	\$	---
• FF&E Selection <i>Not Included   Anticipated</i>	\$	---
• Construction Cost Estimates		
. Conceptual Design <b>Estimate 1</b>	\$	5,160.00
. Preliminary Design <b>Estimate 2</b>	\$	5,520.00
. Pre-Final Design <b>Estimate 3</b>	\$	5,880.00
. Final Design <b>Estimate 4</b>	\$	6,240.00
• Fees incurred by the Authorities Having Jurisdiction <i>by Owner   Not Included</i>	\$	---
• City of El Paso Health Department Plan Review, if applicable.	\$	250.00
• TDLR Plan Review and Inspection	\$	2,000.00
• Traffic and Pedestrian Control Plan <i>by General Contractor</i>	\$	---
• Community Meetings and Presentations <i>Excluded</i>	\$	---
<b>Total Proposed Lump Sum Fee for <u>Additional Services</u></b>		<b>\$ 32,802.00</b>

**TOTAL PROPOSED LUMP SUM FEE FOR ALL PROFESSIONAL SERVICES PROVIDED : \$ 219,479.90**

### Exclusions

- Environmental studies, platting, parking reduction process and all other services, processes, consultants and deliverables not specifically mentioned in this fee proposal. Specifically excludes AE services beyond renovations.
- Re-designing, i.e., making dramatic changes, after acceptance of design at an approved milestone, whether by the City CID, End-User Dept, Historic Landmark Commission, or other entity or person.
- As per the Facilities Condition Assessment, this Fire Station No. 7 does not comply with minimum parking requirements, and this fee proposal does not include provisions to remediate this condition. It includes fees for renovating the site in its current configuration.

**Compensation Schedule** Countryman & Co. respectfully proposes to receive compensation in the following manner:


- Conceptual Design – 10%
- Preliminary Design – 20%
- Pre-Final Design – 30%
- Final Design – 30%
- Construction Administration – 10%

**Reimbursable Expenses** Reimbursable expenses such as hard copies are billed to the client at cost plus 10%. All submittals are anticipated to be electronic. Certain expenses are billed to the client at a fixed | flat fee. For the City of El Paso Fire Station No.07 the following expenses are anticipated to apply:

- Submission for Online Permitting, \$ 0.00
- Hard Copies. If requested, will be billed at cost plus 10%.

We hope that you find this fee proposal acceptable. If so, if you could please let us know by signing below and emailing back. If you'd like to continue visiting about the proposal, or have questions, just give us a call. We look forward to working with you.

Kind regards,

  
Jennifer Countryman, Architect

# C o u n t r y m a n   &   C o .

## A r c h i t e c t u r e

### INVOICE

**Client**      **City of El Paso | Capital Improvement Department**  
 218 N. Campbell | Second Floor | El Paso, Texas 79901  
 C 915.264.5704 | O 915.212.1813 | moralese@elpasotexas.gov

**Project Name**      **Fire Station 07**

Basic Services	Fee	% Complete	Earned	Previously Paid	Being Invoiced
<b>Conceptual Design</b> - 10% of Basic Services Fee 30 Consecutive Calendar Days + 15 for City of El Paso Review and CDR 1	\$18,667.79	0%	\$0.00	\$0.00	\$0.00
<b>Preliminary Design</b> - 20% of Basic Services Fee 70 Consecutive Calendar Days + 15 for City of El Paso Review and CDR 2	\$37,335.58	0%	\$0.00	\$0.00	\$0.00
<b>Pre-Final Design</b> - 30% of Basic Services Fee 40 Consecutive Calendar Days + 15 for City of El Paso Review and CDR 3	\$56,003.37	0%	\$0.00	\$0.00	\$0.00
<b>Final Design</b> - 30% of Basic Services Fee 25 Consecutive Calendar Days	\$56,003.37	0%	\$0.00	\$0.00	\$0.00
Construction Administration - 10% of Basic Services Fee	\$18,667.79	0%	\$0.00	\$0.00	\$0.00
<b>Authorized Fee</b>	<b>\$186,677.90</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Reimbursable Expenses	Fee	% Complete	Earned	Previously Paid	Being Invoiced
Surveying	\$4,752.00	0%	\$0.00	\$0.00	\$0.00
Geotechnical	\$3,000.00	0%	\$0.00	\$0.00	\$0.00
Estimate 1	\$5,160.00	0%	\$0.00	\$0.00	\$0.00
Estimate 2	\$5,520.00	0%	\$0.00	\$0.00	\$0.00
Estimate 3	\$5,880.00	0%	\$0.00	\$0.00	\$0.00
Estimate 4	\$6,240.00	0%	\$0.00	\$0.00	\$0.00
Health Department Plan Review, If Applicable	\$250.00	0%	\$0.00	\$0.00	\$0.00
TDLR Plan Review & Inspection Fees	\$2,000.00	0%	\$0.00	\$0.00	\$0.00
<b>Authorized Fee - NOT TO EXCEED</b>	<b>\$32,802.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**TOTAL AUTHORIZED FEE**      **\$219,479.90**

**DUE AT THIS TIME**      **\$0.00**

Payment History	Date	Check No.	Amount
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## HOURLY BREAKDOWN

## Client

## City of El Paso Capital Improvement Department

Jesus Palma, Civil Engineering Associate

218 N. Campbell | Second Floor | El Paso, Texas 79901

O 915.212.1835 | C 915.873.2357 | palmaj@elpasotexas.gov

## Project Name

## Fire Station No.7

Design															
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	TOTAL		
3-D Scanning of Building Interior	Principal Architect	\$262.00	0	\$0.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	6	\$696.00			
3-D Scanning of Roof	Principal Architect	\$262.00	0	\$0.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	12	\$1,392.00			
Importing   Drafting As-Built In REVIT	Principal Architect	\$262.00	0	\$0.00	PM   Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	40	\$4,640.00			
Setting up Cartoon Set	Principal Architect	\$262.00	0	\$0.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	2	\$232.00			
Demolition Drawings	Principal Architect	\$262.00	4	\$1,048.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	40	\$4,640.00			
Production	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	120	\$13,920.00			
Coordination   Collaborative work wuth Consultants	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	10	\$1,440.00	Production Technician II	\$116.00	12	\$1,392.00			
Identification of Conditions and Detail Development	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	40	\$4,640.00			
Specifications	Principal Architect	\$262.00	24	\$6,288.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00			
Incorporation of Consultant Work	Principal Architect	\$262.00	4	\$1,048.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	8	\$928.00			
Consultant   Coordination Meetings	Principal Architect	\$262.00	6	\$1,572.00	PM   Production Lead	\$144.00	6	\$864.00	Production Technician II	\$116.00	6	\$696.00			
Redlines   Pick-Up   Coordination   Quality Assurance	Principal Architect	\$262.00	24	\$6,288.00	PM   Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00		\$0.00			
Client Meetings	Principal Architect	\$262.00	10	\$2,620.00	PM   Production Lead	\$144.00	12	\$1,728.00	Production Technician II	\$116.00	0	\$0.00			
Project Administration	Principal Architect	\$262.00	5	\$1,310.00	PM   Production Lead	\$144.00	4	\$576.00	Production Technician II	\$116.00	0	\$0.00			
Sub-Total				\$26,462.00	Sub-Total				\$28,512.00	Sub-Total				\$31,784.00	\$86,758.00
Bidding Assistance															
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	TOTAL		
Pre-Solicitation Meeting and Walk-Through	Principal Architect	\$262.00	2	\$524.00	PM   Production Lead	\$144.00	2	\$288.00	Production Technician II	\$116.00	0	\$0.00			
Answering Bid Questions	Principal Architect	\$262.00	2	\$524.00	PM   Production Lead	\$144.00	1	\$144.00	Production Technician II	\$116.00	0	\$0.00			
Publishing Addendums	Principal Architect	\$262.00	4	\$1,048.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00			
Misc. Procurement Assistance	Principal Architect	\$262.00	2	\$524.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00			
Sub-Total				\$2,620.00	Sub-Total				\$1,584.00	Sub-Total				\$0.00	\$4,204.00
Construction Administration for 8 Months															
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	Cost		
Weekly Meetings - 32 (8 Mos)	Principal Architect	\$262.00	40	\$10,480.00	PM   Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	0	\$0.00	\$0.00		
Field Observation Reports - 32 (8 Mos)	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	0	\$0.00	\$0.00		
Submittal Reviews	Principal Architect	\$262.00	10	\$2,620.00	PM   Production Lead	\$144.00	40	\$5,760.00	Production Technician II	\$116.00	0	\$0.00	\$0.00		
RFIs	Principal Architect	\$262.00	12	\$3,144.00	PM   Production Lead	\$144.00	30	\$4,320.00	Production Technician II	\$116.00	0	\$0.00	\$0.00		
ASIs	Principal Architect	\$262.00	5	\$1,310.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00	\$0.00		
PR and CO Reviews	Principal Architect	\$262.00	6	\$1,572.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00	\$0.00		
Puchlist and Back-Check	Principal Architect	\$262.00	3	\$786.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00	\$0.00		
As-Built	Principal Architect	\$262.00	3	\$786.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00	\$0.00		
CDR Presentations (3 Max.)	Principal Architect	\$262.00	2	\$524.00	PM   Production Lead	\$144.00	2.909000	\$418.90	Production Technician II	\$116.00	0	\$0.00	\$0.00		
Pay Application and Close Out Documentation Reviews	Principal Architect	\$262.00	4	\$1,048.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00	\$0.00		
Sub-Total				\$24,366.00	Sub-Total				\$25,474.90	Sub-Total				\$0.00	\$49,840.90
												TOTAL	\$140,802.90		

# FEE SYNOPSIS

Fire Station No.7

## BASIC SERVICES

Alpha	\$15,000.00
Fluid Systems	\$8,285.00
Harder	\$5,800.00
The Dry Land	\$4,830.00
SLI - Construction Documents	\$6,600.00
SLI - SWPP	\$1,100.00
SLI - Specs	\$600.00
SLI - CA	\$3,660.00
Countryman & Co.	\$140,802.90

**BASI C SERVICES TOTAL \$186,677.90**

## ADDITIONAL SERVICES

	Consultant Fee	Mark-Up	Total
Surveying	\$3,960.00	\$792.00	\$4,752.00
Geotechnical	\$2,500.00	\$500.00	\$3,000.00
Cumming Group - Estimate 1	\$4,300.00	\$860.00	\$5,160.00
Cumming Group - Estimate 2	\$4,600.00	\$920.00	\$5,520.00
Cumming Group - Estimate 3	\$4,900.00	\$980.00	\$5,880.00
Cumming Group - Estimate 4	\$5,200.00	\$1,040.00	\$6,240.00
City of El Paso Health Dept. Review, If Applicable			\$250.00
TDLR			\$2,000.00

**BASI C SERVICES TOTAL \$32,802.00**

**TOTAL PROPOSED PO AMOUNT \$219,479.90**





November 14, 2024

Project No.: 24139-1

Countryman & Co. Architecture  
108 South Stanton, Third floor  
El Paso, TX 79901

#### EE DESIGN FEE PROPOSAL FOR FIRE STATION #7

The following is our fee proposal for electrical engineering services for the above-named project. This proposal is based on your email dated 11-13-24. Will provide interior improvements as mentioned in the SOW.

FEE PROPOSAL: FIFTEEN THOUSAND DOLLARS (\$ 15,000.00)

Sincerely,

Felix A. Padilla, P.E.  
President

Countryman & Co. Architecture agrees to this proposal.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

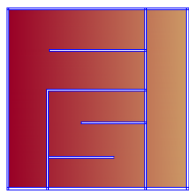
Name: \_\_\_\_\_ Position: \_\_\_\_\_

# ALPHA ENG.

Proposal Date:  
Prepared for:

11/25/2024  
CountryMan & Co.

SCOPE OF SERVICES		COSTS		PHASES								TOTAL	
Calculated Rate		1 5	Weeks Days	1 5	Weeks Days	1 5	Weeks Days	1 5	Weeks Days	4 20 Weeks Days			
Personnel Classification	Billable Rate	Report (Program)		Preliminary Design (Concept + SDs)		Pre-Final Design (DDs)		Construction documents (CDs)		Costs			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost				
Principal Engineer	\$200.00	2	\$400	2	\$400	3	\$600	5	\$1,000	\$2,400			
Project Engineer	\$150.00	6	\$900	15	\$2,250	12	\$1,800	10	\$1,500	\$6,450			
Revit Technician	\$80.00	0	\$0	26	\$2,080	30	\$2,400	16	\$1,280	\$5,760			
Clerical	\$45.00	0	\$0	4	\$180	2	\$90	8	\$360	\$630			
				0		0		0					
Total Fees and Hours by Phase		8	\$1,300	47	\$4,910	47	\$4,890	39	\$4,140	\$15,240			
Total Fee (Rounded to nearest 000)										*	\$15,000		



# FLUID SYSTEMS, INC.

CONSULTING MECHANICAL ENGINEERS  
12244 Rathmore Drive • EL PASO, TEXAS 79928 • (915) 856-9420  
REGISTRATION NUMBER: F-1161

Fire Station 7 PERSONNEL CLASIFICATION	HOURLY RATE	PHASES											
		Conceptual-Design		Prelim Design		Pre Final		FINAL DESIGN		BIDDING		CONSTRUCTION	
		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
ENGINEER	\$180.00	2	\$360.00	2	\$360.00	1	\$180.00	1	\$180.00	1	\$180.00	2	\$360.00
ASSISTANT ENGINEER	\$155.00	4	\$620.00	4	\$620.00	4	\$620.00	2	\$310.00	1	\$155.00	6	\$930.00
SPECIFICATION WRITER	\$85.00	1	\$85.00	1	\$85.00	0	\$0.00	1	\$85.00	0	\$0.00	0	\$0.00
ESTIMATOR	\$85.00	0	\$0.00	1	\$85.00	1	\$85.00	1	\$85.00	0	\$0.00	0	\$0.00
CAD OPERATOR	\$85.00	6	\$510.00	6	\$510.00	6	\$510.00	6	\$510.00	0	\$0.00	4	\$340.00
SECRETARIAL	\$65.00	1	\$65.00	1	\$65.00	1	\$65.00	2	\$130.00	1	\$65.00	2	\$130.00
		HOURS:	COST:	HOURS:	COST:	HOURS:	COST:	HOURS:	COST:	HOURS:	COST:	HOURS:	COST:
TOTALS		14	\$1,640.00	15	\$1,725.00	13	\$1,460.00	13	\$1,300.00	3	\$400.00	14	\$1,760.00
TOTAL PROJECT COST:												\$8,285.00	

November 14, 2024

Project Number: C01-082

Countryman & Co. Architecture  
108 S Stanton  
El Paso, TX 79901  
**Attn: Jennifer Countryman, RA**

**Re: Fire Station Number 7 - Proposal  
3200 Pershing Drive  
El Paso, TX 79903**

Dear Jennifer:

Harder Structural Engineering looks forward to working on this project with you and providing you with economical, creative, and efficient designs.

The project referenced above is an existing fire station in El Paso, TX. The project will consist of structural construction documents for the extension of an existing truck bay, raising of door openings, support for new RTUs, and misc. structural repair/modification work. This proposal is based on the initial drawings received on November 14, 2024.

THIS PROPOSAL BECOMES A BINDING CONTRACT UPON ACCEPTANCE. ISSUING HARDER STRUCTURAL ENGINEERING A NOTICE TO PROCEED IN WRITTEN OR VERBAL FORM WILL CONSTITUTE ACCEPTANCE EVEN IF THIS PROPOSAL IS NOT SIGNED.

#### **ASSUMPTIONS & EXCEPTIONS**

Geotechnical services, blast loading, or site element design is not included in this project unless stated in scope of services.

The project will not be reviewed for the following by Harder Structural Engineering:

- ADA or TAS requirements.
- Fire code requirements.
- Water proofing, sealing or moisture intrusions.
- Grading and drainage design
- Mechanical, electrical, plumbing design.
- Material testing, scans, or demolition is not provided unless stated in scope of services.

Harder Structural Engineering is retained by the Client as an independent consultant for a limited engagement.

**FEE**

We propose the following fee for the scope of services described above:

Construction Documents      \$5,800.00

**Total Fee      \$5,800.00**

Our updated conditions are attached, which you should read carefully. If our proposal is satisfactory to you, please sign and return it to our office.

Sincerely,

**Harder Structural Engineering**  
Texas Firm Number: F-22328



Isaac H. Harder, P.E.  
Principal Engineer

**Countryman & Co. Architecture**

\_\_\_\_\_  
Authorized Signature      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## TERMS AND CONDITIONS

1. **Payment Terms** – Payment is due net thirty (30) days from the date of invoice. If payment is not received within this time, Harder Structural Engineering, LLC (HSE) may assess late charges or terminate the contract without waiving any claim or right against the client and without any liability whatsoever to HSE. Late charges are at the discretion of HSE and are assessed at 1.5% per month from the date of invoice, or 18% per year. All collection costs, including attorney's fees and any court fees, are to be paid by the client.
2. **Changes to Scope** - Any changes that modify the original scope of work will be reviewed by HSE to determine whether adjustments to the fee or schedule are required to provide adequate service to the client. The client will be notified of changes in writing via an Additional Services proposal, which must be accepted before work proceeds.
3. **Travel-Related Charges** - Any travel-related charges that exceed those described in the scope of work will be calculated portal-to-portal from El Paso, TX.
4. **Termination by the Client** - If the client orders HSE to stop work after agreeing to this proposal, HSE will be paid its standard hourly billing rate of \$190/hr, up to the limit of the quoted fee.
5. **Document Ownership** - Original drawings, estimates, specifications, field notes, reports, and data are the sole and exclusive property of HSE as instruments of service. All HSE documents are copyrighted. All rights reserved.
6. **Insurance** - HSE maintains professional liability and general liability insurance in the amount of \$1,000,000 per occurrence limit and \$2,000,000 annual aggregate limit, respectively. The cost of the above coverage is included in HSE's fee. If the client requires additional or different types of coverage or increased limits of liability, HSE will endeavor to obtain the requested insurance.
7. **Claims** - Any controversy or claim arising out of or relating to this contract or its breach shall be settled by arbitration in accordance with the rules of the state of Texas Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The client understands and agrees that HSE may file a mechanic's lien upon the land/improvements in the event of nonpayment.
8. **Estimates of Probable Construction Cost** - If provided, estimates of probable construction cost represent HSE's best judgment as design professionals familiar with the construction industry. However, neither the Engineer nor the Owner has control over the cost of labor, materials, or equipment, the Contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, HSE cannot and does not warrant or represent that bids or negotiated prices will not vary from the estimate.

# FEE PROPOSAL FOR LANDSCAPE ARCHITECTURE FOR FIRE STATION 7

THE DRY LAND | Landscape Architecture  
110 Montecillo, Suite 1C  
El Paso, Texas 79912

11 | 14 | 24

Jennifer Countryman  
Countryman & Co.  
108 S. Stanton  
El Paso, Texas 79901

Dear Ms. Countryman:

## 1.0 SCOPE OF WORK

The proposed scope of work is the landscape design for Fire Station 7, located at 3200 Pershing Avenue, in northeast El Paso. Proposed landscape improvements will be designed to satisfy the City of El Paso's Landscape Ordinance. Design work includes, and is limited to, the design of trees, shrubs, landscape rock, boulders, edging and irrigation.

## 2.0 STAGES OF WORK

The stages of work include the following:

- 60%, 90% and 100% landscape plans
- Specifications for proposed landscape improvements
- Cost estimate of proposed landscape improvements provided at each phase of design
- Bidding Assistance
- Construction Administration to include two site visits with accompanying punch list. Submittal and RFI responses

### 3.0 FEE

The fee is \$4,830, broken down as follows:

Phase	Role	Hours	Hourly Rate	Fee
60% PS&E	Principal / Landscape Architect	3	\$ 150	\$ 450
	Project Manager	7	\$ 90	\$ 630
	Landscape Designer / CAD Drafter	15	\$ 60	\$ 900
60% PS&E Fee				\$ 1,980
90% PS&E	Principal / Landscape Architect	1	\$ 150	\$ 150
	Project Manager	3	\$ 90	\$ 270
	Landscape Designer / CAD Drafter	9	\$ 60	\$ 540
90% PS&E Fee				\$ 960
100% PS&E	Principal / Landscape Architect	1	\$ 150	\$ 150
	Project Manager	3	\$ 90	\$ 270
	Landscape Designer / CAD Drafter	8	\$ 60	\$ 480
100% PS&E Fee				\$ 900
Bidding + CA	Principal / Landscape Architect	1	\$ 150	\$ 150
	Project Manager	4	\$ 90	\$ 360
	Landscape Designer / CAD Drafter	8	\$ 60	\$ 480
B + CA Fee				\$ 990
TOTAL FEE				\$ 4,830

Invoices are rendered at the completion of each stage and are due within 45 days.

### 4.0 ADDITIONAL SERVICES

Please note that the fee includes three submissions maximum. Additional redesign based on additional revised site plans, revisions to the design requested after approval to proceed has been given and design of future phases within the same parcel will be viewed as an additional service.

Assuming you find this proposal satisfactory, please sign below where indicated and return.

Regards,



Jonathan Matthews | RLA, LI, SITES AP, LEED Green Associate  
THE DRY LAND  
915 887 7893  
jonathan@thedryland.com

.....  
Approved by Jennifer Countryman on behalf of Countryman & Co.

X \_\_\_\_\_ Date \_\_\_\_\_  
ISSUING THE DRY LAND DIGITAL FILES OF THE SITE PLAN SO THAT THE DRY LAND CAN BEGIN DESIGN WILL  
CONSTITUTE ACCEPTANCE OF THIS PROPOSAL, EVEN IF THE PROPOSAL IS NOT SIGNED.





Guillermo Licón, P.E.  
President

Georges Halloul, P.E.  
Vice President

Fernando Estrada, PhD  
Project Manager

El Paso, Texas  
November 14, 2024

**Jennifer Matthews** AIA, LEED AP, CNU-A, MA Soci., EDAC  
**Principal**  
Countryman Architects  
108 South Stanton St. 3rd Floor  
El Paso, Texas 79901

Re: Fire Station No. 7  
3200 Pershing Dr.  
El Paso, Texas 79903

121 EAST EL PASO 36 & W 1/2 OF 35 &  
FR 37 TO 39 (11550 SQ FT)

**Dear Ms. Countryman:**

Pursuant to your request, we are pleased to present the following proposal to perform Engineering services for the referenced project based on graphic information that you presented to us.

**Scope of Work**

**A. Surveying Services**

1. Legal description of site, Metes and Bounds included.
2. Title research for the site
3. Set horizontal control points and benchmarks.
4. Topography showing grades at 1'-0" increments.
5. Spot elevations of existing improvements
6. Locations and sizes of all existing visible utilities and storm sewer systems. The top and invert elevations of all structures will be collected in the field. Underground utilities will be based on existing As-Builts. Easements will be based on existing subdivision plats and existing as-built information.
7. Spot elevations, locations and sizes of pavement, curbs, visible utilities, inverts, and drainage systems.
8. Location and size of all trees showing caliber. (3"+)
9. Signed and Sealed PDF of survey
10. Electronic (CADD) file of signed and sealed survey.

Land Surveyors & Planners  
Construction Management

Licensed Registered Engineers  
Texas - New Mexico  
Arizona - Colorado

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El Paso, Texas 79912  
Ph. 584.4457  
Fax. 581.7756

Email  
glicon@sli-engineering.com  
ghalloul@sli-engineering.com  
festrada@sli-engineering.com

**Our fee for these services is \$3,960.00 (Three thousand and Nine Hundred and Sixty Dollars 00/100)**



Guillermo Licón, P.E.  
President

Georges Halloul, P.E.  
Vice President

Fernando Estrada, PhD  
Project Manager

The property is located at a parcel that is not plated; it is our understanding that a plat is not required based on our pre-proposal meeting with the City.

**If required a separate proposal will be presented.**

#### **B. Construction Documents**

Prepare a complete civil engineering design services for a portion of the lot where new improvements will be done to include the followings:

1. Grading and drainage plans conforming to the City of El Paso Engineering Department standards, including existing and proposed grades, earthwork and drainage.
2. Details and sections for the proposed grading, drainage structures, and site improvements in accordance with the City of El Paso Design Standards.
3. Project coordination between the Engineer(s), Architect(s), and City of El Paso Engineering Department.

#### **Important Note:**

**Based on the Information that SLI has for the site, ponding area will not be required.**

**Our fee for the Construction Document Services is \$6,600.00 (Six thousand and six hundred dollars 00/100) plus applicable taxes.**

#### **C. Storm Water Pollution Prevention Plan**

SLI Engineering will prepare and provide a stormwater pollution prevention plan that meets all applicable requirements.

**Our fee for the SWPPP is \$1,100.00 (One thousand and one hundred dollars 00/100) plus applicable taxes.**

#### **D. Technical Specifications**

SLI Engineering will prepare and provide technical specifications based on accepted national specifications. All specifications will include the type of materials listed in the construction drawings, placement methods, quality control, and quality assurance testing.

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**Our fee for Technical Specifications is \$600.00 (Six hundred dollars 00/100) plus applicable taxes.**

**E. Construction Observation**

1. Responding to requests for information, RFI, from the Contractor
2. Providing advice and recommendations to the Owner
3. Reviewing Contractor technical submittals
4. Attending 3 weekly construction meetings, during the building process.
5. Visiting site 2 times during the Construction process and providing written observation reports.
6. Advising the Owner on the validity of requested change orders
7. Participating in "punch list" inspection and providing punch list to the Owner
8. Producing and providing a set of reproducible (24"X36") and electronic
9. format "as-built" drawings based on the original design set and information provided by the general contractor, no As-built survey is included under this proposal.

**We are Assuming that the construction process will be completed whiting Four Months, if extra time will need to complete the proposed park, SLI will present additional services based on our hourly rate.**

**Our fee for Construction observation is \$3,660.00 (Three Thousand and Six hundred and Sixty dollars 00/100) plus applicable taxes.**

**Timeframe schedule**

Upon Acceptance of this proposal, we expect to be completed within 165 consecutive calendar days from the day of Notice to proceed by signed proposal, 100% completed Site Plan and project documentation available at that time.

We are taking in consideration 3 submittals:

<b>Preliminary Design Phase</b>	<b>30 consecutive calendar days</b>
<b>Pre Final Design Phase</b>	<b>60 consecutive calendar days</b>
<b>Final Design Phase</b>	<b>75 consecutive calendar days</b>

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Project Manager

**This schedule is not taking in consideration the review time that City Entities / Agencies will invest during the design process. Our schedule will continue upon we receive the red-marks / comments.**

**Important Notes:**

- a) This fee does not include any fees for environmental, or construction inspection services.
- b) All Applications fees, if any, are paid by the owner.
- c) Any application fees, or fees for traffic impact analysis are not included under this proposal. A proposal for traffic impact study will be provided upon request if City of El Paso requires such study.
- d) Any additional Easement description, dedication and/or vacation will be billed based on our hourly rate.
- e) Utility design is not included under this proposal.**
- f) Platting process is not included under this proposal.**
- g) Site Detailed Plan is not included under this proposal.
- h) Zoning Signage is not included under this proposal.
- i) Zoning city fees are not included under this proposal.
- j) Value Engineering Modifications that affect the original design are not included under this proposal; a separate proposal will be presented based on our hourly rates.**
- k) Construction Cost Estimate is not included under this proposal.
- l) Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements is not included under this proposal.
- m) Based on the time frame and the design budget we expect NO modifications on the Site Plan during the design process, if any, we will present a time extension schedule and an invoice for the extra effort based on our hourly rate.**
- n) Quality Control for materials and/or labor during construction is not included under this proposal.
- o) Control Site Plan is not included under this proposal.
- p) Demolition Plan is not included under this proposal.
- q) Traffic signage Plan is not included under this proposal.
- r) Site Plan details are not included under this proposal.
- s) Timeframe schedule is based on the information provided by you, and is good for 15 (fifteen) days, if during the project or**

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Project Manager

**negotiations and/or architectural schedule development modifies and/or affects the number of days, SLI Engineering may revise the proposal to modify the cost of the services.**

Thank you for the opportunity to present this base proposal. We look forward to working with you on this project.

Sincerely,

  
**Fernando Estrada, Ph.D.**  
SLI Engineering, Inc.

**Acceptance of this Professional Services Proposal by:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

**Jennifer Matthews** AIA, LEED AP, CNU-A, MA Soci., EDAC  
Principal

**If accepted, please return a copy of this signed proposal to our office.**

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**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**ARCHITECT AND ENGINEERING SERVICES FOR THE FIRE STATION 7 RENOVATION PROJECT**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**REPORT/CONCEPT PHASE**

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
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.

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**

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.



The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

### **PHASE III - FINAL DESIGN PHASE**

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

### **BIDDING PHASE**

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

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

- authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
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.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary observations**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

### **ADDITIONAL SERVICES OF THE CONSULTANT**

#### **GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

#### **RESIDENT PROJECT SERVICES**

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

## ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**ARCHITECT AND ENGINEERING SERVICES FOR THE FIRE STATION 7 RENOVATION PROJECT**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$219,479.90** 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

<b>Conceptual Design</b>	<b>\$18,667.79</b>
<b>Preliminary Design</b>	<b>\$37,335.58</b>
<b>Pre-Final Design</b>	<b>\$56,003.37</b>
<b>Final Design</b>	<b>\$56,003.37</b>
<b>Bidding / Construction Admin</b>	<b>\$18,667.79</b>
<b>Reimbursable Expenses</b>	<b>\$32,802.00</b>
<b>Total</b>	<b>\$219,479.90</b>

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

**Reimbursable Costs:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*



No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with the Owner's fiscal year.

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

## **DELIVERABLE SCHEDULE**

### **CONCEPT PHASE**

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

### **PHASE II—PRE-FINAL DESIGN PHASE**

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written

authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### **PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

#### **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

**ATTACHMENT “E”  
INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2024

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).

<b>PRODUCER</b> WestStar Insurance P.O. Box 99105  El Paso TX 79999-9105	<b>CONTACT</b> NAME: Eric M Swanson PHONE (A/C, No, Ext): (915) 747-4114 E-MAIL: Eric.Swanson@WestStar-Insurance.com FAX (A/C, No): (915) 206-6552														
<b>INSURED</b> Countryman & Co  108 S. Stanton St, Floor 3  El Paso TX 79901 (915) 929-1827	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Ohio Casualty Ins Co. (The)</td><td>24074</td></tr><tr><td>INSURER B: General Ins. Co of America</td><td>24732</td></tr><tr><td>INSURER C: Travelers Casualty &amp; Surety Co</td><td>19038</td></tr><tr><td>INSURER D: Texas Mutual Insurance Co</td><td>22945</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Casualty Ins Co. (The)	24074	INSURER B: General Ins. Co of America	24732	INSURER C: Travelers Casualty & Surety Co	19038	INSURER D: Texas Mutual Insurance Co	22945	INSURER E:		INSURER F:	
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INSURER D: Texas Mutual Insurance Co	22945														
INSURER E:															
INSURER F:															

**COVERAGES**

MA

CERTIFICATE NUMBER: Cert ID 9907 (7)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BWG62552244	01/13/2024	01/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non Owned \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BWG62552244	01/13/2024	01/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$		ESO62552244	01/13/2024	01/13/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0002084101	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors and Omissions		107972573	01/13/2024	01/13/2025	Each Occurrence \$ 1,000,000
C	Errors and Omissions		107972573	01/13/2024	01/13/2025	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No. 2024-0687R  
Project Name . AE Services for the Modesto Gomez Central Flat Fields Project  
City of El Paso C/O Capital Improvement are listed as additional insured as required by written contract in respects to the general liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of El Paso C/O Capital Improvement  
Department  
218 N. Campbell St.

El Paso TX 79901

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

## Introduction:

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

## Definitions:

- "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 \_\_\_\_\_

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.

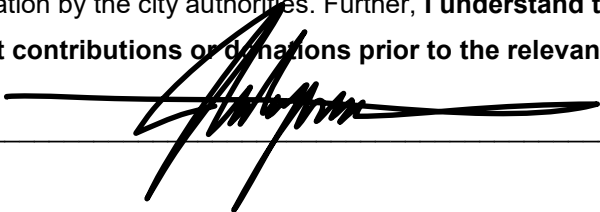
I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

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		

**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: \_\_\_\_\_





CITY OF EL PASO

# City of El Paso Capital Improvement Department

## Solicitation# 2025-0077R Architectural and Engineering Services for the Fire Station 7 Renovation Project

February 4, 2025

Strategic Plan Goal:

- 2) Set the Standard for a Safe and Secure City
- 2.3) Increase Public Safety Operational Efficiency





# Project Details



District:	2
Contract Value:	\$219,479.90
Funding Source:	2019 Public Safety Bond





# Contract Scope of Work



The objective for this contract is to obtain professional architectural and engineering services to deliver an exceptional design for the renovations of Fire Station located at 3200 Pershing Avenue.

The fire station renovations include but are not limited to:

- HVAC replacement
- Roof replacement
- Security systems
- Concrete pavement
- Pavement markings, curbs, sidewalk
- landscaping, irrigation
- HMAC, signage
- Furnishings
- Bathrooms,
- Locker room upgrades
- Finishes
- Overhead doors and windows
- Fire extinguishers
- Kitchen equipment and upgrades
- Site grading
- IT components
- Structural components and upgraded plumbing and electrical.



# Project Location



**Fire Station 7**  
**3200 Pershing Avenue**



# Solicitation Summary



- Request for Qualification advertised on September 13, 2024
  - Selection process was qualification based through the City's A/E selection process
  - 10 firms submitted Statements of Qualifications, all with local offices
- Recommended Actions
  - To award contract to the highest qualified firm, Countryman & Co. PLLC, for the amount not to exceed \$219,479.90

# Recommended Council Action



Discussion and action on a resolution authorizing the City Manager, or designee, to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), for a project known as “Architect and Engineering Services for the Fire Station 7 Renovation Project” for an amount not to exceed \$219,479.90; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project for a total amount of \$319,479.90;. Further, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement for Professional Services. This project was identified as part of the 2019 Public Safety Bond that was approved on November 2019.

## MISSION



Deliver exceptional services to support a high quality of life and place for our community.

## VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



## VALUES

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



## MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

## VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



## VALORES

Integridad, Respeto, Excelencia,  
Responsabilidad, Personas



Legislation Text

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File #: 25-65, Version: 1

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**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 Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Horizon City, 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 theTown of Horizon City.

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



**DEPARTMENT:** Public Health

**AGENDA DATE:** 2/4/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Veerinder Taneja

**PHONE NUMBER:** 1-915-212-6502

**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 that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Horizon City, 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 Town of Horizon City, for which Town of Horizon City shall pay to the City of El Paso an annual amount of TWO HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND NO/100 (\$221,749.00)



**BACKGROUND / DISCUSSION:**

This agreement will allow the City of El Paso to provide Town of Horizon City public health and environmental services.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

This Interlocal Agreement is renewed annually.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

*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 Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Horizon City, 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 Town of Horizon City, for which Town of Horizon City shall pay to the City of El Paso an annual amount of TWO HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND NO/100 (\$221,749.00)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

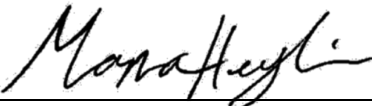
#### CITY OF EL PASO:

\_\_\_\_\_  
Renard U. Johnson  
Mayor


#### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

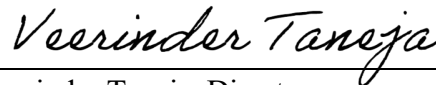
#### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mona M. Heydarian  
Assistant City Attorney

#### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

#### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Veerinder Taneja, Director  
Department of Public Health

#### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Forrest Clancy for Nick Ybarra  
Nicholas Ybarra, Director  
Environmental Services Department

STATE OF TEXAS            )  
                                      )  
COUNTY OF EL PASO        )

**INTERLOCAL AGREEMENT**

**THIS AGREEMENT** is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”, “Party”) and the Town of Horizon City, TEXAS (“Town of Horizon City”, “Party”) and collectively known as (“Parties”), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

**RECITALS**

**WHEREAS**, the City of El Paso and Town of Horizon City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

**WHEREAS**, the City of El Paso has a Department of Public Health; and

**WHEREAS**, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health services to Town of Horizon City is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

**WHEREAS**, Town of Horizon City desires to have the City of El Paso’s appointed health authority serve as Town of Horizon City ’s health authority; and

**WHEREAS**, Town of Horizon City will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to Town of Horizon City, which is confidential and must be afforded special treatment and protection; and

**WHEREAS**, the City of El Paso will also have access to and/or receive from Town of Horizon City certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

**WHEREAS**, the City of El Paso will include Town of Horizon City in public health research projects, to examine health conditions in Town of Horizon City, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

**FOR THESE REASONS**, and in consideration of the mutual promises contained in this Agreement, Town of Horizon City and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City of El Paso will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Town of Horizon City ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of Town of Horizon City to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.



- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of Town of Horizon City. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of Town of Horizon City in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City of El Paso will provide pediatric dental services to residents living in Town of Horizon City in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to Town of Horizon City's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and Town of Horizon City hereby accepts and agrees to the following terms and conditions:
  - 1.2.1 The City of El Paso **will not** provide Vector services to Town of Horizon City for vector control services such as mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

- 1.2.2 The City of El Paso will include the jurisdictional areas of Town of Horizon City within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.
- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Town of Horizon City as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health shall give written notice to Town of Horizon City that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to Town of Horizon City of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, Town of Horizon City agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in Town of Horizon City pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations and notices of violations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of Town of Horizon City through Town of Horizon City Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. Town of Horizon City Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to Town of Horizon City pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Horizon City officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City of El Paso's website and available to Town of Horizon City from the website.
- 1.9 On or before July 31, 2024, the City of El Paso shall provide to Town of Horizon City an initial projection based on the City Manager's filed proposed budget of Town of Horizon City's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2024. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Town of Horizon City for its FY2025 budget.
- 1.10 It is understood and agreed to between the Parties that any portion of this Agreement providing for the delivery of public health services for which Town of



Horizon City does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in Town of Horizon City, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of Town of Horizon City). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for Town of Horizon City, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2024, and shall terminate on the 31st day of August 2025, regardless of the date of execution of this Agreement.

4.1 In the event of a public health emergency, such as, but not limited to, a disaster declaration of Town of Horizon City, requiring, as a result of the emergency, specific health services from the City of El Paso after August 31, 2024, and prior to the signing of a subsequent Interlocal for health services between the Parties to this Agreement, the required services shall be provided by the City of El Paso to Town of Horizon City at the rate described in the present Agreement, and Town of Horizon City shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

5.1 Town of Horizon City agrees to pay the amount not to exceed TWO HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND NO/100 (\$221,749.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of FIFTY-FIVE THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS AND 25/100 (\$55,437.25) with the first payment becoming due and payable on the 1<sup>st</sup> day of September 2024 or within 10 days after the date that Town of Horizon City signs



this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A and Appendix B identifies the total cost of services offered by the City of El Paso to Town of Horizon City pursuant to this Agreement.

- 5.2 The Town of Horizon City shall not receive vector control services from the City of El Paso during the term of this Agreement. The Town of Horizon City will provide vector control services at its own expense within the limits of the Town of Horizon City and shall designate a point of contact to coordinate with the Director of the El Paso Department of Public Health in connection with public health threats and other information regarding vector-borne diseases.

In the event of an outbreak of a vector-borne disease during the term of this Agreement, unless required to do so by an applicable local, state or federal law, the City of El Paso shall not be required to provide vector control services within the limits of the Town of Horizon City.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Town of Horizon City. Such fees, when set or revised by Town of Horizon City and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that Town of Horizon City collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. Town of Horizon City shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that Town of Horizon City accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.

7.1 *Authority of the City of El Paso.* Town of Horizon City expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Horizon City, Texas. Town of Horizon City further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to those public health and environmental services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Horizon City, Texas. Town of Horizon City shall provide certified copies of all Town of Horizon City, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly-adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED



FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to Town of Horizon City that the City of El Paso will safeguard any protected health information received or created on behalf of Town of Horizon City. Pursuant to this requirement, the Parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix C and incorporated herein as if fully set forth.

Town of Horizon City continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of Town of Horizon City and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix C.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty (60) days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by a Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso  
Attn: City Manager  
P.O. Box 1890  
El Paso, Texas 79950-1890

TOWN OF HORIZON CITY: Town of Horizon City  
Attn: Mayor Andres Renteria  
14999 Darrington Road  
Horizon, Texas 79928

All payments by Town of Horizon City under this Agreement are payable only out of current Town of Horizon City revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Horizon City City Council not appropriating the funds, Town of Horizon City shall have no future obligation to pay or perform any future services related herein to the City of El Paso for Town of Horizon City's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should Town of Horizon City experience a funding unavailability related to the services described in this Agreement, Town of Horizon City shall immediately provide written notification to the City of El Paso of such case and either Party may choose to terminate the Agreement subject to this Section 9. In the event that Town of Horizon City notifies the City of El Paso that Town of Horizon City is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to Town of Horizon City except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Town of Horizon City are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, 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 the City of El Paso nor Town of Horizon 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.

13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. **HEADINGS.** 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.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. The Parties reserve the right to amend this Agreement in the event either Party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

*(Signature pages follow)*

STATE OF TEXAS           )  
  )  
COUNTY OF EL PASO    )

**INTERLOCAL AGREEMENT**

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and Town of Horizon City.

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.**

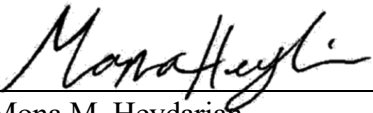
**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

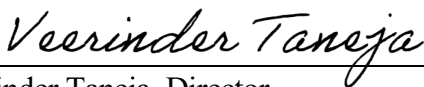
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

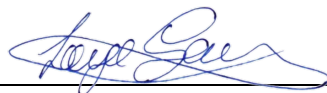
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Mona M. Heydarian  
Assistant City Attorney

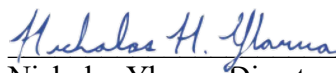
**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Veerinder Taneja, Director  
Department of Public Health

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nicholas Ybarra, Director  
Environmental Services Department

*(Signatures continue on the following page)*




STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

INTERLOCAL AGREEMENT

Signature page for Town of Horizon City, Interlocal Agreement between the City of El Paso and Town of Horizon City.

APPROVED this 10<sup>th</sup> day of December, 2024

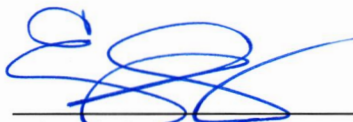
Town of Horizon City

  
\_\_\_\_\_  
Mayor

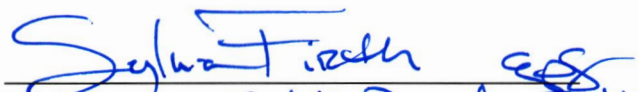
Printed Name: Andres Renteria

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Printed Name: Elvia Schuller

City Clerk, Town of Horizon City

  
\_\_\_\_\_  
Printed Name: Sylvia Borunda Firth

Attorney, Town of Horizon City

City of El Paso, Texas  
FY25 Interlocal Agreements Cost Model

Appendix A & B

PROGRAM	Municipality									Total Operational Cost
	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario		
Administration	\$ 6,483,237	\$ 35,061	\$ 8,815	\$ 214,788	\$ 327,650	\$ 25,634	\$ 1,075,928	\$ 96,616	\$ 8,267,731	
Administration (GF)	\$ 2,938,873	\$ 15,893	\$ 3,996	\$ 97,364	\$ 148,525	\$ 11,620	\$ 487,722	\$ 43,796	\$ 3,747,790	
Administration Support Services (GF)	\$ 3,544,364	\$ 19,168	\$ 4,819	\$ 117,424	\$ 179,125	\$ 14,014	\$ 588,206	\$ 52,820	\$ 4,519,941	
Percent of Total Cost	78.42%	0.42%	0.11%	2.60%	3.96%	0.31%	13.01%	1.17%	100.00%	
Population	678,815	3,671	923	22,489	34,306	2,684	112,653	10,116	865,657	
ESD Grand Total	\$ 1,117,531	\$ 6,042	\$ 266	\$ 6,961	\$ 62,938	\$ 4,418	\$ 182,822	\$ 16,730	\$ 1,397,708	
Vector Control	\$ 921,962	\$ 4,985	\$ -	\$ -	\$ 51,924	\$ 3,645	\$ 150,828	\$ 13,802	\$ 1,147,146	
Air Quality (per capita)	\$ 195,569	\$ 1,057	\$ 266	\$ 6,961	\$ 11,014	\$ 773	\$ 31,994	\$ 2,928	\$ 250,562	
GRAND TOTAL	\$ 7,600,768	\$ 41,103	\$ 9,081	\$ 221,749	\$ 390,588	\$ 30,052	\$ 1,258,750	\$ 113,346	\$ 9,665,439	
PREVIOUS FEE	\$ 6,923,679.89	\$ 38,754.70	\$ 9,114.25	\$ 203,941.64	\$ 365,338.13	\$ 27,501.46	\$ 1,178,947.07	\$ 103,028.56	\$ 8,850,305.69	
Variance 2024	677,088.38	2,348.35	(32.84)	17,807.67	25,250.16	2,550.93	79,803.03	10,317.50	815,133.17	
% Change	9.78%	6.06%	-0.36%	8.73%	6.91%	9.28%	6.77%	10.01%	9.21%	



## APPENDIX C

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

### HIPAA BUSINESS ASSOCIATE AGREEMENT

**THIS AGREEMENT** is entered into on \_\_\_\_\_, 2025, by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and Town of Horizon City ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

### RECITALS

**WHEREAS**, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

**WHEREAS**, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

**WHEREAS**, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

**WHEREAS**, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

**NOW THEREFORE**, CITY and BUSINESS ASSOCIATE agree as follows:

#### A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
  - a. **Agreement** shall refer to this document.
  - b. **Business Associate** means Town of Horizon City.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 160.103.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.103.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:

- a. The disclosure is required by law; or
- b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

7. **BUSINESS ASSOCIATE OBLIGATIONS:**

- a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
- b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
- c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
- d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the



same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

- (i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

- e. **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 of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.



8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

**B. Term and Termination**

1. **Term.** The Term of this Agreement shall be effective as of September 1, 20(YEAR), and shall terminate on August 31, 20(YEAR), or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
  - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
  - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
  - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
  - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

**C. Remedies.** If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

- 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
- 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- 3. Terminate this Agreement immediately.
- 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

#### **D. Miscellaneous**

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890



COPY TO: City of El Paso  
Department of Public Health  
Attention: Director  
200 N. Kansas Street  
El Paso, TX 79901

BUSINESS ASSOCIATE: Town of Horizon City  
Attn: Mayor Andres Renteria  
14999 Darrington Road  
Horizon, Texas 79928

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-178, Version: 1**

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

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

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

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

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0023

#### **AGENDA LANGUAGE:**

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

Tess Passero to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.



## Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	02/04/25
Name of Board	Animal Shelter Advisory Committee
Agenda Posting Language	
Appointment of Tess Passero to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.	
Appointment Type	Regular
Member Qualifications	
A person whose duties include daily operation of an animal shelter.	
Nominee Name	Tess Passero
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	N/A
Reason for Vacancy	Resigned
Date of Appointment	02/04/25
Term Begins On	06/22/21
Term Expires On	06/23/25
Term	Unexpired Term

# TESS PASSERO

• program officer •

## EDUCATION

San Diego State University, **Master of Business Administration**, Marketing

University of Texas, **Bachelor of Science**, Communications - Radio-TV-Film

## ABOUT ME

**Languages:** English & conversational Spanish

**Hobbies:** Volunteering with animals, reading, fitness

## EXPERIENCE

**2021-current** **El Paso Community Foundation**  
**Program Officer**

- Manage numerous programs in the areas of animal welfare, education, and culture
- Raise funds and apply for grants for said programs
- Manage digital and traditional advertising, email communications, websites and special pages, public relations, content creation and calendars

**2019-current** **Ottopass LLC**  
**Marketing & Brand Strategist, Owner**

- Create brand ID strategies and marketing plans for clients
- Provide guidance on product and e-commerce launches
- Manage digital advertising and content creation and calendars

**2015** **To The Stars**  
**Marketing Director**

- Responsible for marketing all books, media, music and branded products
- Oversaw website, events, ecommerce, social media, digital advertising & content
- Managed designers, warehouse, store and marketing teams
- Created brand awareness and strategy for Tom DeLonge, Angels & Airwaves, To The Stars

**2012** **Macbeth Footwear**  
**Global Marketing and PR Director**

- Created demand and brand awareness across the globe
- Created, implemented, and maintained plans, budgets, sales tools and calendars
- Managed team ambassadors- artists, musicians, and athletes
- Oversaw retail activations, events, collaborations, PR and outreach

**2011** **Keep-A-Breast**  
**Brand Manager**

- Oversaw marketing, sales, and design for the merchandise division of the non-profit
- Managed education, outreach, and awareness
- Created marketing plans for the non-profit and the merchandise divisions

**2006** **Pony Footwear**  
**Global Marketing and PR Director**

- Created and implemented marketing strategy both domestically and internationally
- Managed all marketing across all global regions, including in-store, events, ad campaigns, social media, PR, budgets, calendars



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-180, Version: 1**

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### **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.*

Silvia Serna to the Animal Shelter Advisory Committee by Representative Josh Acevedo, District 2.



## Board Appointment Form

City Clerk's Office

Appointing Office	Josh Acevedo, District 2
Agenda Placement	Consent
Date of Council Meeting	02/04/25
Name of Board	Animal Shelter Advisory Committee
Agenda Posting Language	
Appointment of Silvia Serna to the Animal Shelter Advisory Committee by Representative Josh Acevedo, District 2.	
Appointment Type	Regular
Member Qualifications	
See resume.	
Nominee Name	Silvia Serna
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 2
City Employed Relatives	
Board Membership	
Fair Housing Task Force	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Ruby Montana
Reason for Vacancy	Resigned
Date of Appointment	02/04/25
Term Begins On	06/22/21
Term Expires On	06/23/25
Term	Unexpired Term



# SILVIA SERNA

Performance-driven, forward-thinking Management Professional offering over 30 years of comprehensive experience in fast-paced, customer-driven public service. Possess an effective hands-on leadership style that inspires trust and confidence amongst superiors, peers and subordinates. Highly adept at breaking down barriers to progress and implement the change necessary to achieve an organization's long-term strategic imperatives.

## CORE COMPETENCIES:

- |                                    |                                    |                        |
|------------------------------------|------------------------------------|------------------------|
| • Strategic Planning               | Operations & Facilities Management | Budget Management      |
| • Program Development              | Cross-Functional Leadership        | Staff Development      |
| • Multi-Site Operations Management | Employee Rewards/Incentives        | Safety/Risk Management |
| • Customer Service                 | Grant Writing Experience           | Regulatory Compliance  |

*Bilingual: Fluent in English and Spanish*

## PROFESSIONAL EXPERIENCE

### 34<sup>th</sup> Judicial District Attorney's Office, El Paso, Texas

#### Grant Analyst

5/2021-12/2024

- Write and manage all grants for the District Attorney's Office to include creating very complex reports submitted to the granting agencies such as the Governor's Office of Texas, TxDOT, and Bureau of Justice
- Manage budgets for the grants to include several grants exceeding millions of dollars
- Create and manage all the budget adjustments for the grants
- Work in conjunction with other County offices such as Purchasing, County Auditors, County Attorneys and County Administration for the acceptance of grants and vetting processes.

### 346<sup>th</sup> District Court – El Paso Veterans Treatment Court Program, El Paso, Texas

#### Veteran Program Director

7/2012 – 12/2020

- Developed and implemented policy for the El Paso Veterans Treatment Court Program.
- Make presentations to the community to include the many veteran organizations and provide education regarding the statutory requirements for eligibility placement.
- Perform all the case management duties to include preparing files for docket, staffing cases with the Team and follow-up with attorneys.
- Prepare and maintain solicitation of grants for Veterans Treatment Court.
- Provide supervision of staff to include compliance officers, counselor and interns.
- Developed, designed & maintain the county-wide web page for the Veterans Court.

### West Texas Community Supervision & Corrections Department (WTCSCD), El Paso, Texas

#### Officer-in- Charge/Supervisor

2005 to 2012

Directly responsible for the day-to-day operations of a 24/7, 90 bed Male/Female Residential Facility. Supervise 30+ employees and direct all residential services for three separate shifts.

- Oversee all of the Residential Services that covers Transportation, Counseling, Housing, Dining Facility, Correctional Control Area and Administration.
- Assist and conduct monthly Team Meetings regarding admission, discharge and transfers of Residents from the Facility.

- Direct all incoming placements to the Residential Facility to appropriate staff or outside services.
- Oversee the performance counseling/evaluation of all department employees and manage their training.
- Oversee the implementation of Resident's case files be kept in accordance with operational procedures and the Criminal Justice Assistance Division (CJAD).
- Manage the Probation Officers, Counselors, and Employment Special, ensuring the Facility's success is met by visiting with Resident's and their families on a weekly basis, conducting and overseeing Resident's meetings and maintaining high employment ratios.
- Manage all court related duties in conjunction with the District & County Courts, CPS, Drug Court, INS, APS and other governmental entities.
- Oversee the safety and security of the Residential Facility as mandated by CJAD, to include the residential living quarters, residents, customers and staff.

**Key Achievements**

- Implemented training on the specialization of services to the DA's office, Executive Staff and the Probation Department.
- Set up infrastructure for the Residential Facility that ensured the Facility was able to meet the expectation of CJAD requirements.
- Implemented safety policy and procedures for the Facility, i.e., fire drills, evacuation and hazardous chemical spills.
- Implemented transportation policy and procedure to insure timeliness of Resident's pickup/dropoff.
- Implemented risk procedures to include accident investigation, work related injury/illness and safety of staff.

**WTCSCD, El Paso, Texas****2001 to 2005****Senior Probation Officer, Texas Satellite, El Paso, Texas**

- Managed the entire Probation Office Satellite of 13 Officers, 2 Secretaries and Interns.
- Planned, organized and supervised court appearances and duties for Probation Officers.
- Oversee all probation functions and services be in accordance with CJAD standards.
- Met regulatory standards set by CJAD, County and Texas Department of Health.
- Conducted performance counseling/evaluation of all satellite employees.

**WTCSCD, El Paso, Texas****1998 to 2001****Deputy Probation Officer, Court Services, El Paso, Texas**

- Engaged in professional duties related to serving the district needs of the District & County Courts.
- Served as liaison Officer for the Courts.
- Conducted Internal Affairs investigations for the Department.
- Conducted criminal backgrounds on defendants.
- Met regulatory standards set by CJAD.

**WTCSCD, El Paso, Texas****1996 to 1998****Deputy Probation Officer, Texas Satellite, El Paso, Texas**

- Supervised caseloads of up to 200+ Probationers.
- Conducted monthly statistical reports.
- Performed tasks as court ordered for the needs of the Probationers.
- Met regulatory standards set by CJAD.

**INTERMEDIATE SANCTION FACILITY, El Paso, Texas****1995 to 1996****Case Manager II**

- Conducted classroom curriculum to include Anger Management, Life Skills and Substance Abuse Education to Probationers.
- Compiled monthly progress reports.
- Oversee the implementation and development of classroom curriculum.
- Managed caseload.
- Acting Director of Programs

**R.E. THOMASON GENERAL HOSPITAL, El Paso, Texas****1989 to 1993****Employee Assistance Program Coordinator, Human Resources**

- Developed the EAP from concept.
- Provided assessment services, evaluation and referral services to employees.
- Developed extensive network of community support agencies.

**DISTRICT ATTORNEY'S OFFICE, El Paso, Texas****1988-1989**

- Victim Services Coordinator
- Paralegal

**CENTRAL APPRAISAL DISTRICT, El Paso, Texas****1984-1988**

- Secretary for the Appraisal Review Board

**LULAC PROJECT AMISTAD, El Paso, Texas****1980-1984**

- Clerk
- Secretary

**EDUCATION****Master of Arts, Organizational Management**  
University of Phoenix, Santa Teresa, New Mexico**2001****Bachelor of Science, Criminal Justice**  
University of Texas at El Paso, El Paso, Texas**1994****NOTABLE ACHIEVEMENTS****Congressional Recognition, Congressman Beto O'Rourke,**  
**for support of the Veterans in the community as Veterans Program Director**  
**of the El Paso Veterans Treatment Court Program****2015****Recognition for outstanding support for Veterans from the El Paso**  
**Veterans and Riders Association****2015****Recognition by the Paratroopers of the Benavidez-Patterson 82<sup>nd</sup>**  
**Airborne Division for support of the active duty and veteran military**  
**Community****2013****Leadership of El Paso, Class 28****2006**



Legislation Text

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File #: 25-138, Version: 2

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**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) 212-0106

**AGENDA LANGUAGE:**

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

A refund to Gerald Wheaton in the amount of \$3,719.59 for an overpayment made on December 19, 2024 of 2024 taxes, Geo. # C818-999-0730-0300. This action would allow us to comply with state law which requires approval of refunds for tax overpayments greater than \$2,500.00 by the legislative body.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**


**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**  Tax Deputy Administrator for Maria Pasillas Tax Assessor  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## CITY TAX OFFICE

JAN 06 2025



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. C818-999-0730-0300	Prop ID 331181
Legal Description of the Property 73 CORONADO HILLS #5 LOT 2 (11667 SQ FT) 703 SOMERSET DR 79912	
OWNER: GERALD B & MARY E WHEATON LIVING TRUST	

GERALD WHEATON  
703 SOMERSET DR  
EL PASO, TX 79912

2024 OVERAGE AMOUNT \$3,719.59

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

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.

## Step 1. Identify the refund recipient.

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Gerald Wheaton

Address: 703 Somerset DR.

City, State, Zip: El Paso, TX, 79912

Daytime Phone No.: 808-635-9755

E-Mail Address: gwheaton738@gmail.com

## Step 2. Provide payment information.

Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:

Check No.

Date Paid

Amount Paid

Credit Card Payment

CC006450008

12/19/2024

\$3,719.59

TOTAL AMOUNT PAID (sum of the above amounts)

## Step 3. Provide reason for this refund.

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

☐ I paid this account in error and I am entitled to the refund.☒ I overpaid this account. Please refund the excess to the address listed in Step 1.☐ I want this payment applied to next year's taxes.☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

## Step 4. Sign the form.

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )

SIGNATURE OF REQUESTOR (REQUIRED)

Gerald B Wheaton

PRINTED NAME &amp; DATE

GERALD B WHEATON 1-2-25

TAX OFFICE USE ONLY:

☒ Approved☐ Denied

By: N.H.

Date: 1-2-25





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-184, Version: 1**

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

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

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

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

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0023

#### **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 Mayor Renard U. Johnson in the amounts of \$3,500.00 from Miguel Fernandez, \$2,000.00 from Alvaro Bustillos, \$10,000.00 from Stanley Jobe, and \$40,000.00 loan from Renard Johnson.



Legislation Text

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File #: 25-141, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

**AGENDA LANGUAGE:**

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

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

**Award Summary:**

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2022-0004 Security Services - Municipal Buildings to Night Eyes Protective Services, Inc. This change order will increase referenced contract by \$139,725.00 for a total estimated amount not to exceed \$2,203,389.00. This change order will add capacity for additional services needed under this contract.

Department: Streets and Maintenance

Award to: Night Eyes Protective Services, Inc

City & State: El Paso, TX

Current Contract Amount: \$2,063,664.00

Change Order Amount: \$139,725.00

Total Estimated Amount not to Exceed: \$2,203,389.00

Account(s): 532 - 1000 - 31040 - 522120 - P3120

Funding Source(s): General Fund

District(s): All

**Contract Procurement Information:**

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

**Change Order Price Information:**

Armed security guard with marked vehicle hourly rate: \$22.50

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



**DEPARTMENT:** Streets and Maintenance  
Purchasing & Strategic Sourcing

**AGENDA DATE:** February 4, 2025

**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON NAME:** Richard J Bristol, Streets and  
Maintenance Director  
K. Nicole Cote, Managing Director

**PHONE NUMBER:** (915)212-7000

**PHONE NUMBER:** (915)212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 7. Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

**SUBJECT:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2022-0004 Security Services – Municipal Buildings to Night Eyes Protective Services, Inc. This change order will increase referenced contract by \$139,725.00 for a total estimated amount not to exceed \$2,203,389.00.

**BACKGROUND / DISCUSSION:**

This change order is to add patrol services that were not on the original contract but have determined necessary as a result of incidents that have occurred in City Hall parking lots. The patrol services consist of adding uniformed armed security guards in marked patrol vehicles that will roam the City Hall campus from Monday – Friday during the hours of 8:00am – 6:00pm. This is aimed at increasing safety measures for City personnel walking to from their designated office building.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

NA

**SELECTION SUMMARY:**

NA

**CONTRACT VARIANCE:**

NA

**PROTEST**

NA

**PRIOR COUNCIL ACTION:**

On March 29, 2022, City Council approved the award of contract 2022-0004 Security Services – Municipal Buildings to Night Eyes Protective Services, Inc. for a three (3) year term and two (2) year-option to extend the contract for at total amount of \$3,439,440.00.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$139,725.00

Funding Source: General Fund

Account: 532 – 1000 – 31040 – 522120 – P3120

2022-0004 Security Services – Municipal Buildings

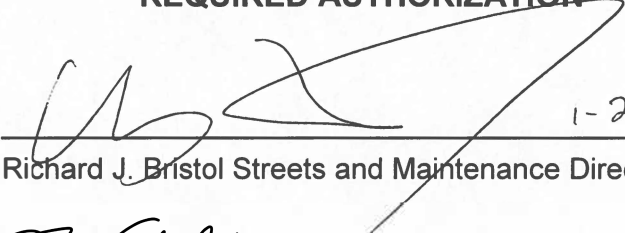
**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

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

DEPARTMENT HEAD:

  
1-21-25  
Richard J. Bristol Streets and Maintenance Director

  
K. Nicole Cote, Managing Director

Project Form  
(Change Order)

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Consent Agenda for the City Council of February 4, 2025.

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

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

**Award Summary:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2022-0004 Security Services – Municipal Buildings to Night Eyes Protective Services, Inc. This change order will increase referenced contract by \$139,725.00 for a total estimated amount not to exceed \$2,203,389.00. This change order will add capacity for additional services needed under this contract.

Department:	Streets and Maintenance
Award to:	Night Eyes Protective Services, Inc
City & State:	El Paso, TX
Current Contract Amount:	\$2,063,664.00
Change Order Amount:	\$139,725.00
Total Estimated Amount not to Exceed:	\$2,203,389.00
Account(s):	532 – 1000 – 31040 – 522120 – P3120
Funding Source(s):	General Fund
District(s):	All

**Contract Procurement Information:**

This was a Best Value Bid Award - unit price contract

**Change Order Price Information:**

Armed security guard with marked vehicle hourly rate: \$22.50

## 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

Fernando J. Rodriguez

Business Name

Night Eyes Protective Services, Inc.

Agenda Item Type

Change Order: 2022-0003 Security Services – Municipal Buildings

Relevant Department

Streets and Maintenance

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



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

OR



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

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*February 20, 2025*





## 2022-0004 Security Services- Municipal Buildings- Change Order

Richard Bristol, Streets and Maintenance Director

February 4, 2025



# Streets and Maintenance Department

2022-0004 Security Services – Municipal Buildings

Space reserved for the ASL  
interpreter

Do not move, modify, or add  
any information on this box.

## Strategic Plan Goal:

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

*7.2: Improve competitiveness through infrastructure improvements impacting the quality of life*



## Streets and Maintenance Department 2022-0004 Security Services- Municipal Buildings

Space reserved for the ASL  
interpreter

Do not move, modify, or add  
any information on this box.



### *Purpose of Procurement Change Order*

- This change order will add capacity for additional services that were not in the original contract but have determined necessary as a result of incidents that occurred in City Hall parking lots.
- Additional services consist of uniformed armed security guards in market patrol vehicles. This is aimed to increase safety measures for City personnel.
- Armed security guard with marked hourly rate: \$22.50



**Streets and Maintenance Department  
2022-0004 Security Services- Municipal Buildings**

Space reserved for the ASL  
interpreter

Do not move, modify, or add  
any information on this box.

<b>Contractor</b>	<b>Night Eyes Protective Services, Inc.</b>
<b>Initial Term Award Option</b>	<b>\$2,063,664 – (3) Years \$1,375,776 – (2) Years</b>
<b>Change Order</b>	<b>\$139,725</b>
<b>Funding Source</b>	<b>General Fund</b>
<b>Account No.</b>	<b>532-1000-522120-31040-P3120</b>



## Mission

Deliver exceptional services to support a high quality of life and place for our community



## Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



## Values

Integrity, Respect, Excellence, Accountability, People

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.





## Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



## Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



## Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas





Legislation Text

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File #: 25-145, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

Internal Audit, Edmundo S. Calderon, (915) 212-1365

**AGENDA LANGUAGE:**

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

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

**Award Summary:**

Request that the City Manager be authorized to sign a Service Agreement (Solicitation 2024-0654R) for the auditing of City sales tax collections by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Service Provider") for a contract term of three years from the date this Service Agreement is approved by the City Council, with an option to extend for two additional years. This award is a contingency-based contract, which shall not exceed 25% of the additional revenue to the City based on the Agency's documented findings.

**Contract Variance:**

The difference based in comparison to the previous contract for the initial terms is as follows: An increase of 12% due to the contingency fee rate increasing.

Department: Internal Audit

Award to: Avenu Insights & Analytics, LLC

City & State: Centreville, VA

Item(s): All

Initial Term: 3 Years

Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: Contingency-based not to exceed 25%

Initial Term Estimated Award: Contingency-based not to exceed 25%

Option Term Estimated Award: Contingency-based not to exceed 25%

Total Estimated Award: Contingency-based not to exceed 25%

Account(s) 210 - 1000 - 521000 - 13130

Funding Source(s): General Fund

District(s): All



This was a Request for Qualifications Procurement, service contract.

The Purchasing & Strategic Sourcing Department and Internal Audit recommend award as indicated to Avenu Insights & Analytics, LLC, the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

In addition, the City Manager is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

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**



**DEPARTMENT:** Internal Audit  
Purchasing & Strategic Sourcing  
**AGENDA DATE:** February 4, 2025  
**PUBLIC HEARING DATE:** NA  
**CONTACT PERSON NAME:** Edmundo S. Calderon, Chief Internal Auditor  
K. Nicole Cote, Managing Director  
**PHONE NUMBER:** (915)212-1365  
**PHONE NUMBER:** (915)212-1092  
**DISTRICT(S) AFFECTED:** All  
**STRATEGIC GOAL:** No. 5 – Set the Standard for Sound Governance and Fiscal Management  
**SUBGOAL:** 6.8 – Support transparent and inclusive government

**SUBJECT:**

Request that the City Manager be authorized to sign a Service Agreement (Solicitation 2024-0654R) for the auditing of City sales tax collections by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Service Provider") for a contract term of three years from the date this Service Agreement is approved by the City Council, with an option to extend for two additional years. This award is a contingency-based contract, which shall not exceed 25% of the additional revenue to the City based on the Agency's documented findings.

**BACKGROUND / DISCUSSION:**

This contract will consist of a firm to perform an audit of State and City records to determine if: (i) All businesses operating within the City of El Paso are subject to City sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts, (ii) All internet sales that are subject to local City of El Paso sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts, (iii) The City of El Paso is being correctly allocated all City sales and use tax due each month from the Texas State Comptroller of Public Accounts, and (iv) Coordinate with the Office of the Texas Comptroller of Public Accounts to correct appropriate records in order to ensure that collection of any unrealized sales tax revenue to the City.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

A pre-proposal meeting was held on August 28, 2024. One (1) firm was in attendance.

**SELECTION SUMMARY:**

Solicitation was advertised on August 20, 2024 and August 27, 2024. The solicitation was posted on City website on August 20, 2024. There were a total number in seven (7) viewers online; two (2) proposals were received, none from local firms. An Inadequate Competition Survey was conducted.

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract for the initial terms is as follows: An increase of 12% due to the contingency fee rate increasing.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

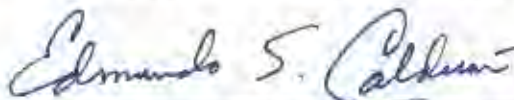
Amount: Contingency-based not to exceed 25%  
Funding Source: 210 – 1000 – 521000 – 13130  
Account: General Fund

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

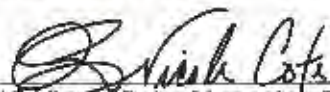
Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
NA	NA

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

**DEPARTMENT HEAD:**


Edmundo S. Calderon, Chief Internal Auditor



K. Nicole Cote, Managing Director

Project Form  
Request for Qualifications

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Consent Agenda for the City Council of February 4, 2025.

Strategic Goal 6 - Set the Standard for Sound Governance and Fiscal Management

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

**Award Summary:**

Request that the City Manager be authorized to sign a Service Agreement (Solicitation 2024-0654R) for the auditing of City sales tax collections by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Service Provider") for a contract term of three years from the date this Service Agreement is approved by the City Council, with an option to extend for two additional years. This award is a contingency-based contract, which shall not exceed 25% of the additional revenue to the City based on the Agency's documented findings.

**Contract Variance:**

The difference based in comparison to the previous contract for the initial terms is as follows: An increase of 12% due to the contingency fee rate increasing.

Department:	Internal Audit
Award to:	Avenu Insights & Analytics, LLC
City & State:	Centreville, VA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	Contingency-based not to exceed 25%
Initial Term Estimated Award:	Contingency-based not to exceed 25%
Option Term Estimated Award:	Contingency-based not to exceed 25%
Total Estimated Award	Contingency-based not to exceed 25%
Account(s)	210 – 1000 – 521000 – 13130
Funding Source(s):	General Fund
District(s):	All

This was a Request for Qualifications Procurement, service contract.

The Purchasing & Strategic Sourcing Department and Internal Audit recommend award as indicated to Avenu Insights & Analytics, LLC, the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

In addition, the City Manager is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

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 RFQ SCORESHEET

PROJECT: 2024-0654R Audit of Sales Tax Collections

## Evaluation of Submittal

		Avenu Insights & Analytics, LLC Centreville, VA	Sales Tax Assurance LLC dba HdL Companies Houston, TX
	MAX POINTS		
Factor A - General Overview of Agency and Services			
	30	30.00	28.33
Factor B - Experience – Comparable Contracts			
	25	25.00	23.67
Factor C - References			
	10	10.00	6.00
Factor D - Capacity and Capability of Agency's Resources			
	25	25.00	21.00
Factor E - Number of Hours Dedicated to Engagement			
	10	10.00	10.00
TOTAL SCORE			
	100	100.00	89.00
Rank			
		1	2



**CITY OF EL PASO**  
**REQUEST FOR QUALIFICATIONS TABULATION FORM**



**Bid Opening Date: September 18, 2024**

**Solicitation #: 2024-0654R**

**Project Name: Audit of Sales Tax Collections**

**Department: Internal Audit**

OFFERORS NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Avenu Insights & Analytics, LLC	Centreville, VA	YES
Sales Tax Assurance LLC dba HdL Companies	Houston, TX	YES
RFQs SOLICITED: 334    LOCAL RFQs SOLICITED: 111    RFQs RECEIVED: 2    LOCAL RFQs RECEIVED: 0    NO BIDS: 2		

**NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.**

Approved:           /s/            
e: 9/23/2024



**2024-0654R Audit of Sales Tax Collections**  
**Viewer's List**

<u>Participant Type</u>	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
1	Avenu Insights & Analytics, LLC	09/18/2024	Submitted	Centreville	VA	20120
2	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	09/09/2024	No Bid	EL PASO	TX	79936
3	OLIVARES ELECTRIC OF EL PASO, LLC	08/20/2024	No Bid	El Pso	TX	79936
4	Trynise McKnight		Viewed	Grand Prairie	TX	75050
5	HdL Companies	09/17/2024	Submitted	Houston	TX	77024
6	Eight 20 Consulting (dba TeamZac)		Unsubmitted	Hudson Oaks	TX	76087
7	Marcum LLP		Viewed	West Palm Beach	FL	33401

## RESOLUTION

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

**THAT** the City Manager be authorized to sign a Service Agreement (Solicitation 2024-0654R) for the auditing of City sales tax collections by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Service Provider") for a contract term of three years from the date this Service Agreement is approved by the City Council, with an option to extend for two additional years. This award is a contingency-based contract, which shall not exceed 25% of the additional revenue to the City based on the Agency's documented findings.

In accordance with this award the City Manager or designee is authorized to exercise future options if needed. In addition, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2025.


### CITY OF EL PASO:

\_\_\_\_\_  
Renard U. Johnson  
Mayor

### ATTEST:


\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
K. Nicole Cote, Managing Director  
Purchasing & Strategic Sourcing Department

  
\_\_\_\_\_  
Edmundo S. Calderon, Chief Internal Auditor  
Internal Audit Department

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO ) **AGREEMENT FOR AUDIT OF SALES TAX COLLECTIONS  
FOR INTERNAL AUDIT DEPARTMENT WITH AVENU  
INSIGHTS & ANALYTICS, LLC**

This Agreement for Sales Tax Collections for the City of El Paso Internal Audit Department (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 ("**Effective Date**"), by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the "**City**") and AVENU INSIGHTS & ANALYTICS, LLC, a Virginia corporation, (the "**Service Provider**").

**WHEREAS**, the City solicited proposals for the services of sales tax collections audits for the City's Internal Audit Department through a request for qualifications ("**RFQ**") No. 2024-0654R Audit of Sales Tax Collections; and

**WHEREAS**, the Service Provider possesses the qualifications, certifications, credentials, experience, and expertise to perform said sales tax collections audit services for the City; and

**WHEREAS**, the City desires to engage the Service Provider to provide sales tax collections audit services for the Internal Audit Department according to the specification of the RFQ.

**IN CONSIDERATION** of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION I. TERM.** The effective date of this Agreement is as stated above and will remain in effect thereafter (36) months from the effective date. The term of this Agreement may be extended for one additional, two-year period at the mutual agreement of the parties under the same terms and conditions herein.

**SECTION II. OTHER DOCUMENTS; CONFLICT.** The following documents comprise this Agreement:

- A City's Request for Qualifications No. 2024-0654R ("**RFQ**").
- B. Service Provider's Proposal ("**Proposal**").
- C. Proposal Cost
- D. This Supplemental Agreement including all Exhibits attached and incorporated to this Agreement.

The RFQ, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the RFQ, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the RFQ and Proposal, and the terms and conditions of the RFQ shall control where they conflict with the Proposal.

**SECTION III. SCOPE OF SERVICES.** The Service Provider hereby agrees to perform the requested auditing services in accordance with the specifications of the City's RFQ, (attached and incorporated hereto as **Exhibit A**), the Proposal submitted by the Service Provider in response to the RFQ (attached and incorporated hereto as **Exhibit B**), and the Fee Proposal (attached and incorporated hereto as **Exhibit C**) pursuant to the terms and conditions set forth in the Contract Clauses of such RFQ and this Agreement. The scope of services identified within the RFQ and Proposal and clarified by this Agreement shall be referred to collectively as the "Services." All services shall be performed with reasonable care, skill, and diligence

as would be practiced by the accounting and auditing community within the County of El Paso, Texas.

The Service Provider perform an audit of State and City records to determine if: (i) All businesses operating within the City of El Paso are subject to City sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts, (ii) All internet sales that are subject to local City of El Paso sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts, (iii) The City of El Paso is being correctly allocated all City sales and use tax due each month from the Texas State Comptroller of Public Accounts, and (iv) Coordinate with the Office of the Texas Comptroller of Public Accounts to correct appropriate records in order to ensure that collection of any unrealized sales tax revenue to the City. To include performing the audit and examine records but also to be able to ensure correction of records, ensure collection of unrealized sales tax revenue, and provide recommendations for improvements.

The scope of work may change which the City will give notice in writing to the Service Provider of the changes of scope if applicable. The Service Provider and the City shall first agree in writing to the amendments to the scope of services before the amendment becomes part of this Agreement.

**SECTION IV. NON-EXCLUSIVE AGREEMENT.** This Agreement is non-exclusive. The City shall be entitled to enter into sale tax collection audit service agreements with other properly selected individuals or businesses that qualify to provide auditing services.

**SECTION V. PRE-REQUISITE TO AGREEMENT.** The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement. The Service Provider shall provide auditing services through a Texas State Board of Public Accountancy and licensed by the State of Texas.

**SECTION VI. REPRESENTATIONS OF THE SERVICE PROVIDER.** In addition to the prerequisite qualifications required prior to entering into this Agreement, the Service Provider also agrees to comply with the following requirements:

- A. It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B. The Service Provider, including each individual employed by the Service Provider and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized and licensed to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all required professional licenses during the term of this Agreement. If the Service Provider receives notice from a licensing authority of a suspension or revocation of a license of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or fails to remove any employee who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.
- C. The City shall be informed of any changes to the Service Provider's personnel so that the City Manager may approve the qualifications of the different or additional Service Provider's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.

- D. The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

**SECTION VII. INDEPENDENT SERVICE PROVIDER.** Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

**SECTION VIII. COMPENSATION AND INVOICES.** The City shall pay the Service Provider for each session of services at the rates set forth in the *Proposal Cost* attached hereto as *Exhibit C*. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained in writing prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the Internal Audit Department for each month in which audit services are performed according to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall specify the number of sessions conducted by the type of services as provided in Section A of the RFQ. Invoices shall be delivered to the Chief Internal Auditor.

**SECTION IX. [INTENTIONALLY DELETED]**

**SECTION X. INSPECTIONS AND AUDITS.** The City reserves the right to inspect and audit the Service Provider's records. The Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with services of this Agreement. The Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. The Service Provider shall be required to keep such books and records available for such purposes for at least five (5) years after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

**SECTION XI. REPORTS.** The Service Provider shall provide monthly written report ("Utilization Reports") to the Police Chief of the services rendered pursuant to this Agreement. The Utilization Report shall provide an analysis of the progress of the program and recommendations. Oral reports detailing the progress of the Employee Assistance Program may be requested as the City deems reasonably necessary.

**SECTION XII. INSURANCE REQUIREMENTS.** With no intent to limit the Service Provider's liability or the indemnification provisions set forth hereinafter, the Service Provider shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The

City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

**A. INSURANCE.**

**1. Worker's Compensation.** A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

**2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance.** The Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Service Provider and the Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Service Provider or by anyone directly employed by the Service Provider. The minimum limits of liability and coverage shall be as follows:

a) **Commercial General Liability**

**Personal Injury or Death**

\$1,000,000 for each person

\$1,000,000 in the aggregate

**Property Damage**

\$1,000,000 for each occurrence

\$1,000,000 in the aggregate

b) **Vehicle Liability**

**Combined Single Limit**

\$1,000,000 per accident

**B. ERRORS AND OMISSIONS LIABILITY INSURANCE.** The Service Provider shall procure and maintain, at the Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000 on a claim made basis.

**C. FORM OF POLICIES.** The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

**D. ISSUERS OF POLICIES.** The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

**E. INSURED PARTIES.** Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

**F. MATERIAL CHANGE IN POLICY(IES).** Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

**G. CANCELLATION.** Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company. The Service Provider shall also give written notice to the City's Purchasing Manager within fifteen (15) days of the date upon which total claims by any party against the Service Provider reduce the aggregate amount of coverage below the amounts required by this Agreement.

**H. DELIVERY OF POLICIES.** The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Service Provider with the City's Purchasing Manager prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso  
Purchasing & Strategic Sourcing Department  
Attn: Managing Director  
300 N. Campbell El  
Paso, TX 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Service Provider to provide the City's Purchasing Manager with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Service Provider entitling the City, upon three (3) days written notice to the Service Provider to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Service Provider, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Service Provider to comply with this requirement shall constitute a default of the Service Provider allowing the City, at its option, to terminate this Agreement as referenced above.

**SECTION XIII. TERMINATION OF AGREEMENT.** In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

**A. TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Service Provider shall cease all services under this Agreement. Upon such termination, the Service Provider shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

**B. TERMINATION FOR DEFAULT:** It is further understood and agreed by the Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of



the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Service Provider pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined.

**SECTION XIV. INDEMNIFICATION.** Service Provider or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Service Provider every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Service Provider will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Service Provider may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Service Provider will pay all judgments finally establishing liability of the City in actions defended by Service Provider pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Service Provider, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Service Provider's property from any cause.

#### **SECTION XV. GENERAL PROVISIONS.**

**A. TIME IS OF THE ESSENCE.** The Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

**B. SUCCESSOR AND ASSIGNS.** The Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Service Provider if the Service Provider shall attempt to assign without prior written consent.

**C. VENUE.** For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**D. LEGAL CONSTRUCTION.** Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or her designee.

**E. COMPLIANCE WITH LAW.** The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

**F. NOTICE.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

**CITY:** City of El Paso City Manager  
P.O. Box 1890  
El Paso, Texas 79950-1890

**With Copy to:** City of El Paso Internal Audit  
P.O. Box 1890  
El Paso, Texas 79950-1890

**SERVICE PROVIDER:** Avenu Insights & Analytics, LLC  
Attn: Daniel Wurz  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

**G. FORCE MAJEURE.** The Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

**H. COMPLETE AGREEMENT.** This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

*(Signatures Begin on Following Page)*

IN WITNESS WHEREOF the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

**CITY OF EL PASO:**

\_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nicole Cote, Managing Director  
Purchasing & Strategic Sourcing Department

  
\_\_\_\_\_  
Edmundo Calderon, Chief Internal Auditor  
Internal Audit Department

THE STATE OF TEXAS       §

COUNTY OF EL PASO       §

**ACKNOWLEDGEMENT**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by **Dionne Mack**, as **City Manager** of the **City of El Paso, Texas**.

**My commission expires:**

\_\_\_\_\_

\_\_\_\_\_  
**Notary Public, State of Texas**

*(Signatures Continue on Following Page)*

**SERVICE PROVIDER:**

Avenu Insights & Analytics, LLC a Virginia corporation

By: [Signature]  
Printed Name: Paul Colangelo  
Title: CEO

Commonwealth of Virginia

~~THE STATE OF TEXAS~~

Fairfax

~~COUNTY OF EL PASO~~

**ACKNOWLEDGEMENT**

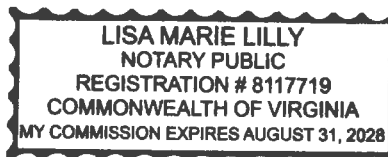
This instrument was acknowledged before me on this 30<sup>th</sup> day of December, 2024  
by Paul Colangelo, as CEO (title) of the Avenu Insights & Analytics, LLC a  
Virginia corporation.

My commission expires:

August 31, 2028

[Signature]  
Notary Public, ~~State of Texas~~

Commonwealth of Virginia



**EXHIBIT A**

**RFQ NO. 2024-0654R**

**AUDIT OF SALES TAX COLLECTIONS**



## **2024-0654R Addendum 1**

### **Audit of Sales Tax Collections**

Issue Date: 8/20/2024

Questions Deadline: 9/4/2024 05:00 PM (MT)

Response Deadline: 9/18/2024 02:00 PM (MT)

### **Contact Information**

Contact: Paula Salas

Address: Purchasing & Strategic Sourcing  
City 1

300 N. Campbell St.  
El Paso, TX 79901

Phone: 1 (915) 262-9901

Email: SalasPX@elpasotexas.gov

Event Information

Number: 2024-0654R Addendum 1  
Title: Audit of Sales Tax Collections  
Type: Request for Qualifications  
Issue Date: 8/20/2024  
Question Deadline: 9/4/2024 05:00 PM (MT)  
Response Deadline: 9/18/2024 02:00 PM (MT)  
Notes:

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment.

Event	Date and/or Time
Release	08/20/2024
Non-Mandatory Pre-Proposal Conference (Recommended to attend)	<p>On Wednesday August 28, 2024 @ 11:00 A.M.(MST)</p> <p>Location: Microsoft Teams Conference Call</p> <p><a href="#">Click here to join the meeting</a></p> <p>Meeting ID: 241 946 216 548</p> <p>Passcode: 3zuAWq</p> <p><a href="#">Download Teams</a>   <a href="#">Join on the web</a></p> <p>Or call In (audio only)</p> <p>Call Number: (915) 213-4096</p> <p>Conference ID: 586 188 046#</p>
Question Deadline	09/04/2024
Answers Provided	09/11/2024
Bid Due Date	09/18/2024 @ 2:00 P.M.



Bid Opening and Reading	09/18/2024 @ 2:30 P.M. The City of El Paso, Texas will be broadcasting Bid Openings Live at <a href="https://www.elpasotexas.gov/purchasing/">https://www.elpasotexas.gov/purchasing/</a>
Evaluation	October 2024
Contract Award Date (approx.)	December 2024

**Mail To or Hand Deliver To:**

City of El Paso Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1st Floor El Paso, TX 79901-1153

## Ship To Information

Contact: Miguel A. Montiel  
Address: Internal Audit  
City 2  
218 N Campbell St.  
El Paso, TX 79901  
Phone: 1 (915) 212-1367  
Email: MontielMA@elpasotexas.gov

## Billing Information

Contact: Miguel A. Montiel  
Address: Internal Audit  
City 2  
218 N Campbell St.  
El Paso, TX 79901  
Phone: 1 (915) 212-1367  
Email: MontielMA@elpasotexas.gov

## Bid Attachments

### Factor B - Experience - Comparable Contract Form #1.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

### Factor B - Experience - Comparable Contract Form #2.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

### Factor B - Experience - Comparable Contract Form #3.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

### Factor B - Experience - Comparable Contract Form #4.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

### Factor B - Experience - Comparable Contract Form #5.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

### Form 1295 Instructions and Example.pdf

[Download](#)

Download PDF file, open file, follow instructions, file Form 1295 online, submit the filed form signed and upload to the "Response Attachments" tab

### Amendment Acknowledgement (For Paper Bids Only).pdf

[Download](#)

Download, complete, print and submit with paper bid

<b>Certification Regarding Boycotting of Energy Company.pdf</b> Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab	Download
<b>Certification Regarding Discrimination Against Firearm &amp; Ammunition Industries.pdf</b> Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab	Download
<b>Certification Regarding Terrorist Organizations &amp; Boycotting of Israel.pdf</b> Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab	Download
<b>CIQ Form.pdf</b> Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab	Download
<b>Indebtedness Affidavit.pdf</b> Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab	Download
<b>Non Collusion and Business Disclosure Affidavit.pdf</b> Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab	Download
<b>Subcontractors Form.pdf</b> Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab	Download
<b>W-9.pdf</b> Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab	Download
<b>2024-0645R A001.pdf</b> <div>Download and Review Amendment A001</div>	Download

Requested Attachments

<b>Upload Factor A - General Overview of Agency and Services</b> <i>(Attachment required)</i> Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.
<b>Upload Factor B - Experience – Comparable Contract - Form #1</b> <i>(Attachment required)</i> Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.
<b>Upload Factor B - Experience – Comparable Contract - Form #2</b> <i>(Attachment required)</i> Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.
<b>Upload Factor B - Experience – Comparable Contract - Form #3</b> <i>(Attachment required)</i> Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Upload Factor B - Experience – Comparable Contract - Form #4**

*(Attachment required)*

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Upload Factor B - Experience – Comparable Contract - Form #5**

*(Attachment required)*

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Upload Factor D - Capacity and Capability of Agency's Resources**

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Upload Factor E - Number of Hours Dedicated to Engagement**

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **CIQ Form - Upload Completed Document**

*(Attachment required)*

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Certification Regarding Boycotting of Energy Company - Upload Completed Document**

*(Attachment required)*

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Certification Regarding Discrimination Against Firearm & Ammunition Industries - Upload Completed Document**

*(Attachment required)*

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Certification Regarding Terrorist Organizations & Boycotting of Israel - Upload Completed Document**

*(Attachment required)*

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Completed Form 1295 - Upload Completed Document**

*(Attachment required)*

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Disclosures - Upload Completed Document**

*(Attachment required)*

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Financial Responsibility Document - Upload Completed Document**

*(Attachment required)*

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Indebtedness Affidavit - Upload Completed Document**

*(Attachment required)*

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Non-Collusion and Business Disclosure Affidavit - Upload Completed Document**

*(Attachment required)*

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Upload Disclosure of Campaign Contributions and Donations

(Attachment required)

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.

W-9 - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Bid Attributes

1	<p><b>City of El Paso Mission, Vision and Values</b></p> <p><b>MISSION</b> Deliver exceptional services to support a high quality of life and place for our community</p> <p><b>VISION</b> Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government</p> <p><b>VALUES</b> Integrity Respect Excellence Accountability People</p>
2	<p><b>Organizational Profile</b></p> <p>The City of El Paso was incorporated in 1873, and spans over 255 square miles. Located at the confluence of two countries, the United States and Mexico; and three states, Texas, Chihuahua and New Mexico, the City of El Paso serves just under 700,000 residents. The City of El Paso is the 22nd largest city in the United States and the 6th largest city in Texas.</p> <p>As part of the largest binational metroplex in the Western Hemisphere, the City of El Paso serves as the epicenter to a global, cultural and economic population of 2.5 million people. Among the fastest growing metropolitan areas in the nation, the City engages in systemic processes, empowering effective planning and increasing efficiency in order to be ready to respond to emerging changes.</p> <p>The City of El Paso has faced three unprecedented events that have required action, resolve and resilience. El Paso Strong is the mantra that expresses the community’s shared focus to mobilize and take care of one another when facing: the humanitarian crisis created by the surge of asylum seekers crossing the border from Mexico into the US; the aftermath of the August 3, 2019, mass shooting tragedy; and the continuing response and recovery needs required during the ongoing COVID-19 pandemic. The City’s organizational culture embodies the relentless spirit of the El Paso Strong mantra through a proactive commitment to providing a supportive workforce environment, empowering the organization to take care of the community through continuous improvement of service delivery, supporting a high quality of life and place for the community.</p>
3	<p><b>Strategic Goal 6: Set the Standard for Sound Governance and Fiscal Management</b></p> <p>Strategic Plan Subsection 6.8: Support transparent and inclusive government</p>

#### 4 Expiration Notice

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this bid is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of proposals. All proposals shall expire on the 120th day after the proposals are open unless the City of El Paso requests an extension of the proposals in writing and the offeror agrees to extend in writing.

☐ I confirm that I have read, understand and agree  
(Required: Check if applicable)

#### 5 Solicitation Purpose

The City of El Paso is soliciting Proposals for Audit of Sales Tax Collections, primarily for the Internal Audit Department. The City shall order all of its services from one successful offeror from time to time as needed. Only personnel from Internal Audit Department are authorized to directly place orders against this Contract. Personnel from other City departments may only utilize this contract with express written authorization from Internal Audit Department and only if the additional usage is within reasonableness given the total awarded amount of the Contract.

#### 6 Public Disclosure of Proposal Information

Offerors are cautioned that once a proposal is opened, all information contained therein will be available to the public unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or offeror does not apply after the procurement process is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" at the top right corner using minimum of 14+ font size and the basis of your claim of confidentiality has to be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a proposal should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev.6/26/2023]

##### IMPORTANT NOTICE

Note: Any changes in due date or material changes for any solicitation will be posted on <https://elpasotexas.ionwave.net/CurrentSourcingEvents.aspx>

It is the offeror's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their proposal. For paper submissions, please refer to Ionwave system <https://elpasotexas.ionwave.net/Login.aspx> to ensure you have viewed and received all amendments prior to submitting your formal proposal.

Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoons prior to the Tuesday City Council and/or Mass Transit meetings wherein the recommendation shall be presented. Offerors are responsible for monitoring the City's website for postings and awards.

☐ I confirm that I have read, understand and agree  
(Required: Check if applicable)

#### 7 Title 2, Chapter 2.92, Section 2.92.080 Disclosure of Campaign Contributions and Donations

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.**

[Click here to view Ordinance No. 019581](#)

[Click here to download the Disclosure of Campaign Contributions and Donations form](#)

Complete and upload to "Response Attachments" tab

☐ I have read, downloaded and completed form  
(Required: Check if applicable)

#### 8 Wage Theft

The City of El Paso Code – Chapter 3.46

3.46.010 Definition

**1. Wage Theft Adjudication occurs when:**

- (1) Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or
- (2) Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or
- (3) A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or
- (4) The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or
- (5) Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or
- (6) Court of competent jurisdiction finds that an employer engaged in wage theft.

**2. Employee and employer** have the meanings by Texas Labor Code, Section 61.001.

**3. Wages** means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece, commission or other basis.

**4. Wage Enforcement Coordinator** shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.

**5. Wage Theft Complaint** means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

**Section 3.46.020 Wage Theft Coordinator**

**A. Appointment.** The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.

**B. Duties.** The Wage Theft Coordinator shall:

1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a "complaint basis" and populated with information provided by third parties. The Wage Theft Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.
2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.
3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.
4. Coordinate with the Purchasing Director to ensure that the notice of the City's Wage Theft ordinance is included in all the City's bid documents.
5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City's Wage Theft ordinance.

**Section 3.46.030 Wage Theft Adjudication Database**

**A. Inclusion in Database.** No employer shall be included in the database until the Wage Theft Coordinator has:

1. Confirmed that an employer has a Wage Theft Adjudication record;
2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.
3. Allowed the employer thirty (30) days from the date of the notice to protest the employer's inclusion in such database and provide the Wage Theft Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.

**B. Identity of Employer.** An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person's name, business address, type of business or occupation shall be included.

**C. Removal from Database.** An employer shall be removed from the database if:

1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or
2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or
3. Five (5) years or more has elapsed since the date of the employer's most recent Wage Theft Adjudication.

#### **Section 3.46.040 Wage Theft Complaints Procedure**

**A. Non- City Contracts.** If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.

#### **B. City Contracts.**

1. **Filing a Complaint.** A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.

2. **Notification and Resolution of the Complaint.** The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.

3. Texas Workforce Commissions.

(a) If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission ("Commission").

(b) The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

#### **Section 3.46.050 Retaliation Prohibited**

A. No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.

B. If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

#### **Section 3.46.060. Sanctions And Penalties- City Contracts**

##### **A. Existing City Agreement.**

1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.

2. Prior to terminating the contract the City will provide Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

##### **B. New City Agreement.**

1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or proposal for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of five (5) years after the date of final adjudication.

2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

## **9 Cooperative Purchasing**

This contract may be utilized for purchases by other local government entities under an interlocal cooperation agreement, Texas Government Code Chapter 791. Any contract award by the City of El Paso on behalf of another local government entity shall be contingent upon the issuance of a purchase order or execution of a separate contract by the other local government entity. The Contractor must deal directly with the local government entity concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms and conditions that the other local government entity may require. The actual utilization of this contract award by the other local government entity is at the sole discretion of that other local government entity.

The City of El Paso is acting on the behalf of other local government entities for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by any bidder with regard to any purchase by another local government entity. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

## **10 Cost Preparation**

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting a proposal or to contract for the services specified. This solicitation is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.



## Cone of Silence

### Cone of Silence/Anti Lobbying Policy

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
2. City Officials, including the Mayor, Council Representatives and their respective staff.
3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

#### **The Cone of Silence/Anti Lobbying Policy does not apply to:**

1. Questions of Process and Procedure, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.
2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.
3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

## Requests for Clarifications

In order to meet the City's schedule for awarding this requirement it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted in the online bidding system no later than the date indicated in the Schedule of Events for this solicitation. Questions submitted after this date may not elicit a response.

Offerors shall promptly notify the Purchasing & Strategic Sourcing Department of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the proposal process, offeror shall not contact any City staff except those designated in this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the bid involved.

## Contract Term and Contract Officer Information

### Initial Term

The successful Offeror(s) shall complete all work hereunder within the terms of the contract. The initial contract period shall be for three (3) years starting as indicated in Award Letter.

### Option Terms

The City of El Paso shall have the option to extend the term of the Contract for up to one (1) additional term of two (2) years. The City Manager or designee may extend the option to extend.

### Contracting Officer (CO) and Contracting Officer's Representative (COR)

Acceptance of services will be the responsibility of the Contracting Officer (CO), who also serves as City of Paso Purchasing Director, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered. Upon contract execution, the Contracting Officer will delegate a Contracting Officer's Representative (COR) and Department Contracts Administrator(s) (DCAs) to assist with the administration of the resultant Contract.

## Scope of Work and Minimum Requirements

### Background Information

The City of El Paso imposes a one percent (1%) local sales tax on all retail sales, leases and rentals of most goods, as well as taxable services. Each month, the Texas Comptroller of Public Accounts allocates sales tax receipts entitled to the City of El Paso and sends a payment to the City for its share of local sales tax collected.

### Solicitation Purpose

The City of El Paso, Texas, hereinafter referred to as "the City", is soliciting proposals for Audit of City Sales Tax Collections. It is the City's desire to contract with a firm to perform an audit of State and City records to determine if: (i) All businesses operating within the City of El Paso are subject to City sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts, (ii) All internet sales that are subject to local City of El Paso sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts, (iii) The City of El Paso is being correctly allocated all City sales and use tax due each month from the Texas State Comptroller of Public Accounts, and (iv) Coordinate with the Office of the Texas Comptroller of Public Accounts to correct appropriate records in order to ensure that collection of any unrealized sales tax revenue to the City. The Offeror submitting the successful proposal must clearly demonstrate its ability to not only perform the audit and examine the records but also to be able to ensure correction of records, ensure collection of unrealized sales tax revenue, and provide recommendations for improvements.

### Scope of Work

The City of El Paso is soliciting proposals from qualified firms to perform an audit of city sales tax collections. Proposals from qualified sales tax audit firms must describe in detail the methodology, strategies, and timelines to be included in the audit plan for examining records in order to determine unrealized sales tax revenue is due to the City of El Paso.

#### A. Analysis & Compliance Review Services

- Determine if all businesses operating within the City of El Paso that are subject to city sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts.
- Determine if all internet sales that are subject to local City of El Paso sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts.
- Determine if the City of El Paso is being correctly allocated and paid all city sales and use tax due from the Texas State Comptroller of Public Accounts, and identify, document, and correct any business entity operating within the City limits of El Paso from which the City is not being allocated its share of city sales and use tax receipts by the Texas Comptroller.
- Identify, document, and correct misclassification of revenue subject to sales tax reported by any business entity operating within the City limits of El Paso resulting in the City not being allocated its share of city sales and use tax receipts by the Texas Comptroller.

- Identify, document, and correct any city sales and use tax reporting omissions and or errors.
- On behalf of the City, coordinate with the Office of the Texas Comptroller of Public Accounts to correct appropriate records in order to ensure collection of any unrealized sales tax revenue due to the City.

## **B. Comprehensive Reporting**

- Review and recommendation reporting
- Audit finding reporting by firm
- Annual trends and revenue analysis reporting
- Reporting of other relevant information with regard to ordinance compliance and related matters.
- Provide written reports on a monthly basis on the findings and results of the ongoing examination.

## **C. Reports to be issued**

- **Following the completion of the agreed upon procedures, the agency will issue a report addressed to the City Office of the Chief Internal Auditor as required by the agency's professional standards. All records are subject to public record.**

## **D. Working Paper Access**

- A copy of any or all working papers will be provided to the City of El Paso, Texas – Office of the Chief Internal Auditor upon request. Any requests from outside parties will be routed through the City of El Paso-Office of the Chief Internal Auditor and working papers may not be disclosed unless approved by the City of El Paso- Office of the Chief Internal Auditor. In addition, the agency shall be in compliance with current auditing standards, respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. Depending on circumstance, a copy of any or all working papers may also be routed through the City Attorney's Office.
- In addition to the previous information described, the selected agency shall consider the following, based on their assessment, to further satisfy the requirements of the Services Overview and needs of the Office of the Chief Internal Auditor. In general, the selected agency shall submit to the City a brief description of the agency, how it is organized, and how its resources will be utilized on behalf of the City. Additionally, the overview should include how the agency will approach the aforementioned services that the agency may provide as the agency of the City.

## **Minimum Requirements**

- Relevant experience of the agency, especially when working with government and city sales tax, which demonstrates experience, responsiveness, a high level of customer service, documented results in tax compliance review and recovery services and the individuals assigned to the engagement;
- Provide verifiable examples by listing a maximum of five (5) projects for which sales tax compliance review and recovery services were provided or are being provided that are most relevant to this project and include as references the names and telephone numbers of client officials responsible for the projects listed;
- Provide an actual recovery amount for each client site to include the year(s) services were performed;
- Identification of the individual in charge of day-to-day management and the percentage of time committed for each individual on the engagement;
- The agency's overall audit approach to the engagement, including the use of any outside entities upon whose work will be relied upon to complete the engagement;
- The percentage, if any, of the use of any outside entities upon whose work will be relied upon to complete the engagement;
- The availability of sources of information to assist the City in determining specific accounting and reporting issues that may arise during the engagement;
- The level and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence; and
- Disclosure of any issues that could present a real or perceived conflict of interest, as well as any pending investigation of the agency or enforcement or disciplinary actions taken within the past three years by any regulatory bodies.

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## Exceptions to Scope of Work

(Optional: Maximum 1000 characters allowed)

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## Payment Terms and Conditions

**NOTE:** All vendors must accept an ACH payment effective immediately. If awarded a contract or order, an approved account is needed to complete contract execution and process future payments. A secure link to our PaymentWorks system will be provided to the point of contract in the bid submission.

### Advance Payments

All contract payments shall be made in accordance with the Contract's invoice payment terms. The City of El Paso will make no advance payments for the goods and/or services that are subject of this bid unless otherwise noted in the Form of Contract. Invoices may be submitted on no more than a monthly basis. Invoices submitted for services rendered shall be forwarded to the address indicated on the "Bill to Information" located on the "Event Details" tab .

### Prompt Payment

Payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Payments will be considered to have been made on the date electronic funds are transferred.

### Federal Excise Tax

the City is entitled to a deduction for federal excise tax if it is included on the manufacturer's published price list for applicable items, and contractor must invoice accordingly. A federal tax exemption certification will be provided by the City, upon request.

**Late Payment fees will incur at the State of Texas statutory rate.**

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## Evaluation Information

The City will award the contract to the offeror that submits a proposal which represents the "best value" to the City. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein. The City considers 70 as a passing score. Scores below a 70 will not be considered for award.

The award shall be based upon the evaluation criteria and process delineated herein.

- a. Evaluation Committee: All properly submitted proposals will be reviewed by an Evaluation Committee.
- b. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which proposal offers the "best value" to the City.
- c. Offeror must fill out the appropriate forms delineated within the solicitation.

Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included in the Evaluation Factors Attribute.

## Evaluation and Award Process

1. An Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors included in this solicitation . Factors not specified in the solicitation will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Proposals will be evaluated on an individual basis against the requirements stated in the solicitation.
2. All proposals are subject to the terms and conditions of this solicitation. Material exceptions to scope of work or specification or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
3. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this solicitation will result in disqualification? of an offeror's proposal.
4. Award of a contract for professional services will be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Detailed evaluation of the responses to this solicitation will involve a determination of the most favorable combination of various elements contained in this solicitation.
5. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
6. All responses meeting the minimum specifications of the scope of work will be ranked based on the evaluation criteria listed. After initial evaluations, the Evaluation Committee will determine a ranking.
7. At the completion of the evaluation period, the City will enter into negotiations with the highest ranked offeror. As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) of the highest ranked Offeror's professional services. Prices that appear to be unreasonably low may be determined to be evidence that pricing is not fair and reasonable and cause the proposal to be rejected and/or if the City cannot come to an agreement with that offeror it will formally end negotiations with that offeror and begin negotiations with the next highest ranked offeror.
8. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with the highest ranked offeror.
9. Proposals to this solicitation that are considered non-responsive will not receive consideration and will not be evaluated. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any offeror at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
10. The successful Offeror's proposal to this solicitation will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.
11. The City reserves the right to award this contract to one Offeror or to make multiple awards. The City may reject any or all proposals if such action is in the City's interest, award, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

## Evaluation Factors

The evaluation process is designed to award the contract to the most qualified offeror based upon the evaluation factors specifically established for this solicitation. **Offerors must provide all information outlined in the Evaluation Factors to be considered responsive.** Proposal will be evaluated based on the responsiveness of the offeror's information to the Evaluation Factors which will demonstrate the offerors understanding of the Evaluation Factors and capacity to perform the required services of this solicitation. Proposals considered non-responsive will not be evaluated.

EVALUATION FACTORS	MAXIMUM POINTS
A. General Overview of Agency and Services	30 Points
B. Experience – Comparable Contracts	25 Points
C. References	10 Points

D. Capacity and Capability of Agency's Resources	25 Points
E. Number of Hours Dedicated to Engagement	10 Points
Total	100 Points

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso ("the City"). The City reserves the right to determine the suitability of offers on the basis of all the factors included in this solicitation.

**Factor A – General Overview of Agency and Services .....30 Points**

Offeror must specify in detail the terms the agency's understanding of the services to be provided and the approach as presented in this RFQ.

**Factor B – Experience – Comparable Contracts .....25 Points**

Offeror to provide five (5) contracts comparable in scope within the past five (5) years and to have performed at least for one year within the referenced contracts prior to bid opening. Contract will be considered comparable in scope if they include the following elements: Audit of City Sales Tax Collections and must clearly demonstrate its ability to not only perform the audit and examine the records but also to be able to ensure correction of records, ensure collection of unrealized sales tax revenue, and provide recommendations for improvements.

Offeror is required to use the Experience – Comparable Contract Form for this factor. See Attachment Downloads Tab. Contracts not comparable in scope will not be evaluated.

Note: The maximum points for each contract will be determined by dividing the points allocated to this factor by 5 (i.e. 25 total points ÷ 5 = 5 points per contract).

**Factor C – References .....10 Points**

Offeror shall provide references for five (5) contracts listed for Factor B.

A contract deemed non-comparable under Factor B shall not be considered as a viable reference under Factor C and shall not be scored.

Note: The maximum points for each reference will be determined by dividing the points allocated to this factor by 5 (i.e. 10 total points ÷ 5 = 2 points per reference).

**Comparable Contracts and Reference Check Notice**

The offeror is responsible for ensuring the accuracy of the comparable contracts and the contact information for the references provided. The City shall not contact the offeror for replacement contracts, references and/or contact information if said e-mail addresses or telephones

numbers are not valid or connected.

In addition to the above, the offeror is encouraged to inform said references that they shall initially be contacted via e-mail at the e-mail address provided herein. If a response to the e-mail is not provided within the designated time frame, the City will attempt to contact the reference by telephone at the number provided. If the reference does not respond after two attempts via telephone the offeror shall receive zero points for said reference.

**Factor D – Capacity and Capability of Agency’s Resources.....25 Points**

The offeror must specify in detail the capacity and capability to perform auditing services and deliverables utilizing its qualified resources. These resources should include core staff assigned to engagement. Resumes should reflect demonstrated references and history of performance for position assigned to the City of El Paso.

**Factor E – Number of Hours Dedicated to Engagement.....10 Points**

The offeror shall specify the agency’s organization and how the organization anticipates to identify in detail the best methodology to meet the specifications and to include the hours dedicated to perform auditing services as noted within this RFQ.

- 200 - 300 hours (15 Points)
- 199 – 100 hours (10 Points)
- Less than 100 hours (0 points)

**MAXIMUM TOTAL POSSIBLE POINTS.....100 Points**

## Responsibility Determination

**Offeror will be deemed non-responsible if financial information is not submitted with the proposal.** The financial information referenced in section A is **required** at the time of submission.

The responsibility determination includes consideration of a Offeror's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any offer.

### A. Financial Capacity Determination –

#### Financial Information

**Financial Statements.** Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:  
If a **publicly** held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) Any Form 8K's filed subsequent to last Form 10K or
- (3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

If a **privately** held organization:

- (1) Balance sheet for your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant or
- (3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

#### Evidence of Financial Responsibility

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the offeror's ability to comply with all of the requirements in the solicitation.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the City may require offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

### B. Technical Capacity Determination

The City may conduct a survey relating to the offeror's record of performance on past and present projects that are similar to the scope of work identified in this solicitation, which may include services/projects not identified by the offeror. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any offer. Such research may include, but not necessarily be limited to, discussions with outside offeror's, interviews and site visits with the offeror's existing clients and analysis of industry reports. The City will make a finding of the offeror's Technical Resources/Ability to perform the offeror's scope of work based upon the results of the survey.

An offeror will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the offeror is capable of undertaking and completing the scope of work in a satisfactory manner.

☐ I have uploaded my financial documents

(Required: Check if applicable)



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## Disclosures

Offeror to disclose and describe any prior or pending litigation, acquisitions/mergers, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years for those applicable items.

☐ I have uploaded my disclosures

(Required: Check if applicable)

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## Contract Clauses

Contract Clauses (Terms & Conditions)

### 1. TERM OF CONTRACT

Under which the City shall order all of its supplies and/or services described in specifications from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months or until a new contract is awarded.

The term of this agreement shall be for thirty-six (36) months commencing on the date the Contractor receives a written Notice of Award. Delivery of the Notice of Award shall be by email.

### 2. INVOICES & PAYMENTS

A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.

B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.

C. Invoices will reflect the Contract Number and the Purchase Order Number.

D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.

E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.

F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.

G. Payment will not be due until the above instruments are submitted after delivery and acceptance.

H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.

I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

### 3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

### 4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04] [Rev. 10-19-18]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. 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. Contractor will pay all judgments finally establishing liability of the City in actions defended by 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 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.

## 5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

## 6. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

## 7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

## 8. TERMINATION [Rev. 06/07/97] [1/10/2020]

### A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

### B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

### C. Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

## 9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

## 10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Director describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

#### 11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

#### 12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### 13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

#### 14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

#### 15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

#### 16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

#### 17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

[section continued]

## Contract Clauses

### 18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

### 19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

### 20. INSURANCE REQUIREMENTS [6/29/2019]

#### Commercial General Liability:

Written on an occurrence form. (There may be situations where a "claims-made" form may be our only option but it is best we require an occurrence form including all the usual coverage known as:

Premises/operations liability

Products/completed operations

Personal/advertising injury

Contractual liability

Broad-form property damage

Independent contractor liability

Explosion, Collapse and Underground (XCU)

Cyber Liability/Data/Breach/Ransom

#### Minimum Limits of Liability

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage per occurrence

Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual Liability-Railroads

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence

Required when a contractor is going to work on or within 50 feet of any "railroad property" Commercial Automobile Liability;

\$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence

#### Workers' Compensation Statutory Coverage

\$ 500,000 Employers Liability

#### Professional (Errors & Omissions) Liability (if required)

\$1,000,000 per occurrence

#### Umbrella or Excess Liability Insurance (if required)

\$5,000,000 per occurrence

The City, its officials, employees, agents and contractors shall be named as additional insureds and contain a "blanket waiver of subrogation" clause in favor of the City.

The contractor/vendor and their subcontractors' insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance.

Prior to undertaking any work under this contract, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance with an actual copy of policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City.

Notices and Certificates required by this clause shall be provided to:

City of El Paso  
Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1th Floor  
El Paso, Texas 79901-1153

Please refer to Bid Number/Contract Number and Title in all correspondence and insurance certificates.

Failure to submit insurance certification may result in contract cancellation.

## 21. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Miguel Montiel, CIA, CGAP  
Audit Manager  
Telephone: (915) 212-1267  
Email: MontielMA@elpasotexas.gov

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso  
Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1th Floor  
El Paso, TX 79901-1153  
Attn: Paula Salas, Lead Procurement and Contract Analyst

Please refer to Bid Number/Contract Number and Title in all correspondence.

## 22. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

## 23. CONTRACTING INFORMATION [1/10/2020]

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

## 24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

#### 25. CONTRACTOR TO PACKAGE GOODS

The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order; (c) Container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

#### 26. SHIPMENT UNDER RESERVATION PROHIBITED

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

#### 27. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

#### 28. TITLE & RISK OF LOSS

The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

#### 29. RIGHT OF INSPECTION

The City will have the right to inspect the goods at delivery before accepting them.

#### 30. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

#### 31. PLACE OF DELIVERY

The place of delivery will be that set forth in the solicitation. The terms of this contract are "no arrival, no sale."

#### 32. WARRANTY-PRODUCT

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

#### 33. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

#### 34. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the

like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void except that the City will pay the Contractor the reasonable cost of his search as to infringements).

#### 35. TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL [Rev. 4-30-18] [Rev. 10-14-18]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For purposes of this Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

#### 36. DISCRIMINATION AGAINST FIREARM & AMMUNITION INDUSTRIES [Rev 2021-09-23]

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

#### 37. BOYCOTTING OF ENERGY COMPANIES [Rev 2021-09-23]

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

[end of section]

## 2 4 Instructions to Offerors Submitting Paper Proposals

To download solicitation, click the "Documents" icon located next to "Response History" icon.

### 1. SIGNATURE OF PROPOSAL BY PERSON AUTHORIZED TO SIGN

All proposals shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the proposal or to include a substitute signed document binding the offeror will be the basis for declaring a proposal non-responsive.

### 2. REQUIRED NUMBER OF COPIES

Proposals must be submitted in original form with one additional copy.

### 3. PROPOSAL SUBMISSION INSTRUCTIONS

Proposal must be sealed when presented to the Purchasing & Strategic Sourcing Department. See event details for submission deadlines. Proposals will be publicly opened and read aloud (Offeror's Name, City and State). The City does not provide envelopes or any other office supply for the purpose of submitting Proposals

### 4. ADDRESSING INSTRUCTIONS

The envelope containing the proposal must be addressed as follows:

City of El Paso

Purchasing & Strategic Sourcing Department

300 N. Campbell, 1st Floor

El Paso, Texas 79901-1153

Attn: Purchasing Director

Also, write the **Solicitation Number, Solicitation Title, and Due Date** clearly on a visible section of the envelope.

5. LABELING OF PROPOSALS [Rev 6/15/05]

**The Due Date and Solicitation Number and Name must be written on the outside of the package containing the proposal.** The City Purchasing & Strategic Sourcing Department may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their sealed proposal and to fully avail themselves of the evaluation and selection process.

6. OFFEROR DELIVERY RESPONSIBILITY

Proposals received at the Purchasing & Strategic Sourcing Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages must be addressed to the Purchasing Director directly to the Purchasing & Strategic Sourcing Department.

U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City 2 and may or may not be delivered by the Mail Room to the Purchasing & Strategic Sourcing Department by the time and place proposals are opened. The offeror accepts all responsibility for delivering its proposal to the address stated above within the specified time or the proposal will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

7. ADDITIONAL INFORMATION

Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each proposal. Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as part of the proposal become the property of the City of El Paso.

Offerors are asked not to include loose brochures (e.g. general marketing material). **BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW.** Only pertinent information should be submitted.

8. ALTERNATE PROPOSALS

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

9. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

All amendments must be acknowledged on the Amendment Acknowledgement Form. Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that their response to a solicitation is incorporating all amendments into said proposal. Amendments may be posted at any time up to and including the due date.

10. PROPOSAL FORMAT AND STRUCTURE

All proposals must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.



1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages but may be required in some instances.
2. All pages must be numbered.
3. Address all evaluation factors described within this solicitation.
4. Major sections must have page breaks between them.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.
6. Introduction Page – include the following information:
  - a. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within the solicitation.
  - b. Clearly label with the solicitation number, title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
  - c. Identify by name and title the individual responsible for the administration of the project. That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.
7. The City will not be responsible for locating or securing information not included with proposal. In conducting its assessment, the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.
8. Response to all factors must demonstrate the offeror's comprehension of the objectives and services being procured. Do not merely duplicate the Scope of Work as presented within this Solicitation

2  
5

## Notice to Offerors

### 1. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal is determined to be the most favorable to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

### 2. TIME

[Reserved]

### 3. TIME AND PLACE OF OPENING

Proposals will be opened and read in City Hall, at 2:30 P.M.(MST) on opening day. However, you are cautioned that proposals must be received in the Purchasing & Strategic Sourcing Department no later than 2:00 PM (MST).

### 4. RECIPROCAL PREFERENCE

#### Domestic Preferences

The City reserves the right to grant a preference to cooperative agreement programs, City contracts and Purchase Orders that are funded through federal awards and grants:

(a) As appropriate and to the extent consistent with law, the City may, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products).

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **State Reciprocal Preference**

The City reserves the right to grant an offeror with its principal place of business in the State of Texas (Resident Offeror) a preference on a contract against the proposal of any offeror from another state which enforce or has a preference for its resident offeror. The amount of the preference to the resident offeror shall be equal to the preference in the other state. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

### **Municipality Reciprocal Preference**

The City reserves the right to grant a offeror with its principal place of business within the City limits of El Paso, Texas (Local Offeror) a preference on a contract against the proposal of any offeror from another City within the State of Texas which enforce or has a preference for its local offerors. The amount of the preference to the local offeror shall be equal to the preference in the other City. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

## **5. EVALUATION RESULTS**

Any questions concerning evaluation results should be directed to the Purchasing & Strategic Sourcing Representative.

## **6. REQUEST FOR QUALIFICATIONS TABULATIONS**

The Request for Qualification tabulation will be available at <https://elpasotexaspurchasingtest.ionwave.net/CurrentSourcingEvents.aspx>.

No results will be given over the phone.

## **7. DEBRIEFING REQUESTS**

A written request for a debriefing should be directed to the Purchasing & Strategic Sourcing Representative identified in this solicitation within five (5) days after the date of award. Debriefing requests will be scheduled with the designated City staff and Purchasing & Strategic Sourcing Representative.

## **8. PROTEST/DISPUTE PROCEDURE**

Only an offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights.

Protest must be made after the City Council agenda has been posted and by 5:00 p.m. the day before the City Council meeting in which the award will be made. The offeror must write a letter to the Purchasing Director using the phrase "Bid Protest" to City Hall – 300 N. Campbell, El Paso, TX 79901 – attention to the Purchasing & Strategic Sourcing Department. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2)

of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

## 26 Title VI requirement

### Title VI Contract Provisions

Subrecipients of federal financial assistance must ensure that the clauses of Appendix A of the U.S. DOT Standard Title VI Assurances are inserted in every contract subject to the Act and the Regulations and that Form FHWA-1273 be physically attached to all federal-aid construction contracts of \$10,000 or more.

#### NOTE TO CONTRACTORS:

FORM 1273 and Appendix A (attached) must be inserted in all subcontractor contracts.

The successful bidder will be required to provide a copy of each of its subcontractors (all tiers) to verify that the above mentioned provisions are included

## 27 Appendix A

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 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: The Contractor, 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. The contractor 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 the contractor 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 the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor 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 the City of El Paso to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of El Paso, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of El Paso shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and / or
- b. Cancellation, termination or suspension of the contract in whole or in part.

(6) Incorporation of Provisions: The contractor 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. The contractor shall take such action with respect to any subcontract or procurement as the City of El Paso may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of El Paso to enter into such litigation to protect the interests of the City of El Paso, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 28 Form FHWA-1273

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination

- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels: ATTACHMENTS
- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

## I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

## II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the

provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR

230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The

contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

##### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.



c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

[section continued]

## 2 Form FHWA-1273

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### 2. Withholding (29 CFR 5.5)

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the

U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, 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 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency 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 moneys 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 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors 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. 29 CFR 5.5.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish

(a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or

authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph

(1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

[section continued]

### 3 Form FHWA-1273

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#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## 3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this

clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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#### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.



1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. 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 31

U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

## ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract,

provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

[end of section]

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## **Amendment A001**

### **DESCRIPTION OF AMENDMENT**

- A. Responses to Bidders questions are on the following page(s).

Except as provided herein, all terms and conditions of the documents, as heretofore changed, remain unchanged and in full force and effect.

☐ I confirm that I have read, understand and agree

(Required: Check if applicable)

**Supplier Information**

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

**Supplier Notes**

By submitting your response, you certify that you are authorized to represent and bind your company.

*Print Name*

*Signature*

**EXHIBIT B**

**AVENU INSIGHTS & ANALYTICS, LLC**

**PROPOSAL**



## 2024-0654R Addendum 1

### Avenu Insights & Analytics, LLC

### Supplier Response

#### Event Information

Number: 2024-0654R Addendum 1  
Title: Audit of Sales Tax Collections  
Type: Request for Qualifications  
Issue Date: 8/20/2024  
Deadline: 9/18/2024 02:00 PM (MT)  
Notes:

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment.

Event	Date and/or Time
Release	08/20/2024
Non-Mandatory Pre-Proposal Conference (Recommended to attend)	<p><b>On Wednesday August 28, 2024 @ 11:00 A.M.(MST)</b></p> <p><b>Location: Microsoft Teams Conference Call</b></p> <p><a href="#">Click here to join the meeting</a></p> <p><b>Meeting ID: 241 946 216 548</b></p> <p><b>Passcode: 3zuAWq</b></p> <p><a href="#">Download Teams</a>   <a href="#">Join on the web</a></p> <p><b>Or call In (audio only)</b></p> <p><b>Call Number: (915) 213-4096</b></p>

	Conference ID: 586 188 046#
Question Deadline	09/04/2024
Answers Provided	09/11/2024
Bid Due Date	09/18/2024 @ 2:00 P.M.
Bid Opening and Reading	09/18/2024 @ 2:30 P.M. The City of El Paso, Texas will be broadcasting Bid Openings Live at <a href="https://www.elpasotexas.gov/purchasing/">https://www.elpasotexas.gov/purchasing/</a>
Evaluation	October 2024
Contract Award Date (approx.)	December 2024

**Mail To or Hand Deliver To:**

City of El Paso Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1st Floor El Paso, TX 79901-1153

## Contact Information

Contact: Paula Salas  
Address: Purchasing & Strategic Sourcing  
City 1  
300 N. Campbell St.  
El Paso, TX 79901  
Phone: 1 (915) 262-9901  
Email: SalasPX@elpasotexas.gov

## Avenu Insights & Analytics, LLC Information

Address: 5860 Trinity Parkway, Suite 120  
Centreville, VA 20120  
Phone: (909) 496-8573

By submitting your response, you certify that you are authorized to represent and bind your company.

Daniel Wurz  
*Signature*

[proposals@avenuinsights.com](mailto:proposals@avenuinsights.com)  
*Email*

Submitted at 9/18/2024 11:55:36 AM (MT)

## Supplier Note

We truly appreciate our partnership with the City, and thank you for the consideration.

## Requested Attachments

### Upload Factor A - General Overview of Agency and Services

Avenu\_01\_Overview of Agency  
and Services\_FINAL.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

### Upload Factor B - Experience – Comparable Contract - Form #1

Avenu\_02\_Factor B - Experience -  
Comparable Contract Form #1.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

### Upload Factor B - Experience – Comparable Contract - Form #2

Avenu\_03\_Factor B - Experience -  
Comparable Contract Form #2.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

### Upload Factor B - Experience – Comparable Contract - Form #3

Avenu\_04\_Factor B - Experience -  
Comparable Contract Form #3.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

### Upload Factor B - Experience – Comparable Contract - Form #4

Avenu\_05\_Factor B - Experience -  
Comparable Contract Form #4.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

### Upload Factor B - Experience – Comparable Contract - Form #5

Avenu\_06\_Factor B - Experience -  
Comparable Contract Form #5.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

### Upload Factor D - Capacity and Capability of Agency's Resources

Avenu\_07\_Capacity and  
Capability of Resources.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

### Upload Factor E - Number of Hours Dedicated to Engagement

Avenu\_08\_Factor E-Number of  
Hours.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

**CIQ Form - Upload Completed Document**

Avenu\_09\_CIQ Form\_SIGNED.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

**Certification Regarding Boycotting of Energy Company - Upload Completed Document**

Avenu\_10\_Boycotting of Energy Company\_SIGNED.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

**Certification Regarding Discrimination Against Firearm & Ammunition Industries - Upload Completed Document**

Avenu\_11\_Certification Discrimination Against Firearm &amp; Ammunition Industries.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

**Certification Regarding Terrorist Organizations & Boycotting of Israel - Upload Completed Document**

Avenu\_12\_Certification Terrorist Organizations-Boycotting of Israel.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

**Completed Form 1295 - Upload Completed Document**

Avenu\_13\_Form 1295\_SIGNED.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

**Disclosures - Upload Completed Document**

Avenu\_14\_DISCLOSURES.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

**Financial Responsibility Document - Upload Completed Document**

Avenu\_15\_Financial Responsibility.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

**Indebtedness Affidavit - Upload Completed Document**

Avenu\_16\_indebtedness affidavit.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

**Non-Collusion and Business Disclosure Affidavit - Upload Completed Document**

Avenu\_17\_Non-Collusion\_Business Disclosure.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

**Upload Disclosure of Campaign Contributions and Donations**

Avenu\_18\_Contribution-Donations-Disclosure-Form.pdf

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.

**W-9 - Upload Completed Document**

Avenu\_19\_W-9-2024.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.



## Bid Attributes

### 1 City of El Paso Mission, Vision and Values

#### MISSION

Deliver exceptional services to support a high quality of life and place for our community

#### VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

#### VALUES

Integrity

Respect

Excellence

Accountability

People

### 2 Organizational Profile

The City of El Paso was incorporated in 1873, and spans over 255 square miles. Located at the confluence of two countries, the United States and Mexico; and three states, Texas, Chihuahua and New Mexico, the City of El Paso serves just under 700,000 residents. The City of El Paso is the 22nd largest city in the United States and the 6th largest city in Texas.

As part of the largest binational metroplex in the Western Hemisphere, the City of El Paso serves as the epicenter to a global, cultural and economic population of 2.5 million people. Among the fastest growing metropolitan areas in the nation, the City engages in systemic processes, empowering effective planning and increasing efficiency in order to be ready to respond to emerging changes.

The City of El Paso has faced three unprecedented events that have required action, resolve and resilience. El Paso Strong is the mantra that expresses the community's shared focus to mobilize and take care of one another when facing: the humanitarian crisis created by the surge of asylum seekers crossing the border from Mexico into the US; the aftermath of the August 3, 2019, mass shooting tragedy; and the continuing response and recovery needs required during the ongoing COVID-19 pandemic. The City's organizational culture embodies the relentless spirit of the El Paso Strong mantra through a proactive commitment to providing a supportive workforce environment, empowering the organization to take care of the community through continuous improvement of service delivery, supporting a high quality of life and place for the community.

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

Strategic Plan Subsection 6.8: Support transparent and inclusive government

### 4 Expiration Notice

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this bid is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of proposals. All proposals shall expire on the 120th day after the proposals are open unless the City of El Paso requests an extension of the proposals in writing and the offeror agrees to extend in writing.

☒ I confirm that I have read, understand and agree

### 5 Solicitation Purpose

The City of El Paso is soliciting Proposals for Audit of Sales Tax Collections, primarily for the Internal Audit Department. The City shall order all of its services from one successful offeror from time to time as needed. Only personnel from Internal Audit Department are authorized to directly place orders against this Contract. Personnel from other City departments may only utilize this contract with express written authorization from Internal Audit Department and only if the additional usage is within reasonableness given the total awarded amount of the Contract.

## 6 Public Disclosure of Proposal Information

Offerors are cautioned that once a proposal is opened, all information contained therein will be available to the public unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or offeror does not apply after the procurement process is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" at the top right corner using minimum of 14+ font size and the basis of your claim of confidentiality has to be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a proposal should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 6/26/2023]

### IMPORTANT NOTICE

Note: Any changes in due date or material changes for any solicitation will be posted on <https://elpasotexas.ionwave.net/CurrentSourcingEvents.aspx>

It is the offeror's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their proposal. For paper submissions, please refer to Ionwave system <https://elpasotexas.ionwave.net/Login.aspx> to ensure you have viewed and received all amendments prior to submitting your formal proposal.

Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoons prior to the Tuesday City Council and/or Mass Transit meetings wherein the recommendation shall be presented. Offerors are responsible for monitoring the City's website for postings and awards.

☒ I confirm that I have read, understand and agree

## 7 Title 2, Chapter 2.92, Section 2.92.080 Disclosure of Campaign Contributions and Donations

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.**

[Click here to view Ordinance No. 019581](#)

[Click here to download the Disclosure of Campaign Contributions and Donations form](#)

Complete and upload to "Response Attachments" tab

☒ I have read, downloaded and completed form

## 8 Wage Theft

**The City of El Paso Code – Chapter 3.46**

### 3.46.010 Definition

#### 1. Wage Theft Adjudication occurs when:

- (1) Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or
  - (2) Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or
  - (3) A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or
  - (4) The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or
  - (5) Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or
  - (6) Court of competent jurisdiction finds that an employer engaged in wage theft.
- 2. Employee and employer** have the meanings by Texas Labor Code, Section 61.001.
- 3. Wages** means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece,

commission or other basis.

**4. Wage Enforcement Coordinator** shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.

**5. Wage Theft Complaint** means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

#### **Section 3.46.020 Wage Theft Coordinator**

**A. Appointment.** The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.

**B. Duties.** The Wage Theft Coordinator shall:

1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a "complaint basis" and populated with information provided by third parties. The Wage Theft Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.
2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.
3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.
4. Coordinate with the Purchasing Director to ensure that the notice of the City's Wage Theft ordinance is included in all the City's bid documents.
5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City's Wage Theft ordinance.

#### **Section 3.46.030 Wage Theft Adjudication Database**

**A. Inclusion in Database.** No employer shall be included in the database until the Wage Theft Coordinator has:

1. Confirmed that an employer has a Wage Theft Adjudication record;
2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.
3. Allowed the employer thirty (30) days from the date of the notice to protest the employer's inclusion in such database and provide the Wage Theft Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.

**B. Identity of Employer.** An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person's name, business address, type of business or occupation shall be included.

**C. Removal from Database.** An employer shall be removed from the database if:

1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or
2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or
3. Five (5) years or more has elapsed since the date of the employer's most recent Wage Theft Adjudication.

#### **Section 3.46.040 Wage Theft Complaints Procedure**

**A. Non- City Contracts.** If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.

**B. City Contracts.**

1. **Filing a Complaint.** A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.

**2. Notification and Resolution of the Complaint.** The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.

3. Texas Workforce Commissions.

(a) If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission ("Commission").

(b) The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

### **Section 3.46.050 Retaliation Prohibited**

A. No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.

B. If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

### **Section 3.46.060. Sanctions And Penalties- City Contracts**

#### **A. Existing City Agreement.**

1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.

2. Prior to terminating the contract the City will provide Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

#### **B. New City Agreement.**

1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or proposal for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of five (5) years after the date of final adjudication.

2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

## **9 Cooperative Purchasing**

This contract may be utilized for purchases by other local government entities under an interlocal cooperation agreement, Texas Government Code Chapter 791. Any contract award by the City of El Paso on behalf of another local government entity shall be contingent upon the issuance of a purchase order or execution of a separate contract by the other local government entity. The Contractor must deal directly with the local government entity concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms and conditions that the other local government entity may require. The actual utilization of this contract award by the other local government entity is at the sole discretion of that other local government entity.

The City of El Paso is acting on the behalf of other local government entities for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by any bidder with regard to any purchase by another local government entity. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

## **10 Cost Preparation**

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting a proposal or to contract for the services specified. This solicitation is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

## Cone of Silence

### Cone of Silence/Anti Lobbying Policy

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
2. City Officials, including the Mayor, Council Representatives and their respective staff.
3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

#### **The Cone of Silence/Anti Lobbying Policy does not apply to:**

1. Questions of Process and Procedure, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.
2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.
3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

## Requests for Clarifications

In order to meet the City's schedule for awarding this requirement it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted in the online bidding system no later than the date indicated in the Schedule of Events for this solicitation. Questions submitted after this date may not elicit a response.

Offerors shall promptly notify the Purchasing & Strategic Sourcing Department of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the proposal process, offeror shall not contact any City staff except those designated in this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the bid involved.

**Contract Term and Contract Officer Information****Initial Term**

The successful Offeror(s) shall complete all work hereunder within the terms of the contract. The initial contract period shall be for three (3) years starting as indicated in Award Letter.

**Option Terms**

The City of El Paso shall have the option to extend the term of the Contract for up to one (1) additional term of two (2) years. The City Manager or designee may extend the option to extend.

**Contracting Officer (CO) and Contracting Officer's Representative (COR)**

Acceptance of services will be the responsibility of the Contracting Officer (CO), who also serves as City of Paso Purchasing Director, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered. Upon contract execution, the Contracting Officer will delegate a Contracting Officer's Representative (COR) and Department Contracts Administrator(s) (DCAs) to assist with the administration of the resultant Contract.

**Scope of Work and Minimum Requirements****Background Information**

The City of El Paso imposes a one percent (1%) local sales tax on all retail sales, leases and rentals of most goods, as well as taxable services. Each month, the Texas Comptroller of Public Accounts allocates sales tax receipts entitled to the City of El Paso and sends a payment to the City for its share of local sales tax collected.

**Solicitation Purpose**

The City of El Paso, Texas, hereinafter referred to as "the City", is soliciting proposals for Audit of City Sales Tax Collections. It is the City's desire to contract with a firm to perform an audit of State and City records to determine if: (i) All businesses operating within the City of El Paso are subject to City sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts. (ii) All internet sales that are subject to local City of El Paso sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts, (iii) The City of El Paso is being correctly allocated all City sales and use tax due each month from the Texas State Comptroller of Public Accounts, and (iv) Coordinate with the Office of the Texas Comptroller of Public Accounts to correct appropriate records in order to ensure that collection of any unrealized sales tax revenue to the City. The Offeror submitting the successful proposal must clearly demonstrate its ability to not only perform the audit and examine the records but also to be able to ensure correction of records, ensure collection of unrealized sales tax revenue, and provide recommendations for improvements.

**Scope of Work**

The City of El Paso is soliciting proposals from qualified firms to perform an audit of city sales tax collections. Proposals from qualified sales tax audit firms must describe in detail the methodology, strategies, and timelines to be included in the audit plan for examining records in order to determine unrealized sales tax revenue is due to the City of El Paso.

**A. Analysis & Compliance Review Services**

- Determine if all businesses operating within the City of El Paso that are subject to city sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts.
- Determine if all internet sales that are subject to local City of El Paso sales and use tax are in fact remitting to the Texas Comptroller of Public Accounts.
- Determine if the City of El Paso is being correctly allocated and paid all city sales and use tax due from the Texas State Comptroller of Public Accounts, and identify, document, and correct any business entity operating within the City limits of El Paso from which the City is not being allocated its share of city sales and use tax receipts by the Texas Comptroller.
- Identify, document, and correct misclassification of revenue subject to sales tax reported by any business entity operating within the City limits of El Paso resulting in the City not being allocated its share of city sales and use tax receipts by the Texas Comptroller.
- Identify, document, and correct any city sales and use tax reporting omissions and or errors.
- On behalf of the City, coordinate with the Office of the Texas Comptroller of Public Accounts to correct appropriate records in order to ensure collection of any unrealized sales tax revenue due to the City.

**B. Comprehensive Reporting**

- Review and recommendation reporting
- Audit finding reporting by firm
- Annual trends and revenue analysis reporting
- Reporting of other relevant information with regard to ordinance compliance and related matters.

- Provide written reports on a monthly basis on the findings and results of the ongoing examination.

#### C. Reports to be issued

- **Following the completion of the agreed upon procedures, the agency will issue a report addressed to the City Office of the Chief Internal Auditor as required by the agency's professional standards. All records are subject to public record.**

#### D. Working Paper Access

- A copy of any or all working papers will be provided to the City of El Paso, Texas – Office of the Chief Internal Auditor upon request. Any requests from outside parties will be routed through the City of El Paso-Office of the Chief Internal Auditor and working papers may not be disclosed unless approved by the City of El Paso- Office of the Chief Internal Auditor. In addition, the agency shall be in compliance with current auditing standards, respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. Depending on circumstance, a copy of any or all working papers may also be routed through the City Attorney's Office.
- In addition to the previous information described, the selected agency shall consider the following, based on their assessment, to further satisfy the requirements of the Services Overview and needs of the Office of the Chief Internal Auditor. In general, the selected agency shall submit to the City a brief description of the agency, how it is organized, and how its resources will be utilized on behalf of the City. Additionally, the overview should include how the agency will approach the aforementioned services that the agency may provide as the agency of the City.

#### Minimum Requirements

- Relevant experience of the agency, especially when working with government and city sales tax, which demonstrates experience, responsiveness, a high level of customer service, documented results in tax compliance review and recovery services and the individuals assigned to the engagement;
- Provide verifiable examples by listing a maximum of five (5) projects for which sales tax compliance review and recovery services were provided or are being provided that are most relevant to this project and include as references the names and telephone numbers of client officials responsible for the projects listed;
- Provide an actual recovery amount for each client site to include the year(s) services were performed;
- Identification of the individual in charge of day-to-day management and the percentage of time committed for each individual on the engagement;
- The agency's overall audit approach to the engagement, including the use of any outside entities upon whose work will be relied upon to complete the engagement;
- The percentage, if any, of the use of any outside entities upon whose work will be relied upon to complete the engagement;
- The availability of sources of information to assist the City in determining specific accounting and reporting issues that may arise during the engagement;
- The level and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence; and
- Disclosure of any issues that could present a real or perceived conflict of interest, as well as any pending investigation of the agency or enforcement or disciplinary actions taken within the past three years by any regulatory bodies.

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#### Exceptions to Scope of Work

None.

## Payment Terms and Conditions

**NOTE:** All vendors must accept an ACH payment effective immediately. If awarded a contract or order, an approved account is needed to complete contract execution and process future payments. A secure link to our PaymentWorks system will be provided to the point of contract in the bid submission.

### Advance Payments

All contract payments shall be made in accordance with the Contract's invoice payment terms. The City of El Paso will make no advance payments for the goods and/or services that are subject of this bid unless otherwise noted in the Form of Contract. Invoices may be submitted on no more than a monthly basis. Invoices submitted for services rendered shall be forwarded to the address indicated on the "Bill to Information" located on the "Event Details" tab .

### Prompt Payment

Payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Payments will be considered to have been made on the date electronic funds are transferred.

### Federal Excise Tax

the City is entitled to a deduction for federal excise tax if it is included on the manufacturer's published price list for applicable items, and contractor must invoice accordingly. A federal tax exemption certification will be provided by the City, upon request.

**Late Payment fees will incur at the State of Texas statutory rate.**

## Evaluation Information

The City will award the contract to the offeror that submits a proposal which represents the "best value" to the City. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein. The City considers 70 as a passing score. Scores below a 70 will not be considered for award.

The award shall be based upon the evaluation criteria and process delineated herein.

- a. Evaluation Committee: All properly submitted proposals will be reviewed by an Evaluation Committee.
- b. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which proposal offers the "best value" to the City.
- c. Offeror must fill out the appropriate forms delineated within the solicitation.

Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included in the Evaluation Factors Attribute.



## Evaluation and Award Process

1. An Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors included in this solicitation . Factors not specified in the solicitation will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Proposals will be evaluated on an individual basis against the requirements stated in the solicitation.
2. All proposals are subject to the terms and conditions of this solicitation. Material exceptions to scope of work or specification or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
3. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this solicitation will result in disqualification? of an offeror's proposal.
4. Award of a contract for professional services will be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Detailed evaluation of the responses to this solicitation will involve a determination of the most favorable combination of various elements contained in this solicitation.
5. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
6. All responses meeting the minimum specifications of the scope of work will be ranked based on the evaluation criteria listed. After initial evaluations, the Evaluation Committee will determine a ranking.
7. At the completion of the evaluation period, the City will enter into negotiations with the highest ranked offeror. As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) of the highest ranked Offeror's professional services. Prices that appear to be unreasonably low may be determined to be evidence that pricing is not fair and reasonable and cause the proposal to be rejected and/or if the City cannot come to an agreement with that offeror it will formally end negotiations with that offeror and begin negotiations with the next highest ranked offeror.
8. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with the highest ranked offeror.
9. Proposals to this solicitation that are considered non-responsive will not receive consideration and will not be evaluated. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any offeror at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
10. The successful Offeror's proposal to this solicitation will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.
11. The City reserves the right to award this contract to one Offeror or to make multiple awards. The City may reject any or all proposals if such action is in the City's interest, award, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

## Evaluation Factors

The evaluation process is designed to award the contract to the most qualified offeror based upon the evaluation factors specifically established for this solicitation. **Offerors must provide all information outlined in the Evaluation Factors to be considered responsive.** Proposal will be evaluated based on the responsiveness of the offeror's information to the Evaluation Factors which will demonstrate the offerors understanding of the Evaluation Factors and capacity to perform the required services of this solicitation. Proposals considered non-responsive will not be evaluated.

EVALUATION FACTORS	MAXIMUM POINTS
A. General Overview of Agency and Services	30 Points
B. Experience – Comparable Contracts	25 Points
C. References	10 Points
D. Capacity and Capability of Agency's Resources	25 Points
E. Number of Hours Dedicated to Engagement	10 Points
Total	100 Points

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso ("the City"). The City reserves the right to determine the suitability of offers on the basis of all the factors included in this solicitation.

**Factor A – General Overview of Agency and Services .....30 Points**

Offeror must specify in detail the terms the agency's understanding of the services to be provided and the approach as presented in this RFQ.

**Factor B – Experience – Comparable Contracts .....25 Points**

Offeror to provide five (5) contracts comparable in scope within the past five (5) years and to have performed at least for one year within the referenced contracts prior to bid opening. Contract will be considered comparable in scope if they include the following elements: Audit of City Sales Tax Collections and must clearly demonstrate its ability to not only perform the audit and examine the records but also to be able to ensure correction of records, ensure collection of unrealized sales tax revenue, and provide recommendations for improvements.

Offeror is required to use the Experience – Comparable Contract Form for this factor. See Attachment Downloads Tab. Contracts not comparable in scope will not be evaluated.

Note: The maximum points for each contract will be determined by dividing the points allocated to this factor by 5 (i.e. 25 total points ÷ 5 = 5 points per contract).

**Factor C – References .....10 Points**

Offeror shall provide references for five (5) contracts listed for Factor B.

A contract deemed non-comparable under Factor B shall not be considered as a viable reference under Factor C and shall not be scored.

Note: The maximum points for each reference will be determined by dividing the points allocated to this factor by 5 (i.e. 10 total points ÷ 5 = 2 points per reference).

**Comparable Contracts and Reference Check Notice**

The offeror is responsible for ensuring the accuracy of the comparable contracts and the contact information for the references provided. The City shall not contact the offeror for replacement contracts, references and/or contact information if said e-mail addresses or telephones numbers are not valid or connected.

In addition to the above, the offeror is encouraged to inform said references that they shall initially be contacted via e-mail at the e-mail address provided herein. If a response to the e-mail is not provided within the designated time frame, the City will attempt to contact the reference by telephone at the number provided. If the reference does not respond after two attempts via telephone the offeror shall receive zero points for said reference.

**Factor D – Capacity and Capability of Agency's Resources.....25 Points**

The offeror must specify in detail the capacity and capability to perform auditing services and deliverables utilizing its qualified resources. These resources should include core staff assigned to engagement. Resumes should reflect demonstrated references and history of performance for position assigned to the City of El Paso.

**Factor E – Number of Hours Dedicated to Engagement.....10 Points**

The offeror shall specify the agency's organization and how the organization anticipates to identify in detail the best methodology to meet the specifications and to include the hours dedicated to perform auditing services as noted within this RFQ.

- 200 - 300 hours (15 Points)
- 199 – 100 hours (10 Points)
- Less than 100 hours (0 points)

**MAXIMUM TOTAL POSSIBLE POINTS.....100 Points**

Responsibility Determination

Offeror will be deem non-responsible if financial information is not submitted with the proposal. The financial information referenced in section A is required at the time of submission.

The responsibility determination includes consideration of a Offeror's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any offer.

A. Financial Capacity Determination –

Financial Information

Financial Statements. Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:  
If a publicly held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) Any Form 8K's filed subsequent to last Form 10K or
- (3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

If a privately held organization:

- (1) Balance sheet for your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant or
- (3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

Evidence of Financial Responsibility

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the offeror's ability to comply with all of the requirements in the solicitation.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the City may require offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

B. Technical Capacity Determination

The City may conduct a survey relating to the offeror's record of performance on past and present projects that are similar to the scope of work identified in this solicitation, which may include services/projects not identified by the offeror. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any offer. Such research may include, but not necessarily be limited to, discussions with outside offerors, interviews and site visits with the offeror's existing clients and analysis of industry reports. The City will make a finding of the offeror's Technical Resources/Ability to perform the offeror's scope of work based upon the results of the survey.

An offeror will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the offeror is capable of undertaking and completing the scope of work in a satisfactory manner.

☒ I have uploaded my financial documents

2  
1**Disclosures**

Offeror to disclose and describe any prior or pending litigation, acquisitions/mergers, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years for those applicable items.

☒ I have uploaded my disclosures

2  
2**Contract Clauses**

Contract Clauses (Terms & Conditions)

**1. TERM OF CONTRACT**

Under which the City shall order all of its supplies and/or services described in specifications from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months or until a new contract is awarded.

The term of this agreement shall be for thirty-six (36) months commencing on the date the Contractor receives a written Notice of Award. Delivery of the Notice of Award shall be by email.

**2. INVOICES & PAYMENTS**

A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.

B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.

C. Invoices will reflect the Contract Number and the Purchase Order Number.

D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.

E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.

F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.

G. Payment will not be due until the above instruments are submitted after delivery and acceptance.

H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.

I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

**3. CONTRACTUAL RELATIONSHIP**

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

**4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04] [Rev. 10-19-18]**

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. 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. Contractor will pay all judgments finally establishing liability of the City in actions defended by 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 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.

**5. GRATUITIES**

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

#### 6. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### 7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

#### 8. TERMINATION [Rev. 06/07/97] [1/10/2020]

##### A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

##### B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

##### C. Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

#### 9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

#### 10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Director describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not

sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

#### 11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

#### 12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### 13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

#### 14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

#### 15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

#### 16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

#### 17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

[section continued]

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

#### 19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

#### 20. INSURANCE REQUIREMENTS [6/29/2019]

##### Commercial General Liability:

Written on an occurrence form. (There may be situations where a "claims-made" form may be our only option but it is best we require an occurrence form including all the usual coverage known as:

Premises/operations liability

Products/completed operations

Personal/advertising injury

Contractual liability

Broad-form property damage

Independent contractor liability

Explosion, Collapse and Underground (XCU)

Cyber Liability/Data/Breach/Ransom

##### Minimum Limits of Liability

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage per occurrence

Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual Liability-Railroads

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence

Required when a contractor is going to work on or within 50 feet of any "railroad property" Commercial Automobile Liability;

\$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence

##### Workers' Compensation Statutory Coverage

\$ 500,000 Employers Liability

##### Professional (Errors & Omissions) Liability (if required)

\$1,000,000 per occurrence

##### Umbrella or Excess Liability Insurance (if required)

\$5,000,000 per occurrence

The City, its officials, employees, agents and contractors shall be named as additional insureds and contain a "blanket waiver of subrogation" clause in favor of the City.

The contractor/vendor and their subcontractors' insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance.

Prior to undertaking any work under this contract, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance with an actual copy of policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City.

Notices and Certificates required by this clause shall be provided to:

City of El Paso

Purchasing & Strategic Sourcing Department

300 N. Campbell, 1th Floor

Please refer to Bid Number/Contract Number and Title in all correspondence and insurance certificates.

Failure to submit insurance certification may result in contract cancellation.

## 21. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Miguel Montiel, CIA, CGAP  
Audit Manager  
Telephone: (915) 212-1267  
Email: MontielMA@elpasotexas.gov

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso  
Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1th Floor  
El Paso, TX 79901-1153  
Attn: Paula Salas, Lead Procurement and Contract Analyst

Please refer to Bid Number/Contract Number and Title in all correspondence.

## 22. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

## 23. CONTRACTING INFORMATION [1/10/2020]

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

## 24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

## 25. CONTRACTOR TO PACKAGE GOODS



The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order; (c) Container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

#### 26. SHIPMENT UNDER RESERVATION PROHIBITED

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

#### 27. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

#### 28. TITLE & RISK OF LOSS

The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

#### 29. RIGHT OF INSPECTION

The City will have the right to inspect the goods at delivery before accepting them.

#### 30. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

#### 31. PLACE OF DELIVERY

The place of delivery will be that set forth in the solicitation. The terms of this contract are "no arrival, no sale."

#### 32. WARRANTY-PRODUCT

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

#### 33. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

#### 34. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void except that the City will pay the Contractor the reasonable cost of his search as to infringements).

### 35. TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL [Rev. 4-30-18] [Rev. 10-14-18]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For purposes of this Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

### 36. DISCRIMINATION AGAINST FIREARM & AMMUNITION INDUSTRIES [Rev 2021-09-23]

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

### 37. BOYCOTTING OF ENERGY COMPANIES [Rev 2021-09-23]

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

[end of section]

## 2 4 Instructions to Offerors Submitting Paper Proposals

To download solicitation, click the "Documents" icon located next to "Response History" icon.

#### 1. SIGNATURE OF PROPOSAL BY PERSON AUTHORIZED TO SIGN

All proposals shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the proposal or to include a substitute signed document binding the offeror will be the basis for declaring a proposal non-responsive.

#### 2. REQUIRED NUMBER OF COPIES

Proposals must be submitted in original form with one additional copy.

#### 3. PROPOSAL SUBMISSION INSTRUCTIONS

Proposal must be sealed when presented to the Purchasing & Strategic Sourcing Department. See event details for submission deadlines. Proposals will be publicly opened and read aloud (Offeror's Name, City and State). The City does not provide envelopes or any other office supply for the purpose of submitting Proposals

#### 4. ADDRESSING INSTRUCTIONS

The envelope containing the proposal must be addressed as follows:

City of El Paso

Purchasing & Strategic Sourcing Department

300 N. Campbell, 1st Floor

El Paso, Texas 79901-1153

Attn: Purchasing Director

Also, write the **Solicitation Number, Solicitation Title, and Due Date** clearly on a visible section of the envelope.

#### 5. LABELING OF PROPOSALS [Rev 6/15/05]

**The Due Date and Solicitation Number and Name must be written on the outside of the package containing the proposal.** The City Purchasing & Strategic Sourcing Department may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their sealed proposal and to fully avail themselves of the evaluation and selection process.

#### 6. OFFEROR DELIVERY RESPONSIBILITY

Proposals received at the Purchasing & Strategic Sourcing Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages must be addressed to the Purchasing Director directly to the Purchasing & Strategic Sourcing

Department.

U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City 2 and may or may not be delivered by the Mail Room to the Purchasing & Strategic Sourcing Department by the time and place proposals are opened. The offeror accepts all responsibility for delivering its proposal to the address stated above within the specified time or the proposal will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

#### 7. ADDITIONAL INFORMATION

Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each proposal. Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as part of the proposal become the property of the City of El Paso.

Offerors are asked not to include loose brochures (e.g. general marketing material). BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW. Only pertinent information should be submitted.

#### 8. ALTERNATE PROPOSALS

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

#### 9. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

All amendments must be acknowledged on the Amendment Acknowledgement Form. Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that their response to a solicitation is incorporating all amendments into said proposal. Amendments may be posted at any time up to and including the due date.

#### 10. PROPOSAL FORMAT AND STRUCTURE

All proposals must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages but may be required in some instances.
2. All pages must be numbered.
3. Address all evaluation factors described within this solicitation.
4. Major sections must have page breaks between them.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.
6. Introduction Page – include the following information:
  - a. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within the solicitation.
  - b. Clearly label with the solicitation number, title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
  - c. Identify by name and title the individual responsible for the administration of the project. That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.
7. The City will not be responsible for locating or securing information not included with proposal. In conducting its assessment, the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.
8. Response to all factors must demonstrate the offeror's comprehension of the objectives and services being procured. Do not merely duplicate the Scope of Work as presented within this Solicitation

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## Notice to Offerors

### 1. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal is determined to be the most favorable to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

### 2. TIME

[Reserved]

### 3. TIME AND PLACE OF OPENING

Proposals will be opened and read in City Hall, at 2:30 P.M.(MST) on opening day. However, you are cautioned that proposals must be received in the Purchasing & Strategic Sourcing Department no later than 2:00 PM (MST).

### 4. RECIPROCAL PREFERENCE

#### Domestic Preferences

The City reserves the right to grant a preference to cooperative agreement programs, City contracts and Purchase Orders that are funded through

federal awards and grants:

(a) As appropriate and to the extent consistent with law, the City may, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **State Reciprocal Preference**

The City reserves the right to grant an offeror with its principal place of business in the State of Texas (Resident Offeror) a preference on a contract against the proposal of any offeror from another state which enforce or has a preference for its resident offeror. The amount of the preference to the resident offeror shall be equal to the preference in the other state. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

#### **Municipality Reciprocal Preference**

The City reserves the right to grant a offeror with its principal place of business within the City limits of El Paso, Texas (Local Offeror) a preference on a contract against the proposal of any offeror from another City within the State of Texas which enforce or has a preference for its local offerors. The amount of the preference to the local offeror shall be equal to the preference in the other City. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

#### **5. EVALUATION RESULTS**

Any questions concerning evaluation results should be directed to the Purchasing & Strategic Sourcing Representative.

#### **6. REQUEST FOR QUALIFICATIONS TABULATIONS**

The Request for Qualification tabulation will be available at <https://elpasotexas purchasing test.ionwave.net/CurrentSourcingEvents.aspx>.

No results will be given over the phone.

#### **7. DEBRIEFING REQUESTS**

A written request for a debriefing should be directed to the Purchasing & Strategic Sourcing Representative identified in this solicitation within five (5) days after the date of award. Debriefing requests will be scheduled with the designated City staff and Purchasing & Strategic Sourcing Representative.

#### **8. PROTEST/DISPUTE PROCEDURE**

Only an offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights.

Protest must be made after the City Council agenda has been posted and by 5:00 p.m. the day before the City Council meeting in which the award will be made. The offeror must write a letter to the Purchasing Director using the phrase "Bid Protest" to City Hall – 300 N. Campbell, El Paso, TX 79901 – attention to the Purchasing & Strategic Sourcing Department. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

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## **Title VI requirement**

### **Title VI Contract Provisions**

Subrecipients of federal financial assistance must ensure that the clauses of Appendix A of the U.S. DOT Standard Title VI Assurances are inserted in every contract subject to the Act and the Regulations and that Form FHWA-1273 be physically attached to all federal-aid construction contracts of \$10,000 or more.

#### **NOTE TO CONTRACTORS:**

FORM 1273 and Appendix A (attached) must be inserted in all subcontractor contracts.

The successful bidder will be required to provide a copy of each of its subcontractors (all tiers) to verify that the above mentioned provisions are included

## Appendix A

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 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: The Contractor, 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. The contractor 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 the contractor 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 the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor 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 the City of El Paso to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of El Paso, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of El Paso shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and / or
- b. Cancellation, termination or suspension of the contract in whole or in part.

(6) Incorporation of Provisions: The contractor 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. The contractor shall take such action with respect to any subcontract or procurement as the City of El Paso may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of El Paso to enter into such litigation to protect the interests of the City of El Paso, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Form FHWA-1273

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

#### I. General

#### II. Nondiscrimination

#### III. Non-segregated Facilities

#### IV. Davis-Bacon and Related Act Provisions

#### V. Contract Work Hours and Safety Standards Act Provisions

#### VI. Subletting or Assigning the Contract

#### VII. Safety: Accident Prevention

#### VIII. False Statements Concerning Highway Projects

#### IX. Implementation of Clean Air Act and Federal Water Pollution Control Act

#### X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

#### XI. Certification Regarding Use of Contract Funds for Lobbying

#### XII. Use of United States-Flag Vessels: ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for

supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

## II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504

of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence

is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR

230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurances Required:



a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

[section continued]

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## Form FHWA-1273

### 2. Withholding (29 CFR 5.5)

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued

payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### 4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular

programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the

U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, 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 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 moneys 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 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors 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. 29 CFR 5.5.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish

(a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph

(1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

[section continued]

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### Form FHWA-1273

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions

as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\*\*\*\*\*

### 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:



a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

### 3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\*\*\*\*\*

#### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. 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 31

U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

## ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

[end of section]

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## **Amendment A001**

### **DESCRIPTION OF AMENDMENT**

-

- A. Responses to Bidders questions are on the following page(s).

Except as provided herein, all terms and conditions of the documents, as heretofore changed, remain unchanged and in full force and effect.

☒ I confirm that I have read, understand and agree



**A V E N U**  
INSIGHTS & ANALYTICS

## **CITY OF EL PASO, TX**

PROPOSAL FOR

### **AUDIT OF SALES TAX COLLECTIONS**

2024-0654R

### **FACTOR A – GENERAL OVERVIEW OF AGENCY AND SERVICES**

SEPTEMBER 18, 2024

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# 1 OVERVIEW OF AVENU

Founded in 1978, Avenu Insights and Analytics is a privately-owned revenue enhancement services company that specializes in helping public agencies across the nation to preserve, enhance, and manage their tax revenue base. Avenu focuses exclusively on the public sector and local government agencies, just like the City.

Avenu has partnered with the City of these services since 2019, where we also provide the City with similar services, Franchise Fee Auditing, and we have recovered over \$250,000 for the City during that time.

In our 40-year history, we have grown to a national footprint of over 700 employees and customers in all 50 states. Avenu supports these customers with a dedicated and highly experienced team of revenue consulting and tax audit experts which provide concierge-level services to over 900 jurisdictions throughout the nation.

Avenu has 10 office locations strategically stationed across the United States, including two (2) offices in Texas, with an additional two (2) offices in Canada. We offer our local government clients a full range of revenue enhancement and administrative solutions. Avenu works with communities of all sizes, from our smallest client with a population of just 150, to our largest client with a population of over ten (10) million. As a testament to our dedication to state and local governments, Avenu has been listed on the GovTech 100 list for the last six (6) consecutive years.

Since our founding over four decades ago, Avenu has successfully supported thousands of local jurisdictions with our full suite of compliance auditing and revenue enhancement services. We are public sector experts, and we understand the challenges faced by local jurisdictions like the City. We support many local jurisdictions in Texas with these same services. Our refined methodologies and processes are a direct result of the nearly 40 years we have been providing auditing services.

Avenu has closely reviewed the City's Request for Proposals (RFP) and we attest that we have the capabilities and expertise to meet all of the City's requirements. We offer the opportunity to form a partnership with a vendor capable of providing the City with consistent and quantifiable results, just as we have for the City of El Paso, the City of Dallas, and many more local jurisdictions. To demonstrate this, Avenu generates over **\$2.8 billion** in new general fund tax revenue for its local government clients each year. By doing this, we have earned our reputation as the premiere revenue enhancement partner to the public sector through our comprehensive audit services, proprietary data analytics, accurate forecasting, cost-effective administration services, and our commitment to our clients.

Avenu has a nationwide team of experts, comprised of Certified Public Accountants (CPA), Certified Revenue Examiners (CRE), audit managers, and analysts. The team works as a cohesive unit to pinpoint compliance issues, provide detailed reporting, and recover lost taxes on our government clients' behalf. Specific to sales tax and recovery services, Avenu's experts in Sales/Use Tax Audit and Recovery Services identify, correct, and optimize sales and use tax issues through comprehensive reviews. We have a dedicated team of

## Avenu Qualification Highlights

- ▶ Sales Tax Audit experts with over 40 years of experience
- ▶ Provider of these services to El Paso since 2019
- ▶ Provide same services to some of the largest cities and Transit Agencies in Texas
- ▶ Two (2) offices in Texas – Houston and Dallas
- ▶ Same or similar services provided to over 900 agencies nationwide
- ▶ \$2.8+ billion in new general fund tax revenue generated for clients EACH year



examiners and accountants whose region-specific expertise has resulted in the discovery of millions in underreported taxes.

In addition to our auditing services, Avenu has been recognized by our clients for our accuracy in our forecasting services, which enable local governments to make informed business decisions and create sound public policy. Our proven success stems from our highly experienced nationwide team of certified examiners and accountants who use their region-specific expertise. These experts have decades of experience researching and interpreting local ordinances, regulations, statutes, and laws.

## 1.1 EXPERIENCE IN TEXAS

Avenu is a recognized expert in the field of Sales/Use Tax Audit and Recovery Services, one of Avenu's core services, that we have offered for over 40 years. Avenu currently provides these services to several cities in Texas. We invest heavily in our people and technology to stay ahead of the market and serve our clients. Innovation allows us to use technically advanced canvassing techniques in conjunction with traditional methods to cast a wide net in capturing businesses not in compliance. **For the last five (5) years, Avenu has recovered over \$50,000,000 for Texas local jurisdictions.**



*Figure 1 - With Red representing Avenu offices, and Blue representing clients, Avenu has a nationwide footprint across all 50 states*

Our strong presence in the state allows us to actively monitor local and state legislative and regulatory policies in Texas. In fact, Avenu's lobbying efforts helped to create the Sales/Use Tax Audit and Recovery Service market in Texas by drafting SB 190. We offer the City unmatched expertise as a result. We support some of the largest cities in the state, this includes the cities of Dallas, Houston, El Paso, Irving, Plano, Arlington, and Richardson, as well as the Austin and Fort Worth transportation authorities. Due to this strong presence, we actively track and monitor legislative and regulatory policy specific to the State of Texas. We are a strong supporter of the Texas Municipal League, a recent Silver Sponsor at Texas City Management Association, and a Gold Sponsor of the Government Finance Officers Association of Texas.



## 1.2 SIMILAR ENGAGEMENTS

### City of Houston

Ms. Kiran Chandu, Assistant Director, Finance Department

611 Walker Street, 10th Floor, Houston, TX 77002

Email: [kiran.chandu@houstontx.gov](mailto:kiran.chandu@houstontx.gov)

Phone: 832.393.9067

Services/Results: Avenu has provided the City of Houston with Sales/Use Tax Audit and Recovery Services **since 2011**. To date, we have recovered over **\$23 million** in new sales tax revenue for the City of Houston.

### City of Dallas

Mr. Mark Swann, City Auditor

1500 Marilla Street, Room 2FN, Dallas, TX 75201

Email: [mark.swann@dallas.gov](mailto:mark.swann@dallas.gov)

Phone: 214.670.3222

Services/Results: Avenu provided the City of Dallas with Sales/Use Tax Audit and Recovery Services from 2010 through 2016 and recovered over **\$6.1 million** in new sales tax revenue for the City of Dallas. In late 2022, as result of the competitive bidding process, Avenu was once again awarded the City of Dallas' Sales/Use Tax Audit and Recovery Services contract. To date, we have recovered approx. **\$2.5 million** in new sales tax revenue for the City of Dallas for this second contract.

### Capital Metropolitan Transportation Authority

Ms. Nadia Nahvi, Controller

2910 East Fifth Street, Austin, Texas 78702

Email: [nadia.nahvi@capmetro.org](mailto:nadia.nahvi@capmetro.org)

Phone: 512.297.0392

Avenu has provided the Capital Metropolitan Transportation Authority with Sales/Use Tax Audit and Recovery Services **since 2013**. To date, we have recovered over **\$7 million** in new sales tax revenue for the Capital Metropolitan Transportation Authority.

### City of Plano

Ms. Karen Rhodes-Whitley, Director of Budget & Research

1520 K Avenue, Ste. 360, Plano, TX 75074

Email: [karenr@plano.gov](mailto:karenr@plano.gov)

Phone: 972.941.7472

Services/Results: Avenu has provided the City of Plano with Sales/Use Tax Audit and Recovery Services since 2016. To date, we have recovered over **\$8 million** in new sales tax revenue for the City of Plano.

## 2 QUALIFICATIONS / EXPERIENCE OF PERSONNEL

Avenu has a dedicated team of over 100 Revenue Enhancement professionals that provide a full suite of tax compliance, recovery, and consultation services to over 900 clients across the United States. This team has direct experience supporting the City and is comprised of Certified Public Accountants (CPAs), Certified Tax Examiners (CTEs), Certified Revenue Examiners (CREs), Audit Managers, Analysts, and support personnel. Avenu has two physical offices in Dallas and Houston, with additional support from our other 10 regionally placed offices across the nation. Avenu is well adept at leveraging our substantial corporate resources to ensure our clients are supported. Below we provide a view of each staff member's key roles and responsibilities along with relevant experience that makes them a good fit for the City.

### 2.1 KEY PERSONNEL

#### VP TEXAS SALES & USE TAX, CHRIS YEARY, CPA



As Vice President, Chris is responsible for overseeing the contract, managing day-to-day operations for Sales Tax Review services and serving as the primary contact for the City. Chris will use his vast experience with sales and use tax, and the City to play a key role in planning, executing, monitoring and controlling the project. He will conduct in-depth reviews to detect possible local sales and use tax errors, contacting taxpayers to discuss and determine local sales and use tax compliance, and facilitating corrective action to gain past and/or prospective local sales and use tax compliance. Highlights of Chris' relevant experience include:

- 28 years of experience in providing sales and use tax consulting services working on behalf of Texas local taxing jurisdictions and businesses
- Licensed Certified Public Accountant in Texas
- Previous experience with PriceWaterhouseCoopers' (PwC) State and Local Tax group in Dallas where he specialized solely in sales and use taxes by assisting his business clients with multistate and local sales/use tax refund compliance reviews,
  - defending/minimizing state sales and use tax audits,
  - negotiating voluntary disclosure agreements, and
  - analyzing state and local sales/use tax consequences of various business transactions.
- Education: BA in Business Administration (Accounting), University of Texas at Austin  
Masters in professional accounting (Taxation), University of Texas at Austin
- Professional memberships include the Texas Society of CPAs and the American Institute of CPAs

#### MANAGER, TEXAS SALES & USE TAX, DEBBIE MENDOZA



Debbie is responsible for managing Avenu's examiners and analysts as well as performing in-depth reviews to detect local sales and use tax errors. She actively contacts taxpayers using a business-friendly and educational approach to discuss and determine local sales and use tax compliance. When needed, Debbie works to facilitate corrective action to gain past and/or prospective local sales and use tax compliance. Highlights of Debbie's relevant experience include:

- 30+ years of professional accounting experience in which the last 15 years have been with

Avenu

- Investigating sales tax permits to identify businesses not properly permitted for their places of business.

- Thoroughly reviewing and identifying businesses that may be incorrectly sourcing and reporting local sales/use taxes
- Partnering with Texas clients to provide local sales tax review services
- Contacting taxpayers to share Texas tax law, policies, and work with the businesses to achieve past and/or prospective local sales/use tax compliance.
- Working with the Texas Comptroller and taxpayers to correct sales tax permit and reporting errors
- Training and managing staff on local sales/use tax compliance review and recovery services
- 19 years with PricewaterhouseCoopers' State and Local Tax group located in Dallas where Debbie defended/minimized multistate and local sales/use tax audits and performed multistate and local sales/use tax research and refund review
- Education: BA (Technical Management), DeVry University  
MBA (Accounting), Keller Business School of Management

### DIRECTOR, ANALYTICS & REPORTING, IRENE REYNOLDS

Irene manages the Clearview Analytics (STARS) and Reporting Team and is responsible for providing critical and complex analytics, forecasting and reporting to Avenu's Texas sales and use tax clients. Under her leadership, the team takes the important first step of cleaning and standardizing raw sales tax data to ensure data integrity. Irene maintains geographic areas and creates sub-areas to further investigate sales tax generation and trends. Deadlines are seamlessly managed, and Irene is accustomed to responding quickly to time sensitive and urgent requests. She also partners with clients to develop meaningful custom reports, charts and/or tables to provide answers not addressed in standard reports. As required by the Texas State Comptroller, Irene oversees and ensures that only authorized personnel obtain credentials to access the application and budgetary information. Highlights of Irene's relevant experience include:



- 20 years with Avenu where she has worked with data and explored and experienced a vast array of both simple and complex anomalies
- 15 years of experience working closely with cities in Texas
- Managing production flow of data review cycle to meet critical deadlines and produce meaningful reports and metrics to Texas clients
- Actively providing research for Avenu's Economic Analysis Team
- Hosted several Clearview Analytics (STARS) training webinars to Texas clients to enhance their knowledge and leverage the application
- Previous Team Lead for the Data Intelligence Department where she assisted in directing the data processing for all of Avenu's clients
- An Associate in Science degree in Business Administration.
- Professional membership in Phi Theta Kappa (High Honor Society for Superior Scholastic Achievement)

## 2.2 SENIOR LEADERSHIP TEAM

### VICE PRESIDENT OF TAX COMPLIANCE, MIKE PORTIS, CPA, CFE



As Avenu's Vice President of Tax Compliance, Mike oversees Avenu's strategy, determines resources, enhances internal structure, and positions the business unit and its clients for success. Ultimately, Mike is responsible for the success and management of client projects involving a full suite of compliance services across several tax types and data analytics/reporting. He oversees the team providing his leadership, expertise, direction, and training. Preferring a hands-on approach, Mike enjoys engaging directly with clients for touch points and as needed. Highlights of Mike's relevant experience include:

- Certified Public Accountant (CPA) in Texas
- Certified Fraud Examiner (CFE)
- 24 years of tax and examination experience which includes employment for Ernst & Young in NC and the following firms in Texas: KPMG, Enron, and Arthur Anderson
- Managing tax data analytics for \$12 billion annually of client accounts payable spend
- Adeptly advising clients on tax process and systems improvement
- Examining Fortune 500 firms for corporate income, franchise, and sales and use tax compliance
- Identifying and investigating potential non-filers
- U.S. Army Veteran
- Education: BA (Accounting), University of Texas at San Antonio.  
Doctor of Jurisprudence, University of Houston Law Center

## 2.3 EXECUTIVE SPONSOR

### CHIEF EXECUTIVE OFFICER, PAUL COLANGELO



Paul has nearly 25 years of executive leadership and a track record as a trusted advisor at the state and local levels. Paul not only leads the operations, strategy, and growth of Avenu, he is directly involved in the day-to-day operations of our Sales and Use Tax teams and has an avid interest in maintaining the City's contract. Paul previously served as President and COO at Library Systems & Services, as well as President of Appriss — where his strategic vision led to the portfolio revenue growth and diversification. Before Appriss, Paul was Vice President of Convergys Global Business Unit, managing client services programs in government, automotive, and transportation markets. Paul earned his bachelor's degree from Seton Hall University

and his MBA from Strayer University. And as part of his ongoing commitment to serving state and local communities nationwide, he serves an active Advisory Board member for the National Center for Missing & Exploited Children, Board Treasurer for Blessings in a Backpack, and Vice Chairman of the Board for Prince William County Service Authority.

- 25 years of serving state and local governments
- Serves as a direct line of Executive Leadership support
- Regularly meets with clients to ensure the highest level of support
- Deep commitment to a Customer-Driven Culture and Strategy including our Core Values (Client-Focused, Responsiveness, Caring, Passionate, Integrity)
- Direct oversight of all Customer Satisfaction (CSAT) reporting and KPIs on a quarterly basis

### 3 OVERVIEW OF SERVICES

Sales/Use Tax Audit and Recovery Services and Sales/Use Tax Analysis and Reporting Services are Avenu's core functions. Avenu will leverage all institutional knowledge gained surrounding the City, having provided these services to the City since 2019. Avenu has provided this service for over 40 years and our methodologies are a direct result of decades of constant refinement, having provided this service for over a hundred Texas local jurisdictions.

Sales and use tax compliance is burdensome for many businesses. The myriad of intricate statutes governing taxability and exemptions, as well as the collection and reporting of sales and use tax, coupled with at times changing boundaries, tax rates, and a varied tax base that can cross multiple jurisdictions only increases the complexity of business compliance with sales and use tax reporting requirements. As a result, businesses often file incomplete or incorrect sales and use tax returns. These errors and omissions can have a large impact on a taxing jurisdiction's revenue.

Through the comprehensive review services offered by Avenu, these sales and use tax errors and misallocations will be identified resulting in the collection of new and underreported sales and use tax revenue for the City. We have the institutional knowledge and information to detect and validate the business activity within the City. Our goal in providing these services is to maximize income and minimize the cost of lost revenue by detecting, documenting and securing past and/or prospective local sales/use tax compliance, as applicable, before the revenues become unrecoverable.

Past compliance results in the past misreported local sales and use taxes being reallocated to the City. Prospective compliance results in the taxpayer reporting future sales and use tax payments correctly to the City.

The primary focus of the Sales/Use Tax Audit and Recovery Service is based on the following types of reviews:

#### 3.1 PERMIT REVIEWS

Our permit reviews result in the identification of businesses not properly permitted for their places of business located within the City's jurisdiction.

The businesses will be contacted, as needed, to confirm physical location and applicable location dates, and we will work with the business and the Texas Comptroller of Public Accounts (Comptroller) to correct and update the sales tax permit in order to obtain both past and prospective local sales and use tax compliance, as applicable.

#### 3.2 PAYMENT REVIEWS

Our payment reviews focus on those businesses where Avenu has observed an aberration in the City's sales and use tax revenue that is substantially different than what has been reported on a historical trend basis.

The businesses with material anomalies will be researched and/or contacted to determine the reason for those changes and appropriate action will be taken. We will work with the business and the Comptroller to obtain both past and prospective local sales and use tax compliance, as applicable.



### 3.3 SOURCING REVIEWS

Our sourcing reviews seek to identify those businesses that may be sourcing and reporting local sales and use taxes incorrectly to other local jurisdictions, when based on the nature of the business and the application of local sales and use tax laws, the sales and use taxes should be sourced to the City instead. Our sourcing review utilizes a variety of sources and methods to identify these types of businesses.

We will contact the businesses, share Texas tax law, policies, etc., and if applicable, will work with the business and the Comptroller to achieve both past and prospective local sales and use tax compliance, as applicable.

### 3.4 CORRECTIONS AND COORDINATION WITH THE COMPTROLLER

Avenu's business inquiries are predicated on a non-controversial, constructive, public relations approach that emphasizes the importance of each business to the City and the mutual benefits of correcting reporting errors. Avenu will copy or blind copy the City on meaningful correspondence with the businesses and the Comptroller throughout the project.

We will work with the business and the Comptroller to obtain both past and prospective local sales and use tax compliance, as applicable. We will offer to assist those businesses with confirmed errors with the preparation and filing of amended returns and/or reallocation requests in order to achieve past compliance. We will work with the business' in-house tax team and/or outside CPA to request and receive a summary of all applicable past sales tax remittances via an open records request from the Comptroller and then use this data to prepare the necessary amended sales tax returns for the business' final review and approval before filing the amended returns on behalf of the business with the Comptroller.

Correction of each sales and use tax error is deemed complete once both past and prospective local sales and use tax, as applicable, has been achieved and the City has received the funds from the Comptroller. As needed, Avenu will represent the City before the Comptroller for the purpose of correcting sales and use tax errors that have deprived the City of the revenue to which it is entitled. Our team will regularly monitor submissions for correction and follow up with the Comptroller, when necessary, in an effort to compel the Comptroller to correct an error.

The nature of any one sales and use tax correction, and the length of time for revenue to begin flowing to the jurisdiction creates several variables in terms of the volume and timing of the revenue that each client will discover and recover. The level of complexity of the misallocation or misapplication of the tax typically determines how long it takes for correction, and ultimately the receipt of the funds. Simple errors correct quickly, while errors that involve interpretations of the statutes and regulations can take considerably longer. Avenu is committed to starting the process immediately upon award and contract signing.

### 3.5 ASSISTANCE FROM the City

Avenu does not anticipate that it will require any special assistance from the City to successfully fulfill this engagement.

Some of the things we anticipate the City to assist us with are:

- ▶ Provide a letter of introduction identifying Avenu as an authorized agent of the City to perform sales and use tax reviews and to receive and examine taxpayer records necessary to assure sales and use tax compliance and revenue forecasts.
- ▶ Pursue in good faith corrective action on errors and omissions detected by Avenu.
- ▶ Issue necessary documentation to the state to allow us access to confidential data and to correct errors validated by Avenu.

the City and/or the State Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the City's sales and use tax, and recognize that Avenu's role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors/omissions by taxpayers in the application, calculation, collection, and/or remittance of sales and use taxes and, ii) providing the City with technical assistance, without assuming or being delegated the authority or responsibility of the City to administer, interpret, and enforce its sales and use taxes.

### 3.6 PROPRIETARY ANALYSIS TOOLS AND METHODOLOGIES

In conjunction with quarterly billing invoices, Avenu will provide the City with information detailing the compliance achieved and being billed for which will include recovered amount, what economic period the recovery is for, the taxpayer's name, permit number, and other identifying information. At the direction of the City, Avenu is able to provide any other relevant information/reports as desired by the City.

#### Proprietary Analysis Tools and Methodologies

Avenu's team of experts will employ proprietary processes, technologies and procedures along with professional inquiry techniques to identify the City's sales and use tax errors and misallocations. Avenu has invested over three decades of intensive research and development into the data sources utilized for detecting local sales tax errors and subsequently designed proprietary information systems that allow for maximum flexibility in utilizing numerous data sources, and thereby providing the City with greater accuracy in error identification and correction. We are constantly updating and supplementing our efforts in this regard.

Avenu specializes in providing innovative revenue enhancement audit and technology services to local and state governments. We are the only firm in the United States offering proprietary revenue enhancement audit services and technology encompassing all general sources of local tax revenue.

- ▶ We truly have a National perspective on compliance issues and have extensive experience in Texas.
- ▶ We perform thousands of reviews each year, producing millions for our clients.
- ▶ We have a large staff of experts.
- ▶ We offer competitive performance-based pricing with no risk to the City.
- ▶ We only provide services to government agencies and therefore have no conflicts of interest with taxpayers and other business groups.
- ▶ We are a member of many state and national associations and actively participate in the organizations that set policy and practice for revenue enhancement.
- ▶ We continuously work to understand the needs of local government so we can better serve our clients.

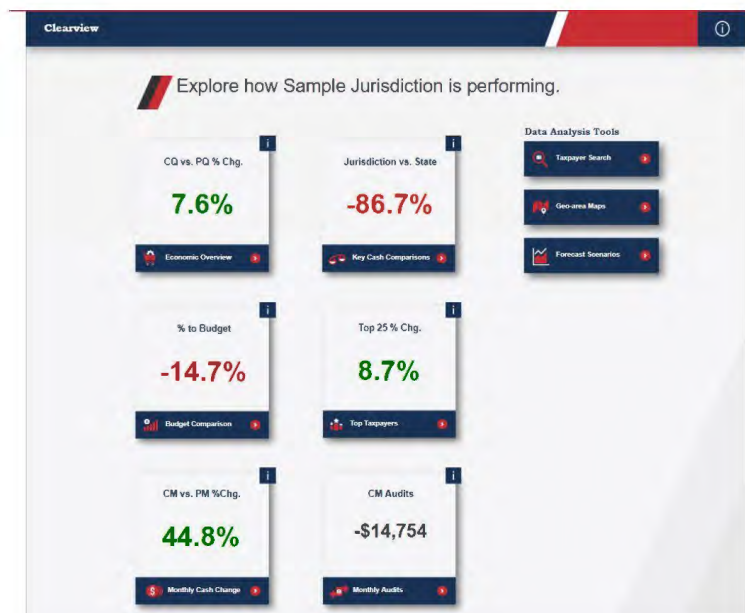
Avenu uses **powerful analytics** to discover, recover and analyze revenue for our clients. A perfect example of this, which differentiates us from our competitors, is our analytics platform called "Clearview".

#### Clearview (Sales & Use Tax Analytics and Reporting) OPTIONAL ADD -ON

Avenu utilizes state-of-the-art proprietary software called Clearview. It is a powerful data analytics platform that allows Avenu, as well as the City staff (for an additional fee), to research local business activity and export data for further analysis. Our Clearview software includes the following key features:

## Consolidated Economic Reports

- ▶ See key trends at the category, segment, and retailer levels.
- ▶ Access a quick view of how your key retailers are performing.
- ▶ View customized cash forecast by fiscal year.
- ▶ Search for any retailer in your jurisdiction and view their recent payment history.
- ▶ Review and export the rankings of the sales tax producers in your jurisdiction for recent periods.
- ▶ Locate potential one-time payments.
- ▶ Export the Excel data behind the reports for further analysis or export the visualization to pdf for inclusion in your internal reports.
- ▶ Access our analysts to support your use of our tools.



## Geo Area Reports (Economic)

- ▶ Review trends and where the growth or declines within the geo-area are concentrated and uncover the key drivers of those changes.
- ▶ Export a 3-year history of each geo-area directly to excel for use in your internal reports.

### Geo Area Payments

Balance Of City ▾

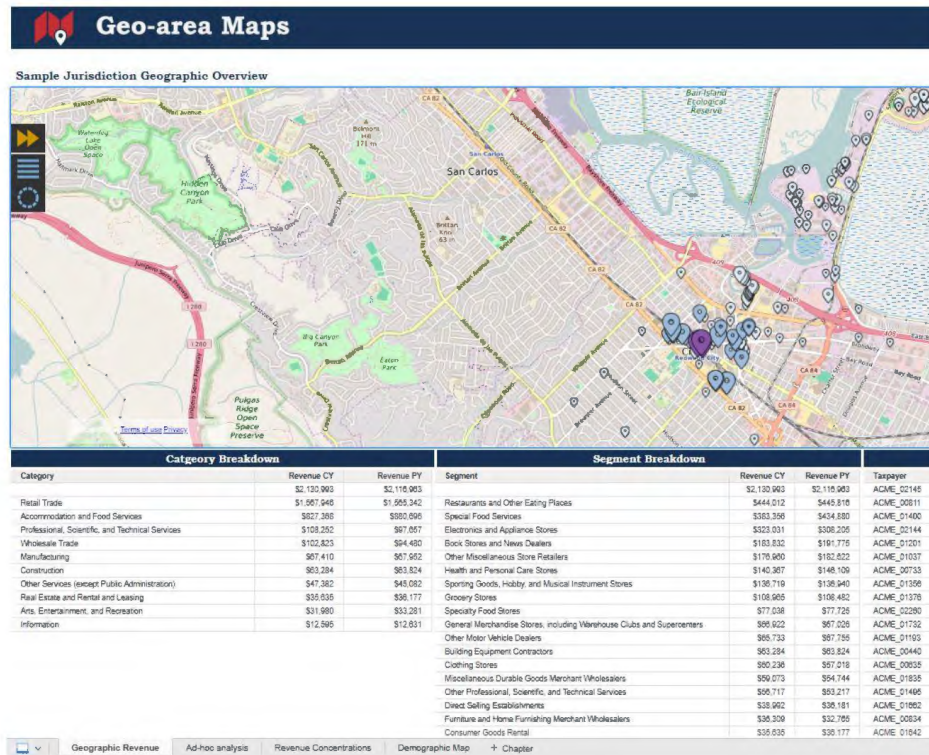
 **FILTERS**

GeoArea	Taxpayer	STPermit	SubPermit	Address	Category	Qtr_Econ	3	4th Quarter 2023	
								Segment	CQ
Balance Of City	ACME_16708	10102221065	0	175 GATE HOUSE RD	SANFORD TX 04073	NotProvided	NotProvided	'6	19,548
Balance Of City	ACME_16367	10102338943	0	PO BOX ATTN: BLAINE MARTINEAU 1609	LEWISTON TX 04241	Professional, Scientific, and Technical Services	Advertising, Public Relations, and Related Services	'8	3,896
Balance Of City	ACME_16210	10103300256	0	555 MAIN ST STE 242	RACINE TX 53403	Manufacturing	Other Miscellaneous Manufacturing	'2	17,570
Balance Of City	ACME_08805	10103327317	0	955 BENTON AVE	WATERVILLE TX 04901	NotProvided	NotProvided	'1	18,260

## GIS Maps

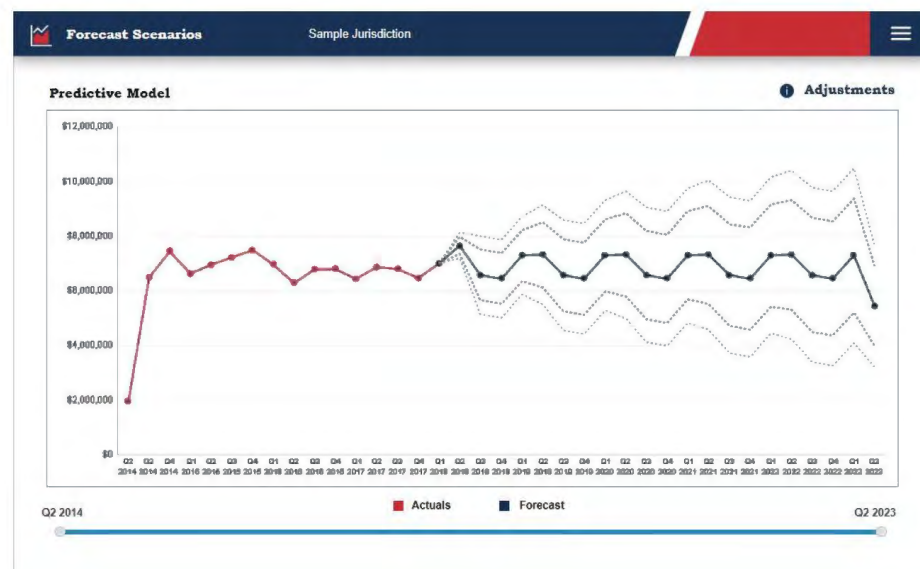


- ▶ Visualize your geo-areas and summarize by category and segment.
- ▶ Dynamically view the revenue changes in your geo-areas over time.
- ▶ Compare the performance of one geo-area to another.



## Cash Trends and Distribution Summaries

- ▶ Review the fiscal year-to-date totals for your cash.
- ▶ See which parts of your economy changed and the key retailers driving those cash changes.
- ▶ Compare your cash performance to other jurisdictions as a quick way of benchmarking performance.
- ▶ Review your cash distributions from the State (including pool amounts, where applicable).



Although this powerful analytics platform has been developed from a client use perspective (as outlined in the list of key features above), Avenu will use this tool internally in its efforts to discover payment and reporting errors. Please note that Clearview is not included with the Sales/Use Tax Audit and Recovery Service. Clearview is a separate product and service that is available for the City to purchase at an additional fee. Avenu can provide the City with a demonstration and free trial, should the City be interested in seeing how Clearview can help provide a greater understanding of the City's sales/use tax revenues and overall business community.

### 3.7 PROJECT SCHEDULE

Below, Avenu has outlined a general workplan for the City that shows our suggested schedule for these services.

**Kick-off meeting.** the City and Avenu's project teams will have an initial meeting to clarify the goals, objectives, timing, and responsibilities. As Avenu is and will be seen as an extension of the City's taxing authority, setting a clear understanding of this role within the local business community is important to overall success of this initiative.

**Proposed Schedule.** The timing for the proposed scope of work includes the following procedures and tasks designed to identify and correct reporting errors and secure revenue that is due to the City. As an example, if the services were to begin today:

- ▶ **Today** - Meet with designated the City official(s) to review updated service objectives and scope, Avenu's work plan schedule, public relations and logistical matters.
- ▶ **1<sup>st</sup> month and Ongoing** - Receive and process the monthly sales and use tax detailed confidentiality reports provided by the Comptroller.
- ▶ **2<sup>nd</sup> month and Ongoing** - Permit, payment and sourcing reviews to detect and document sales/use tax reporting errors.
- ▶ **3<sup>rd</sup> month and Ongoing** - Contact identified businesses to confirm errors exist and file correction claims with the Comptroller to secure past and/or prospective compliance, as applicable.
- ▶ **4<sup>th</sup> month and Ongoing** – Review, monitor and analyze the detailed confidentiality reports to confirm past and/or prospective compliance has been achieved.
- ▶ **Ongoing** - Maximize the City's income and minimize cost of lost revenue by detecting and documenting errors and misallocations before the revenues become unrecoverable.



## Experience – Comparable Contract Form #1

2024-0654R Audit of Sales Tax Collections

Contract ID and Name: Sales and Use Tax Auditing and Recovery Services

Client Name: City of Houston, TX

Contract Administrator: Kiran Chandu, Assistant Director, Finance Department

Address: 611 Walker Street 10th Floor, Houston TX 77002

Phone Number: (832) 393-9067

Email Address: kiran.chandu@houstontx.gov

Performance Period: From: 06/01/2011 to Ongoing (within the past 5 years)  
MM/DD/YYYY MM/DD/YYYY

Contract Details: Refer to Factor B for elements comparable in scope. Enter all appropriate details that will make this contract comparable in scope. No details or lack of details will be reflected in the score given to this factor.

Avenu has provided the City of Houston with Sales/Use Tax Audit and Recovery Services since 2011. To date, we have recovered over \$23 million in new sales tax revenue for the City of Houston. This contract involved the same scope elements of that which is required by El Paso. Avenu performs the Auditing of City Sales Tax Collections and examine the records but also ensure correction of records, ensure collection of unrealized sales tax revenue, and provide recommendations for improvements.

Offeror's Name: Avenu Insights & Analytics, LLC

## Experience – Comparable Contract Form #2

2024-0654R Audit of Sales Tax Collections

Contract ID and Name: Sales Tax Auditing and Recovery Services

Client Name: City of Dallas, TX

Contract Administrator: Mark Sann, City Auditor

Address: 1500 Marilla Street, Room 2FN, Dallas, TX 75201

Phone Number: 214.670.3222

Email Address: mark.swann@dallas.gov

Performance Period: From: 09/2022 to Ongoing (within the past 5 years)  
MM/DD/YYYY MM/DD/YYYY

Contract Details: Refer to Factor B for elements comparable in scope. Enter all appropriate details that will make this contract comparable in scope. No details or lack of details will be reflected in the score given to this factor.

In this contract, Avenu performs the audits of sales tax records and performs all the required scope functions required by the City of El Paso in this RFP.

Avenu provided the City of Dallas with Sales/Use Tax Audit and Recovery Services from 2010 through 2016 and recovered over \$6.1 million in new sales tax revenue for the City of Dallas. In late 2022, as result of the competitive bidding process, Avenu was once again awarded the City of Dallas' Sales/Use Tax Audit and Recovery Services contract. To date, we have recovered approx. \$2.5 million in new sales tax revenue for the City of Dallas for this second contract.

Offeror's Name: Avenu Insights & Analytics, LLC

### Experience – Comparable Contract Form #3

2024-0654R Audit of Sales Tax Collections

Contract ID and Name: Sales Tax Auditing and Recovery Services

Client Name: City of Plano, TX

Contract Administrator: Karen Rhodes-Whitley, Director of Budget & Research

Address: 1520 K Avenue, Ste. 360, Plano, TX 75074

Phone Number: 972.941.7472

Email Address: karenr@plano.gov

Performance Period: From: 02/01/2016 to Ongoing (within the past 5 years)  
MM/DD/YYYY MM/DD/YYYY

Contract Details: Refer to Factor B for elements comparable in scope. Enter all appropriate details that will make this contract comparable in scope. No details or lack of details will be reflected in the score given to this factor.

Avenu performs all elements of the City's Scope of Work for this project.

Avenu has provided the City of Plano with Sales/Use Tax Audit and Recovery Services since 2016. To date, we have recovered over \$8 million in new sales tax revenue for the City of Plano.

Offeror's Name: Avenu Insights & Analytics, LLC

## Experience – Comparable Contract Form #4

2024-0654R Audit of Sales Tax Collections

Contract ID and Name: Sales and Use Tax Auditing and Recovery Services

Client Name: City of Irving, TX

Contract Administrator: Mr. Bret Starr, Chief Financial Officer

Address: 825 W Irving Blvd, Irving, TX 75060

Phone Number: 972.721.2401

Email Address: bstarr@cityofirving.org

Performance Period: From: 04/2013 to Ongoing (within the past 5 years)  
MM/DD/YYYY MM/DD/YYYY

Contract Details: Refer to Factor B for elements comparable in scope. Enter all appropriate details that will make this contract comparable in scope. No details or lack of details will be reflected in the score given to this factor.

Avenu has provided the City of Irving with Sales/Use Tax Compliance Review and Recovery Services since 2013. To date, we have recovered over \$12.3 million in new sales tax revenue for the City of Irving.

In this contract, Avenu performed the same services as those requested by the City of El Paso, which include the audit of sales tax collections, examine the City's records and ensure the correction of those records, Avenu ensures the collection of unrealized sales tax revenue, and provide recommendations for improvements.

Offeror's Name: Avenu Insights & Analytics, LLC

## Experience – Comparable Contract Form #5

2024-0654R Audit of Sales Tax Collections

Contract ID and Name: Sales and Use Tax Auditing and Recovery Services

Client Name: City of Arlington, TX

Contract Administrator: Ethan Klos, Treasurer

Address: 101 W. Abram Street, Arlington, TX 76010

Phone Number: (817) 459-6303

Email Address: Ethan.Klos@arlingtontx.gov

Performance Period: From: 01/2008 to Ongoing (within the past 5 years)  
MM/DD/YYYY MM/DD/YYYY

Contract Details: Refer to Factor B for elements comparable in scope. Enter all appropriate details that will make this contract comparable in scope. No details or lack of details will be reflected in the score given to this factor.

Since 2008, Avenu has provided the City of Arlington, TX with Sales and Use Tax Compliance Review Services, and Clearview Analytics and Reporting services. Avenu has recovered over \$4,100,000 for the City.

Avenu provides the same services as requested by the City of El Paso.

Offeror's Name: \_\_\_\_\_





**A V E N U**  
INSIGHTS & ANALYTICS

## **CITY OF EL PASO, TX**

PROPOSAL FOR

### **AUDIT OF SALES TAX COLLECTIONS**

2024-0654R

#### **FACTOR D – CAPACITY AND CAPABILITY OF AGENCY’S RESOURCES**

SEPTEMBER 18, 2024



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# 1 CAPACITY AND CAPABILITY OF RESOURCES

As mentioned in our response to Factor A – General Overview of Agency and Services, Avenu has over 40+ years of proven capability and capacity to successfully execute Sales and Use Tax projects across the State of Texas. With over 700 employees, 10 national offices, being privately-owned provides Avenu the agility needed to support contracts all over the United States. As a demonstration of our capability, Avenu has provided similar services to the City, Franchise Fee Auditing, where we have recovered over **\$250,000** for the City. Avenu also provides the City with Hotel Occupancy Tax Auditing, where we have recovered over **\$550,000** in HOT revenue for the City.

Avenu maintains two (2) strategic offices in Texas, in Houston and Dallas, to best support our Texas clients. We offer our local government clients a full range of revenue enhancement and administrative solutions. Avenu works with communities of all sizes, from our smallest client with a population of just 150, to our largest client with a population of over ten (10) million. As a testament to our dedication to state and local governments, Avenu has been listed on the GovTech 100 list for the last six (6) consecutive years.

Since our founding over four decades ago, Avenu has successfully supported thousands of local jurisdictions with our full suite of compliance auditing and revenue enhancement services. We are public sector experts, and we understand the challenges faced by local jurisdictions like the City. We support many local jurisdictions in Texas with these same services. Our refined methodologies and processes are a direct result of the nearly 40 years we have been providing auditing services.

Avenu generates over **\$2.8 billion** in new general fund tax revenue for its local government clients each year. By doing this, we have earned our reputation as the premiere revenue enhancement partner to the public sector through our comprehensive audit services, proprietary data analytics, accurate forecasting, cost-effective administration services, and our commitment to our clients.

Avenu has a nationwide team of experts, comprised of Certified Public Accountants (CPA), Certified Revenue Examiners (CRE), audit managers, and analysts. The team works as a cohesive unit to pinpoint compliance issues, provide detailed reporting, and recover lost taxes on our government clients' behalf. Specific to sales tax and recovery services, Avenu's experts in Sales/Use Tax Audit and Recovery Services identify, correct, and optimize sales and use tax issues through comprehensive reviews. We have a dedicated team of examiners and accountants whose region-specific expertise has resulted in the discovery of millions in underreported taxes.

## Avenu Qualification Highlights

- ▶ 40+ years of Sales Tax Audit experience
- ▶ Provider of these services to El Paso since 2019
- ▶ Provider of similar services, Hotel Occupancy Tax Auditing, and Franchise Fee Auditing to the City
- ▶ Provide same services to some of the largest cities and Transit Agencies in Texas
- ▶ Two (2) offices in Texas – Houston and Dallas
- ▶ Same or similar services provided to over 900 agencies nationwide
- ▶ \$2.8+ billion in new general fund tax revenue generated for clients EACH year





## 1.1 EXPERIENCE IN TEXAS

Avenu is a recognized expert in the field of Sales/Use Tax Audit and Recovery Services, one of Avenu's core services, that we have offered for over 40 years. Avenu currently provides these services to several cities in Texas. We invest heavily in our people and technology to stay ahead of the market and serve our clients. Innovation allows us to use technically advanced canvassing techniques in conjunction with traditional methods to cast a wide net in capturing businesses not in compliance. **For the last five (5) years, Avenu has recovered over \$50,000,000 for Texas local jurisdictions.**



*Figure 1 - With Red representing Avenu offices, and Blue representing clients, Avenu has a nationwide footprint across all 50 states*

Our strong presence in the state allows us to actively monitor local and state legislative and regulatory policies in Texas. In fact, Avenu's lobbying efforts helped to create the Sales/Use Tax Audit and Recovery Service market in Texas by drafting SB 190. We offer the City unmatched expertise as a result. We support some of the largest cities in the state, this includes the cities of Dallas, Houston, El Paso, Irving, Plano, Arlington, and Richardson, as well as the Austin and Fort Worth transportation authorities. Due to this strong presence, we actively track and monitor legislative and regulatory policy specific to the State of Texas. We are a strong supporter of the Texas Municipal League, a recent Silver Sponsor at Texas City Management Association, and a Gold Sponsor of the Government Finance Officers Association of Texas.

## 1.2 SIMILAR ENGAGEMENTS

### City of Houston

Ms. Kiran Chandu, Assistant Director, Finance Department  
 611 Walker Street, 10th Floor, Houston, TX 77002

Email: [kiran.chandu@houstontx.gov](mailto:kiran.chandu@houstontx.gov)

Phone: 832.393.9067

Services/Results: Avenu has provided the City of Houston with Sales/Use Tax Audit and Recovery Services **since 2011**. To date, we have recovered over **\$23 million** in new sales tax revenue for the City of Houston.

### City of Dallas

Mr. Mark Swann, City Auditor  
 1500 Marilla Street, Room 2FN, Dallas, TX 75201

Email: [mark.swann@dallas.gov](mailto:mark.swann@dallas.gov)

Phone: 214.670.3222

Services/Results: Avenu provided the City of Dallas with Sales/Use Tax Audit and Recovery Services from 2010 through 2016 and recovered over **\$6.1 million** in new sales tax revenue for the City of Dallas. In late 2022, as result of the competitive bidding process, Avenu was once again awarded the City of Dallas' Sales/Use Tax Audit and Recovery Services contract. To date, we have recovered approx. **\$2.5 million** in new sales tax revenue for the City of Dallas for this second contract.

### City of Arlington, TX

Name: Ethan Klos, Treasurer

Phone: (817) 459-6303

E-Mail: [Ethan.Klos@arlingtontx.gov](mailto:Ethan.Klos@arlingtontx.gov)

Since 2008, Avenu has provided the City of Arlington, TX with Sales and Use Tax Compliance Review Services, and Clearview Analytics and Reporting services. Avenu has recovered over **\$4,100,000** for the City.

### Capital Metropolitan Transportation Authority

Ms. Nadia Nahvi, Controller

2910 East Fifth Street, Austin, Texas 78702

Email: [nadia.nahvi@capmetro.org](mailto:nadia.nahvi@capmetro.org)

Phone: 512.297.0392

Avenu has provided the Capital Metropolitan Transportation Authority with Sales/Use Tax Audit and Recovery Services **since 2013**. To date, we have recovered over **\$7 million** in new sales tax revenue for the Capital Metropolitan Transportation Authority.

### City of Plano

Ms. Karen Rhodes-Whitley, Director of Budget & Research

1520 K Avenue, Ste. 360, Plano, TX 75074

Email: [karenr@plano.gov](mailto:karenr@plano.gov)

Phone: 972.941.7472

Services/Results: Avenu has provided the City of Plano with Sales/Use Tax Audit and Recovery Services since 2016. To date, we have recovered over **\$8 million** in new sales tax revenue for the City of Plano.

## 1.3 QUALIFICATIONS / EXPERIENCE OF PERSONNEL

As described in our response in Factor A – General Overview of Agency and Services. Avenu offers the City of El Paso a team of experts with the capacity and capability to continue supporting the City in this project. Avenu has a dedicated team of over 100 Revenue Enhancement professionals that provide a full suite of tax compliance, recovery, and consultation services to over 900 clients across the United States. This team has direct experience supporting the City and is comprised of Certified Public Accountants (CPAs), Certified Tax Examiners (CTEs), Certified Revenue Examiners (CREs), Audit Managers, Analysts, and support personnel.

Avenu has two physical offices in Dallas and Houston, with additional support from our other 10 regionally placed offices across the nation. Avenu is well adept at leveraging our substantial corporate resources to ensure our clients are supported. Below we provide a view of each staff member's key roles and responsibilities along with relevant experience that makes them a good fit for the City.

On the following pages, Avenu offers summary biographies of our Key Personnel that will support the City of El Paso.

### 1.3.1 KEY PERSONNEL

#### VP TEXAS SALES & USE TAX, CHRIS YEARY, CPA



As Vice President, Chris is responsible for overseeing the contract, managing day-to-day operations for Sales Tax Review services and serving as the primary contact for the City. Chris will use his vast experience with sales and use tax, and the City to play a key role in planning, executing, monitoring and controlling the project. He will conduct in-depth reviews to detect possible local sales and use tax errors, contacting taxpayers to discuss and determine local sales and use tax compliance, and facilitating corrective action to gain past and/or prospective local sales and use tax compliance. Highlights of Chris' relevant experience include:

- 28 years of experience in providing sales and use tax consulting services working on behalf of Texas local taxing jurisdictions and businesses
- Licensed Certified Public Accountant in Texas
- Previous experience with PriceWaterhouseCoopers' (PwC) State and Local Tax group in Dallas where he specialized solely in sales and use taxes by assisting his business clients with multistate and local sales/use tax refund compliance reviews,
  - defending/minimizing state sales and use tax audits,
  - negotiating voluntary disclosure agreements, and
  - analyzing state and local sales/use tax consequences of various business transactions.
- Education: BA in Business Administration (Accounting), University of Texas at Austin  
Masters in professional accounting (Taxation), University of Texas at Austin
- Professional memberships include the Texas Society of CPAs and the American Institute of CPAs

#### MANAGER, TEXAS SALES & USE TAX, DEBBIE MENDOZA



Debbie is responsible for managing Avenu's examiners and analysts as well as performing in-depth reviews to detect local sales and use tax errors. She actively contacts taxpayers using a business-friendly and educational approach to discuss and determine local sales and use tax compliance. When needed, Debbie works to facilitate corrective action to gain past and/or prospective local sales and use tax compliance. Highlights of Debbie's relevant experience include:

- 30+ years of professional accounting experience in which the last 15 years have been with Avenu
- Investigating sales tax permits to identify businesses not properly permitted for their places of business.
- Thoroughly reviewing and identifying businesses that may be incorrectly sourcing and reporting local sales/use taxes
- Partnering with Texas clients to provide local sales tax review services
- Contacting taxpayers to share Texas tax law, policies, and work with the businesses to achieve past and/or prospective local sales/use tax compliance.
- Working with the Texas Comptroller and taxpayers to correct sales tax permit and reporting errors
- Training and managing staff on local sales/use tax compliance review and recovery services
- 19 years with PricewaterhouseCoopers' State and Local Tax group located in Dallas where Debbie defended/minimized multistate and local sales/use tax audits and performed multistate and local sales/use tax research and refund review
- Education: BA (Technical Management), DeVry University  
MBA (Accounting), Keller Business School of Management

### DIRECTOR, ANALYTICS & REPORTING, IRENE REYNOLDS

Irene manages the Clearview Analytics (STARS) and Reporting Team and is responsible for providing critical and complex analytics, forecasting and reporting to Avenu's Texas sales and use tax clients. Under her leadership, the team takes the important first step of cleaning and standardizing raw sales tax data to ensure data integrity. Irene maintains geographic areas and creates sub-areas to further investigate sales tax generation and trends. Deadlines are seamlessly managed, and Irene is accustomed to responding quickly to time sensitive and urgent requests. She also partners with clients to develop meaningful custom reports, charts and/or tables to provide answers not addressed in standard reports. As required by the Texas State Comptroller, Irene oversees and ensures that only authorized personnel obtain credentials to access the application and budgetary information. Highlights of Irene's relevant experience include:



- 20 years with Avenu where she has worked with data and explored and experienced a vast array of both simple and complex anomalies
- 15 years of experience working closely with cities in Texas
- Managing production flow of data review cycle to meet critical deadlines and produce meaningful reports and metrics to Texas clients
- Actively providing research for Avenu's Economic Analysis Team
- Hosted several Clearview Analytics (STARS) training webinars to Texas clients to enhance their knowledge and leverage the application
- Previous Team Lead for the Data Intelligence Department where she assisted in directing the data processing for all of Avenu's clients
- An Associate in Science degree in Business Administration.
- Professional membership in Phi Theta Kappa (High Honor Society for Superior Scholastic Achievement)

### 1.3.2 SENIOR LEADERSHIP TEAM

#### VICE PRESIDENT OF TAX COMPLIANCE, MIKE PORTIS, CPA, CFE



As Avenu's Vice President of Tax Compliance, Mike oversees Avenu's strategy, determines resources, enhances internal structure, and positions the business unit and its clients for success. Ultimately, Mike is responsible for the success and management of client projects involving a full suite of compliance services across several tax types and data analytics/reporting. He oversees the team providing his leadership, expertise, direction, and training. Preferring a hands-on approach, Mike enjoys engaging directly with clients for touch points and as needed. Highlights of Mike's relevant experience include:

- Certified Public Accountant (CPA) in Texas
- Certified Fraud Examiner (CFE)
- 24 years of tax and examination experience which includes employment for Ernst & Young in NC and the following firms in Texas: KPMG, Enron, and Arthur Anderson
- Managing tax data analytics for \$12 billion annually of client accounts payable spend
- Adeptly advising clients on tax process and systems improvement
- Examining Fortune 500 firms for corporate income, franchise, and sales and use tax compliance
- Identifying and investigating potential non-filers
- U.S. Army Veteran
- Education: BA (Accounting), University of Texas at San Antonio.  
Doctor of Jurisprudence, University of Houston Law Center



## 1.4 EXECUTIVE SPONSOR

### CHIEF EXECUTIVE OFFICER, PAUL COLANGELO



Paul has nearly 25 years of executive leadership and a track record as a trusted advisor at the state and local levels. Paul not only leads the operations, strategy, and growth of Avenu, he is directly involved in the day-to-day operations of our Sales and Use Tax teams and has an avid interest in maintaining the City's contract. Paul previously served as President and COO at Library Systems & Services, as well as President of Appriss — where his strategic vision led to the portfolio revenue growth and diversification. Before Appriss, Paul was Vice President of Convergys Global Business Unit, managing client services programs in government, automotive, and transportation markets. Paul earned his bachelor's degree from Seton Hall University

and his MBA from Strayer University. And as part of his ongoing commitment to serving state and local communities nationwide, he serves an active Advisory Board member for the National Center for Missing & Exploited Children, Board Treasurer for Blessings in a Backpack, and Vice Chairman of the Board for Prince William County Service Authority.

- 25 years of serving state and local governments
- Serves as a direct line of Executive Leadership support
- Regularly meets with clients to ensure the highest level of support
- Deep commitment to a Customer-Driven Culture and Strategy including our Core Values (Client-Focused, Responsiveness, Caring, Passionate, Integrity)
- Direct oversight of all Customer Satisfaction (CSAT) reporting and KPIs on a quarterly basis





**A V E N U**  
INSIGHTS & ANALYTICS

## **CITY OF EL PASO, TX**

PROPOSAL FOR

**AUDIT OF SALES TAX COLLECTIONS**

2024-0654R

**FACTOR E – NUMBER OF HOURS  
DEDICATED TO ENGAGEMENT**

SEPTEMBER 18, 2024



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## FACTOR E - NUMBER OF HOURS

We have provided our Sales Tax Compliance Review service to some of the largest cities in the state (e.g. Arlington, Dallas, Garland, Houston, Irving, Plano, etc.)

We believe that our commitment level and track record demonstrate our abilities to serve the largest of Texas local jurisdictions and provide a similar level of service and results for the City of El Paso. Avenu will commit to devoting all of the expertise and institutional knowledge of the team to this project. Based on our extensive experience, we would fully anticipate falling somewhere in the 200-300 hours range as provided for in this RFP.



**City of El Paso  
Purchasing & Strategic Sourcing Department**

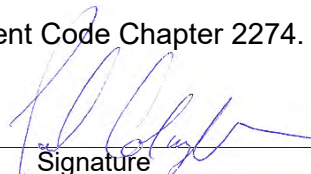
**Certification Regarding Discrimination Against Firearm & Ammunition Industries**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE**

I, Paul Colangelo (Full Name) the undersign  
representative of Avenu Insights & Analytics, LLC (Company  
Name) (herein after referred as Vendor) hereby Certifies that:

- (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and
- (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.

For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
09/18/24  
Date



**City of El Paso**  
**Purchasing & Strategic Sourcing Department**  
**Certification Regarding Boycotting of Energy Company**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE**

I, Paul Colangelo (Full Name) the undersign  
representative of Avenu Insights & Analytics, LLC (Company  
Name) (herein after referred as Vendor) hereby Certifies that:

1. It is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809.
2. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and VendorCompanies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
09/18/24  
Date



**Purchasing & Strategic Sourcing Department**

**Certification Regarding Terrorist Organizations & Boycotting of Israel**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT**

I, \_\_\_\_\_ (Full Name) the undersign representative of  
\_\_\_\_\_  
\_\_\_\_\_  
(Company Name) (herein after referred as Vendor)  
hereby Certifies that:

1. It is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.
2. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (See Texas Government Code Chapter 2270.002 and 2252.151-154.)

Signature

A handwritten signature in black ink, appearing to be 'J. L. Galt', written over a horizontal line.

Date

A horizontal line for the date.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Avenu Insights & Analytics, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

09/14/24

Date



# 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 N/A

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.

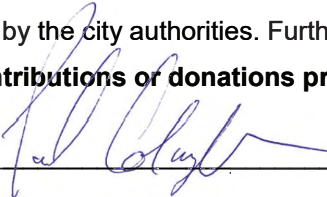
OR



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	N/A	
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

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

Signature:  Date: 09/18/24





September 18, 2024

DISCLOSURE – Audit of Sales Tax Collections - 2024-0654R

Avenu Insights & Analytics, LLC attests that it has no pending litigation, acquisitions or mergers, civil or criminal, or otherwise any other matters that would impact our ability to successfully provide these services to the City of El Paso.

Thank you,

A handwritten signature in blue ink, appearing to read 'Paul Colangelo', written in a cursive style.

Paul Colangelo, CEO

Avenu Insights & Analytics, LLC

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Avenu Insights & Analytics, LLC  
Centreville, VA United States

**Certificate Number:**  
2024-1216065

**Date Filed:**  
09/18/2024

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of El Paso, TX

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2024-0654R  
Audit of Sales Tax Collections

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



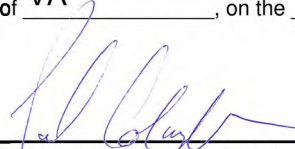
### 6 UNSWORN DECLARATION

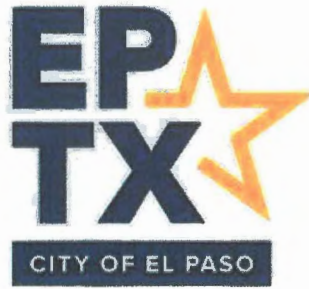
My name is Paul Colangelo, and my date of birth is 06/26/72.

My address is 5860 Trinity Pkwy, Suite 120, Centreville VA 20120,  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfax County, State of VA, on the 18 day of September, 2024.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



## Purchasing & Strategic Sourcing Department

### Indebtedness Affidavit

#### **THIS IS AN OFFICIAL PURCHASING DOCUMENT**

Before me, the undersigned authority, on this day personally appeared Paul Colangelo [FULL NAME] (hereafter "**Affiant**"), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

A. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.

B. Affiant is an authorized representative of the following company or firm: Avenu Insights & Analytics, LLC  
[Contracting Entity's Corporate or Legal Name] (hereafter, "**Contracting Entity**").

C. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2024-0654R Audit of Sales Tax Collections* which is expected to be in an amount that exceeds \$50,000.00.,

D. Contracting Entity is organized as a business entity as noted below (check box as applicable):

#### **For Profit Entity (select below):**

- ☐ Sole Proprietorship
- ☐ Corporation
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Joint Venture
- ☒ Limited Liability Company
- ☐ Other (Specify type in space provided below):  
\_\_\_\_\_

#### **For Non-Profit Entity or Other (select below):**

- ☐ Non-Profit Corporation
- ☐ Unincorporated Association

E. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

#### **Contracting Entity:**

Name	N/A
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	
Texas Sales Tax Number	

**5% Owner(s) or Officers of Unincorporated Association \*\* (If none, state "None"):**

Name	None
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

**\*\*Attach additional pages if necessary to supply the required names and addresses.**

- F. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "**City**"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low bidder or successful proposer that is indebted to the City.
- G. Affiant understands that the term "**Debt**" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
- H. Affiant understands that the term "**Delinquent**" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
- I. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

N/A

- J. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

N/A

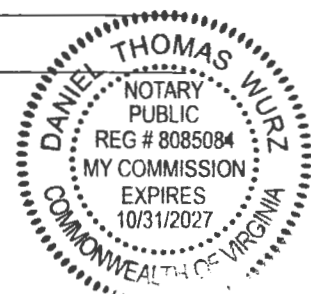
- K. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

**Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.**

SUBSCRIBED AND SWORN to before me on this

Signature [Signature]  
18 day of September, 2024

Notary Public  
Daniel Wurz  
Printed Name  
10/31/27  
Commission Expires





## Purchasing & Strategic Sourcing Department

### Non-Collusion and Business Disclosure Affidavit

#### THIS IS AN OFFICIAL PURCHASING DOCUMENT

Before me, the undersigned official, on this day, personally appeared Paul Colangelo, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the "Bidder") which is submitting a response to 2024-0654R Audit of Sales Tax Collections  
Avenu Insights & Analytics, LLC (Name of Bidder).
3. **BY SUBMITTING THIS BID, I CERTIFY THAT BIDDER AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**
4. I have listed in Paragraph 10 below all the names the Bidder uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.
5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the bidder/proposer used a trade name in the Solicitation documents is other than the name under which company was organized).
6. **Material Change in Organization or Operation.** *Except as described in Paragraph 10 below*, I certify that Bidder is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Bidder's ability to carry out the contract with the City of El Paso.
7. **Debarment/Suspension.** *Except as described in Paragraph 10 below*, I certify that Bidder and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in Paragraph 10 below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.  
  
I understand the Bidder is obligated to immediately inform the City in the event that the Bidder is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.
8. **Default/Termination of Contracts.** *Except as described in Paragraph 10 below*, I certify that, within the last 24 months, there are no Contract(s) between the Bidder and a governmental entity that have been terminated, with or without the Bidder's default. If such a contract has been terminated within the last 24 months, state in Paragraph 10 below the reason for or circumstances surrounding the termination.
9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Bidder's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.





10. Additional Information (state the number of paragraph above which corresponds to the information provided)

Avenu has included our Certificate from Delaware, the state in which Avenu was organized, along with our W-9.

*(Attach additional pages if needed)*

*Attached are the following:*

Certificate of Organization (required by Paragraph 5)  
Taxpayer Identification (required by Paragraph 9)

**I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 371.10. In addition, by providing false information on this Affidavit, the Bidder it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Bidder by the City of El Paso.**

SUBSCRIBED AND SWORN to before me on this

Signature

18

day of

September

, 2024

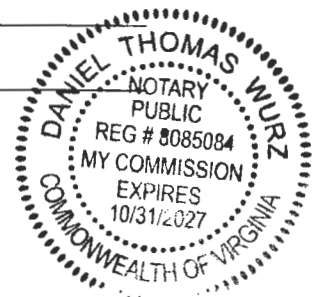
Notary Public

Daniel Wurz

Printed Name

10/31/27

Commission Expires



(Rev. Sept. 2009)

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Avenu Insights & Analytics, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5860 Trinity Parkway, Suite 120

6 City, state, and ZIP code

Centreville, VA 20120

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

### Employer identification number

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

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person

Date ► 08/01/24

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**EXHIBIT C**  
**PROPOSAL COST**





# Purchasing & Strategic Sourcing Department

## ELECTRONIC SUBMITTAL

### MAYOR

Oscar Leeser

November 1, 2024

### CITY COUNCIL

#### District 1

Brian Kennedy

#### District 2

Dr. Josh Acevedo

#### District 3

Cassandra Hernandez

#### District 4

Joe Molinar

#### District 5

Isabel Salcido

#### District 6

Art Fierro

#### District 7

Henry Rivera

#### District 8

Chris Canales

### CITY MANAGER

Dionne Mack

Avenu Insights and Analytics, LLC  
Attn: Daniel Wurz  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120

RE: Negotiations – 2024-0654R Audit of Sales Tax Collections

Dear Mr. Wurz,

The City of El Paso has evaluated the proposal that your company submitted in response to RFQ Number 2024-0654R Audit of Sales Tax Collections. It is my pleasure to inform you that, after the evaluation of proposals, we have selected Avenu Insights and Analytics, LLC as one of the offerors to proceed to the "Negotiation" phase of the contractor selection process.

Therefore, in accordance with Attribute 18 Evaluation and Award Process, Item #7 of the RFQ, we invite you to submit a negotiation letter to the City of El Paso. Specific list of requested items is shown on the following page. You must submit the letter to the City of El Paso by e-mail, on or before, November 8, 2024 before 5:00 p.m. MST to be considered for selection for the award of the contract.

This letter is only an invitation to participate further in the RFQ process; it does not convey or imply anything more. This letter is not intended to be a binding commitment to contract with your company, nor will the City of El Paso be obligated in any manner until the City Council takes formal action to award a contract. Accordingly, all activities in furtherance of this process, including your compliance with the conditions set forth in this letter, are considered to be at your sole cost.

Sincerely,

for *Rhonda N Easter*

K. Nicole Cote  
Managing Director  
Purchasing & Strategic Sourcing Department

cc: Miguel A. Montiel, Internal Audit Department  
Bid File

(PS:KNC)

**K. Nicole Cote – Managing Director**

Purchasing & Strategic Sourcing | 300 N. Campbell | El Paso, TX 79901  
(915) 212-0043 | CoteKN@elpasotexas.gov



# Purchasing & Strategic Sourcing Department

**MAYOR**  
Oscar Leaser

November 1, 2024

RE: Negotiations – 2024-0654R Audit of Sales Tax  
Collections Page 2 of 2

**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

**NEGOTIATIONS  
FEE PROPOSAL**

Term: Initial term of 3 years with a one, two-year option to extend for a total of 5 years.

Initial Term	Annual Audit Service Fee
Year 1	\$ 0
Year 2	\$ 0
Year 3	\$ 0
Initial Term Total	\$ 0

Option to Extend	Annual Audit Service Fee
Year 4	\$ 0
Year 5	\$ 0
Total Option to Extend	\$ 0
Grand Total (Initial Term + Option Years)	\$ 0

**Revenue Recovery Assumption**

Estimated Revenue Recover Over 5 Years	Contingency Fee Rate	Fees Over 5 Years
\$ TBD	25 %	\$ 0

**K. Nicole Cote – Managing Director**  
Purchasing & Strategic Sourcing | 300 N. Campbell | El Paso, TX 79901  
(915) 212-0043 | CoteKN@elpasotexas.gov



# 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	Paul Colangelo
Business Name	Avenu Insights & Analytics, LLC
Agenda Item Type	2024-0654R Audit of Sales Tax Collections
Relevant Department	Internal Audit

**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.

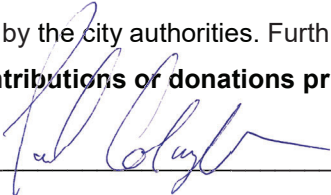
OR



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	N/A	
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

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

Signature: 

Date: 09/18/24



Legislation Text

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File #: 25-158, Version: 1

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**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  
Environmental Services Department, Nicholas, N. Ybarra, (915) 212-6025

**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: 8.5 Improve air quality throughout El Paso.

**Award Summary:**

The award of Solicitation 2025-0201 Continuous PM Light Scattering Monitors (Re-Bid) to Teledyne Instruments, Inc., dba Teledyne API for a one-time purchase for an estimated amount of \$93,756.00. This contract will allow Environmental Services to purchase two (2) continuous light scattering particulate monitors used to measure particulate matter to meet the Environmental Protection Agency (EPA) requirements as a Federal Equivalent Method (FEM).

**Contract Variance:**

Not applicable, new contract.

Department: Environmental Services

Award to: Teledyne Instruments, Inc., dba Teledyne API

City & State: Thousand Oaks, CA

Item(s): All

Initial Term: One-time

Option Term: NA

Total Contract Time: One-time

Annual Estimated Award: One-time

Initial Term Estimated Award: \$93,756.00

Option Term Estimated Award: NA

Total Estimated Award: \$93,756.00

Account(s): 334 - 3110 - 580290 - 34030 - P3436 - GT342523

Funding Source(s): Environmental Services- Air Quality Monitoring Equipment Grant

District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Environmental Services Department recommend award as indicated to Teledyne Instruments, Inc., dba Teledyne API 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.

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



**DEPARTMENT:** Environmental Services  
Purchasing & Strategic Sourcing

**AGENDA DATE:** February 4, 2025

**PUBLIC HEARING DATE:** NA

**CONTACT PERSON NAME:** Nicholas N. Ybarra, Director **PHONE NUMBER:** (915)212-6025  
K. Nicole Cote, Managing Director **PHONE NUMBER:** (915)212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 8 – Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.5 Improve air quality throughout El Paso

**SUBJECT:**

The award of solicitation 2025-0201 Continuous PM Light Scattering Monitors (Re-Bid) to Teledyne Instruments, Inc., dba Teledyne API for a one-time purchase for an estimated amount of \$93,756.00. This contract will allow Environmental Services to purchase two (2) continuous light scattering particulate monitors used to measure particulate matter to meet the Environmental Protection Agency (EPA) requirements as a Federal Equivalent Method (FEM).

**BACKGROUND / DISCUSSION:**

This contract will meet the United States Environmental Protection Agency (USEPA) as directed via the Federal Clean Air Act to develop state implementation plans to comply with federal Air Quality Standards, including air monitoring for specific criteria pollutants and meteorological data. The state of Texas' leading environmental agency, The Texas Commission on Environmental Quality (TCEQ), through a grant, contracts the City of El Paso to conduct air-monitoring activities for the City, subject to State and Federal Air Monitoring Guidelines. One required guideline is air-monitoring networks use selected air-monitoring equipment determined by the USEPA to meet strict measurement performance criteria to ensure accurate data. The primary objective of the American Rescue Plan (ARP) project through which this grant is funded, is to enhance monitoring of particulate matter (PM) by replacing noncontinuous monitors with continuous monitors and minimize data collection interruptions in and near underserved communities around industrial sources that may be associated with increased vulnerability to COVID-19.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

A pre-proposal meeting was held on November 27, 2024. There were no attendees.

**SELECTION SUMMARY:**

Solicitation was advertised on November 19, 2024 and November 26, 2024. The solicitation was posted on City website on November 19, 2024. There were a total number in thirteen (13) viewers online; one (1) bid was received; none from local suppliers. An Inadequate Competition Survey was conducted.

**CONTRACT VARIANCE:**

Not applicable, new contract.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$93,756.00  
Funding Source: 334 – 3110 – 580290 – 34030 - P3436 - GT342523  
Account: Environmental Services - Air Quality Monitoring Equipment Grant

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
NA	NA

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Nicholas N. Ybarra, Director

  
\_\_\_\_\_  
K. Nicole Cote, Managing Director



Project Form  
Low Bid

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Consent Agenda for the City Council of February 4, 2025.

Strategic Goal 8 - Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection: 8.5 Improve air quality throughout El Paso

**Award Summary:**

The award of solicitation 2025-0201 Continuous PM Light Scattering Monitors (Re-Bid) to Teledyne Instruments, Inc., dba Teledyne API for a one-time purchase for an estimated amount of \$93,756.00. This contract will allow Environmental Services to purchase two (2) continuous light scattering particulate monitors used to measure particulate matter to meet the Environmental Protection Agency (EPA) requirements as a Federal Equivalent Method (FEM).

**Contract Variance:**

Not applicable, new contract.

Department:	Environmental Services
Award to:	Teledyne Instruments, Inc., dba Teledyne API
City & State:	Thousand Oaks, CA
Item(s):	All
Initial Term:	One-time
Option Term:	NA
Total Contract Time:	One-time
Annual Estimated Award:	One-time
Initial Term Estimated Award:	\$93,756.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$93,756.00
Account(s):	334 – 3110 – 580290 – 34030 - P3436 - GT342523
Funding Source(s):	Environmental Services - Air Quality Monitoring Equipment Grant
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Environmental Services Department recommend award as indicated to Teledyne Instruments, Inc., dba Teledyne API 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.



# CITY OF EL PASO

## BID TABULATION FORM

**BID TITLE:** Continuous PM Light Scattering Monitors (Re-Bid)**BID NO:** 2025-0201**BID DATE:** December 18, 2024**DEPARTMENT:** Enviromental Services

				Teledyne Instruments, Inc. dba Teledyne API Thousand Oaks, CA Bidder 1 of 1			
Item No.	Description	Unit Of Measure	Quantity (A)	Price (B)	Total (C = A X B) (C)		
1	Continuous Particulate Matter (PM) Light Scattering Monitor	Each	2	\$ 46,878.00	\$ 93,756.00		
					\$ 93,756.00		

**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)	NA		
NO OPTION OFFERED	NA		
AMENDMENTS ACKNOWLEDGED:	YES		

**BIDS SOLICITED:** 202      **LOCAL BIDS SOLICITED:** 98      **BIDS RECEIVED:** 1      **LOCAL BIDS RECEIVED:** 0      **NO BID:** 1**NOTE:** The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

**2025-0201 Continuous PM Light Scattering Monitors (Re-Bid)  
Viewer's List**

<u>No.</u>	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>
1	Construction Reporter		Viewed	Albuquerque	NM
2	City of Austin - Financial Services Department		Viewed	Austin	TX
3	Zeraus Iluminacion	11/26/2024	No Bid	El Paso	TX
4	Bright Bolt Enterprises, Inc.		Viewed	EL PASO	TX
5	Brock & Bustillos Inc.		Viewed	El Paso	TX
6	Life Landscaping		Viewed	el paso	TX
7	RBM Engineering, Inc.		Viewed	El Paso	TX
8	Rio Grande Lighting		Viewed	El Paso	TX
9	Rolo Construction Services (Rolo Enterprises LLC)		Viewed	El Paso	TX
10	The PlanIt Room		Viewed	El Paso	TX
11	North America Procurement Council Inc., PBC		Viewed	Grand Junction	CO
12	Teledyne API (Teledyne Instruments, Inc.)	12/12/2024	Submitted	San Diego	CA
13	Ambilabs LLC		Viewed	Warren	RI

# 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 Joel Bloom

Business Name Teledyne Instruments, Inc., dba Teledyne API

Agenda Item Type 2025-0201 Continuous PM Light Scattering Monitors (Re-Bid)

Relevant Department Environmental Services 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		

**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: \_\_\_\_\_

June 27, 2024



Legislation Text

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File #: 25-177, Version: 1

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**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**

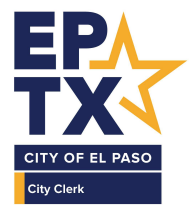
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

**AGENDA LANGUAGE:**

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

Discussion and action to approve a Resolution 1) repealing the \$25,000.00 discretionary fund expenditure approved on October 24, 2022 to improve the Westside Community Dog Park and Lower Tom Lea Dog Park as those projects may be better addressed with other internal City funds, and to now return the funds to the District 1 Discretionary Account, and 2) to repeal the August 13, 2024 transfer of \$52,165.87 out of the District 1 Discretionary Account, and to now approve the transfer and return of \$52,165.87 to the District 1 Discretionary Account from the City's General Fund.

CITY OF EL PASO, TEXAS  
AGENDA ITEM  
AGENDA SUMMARY FORM



DEPARTMENT: Mayor & Council

AGENDA DATE: 02/04/2025

CONTACT PERSON NAME Representative Alejandra

PHONE NUMBER: 1-915-212-0001

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: 6-Set the Standard for Sound

SUBGOAL:

**SUBJECT:** Discussion and action to approve a Resolution 1) repealing the \$25,000.00 discretionary fund expenditure approved on October 24, 2022 to improve the Westside Community Dog Park and Lower Tom Lea Dog Park as those projects may be better addressed with other internal City funds and to now return the funds to the

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)	DATE

**BACKGROUND / DISCUSSION:**

Discretionary Funds available for use within District 1 for special projects.

**PRIOR COUNCIL ACTION:**

1) On October 24, 2022 council approved the transfer of \$25,000.00 from District 1 discretionary funds as an expenditure to improve the Westside Community Dog Park and Lower Tom Lea Dog Park; 2) On August 13, 2024 council approved the transfer of \$52,165.87 from the District 1 discretionary account to the City's General Fund.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

## RESOLUTION

**WHEREAS**, on October 25, 2022 the City Council passed a resolution that authorized the expenditure of District 1 discretionary funds in an amount not to exceed \$25,000.00 to improve the Westside Community Dog Park and Lower Tom Lea Dog Park; and

**WHEREAS**, the City Manager was authorized to effectuate any budget transfers necessary to ensure the proper expenditure of the fund for the public purpose; and

**WHEREAS**, the Representative of District 1 desires that the City Council repeal the authorization of the discretionary fund expenditure in an amount not to exceed \$25,000.00 to improve the Westside Community Dog Park and Lower Tom Lea Dog Park because the estimated cost of the project would be best suited by addressing with internal City of El Paso resources; and

**WHEREAS**, on August 13, 2024, by motion on the dais, the City Council approved the transfer of \$52,165.87 from the District 1 Discretionary Account to the City's General Fund; and

**WHEREAS**, the Representative of District 1 desires that the City Council authorize the return of the \$52,165.87 from the City's General Fund to the District 1 Discretionary Account.

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

**THAT** the City Council repeals the previously authorized District 1 discretionary fund expenditure in the amount not to exceed \$25,000.00 and return the \$25,000.00 to the District 1 Discretionary Account.

**THAT** the City Council authorize the return of the previously authorized District 1 Discretionary Account transfer of \$52,165.87 from the General Fund back to the District 1 Discretionary Account.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025

*(Signatures on Following Page)*



**THE CITY OF EL PASO:**

---

Renard U. Johnson  
Mayor

**ATTEST:**

---

Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



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Jesus A. Quintanilla  
Assistant City Attorney



Legislation Text

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File #: 25-182, Version: 1

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**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 Josh Acevedo, (915) 212-0002

Members of the City Council, Representative Ivan Niño, (915) 212-0005

**AGENDA LANGUAGE:**

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

Discussion and action to request that the elected El Paso Municipal Court Judges participate in a planning meeting of City Council during a future Council work session to coordinate efforts and establish strategic planning sessions to incorporate the Municipal Court Judges into the City's Strategic Plan.

CITY OF EL PASO, TEXAS  
AGENDA ITEM  
AGENDA SUMMARY FORM



DEPARTMENT: Mayor & Council

AGENDA DATE: 02/04/2025

CONTACT PERSON NAME Representative Josh Acevedo, PHONE NUMBER: 915-212-0002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 6 - Set the Standard for Sound

SUBGOAL:

**SUBJECT:** Discussion and action to request that the elected El Paso Municipal Court Judges participate in a planning meeting of City Council during a future Council work session to coordinate efforts and establish strategic planning sessions to incorporate the Municipal Court Judges into the City's Strategic plan

**COMMUNITY AND STAKEHOLDER OUTREACH:**

Constituents have contacted my office on a number of issues. Meetings with staff from multiple departments, including Planning and Inspections, Animal Services, and the Historic Preservation Officer.

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)	DATE

**BACKGROUND / DISCUSSION:**

Improve City functions and increase resident satisfaction with City services.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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



Legislation Text

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**File #: 25-185, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

**AGENDA LANGUAGE:**

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

Discussion and action on a Resolution that the City of El Paso hereby appoints the following board members to the Camino Real Regional Mobility Authority Board for the positions identified below, which shall take effect on February 4, 2025:

1. Mathew McElroy, Position 2, term expiring on February 1, 2027.
2. Lina Ortega, Position 6, term expiring on February 1, 2027.

## RESOLUTION

**WHEREAS**, by Resolution of March 13, 2007, the City Council of the City of El Paso created the Camino Real Regional Mobility Authority (CRRMA) and named its initial Board;

**WHEREAS**, in accordance with Section 370.251 of the Texas Transportation Code and the City of El Paso's Petition and Request for Authorization to Form the Camino Real Regional Mobility Authority, as approved by the Texas Transportation Commission, the terms for CRRMA Board positions expire on February 1 of each year;

**WHEREAS**, in an effort to ensure the continuity of the CRRMA through the avoidance of any vacancies in City-appointed positions of the CRRMA Board, the City Council desires to make appointments to Positions 2 and 6, which shall become effective on February 4, 2025.

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

That the City of El Paso hereby appoints the following board members to the Camino Real Regional Mobility Authority Board for the position(s) identified below, which shall take effect on February 4, 2025:

1. Lina Ortega, Position 2, term expiring on February 1, 2027.
2. Mathew McElroy, Position 6, term expiring on February 1, 2027.

**APPROVED** on this \_\_\_\_ day of February 2025.


**THE CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Karla M. Nieman  
City Attorney



## Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	02/04/25
Name of Board	Camino Real Regional Mobility Authority
Agenda Posting Language	
Discussion and action on a Resolution that the City of El Paso appoints to the Camino Real Regional Mobility Authority Lina Ortega to Position 6, whose term will expire on February 1, 2026.	
Appointment Type	Regular
Member Qualifications	
A person whose duties include daily operation of the CRRMA.	
Nominee Name	Lina Ortega
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	
Board Membership	
Border Relations Committee of City of El Paso Member, 2006 to 2010 Chair 2009-10, Vice-Chair 2007-08 El Paso Housing Finance Corporation (City of El Paso) Board Member, 2001-2003	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Dorothy Byrd
Reason for Vacancy	Term Expired
Date of Appointment	02/04/25
Term Begins On	02/04/25
Term Expires On	02/01/27
Term	First Term

# **EVELINA ORTEGA**

**Attorney at Law  
El Paso, Texas**

<b>AREA OF EXPERTISE</b>	Civil Trial Attorney
<b>BAR ADMISSIONS</b>	State of Texas, November 1978 Fifth Circuit Court of Appeals, May 1980 Western District of Texas, January 1980 Northern District of Texas, February 1980
<b>CERTIFICATION</b>	Personal Injury Trial Law Texas Board of Legal Specialization December 1992 to 2022
<b>HONORS</b>	Texas State Bar Award- Texas Legal Legion February 17, 2022  The Best Lawyers in America 2007 to present  Bar Register of Preeminent Women Lawyers Martindale-Hubbell 2011 to present  Texas Super Lawyer 2009-10, 2014
<b>EDUCATION</b>	University of Texas School of Law (1976-78) Austin, Texas Doctor of Jurisprudence, 1978  University of Texas (1974-75) Austin, Texas Bachelor of Arts in Government (minor in Economics) with Honors, 1975  University of Texas (1973-74) El Paso, Texas
<b>EMPLOYMENT</b>	Texas State Representative for District 77 January 2017 to January 14, 2025

Solo Attorney Practitioner, 1989 to Present. Represent civil litigants in personal injury, employment, and products liability matters with emphasis in medical cases.

Caballero & Ortega, 1986-89. Represented civil litigants.

Assistant Federal Public Defender, 1982-86. Represented indigents charged with federal offenses at Federal Public Defenders Office.

Solo Attorney Practitioner, 1980-81.

Assistant Attorney General, 1978-80. Represented the State of Texas in a major Federal Class Action Civil Rights lawsuit and later handled writs of habeas corpus lawsuits in Texas Attorney General's Office.

Law Clerk at Texas Attorney General's Office, 1977-78. Performed legal research and assisted in Federal Class Action lawsuit.

## **AFFILIATIONS**

El Paso Bar Association  
Member, 1980 to present

El Paso Bar Foundation  
Board of Directors  
2010 to 2022  
Past President

El Paso Women's Bar Association  
President, 1985

El Paso Trial Lawyers Association  
President, 1997

Texas Trial Lawyers Association  
Associate Director, 1992-93  
Director, 1994-95

United States District Court  
Western District of Texas  
Member, Admissions Committee



1985-2010

Mexican American Bar Association  
Member, 1994 to 2016  
Member of Board of Directors, 1996-98

Texas Bar Foundation  
Fellow, 1994-98  
Life Fellow, 1998 to present

Texas Board of Disciplinary Appeals  
Member, 1994-97 (appointed by the Texas Supreme Court)

**STATE INVOLVEMENT** Metropolitan Transportation Policy Board  
Chair, 2021-22 and former Vice Chair  
Member from 2017 to December 2024

House Democratic Caucus  
Current Treasurer and former Counsel  
Member from 2017 to December 2024

Texas Women's Health Care Caucus  
Secretary  
Member from 2017 to December 2024

Legislative Study Group  
Caucus Counsel  
Member from 2017 to December 2024

**CIVIC INVOLVEMENT** El Paso County Ethics Commission  
County of El Paso  
Member, 2011 to 2016  
Chair 2015-16

Border Relations Committee of City of El Paso  
Member, 2006 to 2010  
Chair 2009-10, Vice-Chair 2007-08

Annie's List  
Board Member, 2007-08

El Paso Women's Political Action Committee  
Member, 2004 to 2014

Mayoral Environmental Task Force

Chairperson, 2001-03

El Paso Housing Finance Corporation (City of El Paso)  
Board Member, 2001-03

El Paso Court of Inquiry  
Attorney Pro Tem on Mental Health/Mental Retardation, 1994-95



## Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	02/04/25
Name of Board	Camino Real Regional Mobility Authority
<b>Agenda Posting Language</b>	
Discussion and action on a Resolution that the City of El Paso appoints to the Camino Real Regional Mobility Authority Mathew McElroy to Position 2, whose term will expire on February 1, 2026.	
Appointment Type	Regular
<b>Member Qualifications</b>	
A person whose duties include daily operation of the Camino Regional Mobility Authority.	
Nominee Name	Mathew McElroy
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	N/A
<b>Board Membership</b>	
N/A	
<b>Real estate owned in El Paso County</b>	
N/A	
Previous Appointee	Silvestre Reyes
Reason for Vacancy	Term Expired
Date of Appointment	02/04/25
Term Begins On	02/04/25
Term Expires On	02/01/27
Term	First Term

# Mathew S. McElroy

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## Professional Experience

### Chief Operating Officer

*September 2023 to Present, Wannamaker Management Corporation*

- Responsible for all operational activities (approx. 300 employees) across operations in Columbia, Mexico, and the US, including Project Management Office, back office operations, IT, real estate, real estate acquisitions, site selection and expansions, and AI implementation.

### General Manager

*July 2017 to August 2023, GCC Sun City (Grupo Cementos de Chihuahua)*

- Led 300 employee West Texas, southern New Mexico market Ready Mix, Asphalt and Aggregates producer.
- Successfully led turn around after GCC purchase from CEMEX in 2016.
- EBITDA turn around—negative EBITDA across the combined business units after acquisition turned profitable within one year.
- Successfully transitioned business through senior leadership changes.
- Implemented new organizational structure and right sizing, reducing overhead costs.
- Implemented two Lean Six Sigma and automation projects that reduced operational costs in two major operations.

### Director

*July 2015 – July 2017, City of El Paso, Texas Municipal Government, International Bridges Department*

- Responsible for oversight of the International Bridges Department and annual budget of \$22 million.
- Worked with regional stakeholders to stand up Bi-National International Bridges Working Group.
- Led Lean Six Sigma Project with Working Group to identify and fund international cargo crossing system improvements, resulting in significant external funding to reduce international bridge wait times.
- Worked with Customs and Border Protection P3 funding from the City of El Paso to reduce vehicle wait times at peak hours by 9%. Project used a multidisciplinary team of economists and CBP agents to target overtime hours where wait times could systematically be reduced across the bridge system.

### Director

*May 2012 – July 2015, City of El Paso, Texas Municipal Government, Planning and Inspections Department (formerly City Development Department)*

- Responsible for oversight of the City Development Department—Divisions included Urban Planning, Building Permits and Inspections, Subdivision Permitting and Inspection. 125 staff and an annual budget of \$10.8 million.
- Oversaw the creation of City Development as a new department and the construction of a One-Stop-Shop for all permit and development applications.
- Implemented major new technology systems successfully: Electronic Document Review (EDR) and a mobile application to allow contractors to schedule inspections in less than ten seconds.
- Oversaw adoption of 10- and 15-year economic development incentive policies tied to downtown and the traditional city centers of El Paso. Incentives included historic, property tax, city sales tax, fee waivers, and other income streams to focus on infill and redevelopment tied to mass transit (street car, Bus Rapid Transit).
- Trained 60 city staff and private sector design professionals in Oklahoma City for the CNU-A exam by invitation of the Urban Land Institute. Trained 40 city staff and private design professionals in Austin, Texas to sit for and pass the CNU-A exam by special invitation of the City of Austin. The CNU-A exam focuses on street design, building orientation, and building fully multi-modal communities.
- Winner, 2015 *Charter Award* by the Congress for the New Urbanism, for *Plan El Paso* and multiple implementation projects.

### Deputy Director

*July 2008 – May 2012, City of El Paso, Texas Municipal Government, Development Services and Planning and Economic Development Departments.*

- Responsible for oversight of the City of El Paso Planning Division, to include approximately 30 staff members, staff support to the City Plan Commission, Capital Improvements Advisory Committee (Impact Fees for water and Wastewater), Open Space Advisory Board, and Zoning Board of Adjustment.

- 2012 Groves Award Winner. Awarded jointly by the Congress for the New Urbanism and the Transect Codes Council at the 20<sup>th</sup> anniversary Congress for the New Urbanism. The Groves Award is among the highest national awards in planning and among the highest personal awards given by the CNU.
- Developed and provided instruction to 100+ City of El Paso department heads and senior staff and 90+ private engineers and architects in professional exam for accreditation by the Congress for New Urbanism (CNU-A).
- Winner 2011 EPA National Award for Smart Growth Achievement: Programs, Policies, and Regulations. Plan El Paso 2010. A comprehensive, transit-oriented development plan.
- Worked to have the City of El Paso adopt the Institute for Transportation Engineers Walkable Urban Thoroughfares adopted as a required practice for City capital projects and as the basis for an update of subdivision design regulations.
- Worked with the El Paso City Council to incentivize (\$50 million) 600 acres (400 infill) of SmartCode development in El Paso.
- Worked to create City policy that requires all firms doing City funded capital work have at least one project assigned staff member who has passed the CNU-A exam.
- Served as the City team leader to adopt the first Urbanist comprehensive plan for the City since the 1925 Kessler plan with Dover Kohl and Partners.
- Liaison to Department of Defense Office of Economic Adjustment, focusing on housing and multifamily development identified in HMA while Military Growth Coordinator (see below).
- Oversight of DoD Growth Management Plan grants (\$1.3 million).
- Oversight DoD Comprehensive Plan Rewrite grants (\$2.8 million).

#### **Military Growth and Expansion Coordinator**

*July 2007 – June 2008, Department of Defense, OEA/City of El Paso, Texas Municipal Government, Development Services.*

- Responsible for the oversight and development of a Housing Market Analysis (HMA) and regional growth management plan (RGMP) with consultant Science Applications International Corporation (SAIC).
- HMA focused on strategy of minimizing on post military housing by incentivizing private development of housing for military not required to live in barracks. Developed and led adoption of incentive programs through the City of El Paso to incentivize multifamily unit shortfall identified in the HMA.
- RGMP addressed 15 areas impacted by the 28,006 troops expected at Fort Bliss, Texas by 2012. Plan content areas included an existing conditions assessment, housing, future land use, education, revised subdivision ordinance, building code, traffic impact study, and economic development.
- Led RGMP community working group (Ft Bliss Commanding General, Ft Bliss Garrison command, installation housing office, local private developers, school districts, chambers) who reviewed HMA and RGMP to final adoption by the City Council of the City of El Paso.
- Grant project budget \$1.3 million, not including local match.

#### **Associate Director**

*July 2003 – July 2007, University of Texas at El Paso (UTEP), Institute for Policy and Economic Development (IPED), El Paso, Texas.*

- Responsible for IPED supervision (approximately 20 full and part time staff); including outreach, project management of broad ranging economic, planning, program evaluation, other social science and survey research contracts. Also coordinated and lead grant writing teams for competitive proposals to multiple federal and state agencies, as well as private foundations.
- Conduct outreach and social science research in areas ranging from housing, urban planning, economic impact analysis, and Geographic Information Systems (GIS) to public opinion polling and program evaluation. Projects include team building, extensive data analysis and technical report writing, to include econometric forecasting, (time series multivariable methods), cross sectional data analysis, and Input-Output (RIMS II, IMPLAN, REMI, Regional Dynamics) based economic impact analysis.
- Served as principal investigator (PI) for dozens of contracts and grants, which required staff selection, work assignment, training, evaluations, terminations, all in addition to day-to-day staff supervision.
- National Award Winner (2007-2008) for Excellence in Policy Analysis and Research from C2ER (Center for Community and Economic Research, formerly ACCRA) for bi-national industry cluster planning and gap analysis project. Project completed with Ed Feser, Ph.D. and Carlos Olmedo.

**Assistant Director**

*April 2001–June 2003, University of Texas at El Paso (UTEP), Institute for Policy and Economic Development, El Paso, Texas.*

- Project management of assigned planning, other social science, and economic research projects and contracts.
- Conduct social science research in areas ranging from cross sectional data analysis and Geographic Information Systems (GIS) to survey research.
- Grant writing primarily focusing on education and economic development issues.
- Manage and edit Institute external communications (Web presence, scholarly publications, technical reports).
- Served as principal investigator (PI) for multiple contracts and grants, which required staff selection, work assignment, training, evaluations, terminations, all in addition to day-to-day staff supervision.

**Senior Technical Staff Associate**

*June 1999–March 2001, University of Texas at El Paso (UTEP), Technology Planning, El Paso, Texas.*

- Responsible for department supervision under Associate Vice President for Technology Planning and Distance Learning, to include management of the budget, grant writing, instructional design, and digital media courseware project management and production. Projects ranged from social science research, regional technology planning, and working groups (Internet 2, UT TeleCampus) to multimedia projects.
- Developed intranet for the sharing of NAFTA economic, demographic, and transportation databases and research under subcontract from Public Policy Research Center at UTEP for US Department of Transportation.
- Development of the *Border Encyclopedia*, a grant funded project from the University of Texas System to create a database of United States border demographic, economic, cultural data and case studies.

**Graduate Policy Fellow**

*Contract, 1997, 1998, 1999, UTEP Public Policy Research Center, El Paso.*

- Extensive planning (affordable housing, Section 8 housing, transportation and NAFTA impacts), economic, and other social science research. Responsibilities included technical report writing, multimedia product development, and data analysis in areas ranging from affordable housing policy and contingent valuation method to inter-modal transportation, NAFTA, and organizational theory.
- Specific planning work in affordable housing and neighborhood planning for the completion of two long term projects.
- Multiyear transportation planning under projects for (1998, 1998, early 1999) under Department of Transportation funding to Public Policy Research Center at UTEP.

**High School English Teacher**

*January 1997–August 1999, Eastwood High School, Ysleta Independent School District, El Paso, Texas*

- Advanced Placement, Pre- Advanced Placement English courses.

**Sergeant, U.S. Army Reserves**

*January 1993–December 2000*

- Multiple assignments, including squad leader and land navigation instructor.

**Education****Master of Science (MS) in Economics**

*University of Texas at El Paso (UTEP), Awarded December 2008.*

- Thesis: Fannie Mae and Freddie Mac Home Lending Patterns Along the Texas-Mexico Border

**Master in Public Administration (MPA)**

*University of Texas at El Paso (UTEP), Awarded December 2000*

- MPA Outstanding Graduate, 1999–2000.

**Bachelor of Arts (BA), English and American Literature, magna cum laude**

*University of Texas at El Paso (UTEP), August 1992–December 1996*



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-179, Version: 1**

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

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

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

##### **All Districts**

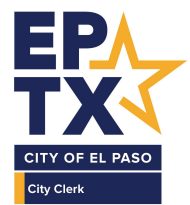
Members of the City Council, Representative Art Fierro, (915) 212-0006

#### **AGENDA LANGUAGE:**

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

Presentation and discussion by Emergence Health Network of their 2024 annual report on activities, collaborations, and partnerships with local entities.

CITY OF EL PASO, TEXAS  
AGENDA ITEM  
AGENDA SUMMARY FORM



DEPARTMENT: Mayor and Council

AGENDA DATE: 02/04/2025

CONTACT PERSON NAME City Representative Art Fierro      PHONE NUMBER: (915) 212-0006

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 NURTURE AND PROMOTE A

SUBGOAL: 8.1 Deliver prevention, intervention and

**SUBJECT:** Presentation and discussion by Emergence Health Network of their 2024 annual report on activities, collaborations, and partnerships with local entities.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

Emergency Health Network has a Mental Health Learning Library that provides training to the community that ensures residents understand what mental illness is and learn that managing a diagnosis and recovery is possible. The community can access the list of trainings available through the following link

<https://www.eventhrite.com/o/mental-health-learning-library-34201241479>

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

None

NAME	AMOUNT (\$)	DATE

**BACKGROUND / DISCUSSION:**

Emergence Health Network will provide their annual update, offering an overview of its programs, services and impact on the community. By engaging with the Council, EHN aims to ensure transparency, foster collaboration, and advocate for continued support to improve the communities well-being.

**PRIOR COUNCIL ACTION:**

Yes, City Council heard an annual update from EHN in 2022, 2023, 2024

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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





# 2024 ANNUAL Report





# Community Impact



# IDD Day Habilitation Center

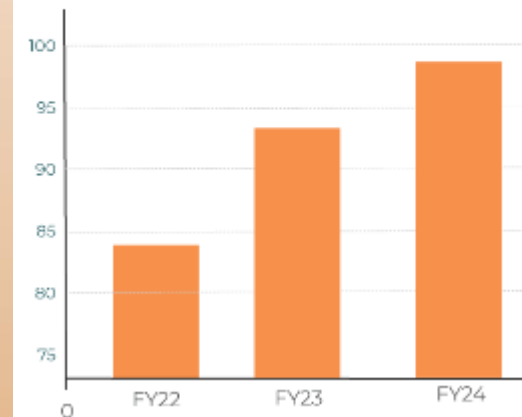
Programs focus on building essential life skills:

- Socialization
- Daily living tasks
- Money management

## Success Story

*Female FR client who faced significant social challenges after graduating from school. Since joining our program, she has made remarkable strides, including shopping independently with minimal supervision.*

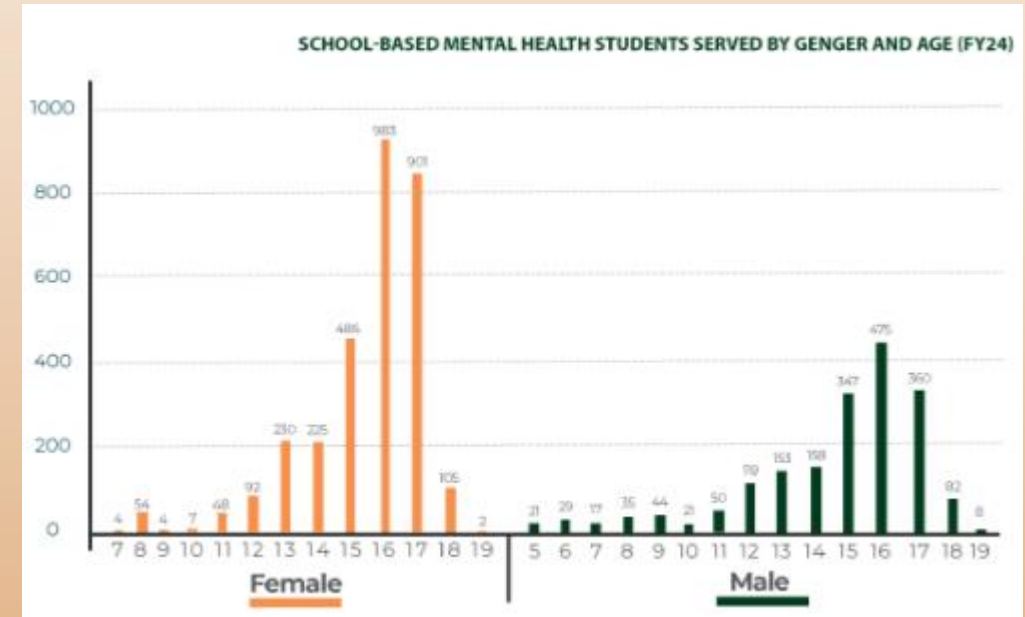
Dayhab & Individualized Skills and Socialization Learning Center: Clients Per Fiscal Year



# School-Based Services

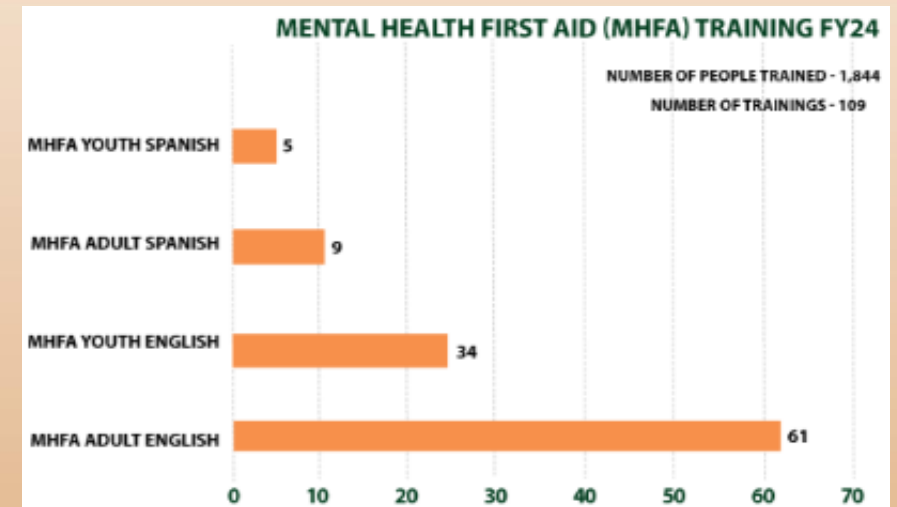


- **Purpose:** Removes barriers to youth mental health services by bringing care directly to schools.
- **Current Reach:** Services available in 10 campuses (3 in Canutillo ISD, 2 in Fabens ISD, 5 in El Paso ISD).
- **Staff:** Includes caseworkers, therapists, peer support specialists, and school counselors.



# Mental Health First Aid

- **Overview:** Evidence-based curriculum to teach community members to identify, understand, and respond to signs of mental illness and substance use disorders.
- **Format:** Eight-hour training builds confidence to assist individuals in mental health crises and connect them to professional help.
- **Audience:** Trainings provided to law enforcement, educators, advocates, child-serving agencies, and military service members.





# Crisis Intervention Teams

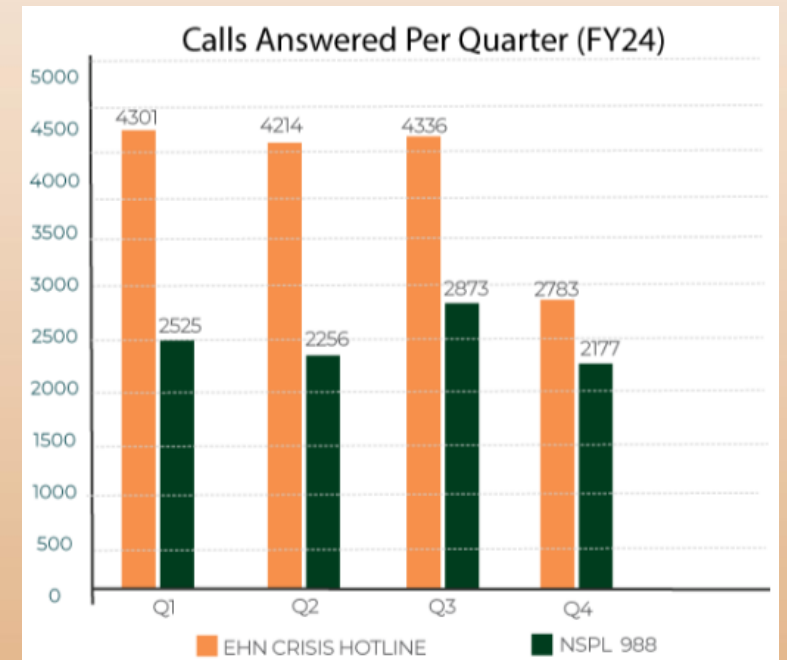
- **Purpose:** Partnership with law enforcement to address 9-1-1 mental health crisis calls and provide appropriate behavioral health responses.
- **Implementation:** Launched in 2019 with El Paso Police Department, now expanded to:
  - El Paso County Sheriff's Office
  - Socorro Police Department
- **School-Based Expansion:**
  - August 2022: Partnership with El Paso ISD (83 campuses, 60,000+ students)
  - January 2023: Expanded to Canutillo ISD (10 campuses, 6,000 students)
- **Impact:** Positioned El Paso as a leader in innovative crisis service design at the state and national level.

**FY24 CRISIS INTERVENTION TEAMS**

REPORTING INFORMATION:	Total Calls:	Remained in Community	Received In-Patient Mental Health Service	Hospitals-ERS	Other/Comm Follow up	Jail
CIT EPPD:	2383	819	595	490	333	46
CIT EPCSO:	871	307	262	204	81	17
CIT SOCOPD:	262	109	48	38	61	6
CIT School Based:	577	412	133	30	2	0

# 24-Hour Crisis Hotline

- **Overview:** Provides 24/7/365 immediate emotional support and connection to mental health resources, including 911 services, crisis intervention, and hospital coordination.
- **Staff:** Qualified professionals trained in verbal de-escalation to ensure compassionate, effective assistance.
- **Significance:** Ensures seamless local responses for individuals reaching out for mental health crises.



# Highlights



*Implemented AI program to enhance data-driven decision making to cut documentation time for clinicians.*



*Opened Restorative Justice Center dedicated to programs for justice-involved individuals.*



*Funding from EP County and HHSC for a Diversion Center to be co-located at our Extended Observation Unit.*



# Highlights



*Hosted a Town Hall advocating on the importance of additional funding for IDD services in Texas.*

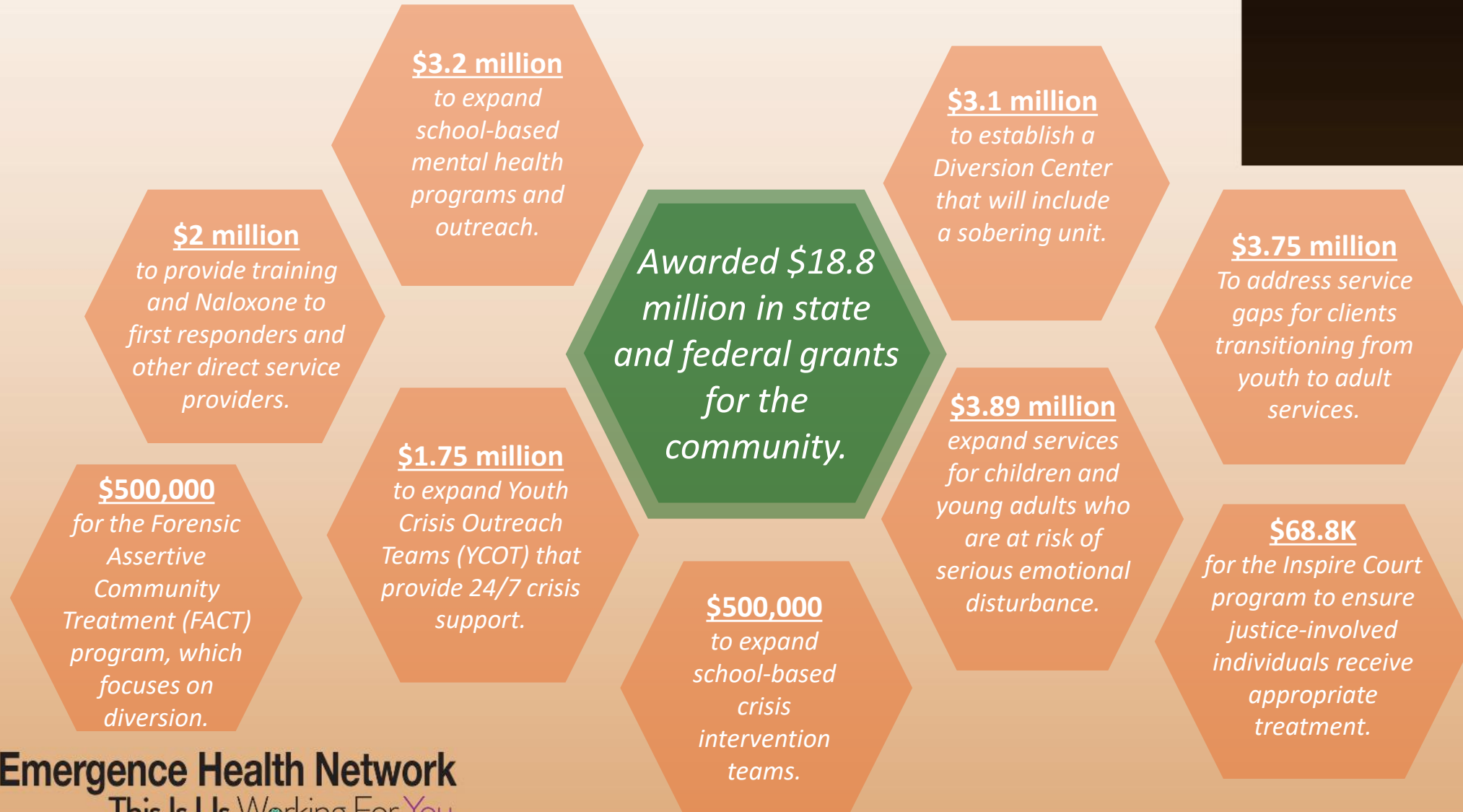


*In partnership with KVIA-TV, received the Frank M. Adams Award for our awareness efforts in the community.*



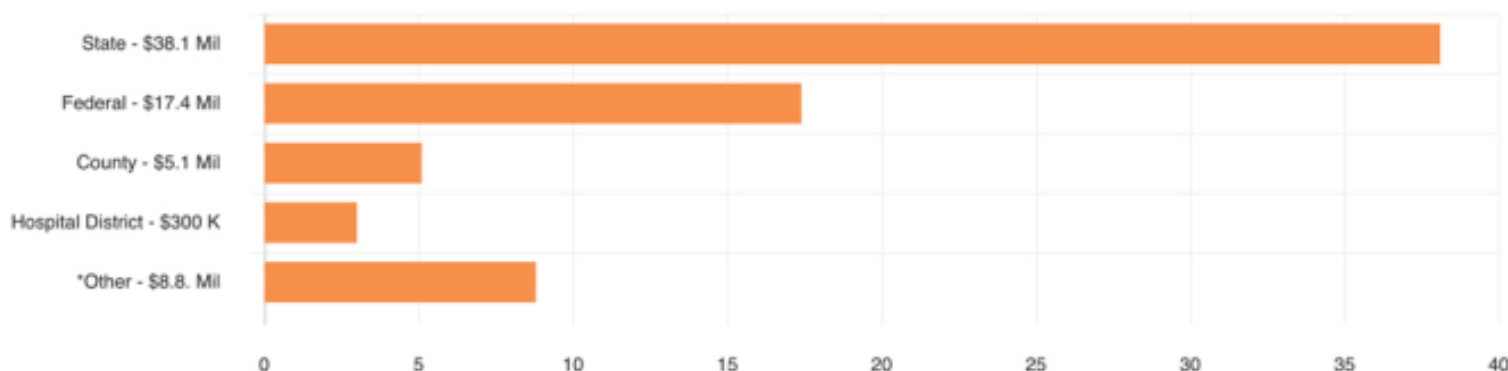
*Expanded School-Based CIT to now include four ISDs: Canutillo, El Paso, Socorro, and Fabens.*

# Community Investments

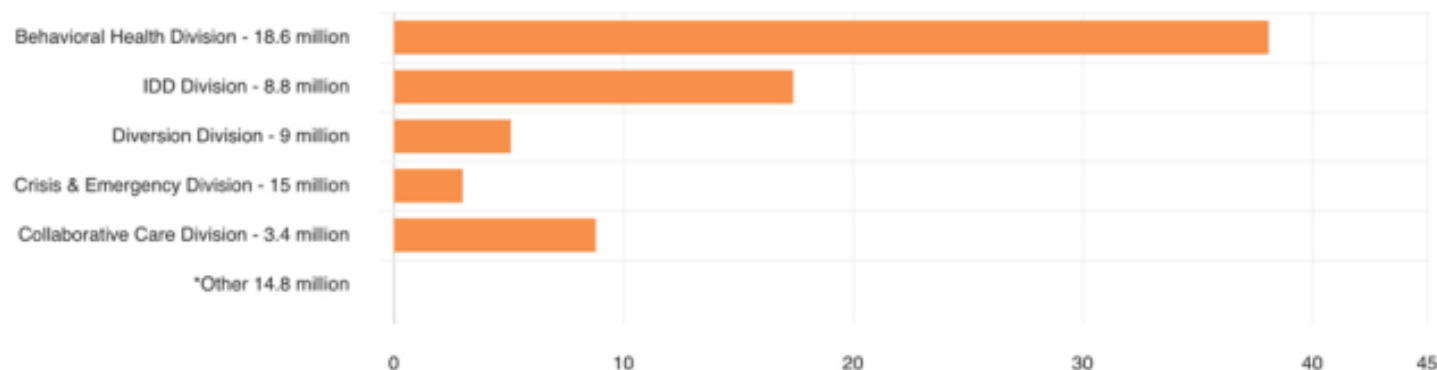


# Revenue & Expenditures

## TOTAL REVENUE 69.7 million



## TOTAL EXPENDITURES 69.6 million



\*This includes expenditures on other EHN services and other operating costs

**Number of  
people served  
through EHN  
programs:  
36,871**

Number of individuals  
served in the El Paso  
County Jail facilities:  
**12,399**

# Demographics

## Behavioral Health

Total: 8888

### Gender

Female – 4,598  
Male – 4,287  
Non-binary – 3



Female Male Non-binary

### Ethnicity

Hispanic or Latino – 7,264  
White – 1,246  
Black – 287  
Asian – 16  
Other – 75



Hispanic or Latino White Black Asian Other

### Ages

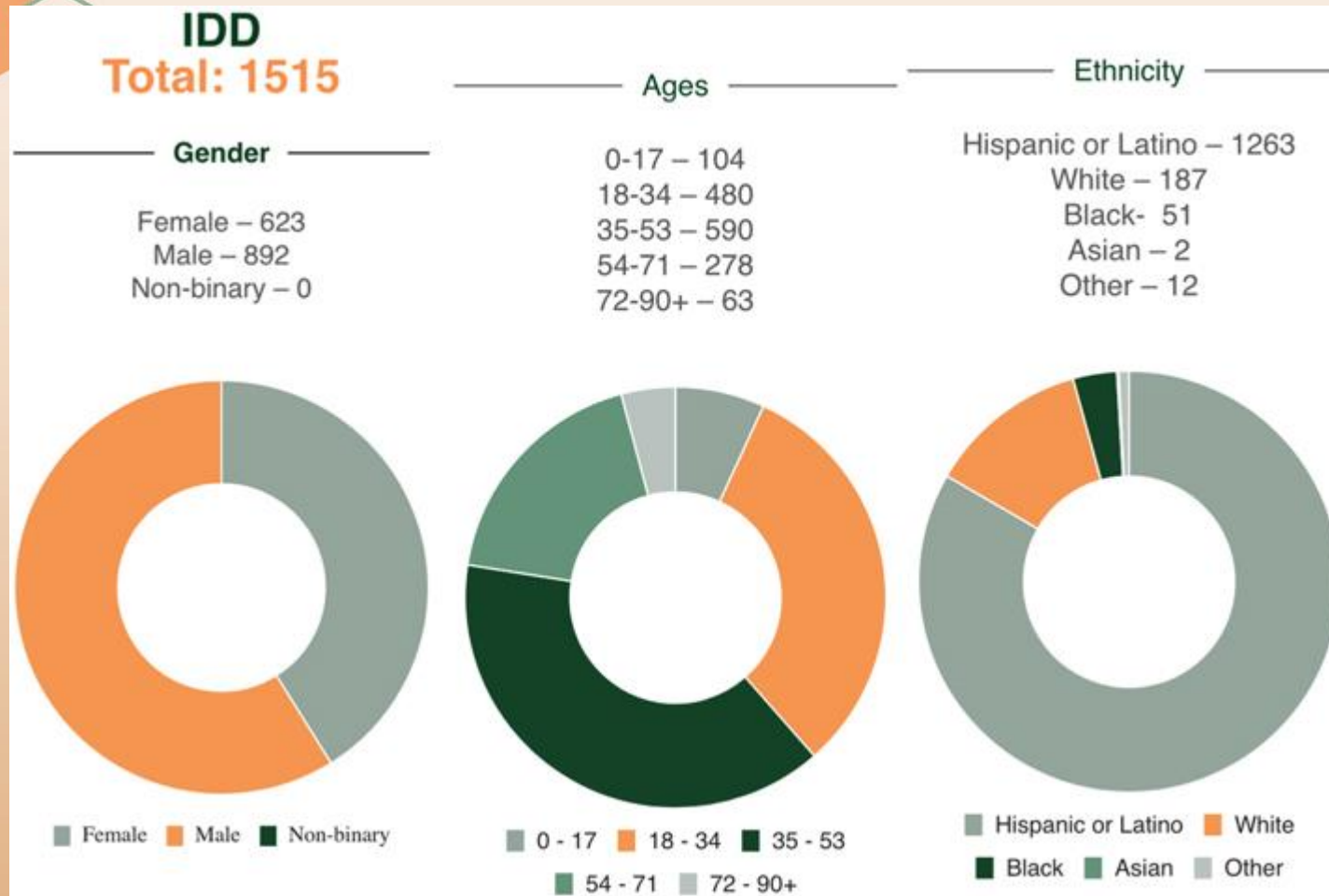
0-17 – 2,151  
18-34 – 2,418  
35-53 – 2,556  
54-71 – 1,604  
72-90+ – 159



0 - 17 18 - 34 35 - 53 54 - 71 72 - 90+



# Demographics





# Demographics

## Collaborative Care Total: 4190

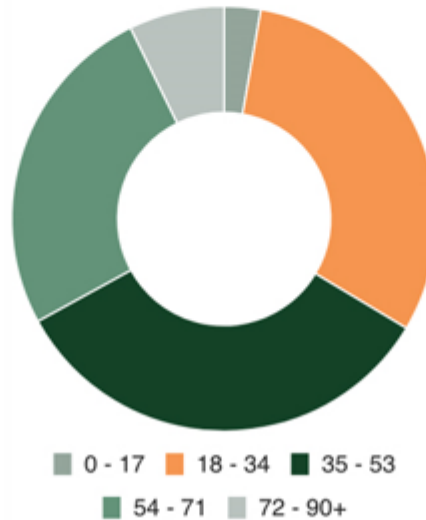
### Gender

Female – 2531  
Male – 1659  
Non-binary – 0



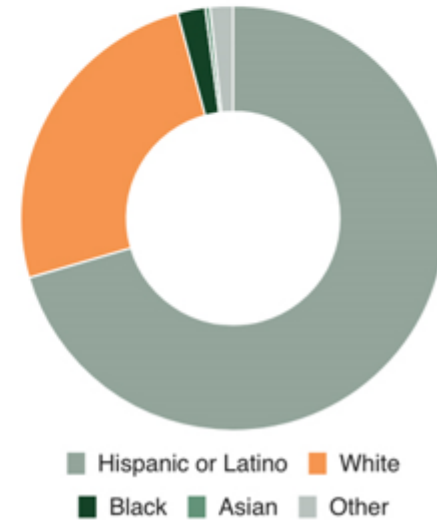
### Ages

0-17 – 116  
18-34 – 1292  
35-53 – 1399  
54-71 – 1079  
72-90+ – 304

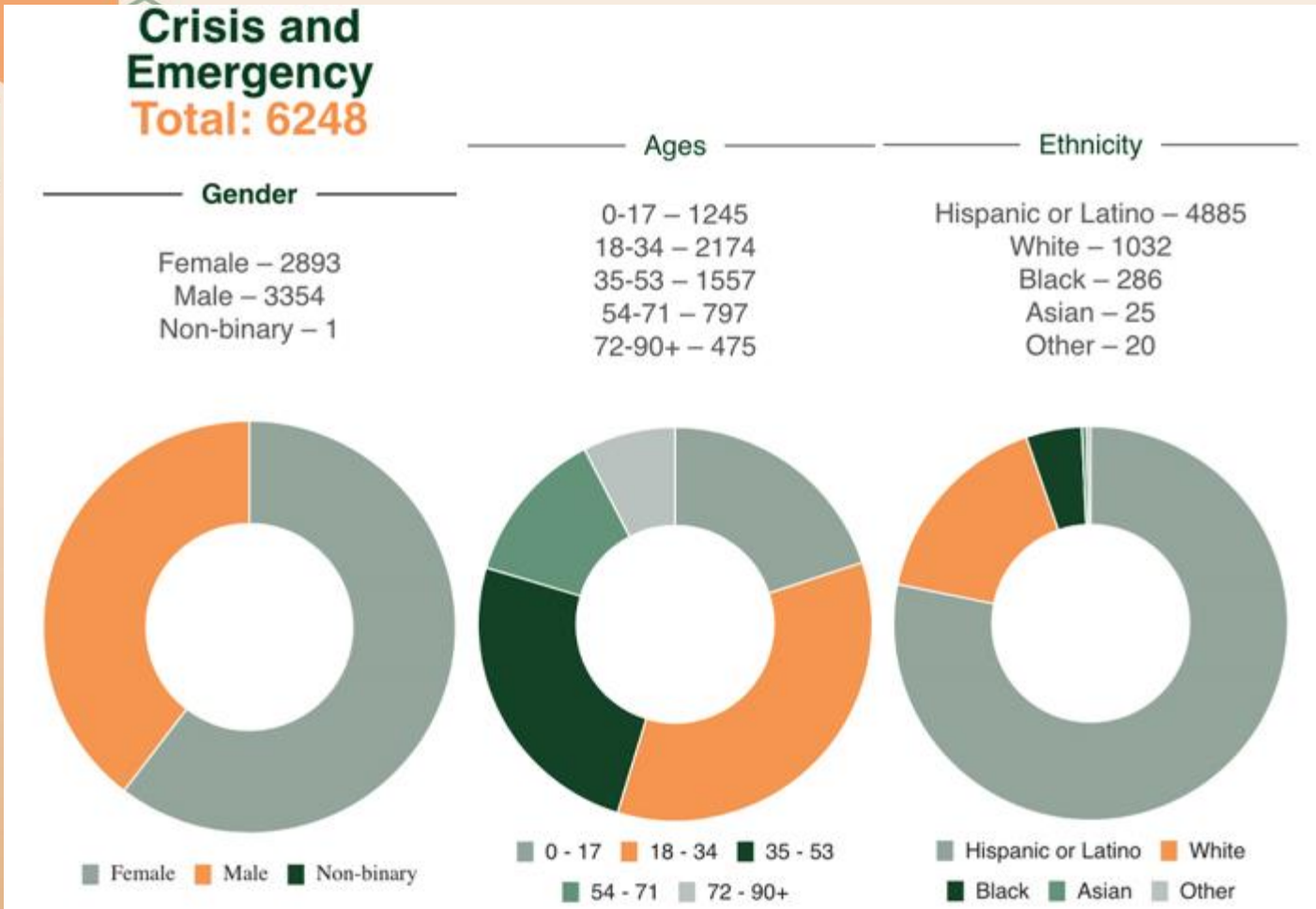


### Ethnicity

Hispanic or Latino – 2953  
White – 1061  
Black – 88  
Asian – 15  
Other – 73



# Demographics



# Demographics

## Diversion Total: 3631

### Gender

Female – 962  
Male – 2699  
Non-binary – 6



Female Male Non-binary

### Ages

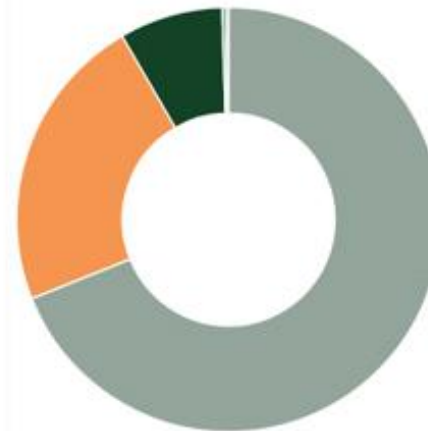
0-17 – 44  
18-34 – 1571  
35-53 – 1486  
54-71 – 481  
72-90+ – 49



0 - 17 18 - 34 35 - 53  
54 - 71 72 - 90+



### Ethnicity

Hispanic or Latino – 2503  
White – 824  
Black – 286  
Asian – 10  
Other – 8



Hispanic or Latino White  
Black Asian Other





*Please log on to  
[emergencehealthnetwork.org](https://emergencehealthnetwork.org)  
to view the entire report.*

**Questions?**



Legislation Text

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File #: 25-181, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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**All Districts**

Members of the City Council, Representative Chris Canales, (915) 212-0008

**AGENDA LANGUAGE:**

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

Discussion and action to direct the City Manager to initiate a rewrite of the policy for the evaluation of 9% Low Income Housing Tax Credit applications: including consideration of a geographic index for location-based scoring and minimum point thresholds for eligibility for letters of support or letters of no objection; also including an alternative method by which in a given year the City may designate only one specific location for which it will consider applications; and that the City Manager shall return to the Council with an update within 120 days of the approval of this item.

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

**DEPARTMENT:** Mayor and Council

**AGENDA DATE:** 02/04/2025

**CONTACT PERSON NAME AND PHONE NUMBER:**

Rep. Chris Canales, 915-212-0008

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

Goal 8 - Nurture & Promote a Healthy, Sustainable Community

**SUBJECT:**

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

Discussion and action to direct the City Manager to initiate a rewrite of the policy for the evaluation of 9% Low Income Housing Tax Credit applications: including consideration of a geographic index for location-based scoring and minimum point thresholds for eligibility for letters of support or letters of no objection; also including an alternative method by which in a given year the City may designate only one specific location for which it will consider applications; and that the City Manager shall return to the Council with an update within 120 days of the approval of this item.

**BACKGROUND / DISCUSSION:**

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

The 9% Low Income Housing Tax Credit (LIHTC) program is a key mechanism for financing affordable housing projects in Texas and nationwide. The City plays a vital role in determining which projects receive support through letters of support or letters of no objection. which add points to the Texas Department of Housing and Community Affairs (TDHCA) scoring of applications. As the demand for affordable housing in our region continues to grow, it is essential that the City's policy for evaluating LIHTC applications remains transparent, strategic, and responsive to both housing needs and community priorities.

This agenda item proposes directing the City Manager to conduct a rewrite of the City's current policy for evaluating 9% LIHTC applications to ensure that the process aligns with evolving needs and objectives. The changes will include (but not be limited to):

**Geographic Index for Location-Based Scoring:** The new policy will introduce a geographic index that prioritizes housing developments in areas of greatest need, based on factors like accessibility to public transportation, employment opportunities, and community services. This will help to focus affordable housing investments where they are most beneficial to residents and the broader city.

**Minimum Point Thresholds for Eligibility for Letters of Support or No Objection:** Establishing a clear point threshold for developers to meet before the City can provide letters of support or letters of no objection ensures that only projects that align with the City's priorities and objectives will be supported. This adds an element of accountability and consistency to the process.

Designated Location for Applications: The policy will also include an option for the City to designate specific locations each year where applications for LIHTC funding will be considered, possibly on City-owned properties. This targeted approach ensures that affordable developments are located in areas where there is a strategic need for housing, which could help enhance resident and neighborhood outcomes.

Timeline for Updates: The City Manager will be required to return to the Council with a proposal for the new policy within 120 days of approval. This ensures transparency and provides an opportunity for the Council to assess the effectiveness of the proposed changes and make adjustments as necessary.

The benefits of this action include:

A more strategic approach to affordable housing development, ensuring that new projects meet the City's housing goals and align with broader urban development plans.

Increased transparency and accountability in the evaluation process, which will build trust with developers and the public.

A more focused allocation of the City's support, prioritizing projects that provide the greatest benefit to underserved communities and align with regional planning efforts.

By revising the policy in this manner, the City will ensure that the LIHTC program remains an effective tool for providing affordable housing, while also being responsive to the needs of the community.

**PRIOR COUNCIL ACTION:**

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

The City Council first adopted a policy for evaluating 9% Low Income Housing Tax Credit (LIHTC) applications on October 15, 2019. This policy established evaluation criteria and scoring mechanisms to guide the City's support for affordable housing projects seeking LIHTC funding.

**AMOUNT AND SOURCE OF FUNDING:**

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

N/A

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

**DEPARTMENT HEAD:**

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Legislation Text

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**File #: 25-150, Version: 1**

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**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**

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

City Manager's Office, K. Nicole Cote, (915) 212-1092

**AGENDA LANGUAGE:**

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

Presentation, discussion and action regarding party halls or entertainment venues and residential swimming pools within the City of El Paso.

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



**DEPARTMENT:** Planning & Inspections

**AGENDA DATE:** February 4, 2025

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME:** Philip Etiwe, Director  
K. Nicole Cote, Managing Director

**PHONE NUMBER** (915)212-1553

**PHONE NUMBER** (915)212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 3 Promote Visual Image of El Paso

**SUBGOAL:**

**SUBJECT:**

Presentation, discussion and action on regarding Party halls or entertainment venues and residential swimming pools within the City of El Paso.

**BACKGROUND / DISCUSSION:**

On September 10, 2024, City Council approved a motion to draft an ordinance that prohibits the use of the residential properties as entertainment venues.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

Two stakeholders were briefed on the recommendations, Greater El Paso Real Estate Association and Short-term Rental Alliance.

**SELECTION SUMMARY:**

N/A

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

On September 10, 2024, City Council approved a motion to draft an ordinance that prohibits the use of the residential properties as entertainment venues.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
N/A	

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

DEPARTMENT HEAD:

  
\_\_\_\_\_  
K. Nicole Cote, Managing Director

\_\_\_\_\_  
Philip Etiwe, Director \_\_\_\_\_





CITY OF EL PASO

*Item #22*

# **Entertainment Venues and Swimming Pool Rental Update**

February 4, 2025



# Agenda / Purpose

Educate and provide update and recommendations related to rental of residential properties for:

- Party Halls/Entertainment Venues
- Swimming Pools



# Party Halls/Entertainment Venues

# Party Halls/Entertainment Venues

El Paso City Code:

- Dancehall means any place the principal purpose of which is the furnishing of facilities for dancing
- Special Permit required for C-2 and C-3
- **Not** permitted in residential zoned areas



# Party Halls/Entertainment Venues Recommendation

Strengthen El Paso City Code to include:

- Dancehall means any place the principal purpose of which is the furnishing of facilities for dancing. **Use of residential properties for dancehalls or entertainment venues is prohibited.**

# Party Halls/Entertainment Venue Enforcement Strategy

Party Halls/Entertainment Venues Proposed Enforcement Plan:

- Notify existing venue listings by mail if prohibited by zoning
- Sweep of listed residential properties on Friday/Saturday

Enforcement requires “catching them in the act”

# Swimming Pools

# Swimming Pools

El Paso City Code definitions and requirements:

	Residential	Commercial
Zoning Definition	20.02.1064 - "Swimming pool (noncommercial)"... <i>intended for recreational purposes and for the exclusive use of the residents of a residential use and their private guests.</i>	20.02.1066 - "Swimming pool (commercial)"... <i>intended for recreation purposes and open to the public upon payment of a fee.</i>
Licensing	License not required.	License required. Must have items such as depth markers, annual water testing, safety equipment, minor supervision, ADA requirements, and comply with parking requirements.

# Swimming Pool Recommendation

Strengthen El Paso City Code to include:

- "Swimming pool (noncommercial)" means any portable or permanent structure containing a body of water twenty-four inches or more in depth and containing one hundred fifty cubic feet (one thousand one hundred twenty-two gallons) or more of water and intended for recreational purposes and for the exclusive use of the residents of a residential use and their private guests. **Swimming pool (noncommercial) shall not be rented, except that private swimming lessons may be given under the home occupation use.**



# Swimming Pool Enforcement Strategy

Residential Swimming Pool Proposed Enforcement Plan:

- Public Campaign – Press Release, Social Media and possibly radio PSAs
- Notify all existing listings by mail, if prohibited by zoning
- Sweep of listed residential properties on Friday/Saturday

Enforcement requires “catching them in the act”

# Communications Outreach Plan

- Community presentations to key stakeholders/Council's community meetings
- Create dedicated webpage
- Press Releases
- Social Media Ads
  - Standard postings
- Traditional Media
  - Interviews
  - Story Pitches
- City TV and YC5
- Neighborhood Associations
- Council Newsletters
- Radio PSAs
- Targeted mailers/letters to existing listings

# Summary

- Party Halls/Entertainment Venue – Notification will begin Spring 2025
- Residential Swimming Pools – Notification will begin Spring 2025
- Introduction of Zoning Definition Amendments – Spring 2025

## MISSION



Deliver exceptional services to support a high quality of life and place for our community.

## VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



## VALUES

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-146, Version: 1**

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### **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

#### **AGENDA LANGUAGE:**

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

Presentation and discussion on the FY 2024-2025 1st Quarter Financial Report.

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



**DEPARTMENT:** Office of Mangement & Budget

**AGENDA DATE:** 2/3/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** K. Nicole Cote

**PHONE NUMBER:** (915) 212-1092

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** 6. Set the Standard for Sound Governance and Fis

**SUBGOAL:** N/A

**SUBJECT:** Presentation and discussion on the FY 2024-2025 1st Quarter Financial Report.

**BACKGROUND / DISCUSSION:**

As required by the Budget Policy a financial report must be reported to the City Council within 45 days

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

K. Nicole Cote

Digitally signed by K. Nicole Cote  
Date: 2024.12.03 08:50:13 -07'00'

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





CITY OF EL PASO

**FY 2025**

# **1st Quarter Financial Report**

**February 4, 2025**



# Agenda

- Budget Development Recap
- Summary
- Revenue Comparisons
- Expense Comparisons





# Budget Development Focus on Multi-Year Outlook

## Long-term planning

- Plan and prioritize financial resources to align with long-term goals and objectives

## Stability & predictability

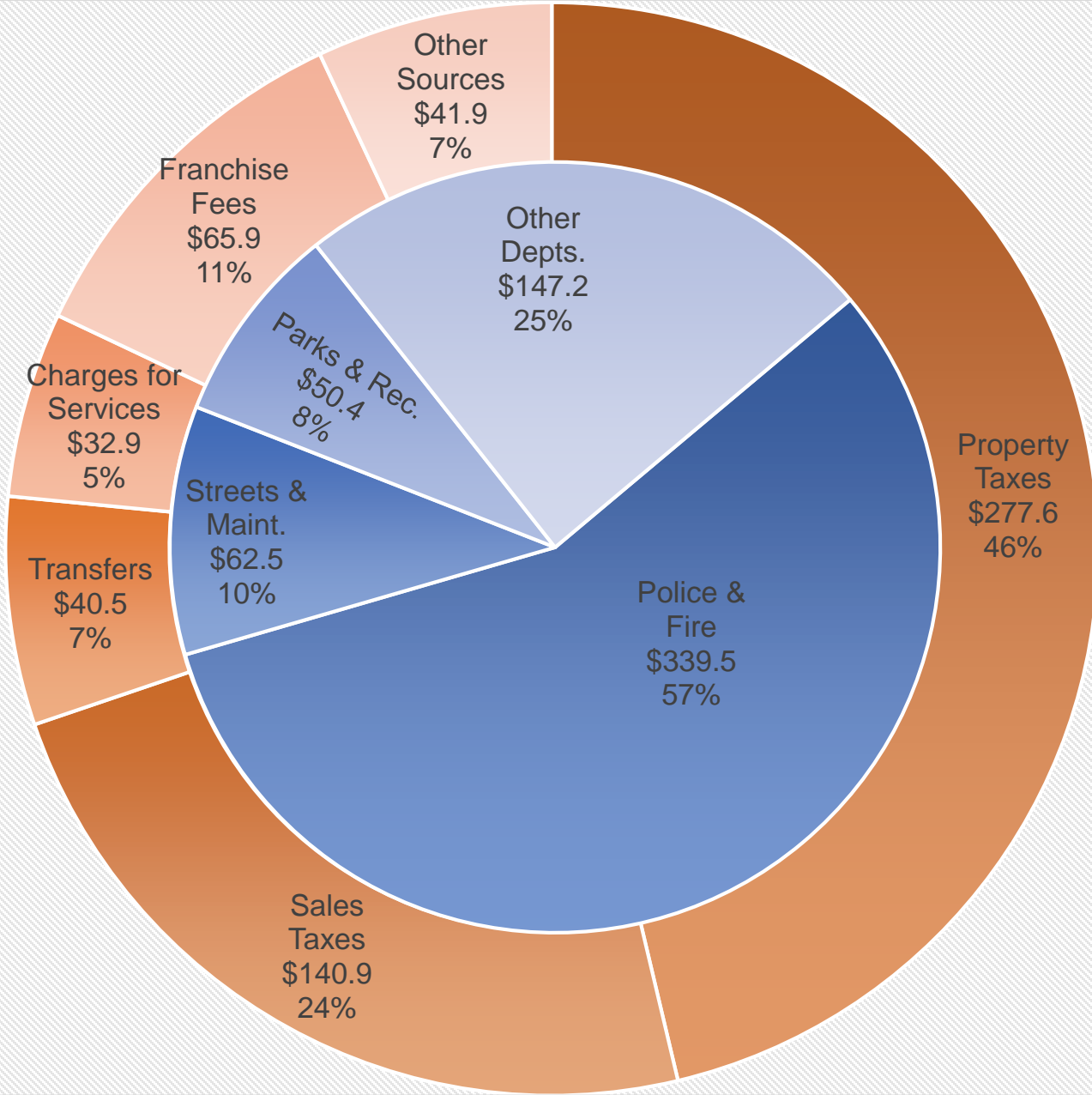
- Improves planning and decision-making

## Improved financial management

- Identify potential fiscal challenges in advance and develop strategies to mitigate risk and maintain fiscal sustainability

## Transparency & accountability

- Improve communication and engagement



# FY 2025 General Fund Budget

Revenue – Where the \$ come from

Expenditures – Where the \$ go

# FY 2025 Budget Challenges

## Adopted August 20, 2024

- ***Revenue*** - Strong property valuation growth, however slowing sales tax growth
- Increase in ***fixed costs*** - Citywide election, appraisal services, water
- ***Other significant cost increases*** - Employee compensation, healthcare, new animal services facility, Information Technology contracts
- ***Deferred investments*** - need for increased investment in priorities

# FY 2025 Budget Balancing Actions

## Adopted August 20, 2024

- Revenue
  - Property tax revenue previously restricted for Tax Increment Fund zones, parking meter revenue previously restricted for Plaza Theater debt payment
  - Increase in property tax revenue for General Fund due to no debt issuance
  - State funding - *Local Governments Disproportionately Affected by Disabled Veterans*
  - Use of prior year savings and Pay-for-Futures fund balance

# FY 2025 Budget Balancing Actions

## Adopted August 20, 2024

- Vacancy Savings
  - Increased savings from vacancies by \$6.6 million from prior year (total of \$33 million)
- Employee Compensation
  - Civilian pay raises split September 2024 and March 2025, instead of full increase in September 2024
- Pay-Go Capital
  - Reduced annual pay-go by \$3 million for vehicles and facilities

# FY 2025 Budget Highlights

## Adopted August 20, 2024

- Public Safety
  - Multiple training academies, competitive compensation, opening of new facilities
- Streets
  - Annual pay-go for street resurfacing, intersection safety improvements, ADA on-demand requests, Neighborhood Traffic Management Program, vehicle and equipment replacement

# FY 2025 Budget Highlights

## Adopted August 20, 2024

- Quality of Life
  - Operating costs for new or improved amenities including La Nube, Mexican American Cultural Center, and all staffing required for re-opening of public libraries
- Workforce
  - Increase minimum wage to ~~\$14.11~~ \$15.75 per hour effective Feb. 23, \$1.00 per hour pay increase or minimum 2.5% increase, no healthcare cost increases passed on to employees

# Long-Term Budget Challenges

## Need for Increased Investment

- Streets - 50% of streets rank in the fair to very poor condition
- Facilities - 2/3rd of existing facilities (250+) are more than 30 years old
- Vehicles/equipment - 23% or 460 of light duty vehicles have surpassed their useful life
- Parks - 25 “D” rated and more reaching end of useful life
- No annual funding for City grant match (MPO and city-wide grant program)
- No annual funding for critical Information Technology capital replacement
- Unfunded pension liability



# Annual Pay-Go Funding

Description	Budget	Annual Need
Police/Fire Capital	\$9,400,000	\$11,200,000
Vehicles/Heavy Equipment	\$3,600,000	\$8,500,000
Street Resurfacing	\$10,000,000	\$46,500,000
Parks Amenities	\$1,000,000	\$3,000,000
Facility Renovations	\$4,400,000	\$25,000,000
Grant Match	\$0	\$12,000,000
Information Technology Capital	\$0	\$4,000,000
<b>Total</b>	<b>\$28,400,000</b>	<b>\$110,200,000</b>

# Budget Major Variances

<b>FY 2024 Adopted</b>		<b>\$573.30</b>
Police and Fire	\$14.8	
Civilian Compensation	\$6.8	
Animal Services	\$2.3	
Citywide Election (plus runoff)	\$2.2	
Appraisal Services (Appraisal District)	\$1.0	
Information Technology contracts	\$1.0	
Quality of Life Operating & Maint.	<b>\$0.8</b>	
Utilities (water)	\$0.4	
Reduction in Pay-Go funding	(\$3.0)	
Total	\$26.3	
<b>FY 2025 Adopted</b>		<b>\$599.60</b>

Department	Vacant		Average	FY 2025 Unfunded (Attrition)	Unfunded (Attrition)	Funded Vacancies
	FTE	Salary Base	Salary	Dollars	FTEs	FTEs
ANIMAL SERVICES	48.50	1,622,665	33,457	(1,265,213)	(37.82)	10.68
AVIATION	42.10	1,831,657	43,507	(376,481)	(8.65)	33.45
CAPITAL IMPROVEMENT DEPARTMENT	25.00	1,433,280	57,331	(600,669)	(10.48)	14.52
CITY ATTORNEY	10.00	707,685	70,769	(361,267)	(5.10)	4.90
CITY CLERK	2.00	66,355	33,177	(9,744)	(0.29)	1.71
CITY MANAGER	7.00	446,844	63,835	(316,168)	(4.95)	2.05
COMMUNITY AND HUMAN DEVELOPMENT	17.30	948,896	54,850	(486,339)	(8.87)	8.43
ECONOMIC DEVELOPMENT	7.00	373,140	53,306	(296,693)	(5.57)	1.43
ENVIRONMENTAL SERVICES	114.80	4,011,004	34,939	(2,022,457)	(57.89)	56.91
FIRE	159.50	7,392,444	46,348	(6,377,958)	(137.61)	21.89
HUMAN RESOURCES	12.50	627,510	50,201	(392,000)	(7.81)	4.69
INFORMATION TECHNOLOGY	16.00	902,390	56,399	(659,121)	(11.69)	4.31
INTERNAL AUDIT	1.00	58,700	58,700	(7,000)	(0.12)	0.88
INTERNATIONAL BRIDGES	9.50	367,348	38,668	(141,753)	(3.67)	5.83
LIBRARY	24.50	859,183	35,069	(234,652)	(6.69)	17.81
MAYOR AND COUNCIL	8.00	483,084	60,385	-	(2.58)	5.42
MUNICIPAL COURT	11.05	381,770	34,549	(155,839)	(4.51)	6.54
MUSEUM AND CULTURAL AFFAIRS	22.00	875,573	39,799	(518,753)	(13.03)	8.97
NONDEPARTMENTAL	7.00	365,090	52,156	(100,352)	(37.76)	(30.76)
NONDEPARTMENTAL - CITYWIDE	-	-	39,469	(1,969,623)	(49.90)	(49.90)
OFFICE OF THE COMPTROLLER	1.00	50,666	50,666	(63,336)	(1.25)	(0.25)
PARKS AND RECREATION	184.88	6,168,926	33,367	(2,439,654)	(73.12)	111.76
PLANNING AND INSPECTIONS	28.00	1,327,450	47,409	(869,380)	(18.34)	9.66
POLICE	211.00	6,756,459	32,021	(4,868,935)	(152.05)	58.95
PUBLIC HEALTH	111.75	4,795,798	42,915	(829,650)	(19.33)	92.42
PURCHASING AND STRATEGIC SOURCING	7.00	461,350	65,907	(220,187)	(3.34)	3.66
STREETS AND MAINTENANCE	125.00	4,904,735	39,238	(2,123,414)	(54.12)	70.88
SUN METRO	144.10	5,263,627	36,528	(4,719,926)	(129.22)	14.88
TAX	1.50	93,425	62,283	(17,232)	(0.28)	1.22
ZOO	21.75	906,131	41,661	(574,760)	(13.80)	7.95
<b>Grand Total</b>	<b>1,380.73</b>	<b>\$ 54,483,184</b>	<b>\$ 39,460</b>	<b>\$ (33,018,559)</b>	<b>(836.77)</b>	<b>543.96</b>

## FY 2025 Attrition (Vacancy Savings) 61% of Total

\*Vacancies As of June 2024

Department	FY 2025 General Fund Only						
	Adopted	Filled	Vacant	Average Salary	Attrition (Dollars)	Attrition FTE	Funded Vacancies
AVIATION	0.90	0.40	0.50	43,503	-	-	0.50
CAPITAL IMPROVEMENT DEPARTMENT	88.50	63.50	25.00	57,250	(656,993)	(11.48)	13.52
CITY ATTORNEY	49.00	39.00	10.00	70,769	(361,267)	(5.10)	4.90
CITY CLERK	8.00	8.00	-	33,178	(9,744)	(0.29)	(0.29)
CITY MANAGER	31.24	24.24	7.00	63,835	(316,168)	(4.95)	2.05
COMMUNITY AND HUMAN DEVELOPMENT	25.37	17.18	8.19	54,850	(188,189)	(3.43)	4.76
ECONOMIC DEVELOPMENT	23.50	20.50	3.00	53,306	(86,000)	(1.61)	1.39
ENVIRONMENTAL SERVICES	0.33	0.33	-	-	-	-	-
FIRE	1,122.95	1,005.95	117.00	56,178	(6,377,958)	(113.53)	3.47
HUMAN RESOURCES	39.13	34.13	5.00	50,201	(392,000)	(7.81)	(2.81)
INFORMATION TECHNOLOGY	92.75	76.75	16.00	60,837	(659,299)	(10.84)	5.16
INTERNAL AUDIT DEPARTMENT	8.00	7.00	1.00	58,700	(7,000)	(0.12)	0.88
LIBRARY	168.25	145.75	22.50	34,304	(234,652)	(6.84)	15.66
MAYOR AND COUNCIL	27.00	19.00	8.00	60,385	-	-	8.00
MUNICIPAL COURT	91.90	81.60	10.30	34,549	(155,839)	(4.51)	5.79
MUSEUM AND CULTURAL AFFAIRS	59.75	37.75	22.00	39,799	(518,753)	(13.03)	8.97
NON-DEPARTMENTAL	18.60	11.60	7.00	52,156	(100,352)	(1.92)	5.08
NON-DEPARTMENTAL (CITYWIDE)	-	-	-	39,469	(1,969,623)	(49.90)	(49.90)
OFFICE OF THE COMPTROLLER	36.95	35.95	1.00	50,666	(63,336)	(1.25)	(0.25)
PARKS AND RECREATION	569.87	390.00	179.87	33,434	(2,439,654)	(72.97)	106.90
PLANNING AND INSPECTIONS	127.00	101.00	26.00	47,409	(869,380)	(18.34)	7.66
POLICE	1,447.75	1,254.30	193.45	32,021	(4,798,900)	(149.87)	43.58
PUBLIC HEALTH	90.95	70.68	20.27	43,118	(829,650)	(19.24)	1.03
PURCHASING AND STRATEGIC SOURCING	28.00	21.00	7.00	65,907	(220,187)	(3.34)	3.66
STREETS AND MAINTENANCE	319.10	224.70	94.40	39,344	(1,709,294)	(43.44)	50.96
ZOO	147.50	124.75	22.75	41,369	(574,760)	(13.89)	8.86
<b>Grand Total</b>	<b>4,622.29</b>	<b>3,815.06</b>	<b>807.23</b>	<b>46,790</b>	<b>(23,539,000)</b>	<b>(557.73)</b>	<b>249.50</b>

## FY 2025 General Fund Attrition (Vacancy Savings)

# Revenue and Expenditures Year-to-Date Actuals

# Current Year Revenue (Sep – Nov)

Overall revenue is up, \$3.9 million, or 4.4% compared to the same time last year, primarily driven by:

- Property tax collections is up \$1.8 million, or 10.6%
- City sales tax revenue is up \$101K, or 0.3%
- Franchise fee revenue is up \$1.2 million, or 8.4%
- Engineering reimbursements for capital projects is up \$608K

# FY 2024 Summary (Sep – Nov)

Overall expenditures are up by \$6.1 million, or 5.5% compared to same time last year, primarily driven by:

- Personal services (salaries, benefits, and taxes) increase of \$1.5 million
- Information Technology citywide contracts increase of \$1.2 million
- Citywide election costs increase of \$770K
- Transfers out increase of \$2.0 million due primarily to animal services

# General Fund

## Year-End Total Projection

	FY 2025 Budget	FY 2025 Actuals	FY 2025 Year-End Projection
Revenue	\$599,635,163	\$91,257,867	\$598,289,488
Expenses	\$599,635,163	\$118,415,099	\$598,289,488
Projected Surplus/(Deficit)			\$0

Revenue projection includes a use of \$4.6 million from fund balance (Adopted Budget approved \$7.2 million)



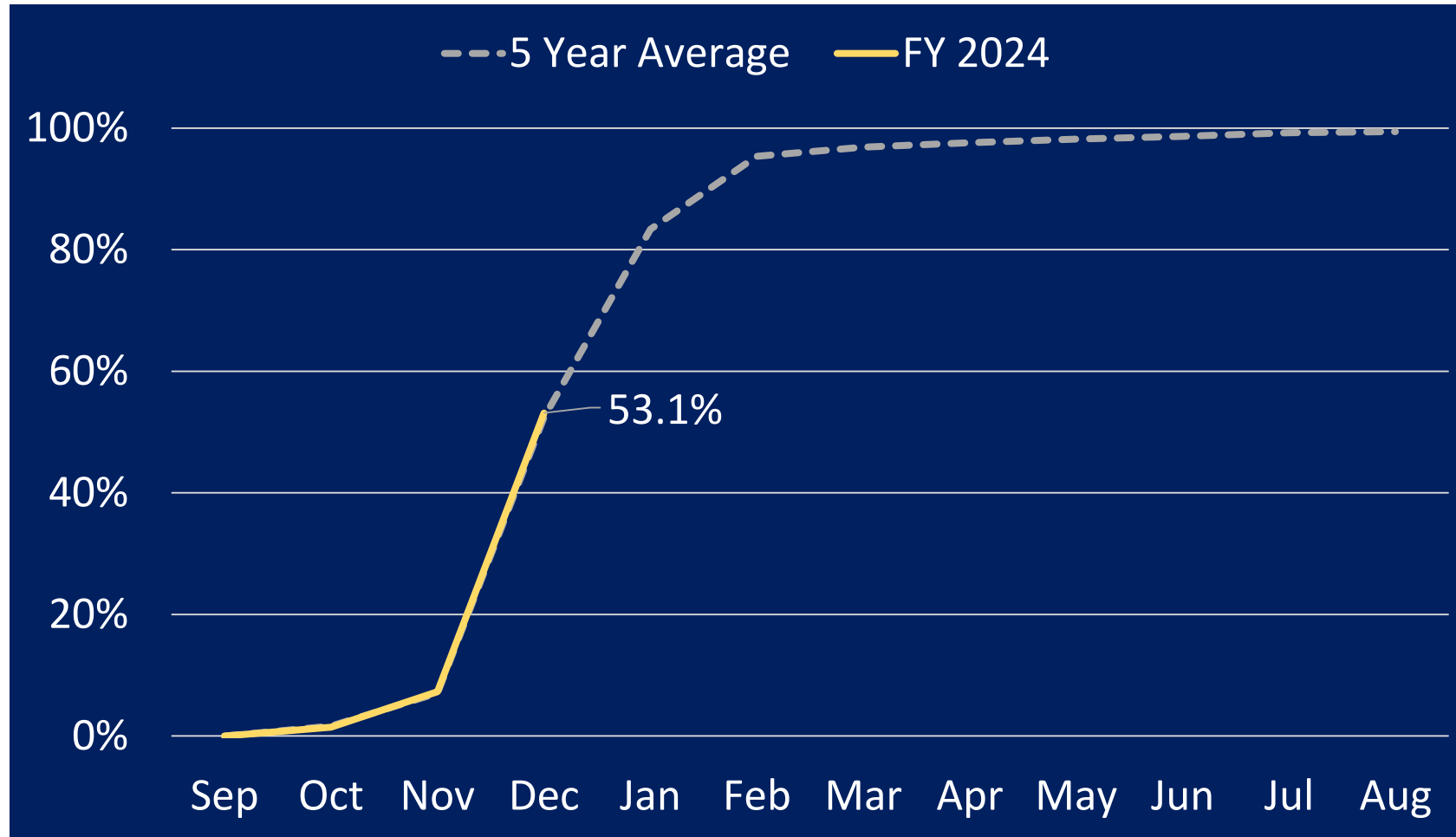
# General Fund Revenue Year-To-Date Comparison

Category	FY 2025 Budget	FY 2025 Actuals (Sep-Nov)	FY 2025 % Total Collected	FY 2024 Actuals (Sep-Nov)	FY 2024 % Total Collected
Property Taxes.....	\$277,572,261	\$18,603,780	6.7%	\$16,820,393	6.3%
Sales Taxes.....	140,926,534	33,583,810	23.8%	33,085,496	24.1%
Franchise Fees.....	65,925,257	14,857,875	22.5%	13,701,731	23.2%
Charges For Services.....	32,879,851	8,026,893	24.4%	8,213,871	23.5%
Fines And Forfeitures.....	8,201,497	1,690,404	20.6%	1,734,551	24.5%
Licenses And Permits.....	12,352,877	3,246,338	26.3%	3,327,191	25.8%
Intergovernmental .....	3,135,548	342,027	10.9%	29,316	0.6%
Interest.....	2,500,000	12,643	0.5%	1,097,760	32.5%
Rents And Other.....	15,667,051	2,575,319	16.4%	1,758,370	12.2%
Operating Transfers In....	40,474,287	8,318,777	20.6%	7,631,980	21.7%
<b>Total Revenue.....</b>	<b>\$599,635,163</b>	<b>\$91,257,867</b>	<b>15.2%</b>	<b>\$87,400,660</b>	<b>15.2%</b>

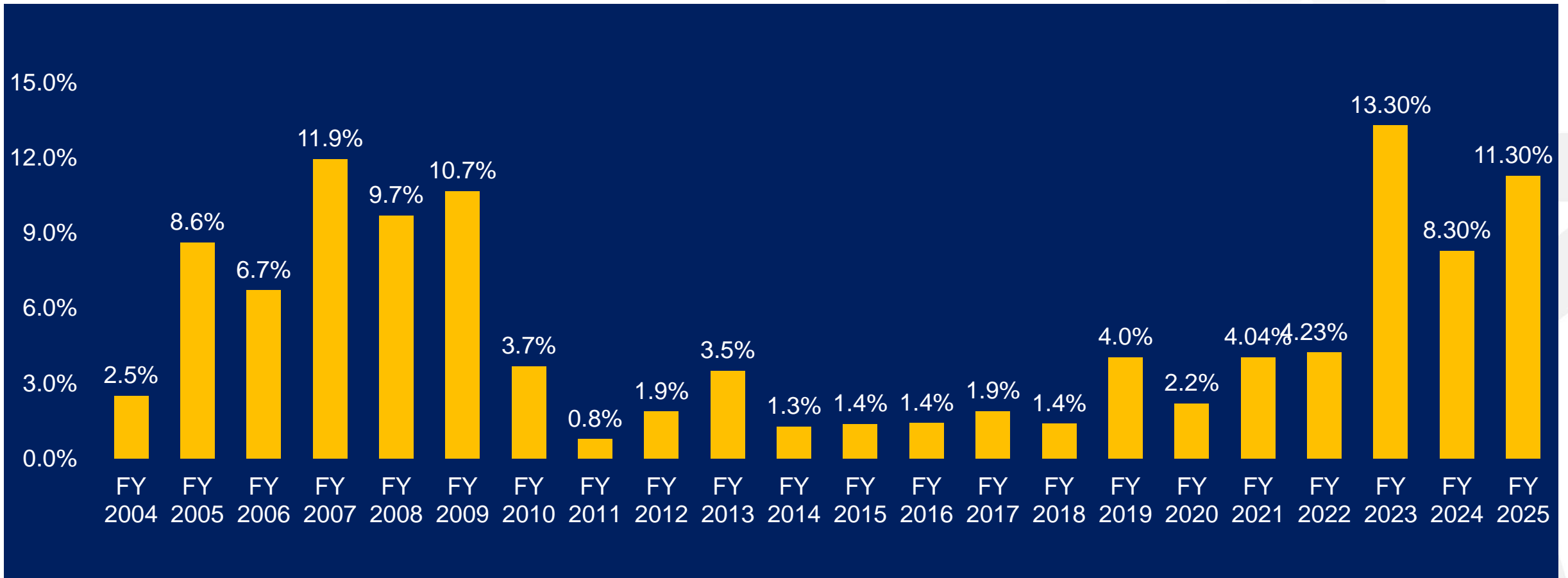
# General Fund Revenue Year-End Projections

Category	FY 2025 Budget	FY 2025 Actuals (Sep-Nov)	FY 2024 Year-End Projection	Projected Over/(Under) Budget
Property Taxes.....	\$277,572,261	\$18,603,780	\$279,231,930	\$1,659,669
Sales Taxes.....	140,926,534	33,583,810	140,294,413	(\$632,121)
Franchise Fees.....	65,925,257	14,857,875	61,594,988	(\$4,330,269)
Charges For Services.....	32,879,851	8,026,893	33,397,491	\$517,640
Fines And Forfeitures.....	8,201,497	1,690,404	8,194,385	(\$7,112)
Licenses And Permits.....	12,352,877	3,246,338	12,613,285	\$260,408
Intergovernmental .....	3,135,548	342,027	3,540,898	\$405,350
Interest.....	2,500,000	12,643	3,751,166	\$1,251,166
Rents And Other.....	15,667,051	2,575,319	15,865,134	\$198,083
Operating Transfers In....	40,474,287	8,318,777	39,805,798	(\$668,489)
<b>Total Revenue.....</b>	<b>\$599,635,163</b>	<b>\$91,257,867</b>	<b>\$598,289,488</b>	<b>(\$1,345,675)</b>

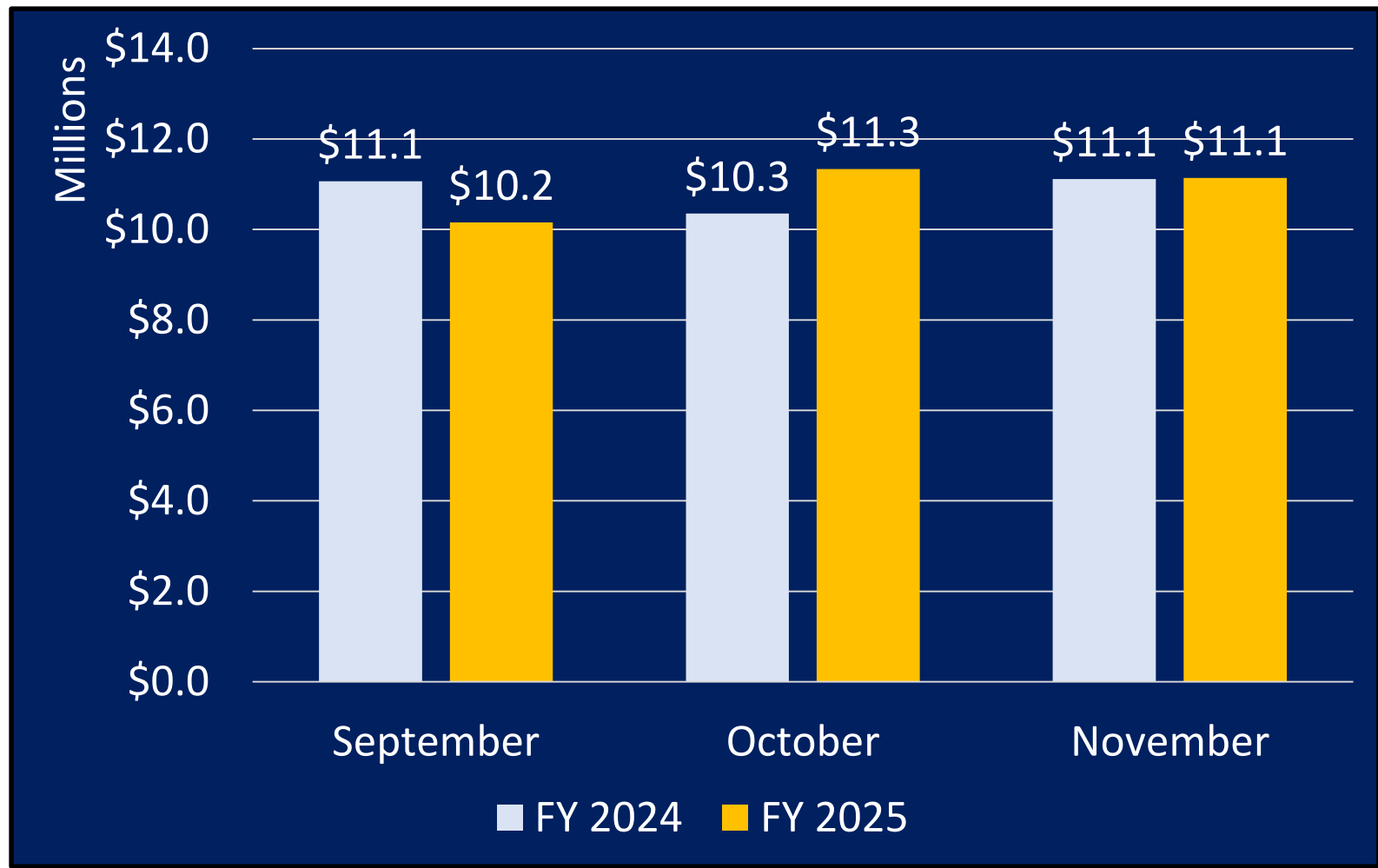
# Property Tax Collection %



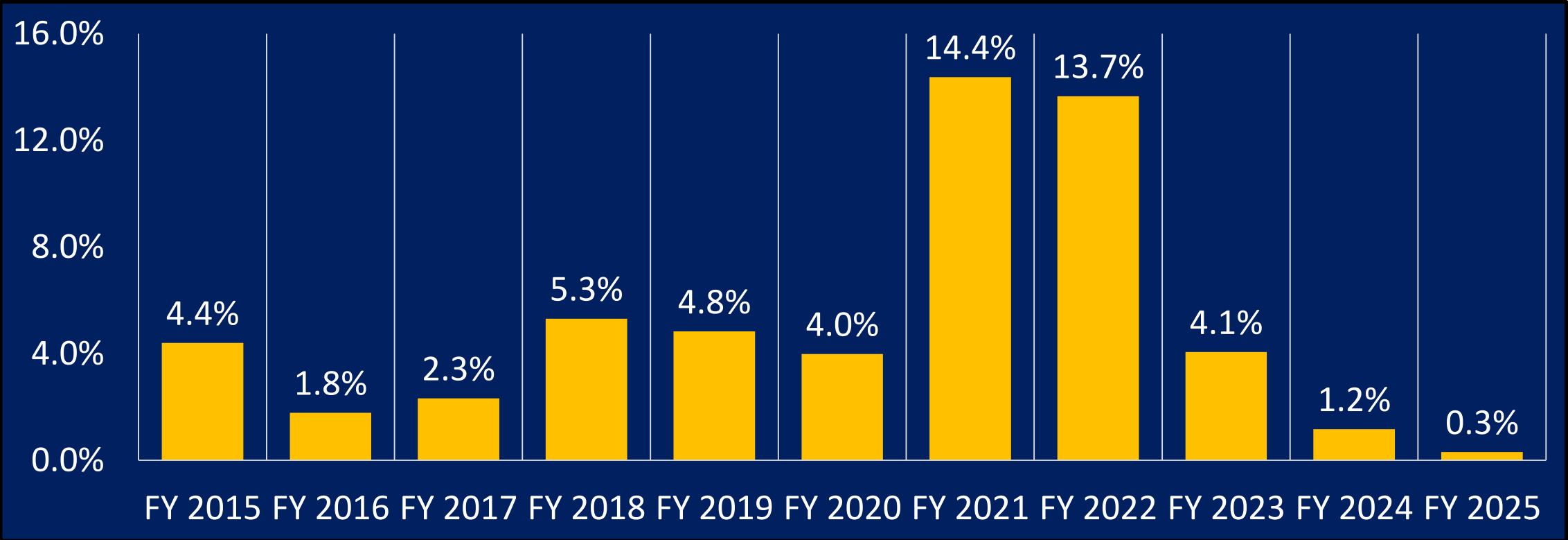
# Property Valuation Growth



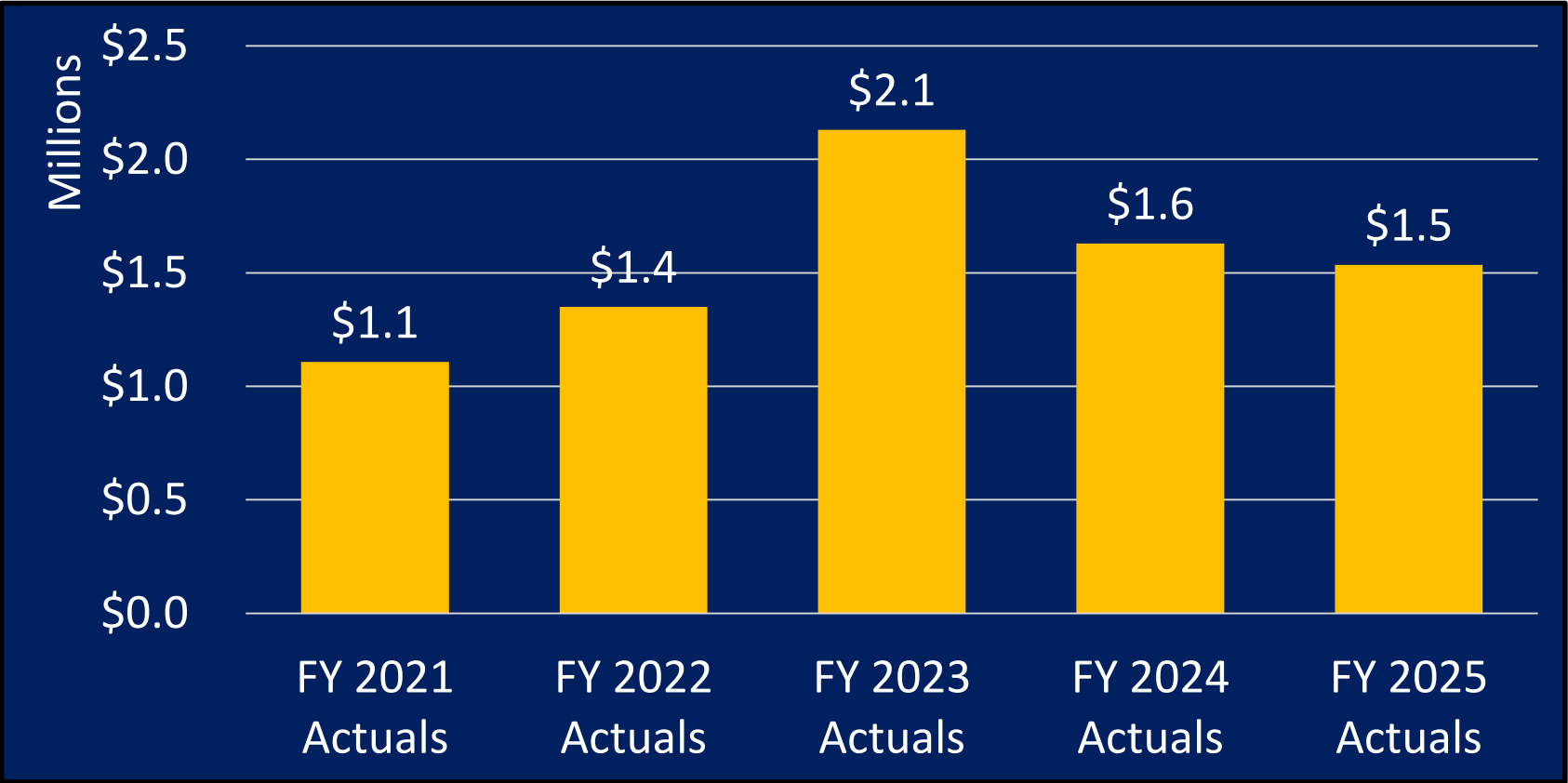
# City Sales Tax Collections



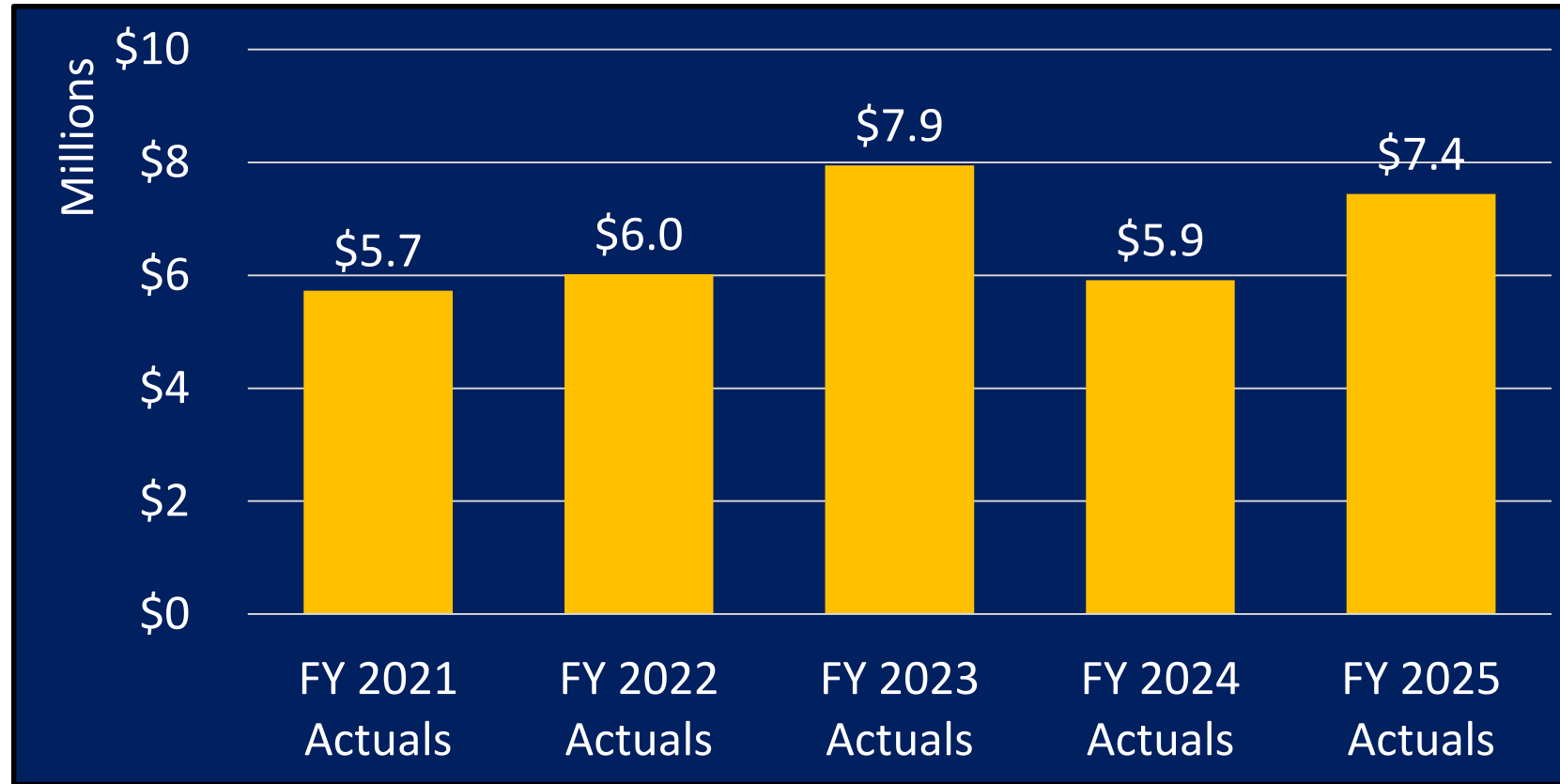
# City Sales Tax Growth



# Texas Gas Franchise Fee

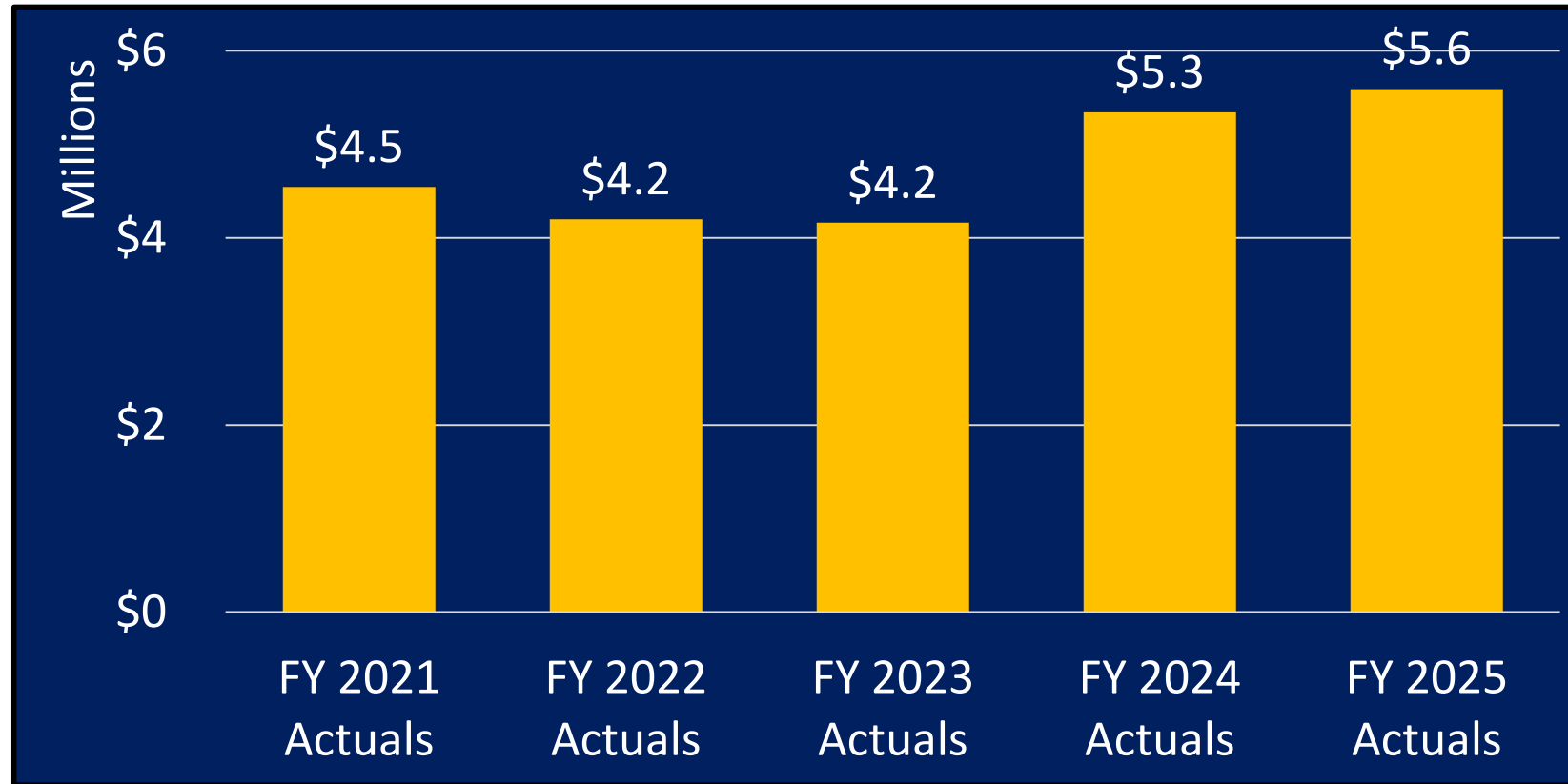


# EP Electric Franchise Fee



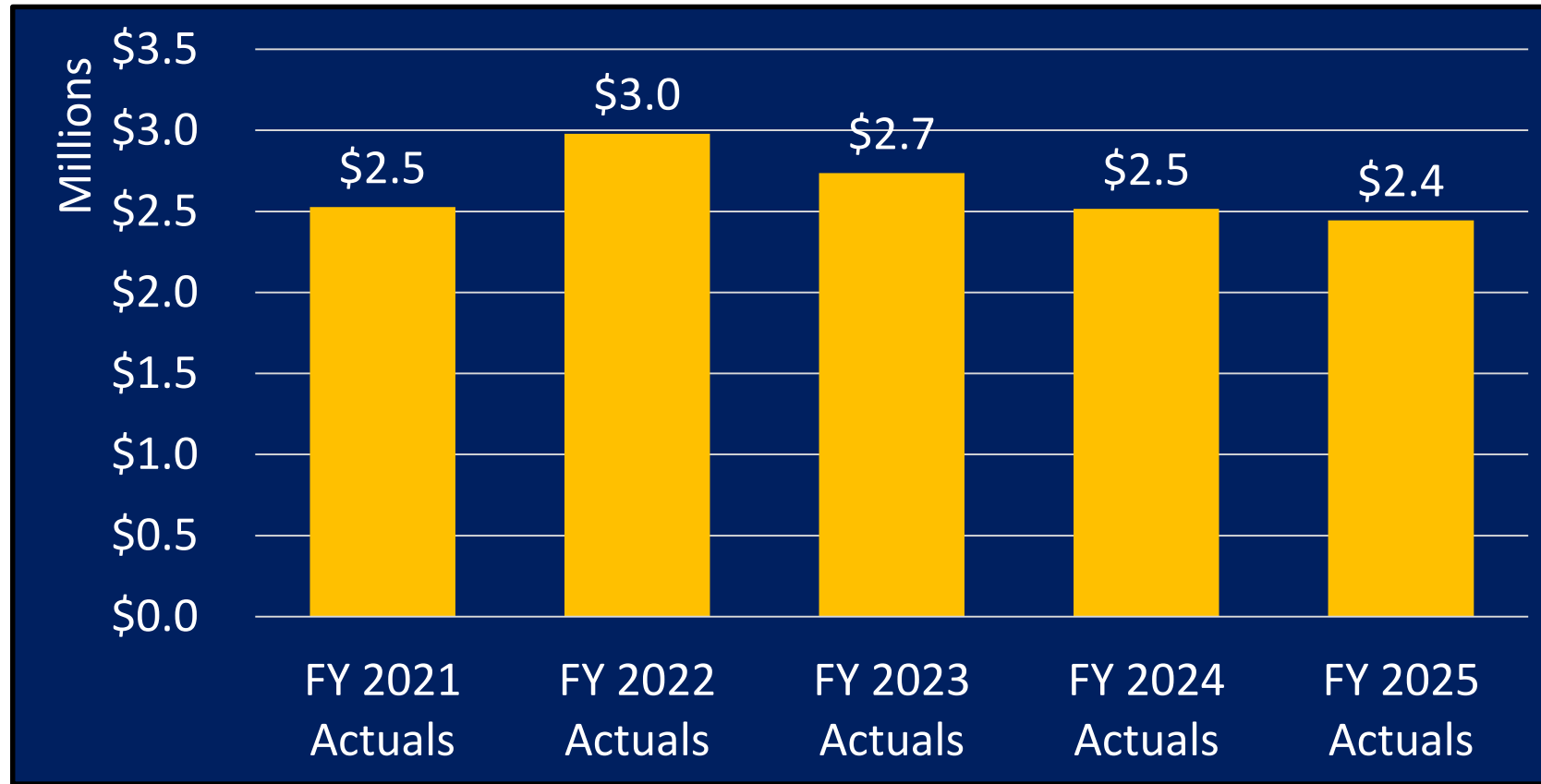


# EP Water Franchise Fee

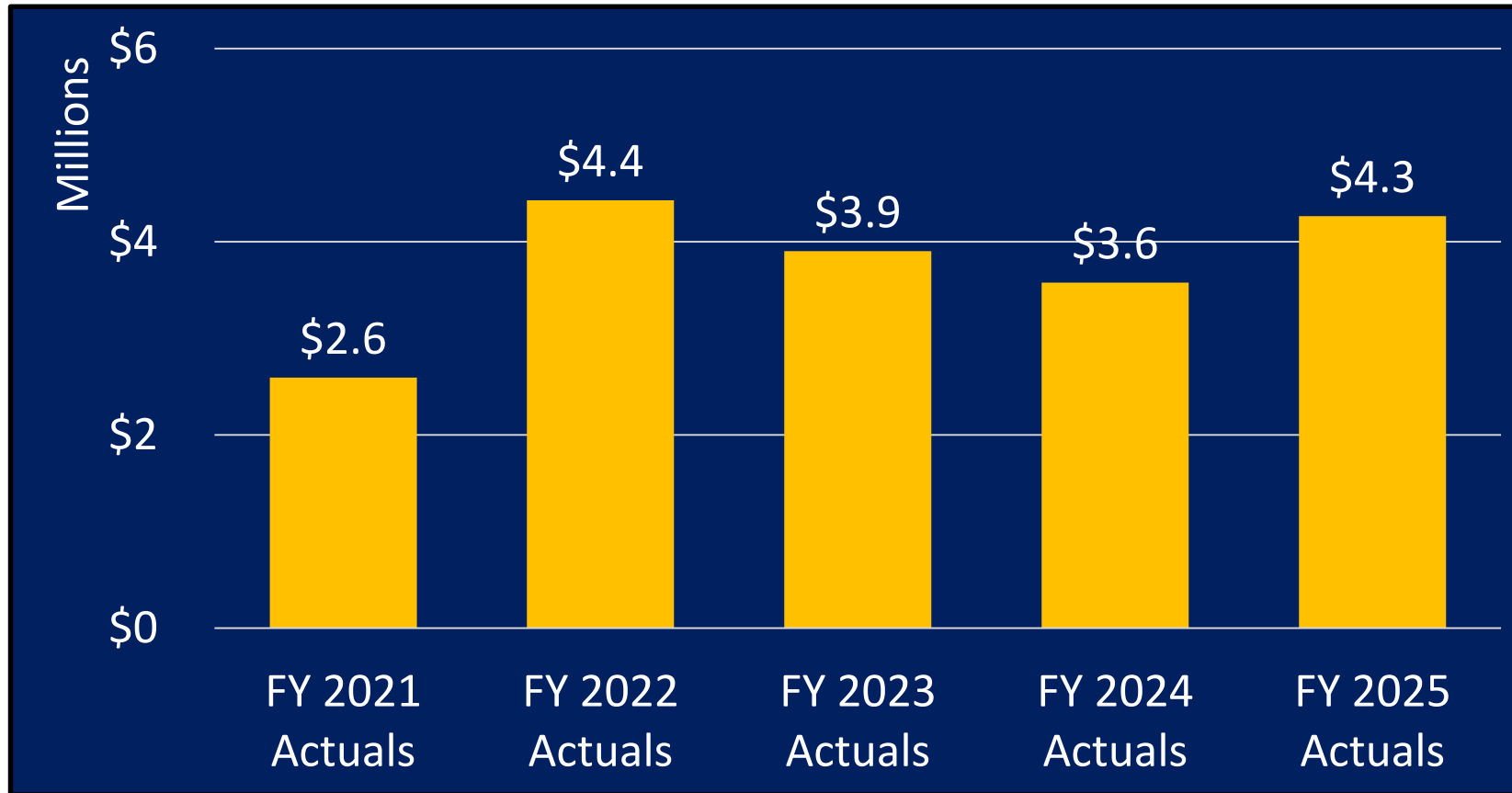


# Licenses and Permits

## Planning & Inspections Dept



# Bridges Transfer to General Fund



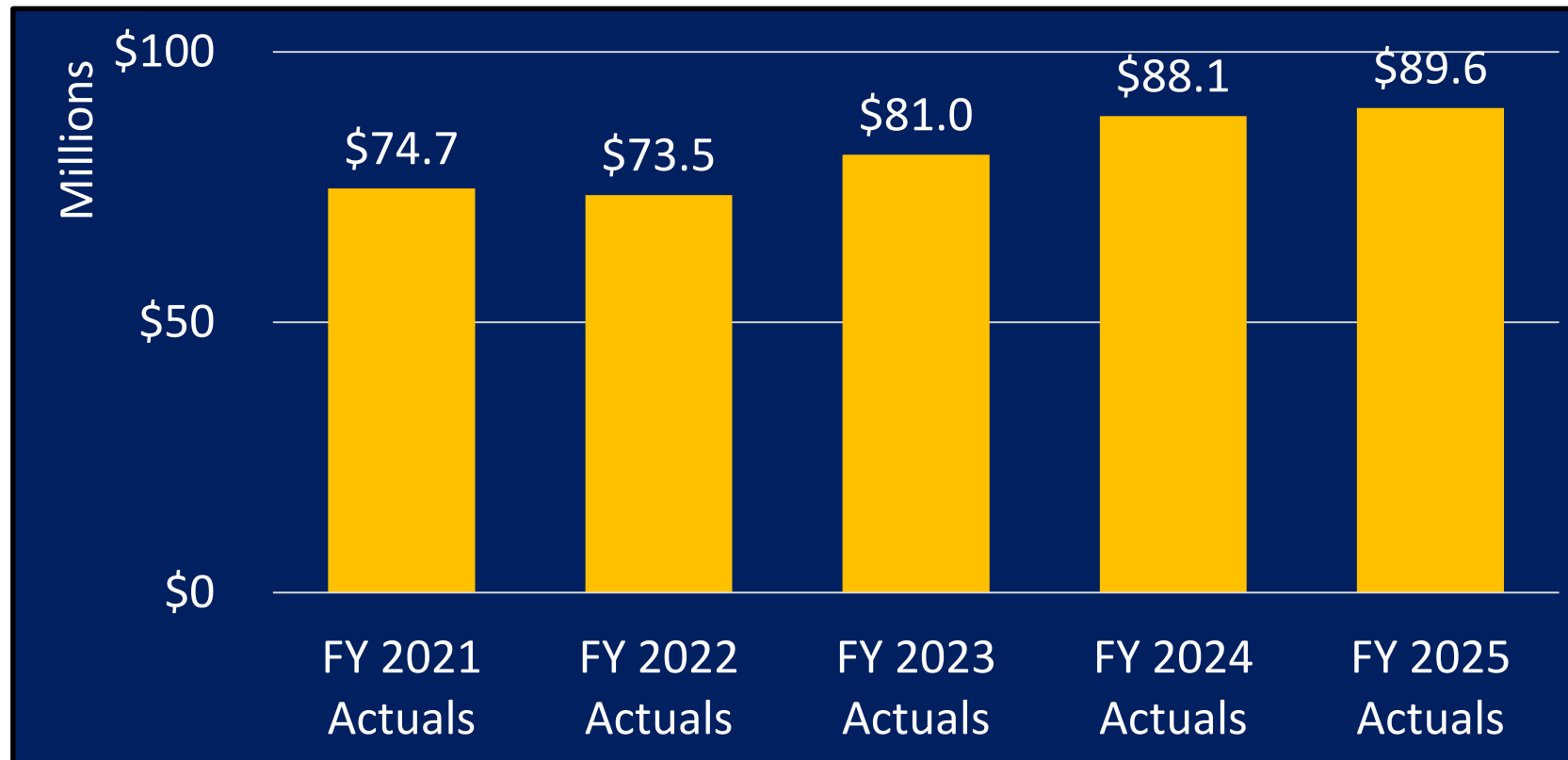
# General Fund Expenses Year-To-Date Comparison

Category	FY 2025 Budget	FY 2025 Actuals (Sep-Nov)	FY 2025 % Total Expensed	FY 2024 Actuals (Sep-Nov)	FY 2024 % Total Expensed
Personal Services .....	\$428,675,038	\$89,613,607	20.9%	\$88,099,447	21.5%
Contractual Services.....	60,188,910	12,611,317	21.0%	10,787,490	20.7%
Materials & Supplies.....	30,696,189	3,941,034	12.8%	4,420,237	16.9%
Operating.....	31,837,937	7,011,711	22.0%	5,668,079	17.8%
Non-Operating.....	1,927,834	338,832	17.6%	478,735	36.8%
Intergovernmental.....	1,665,542	237,950	14.3%	156,425	11.5%
Transfers.....	43,374,577	4,592,278	10.6%	2,605,047	5.5%
Capital.....	1,269,137	68,369	5.4%	69,107	3.4%
<b>Total Expenditures.....</b>	<b>\$599,635,163</b>	<b>\$118,415,099</b>	<b>19.7%</b>	<b>\$112,284,566</b>	<b>19.7%</b>

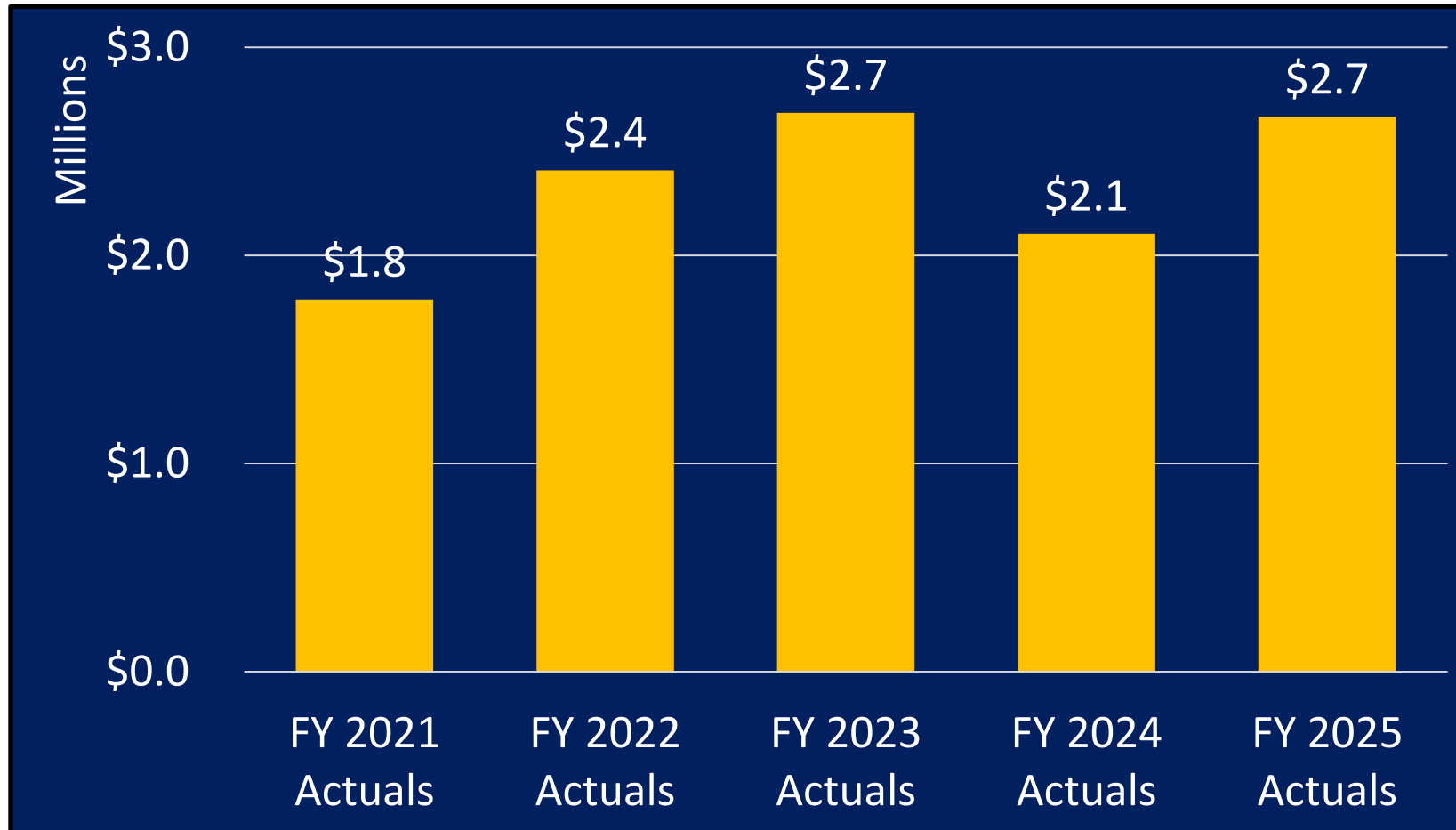
# General Fund Expenses Year-End Projections

Category	FY 2025 Budget	FY 2025 Actuals (Sep-Nov)	FY 2024 Year-End Projection	Projected (Over)/Under Budget
Personal Services .....	\$428,675,038	\$89,613,607	\$427,319,688	\$1,355,350
Contractual Services.....	60,188,910	12,611,317	60,012,199	176,711
Materials & Supplies.....	30,696,189	3,941,034	29,173,267	1,522,922
Operating.....	31,837,937	7,011,711	34,106,472	(2,268,535)
Non-Operating.....	1,927,834	338,832	1,449,371	478,463
Intergovernmental.....	1,665,542	237,950	1,484,754	180,788
Transfers.....	43,374,577	4,592,278	43,376,766	(2,189)
Capital.....	1,269,137	68,369	1,366,973	(97,836)
<b>Total Expenditures.....</b>	<b>\$599,635,163</b>	<b>\$118,415,099</b>	<b>\$598,289,490</b>	<b>\$1,345,673</b>

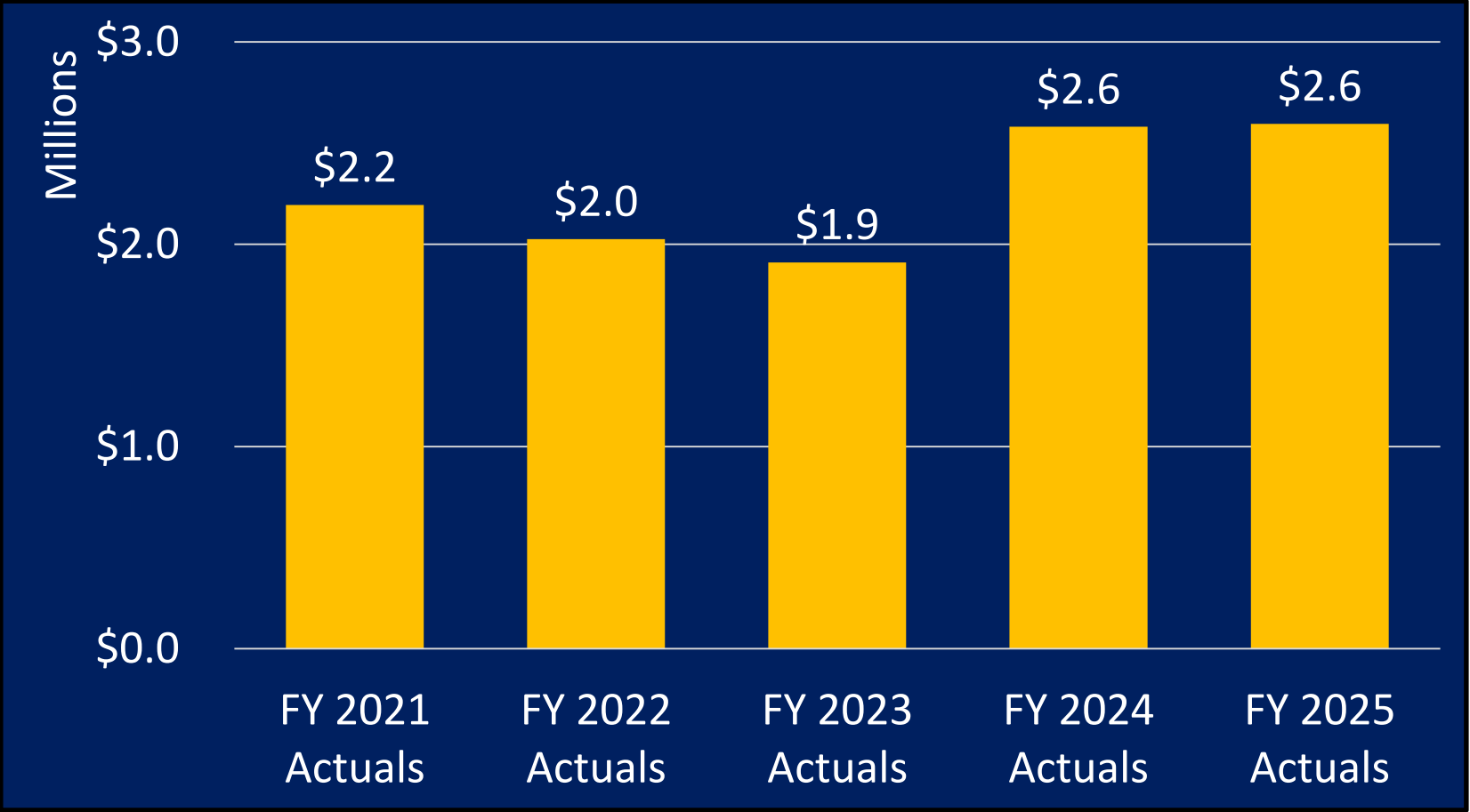
# Personal Services (Salaries, Benefits, Taxes)



# Electricity Expense

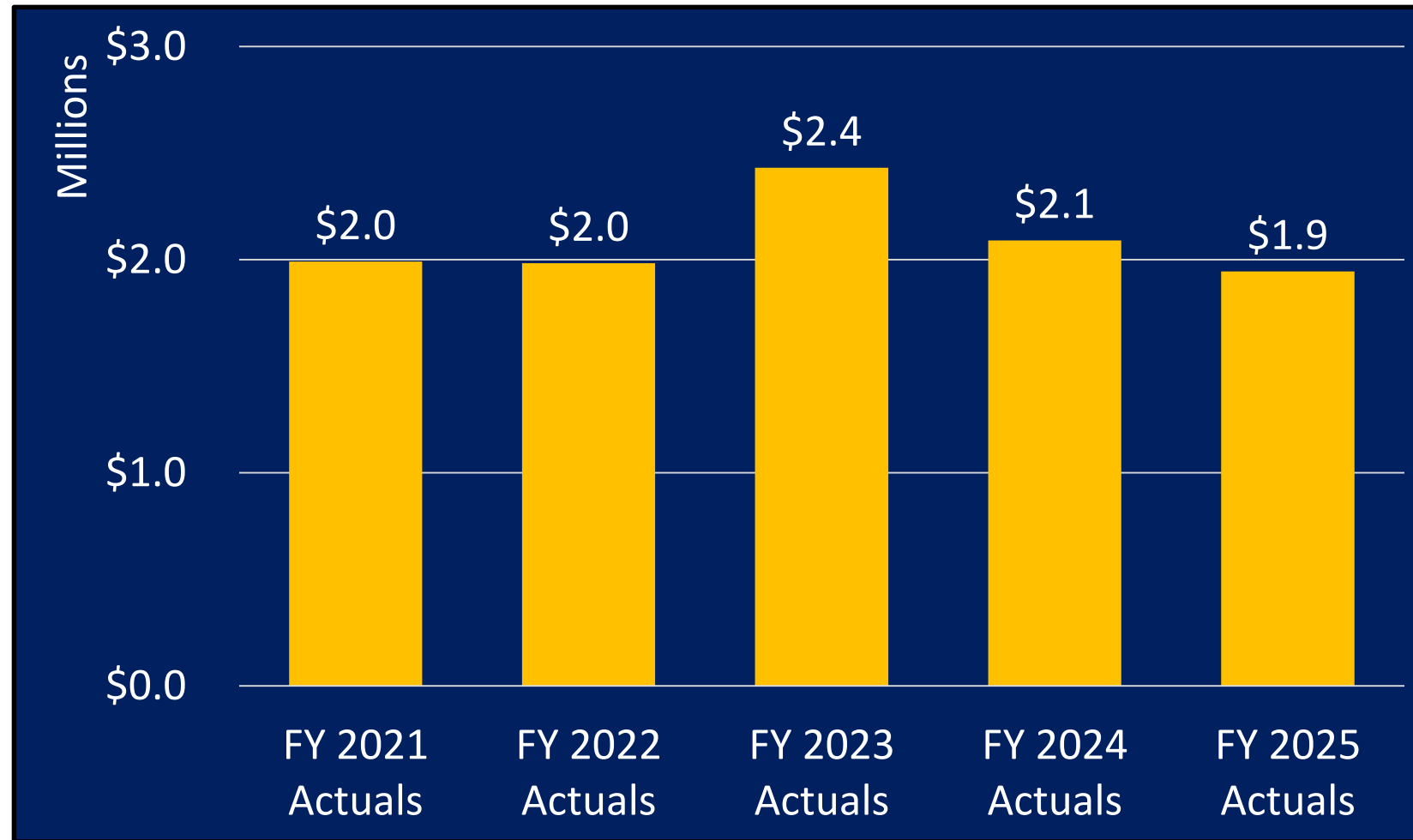


# Water Expense

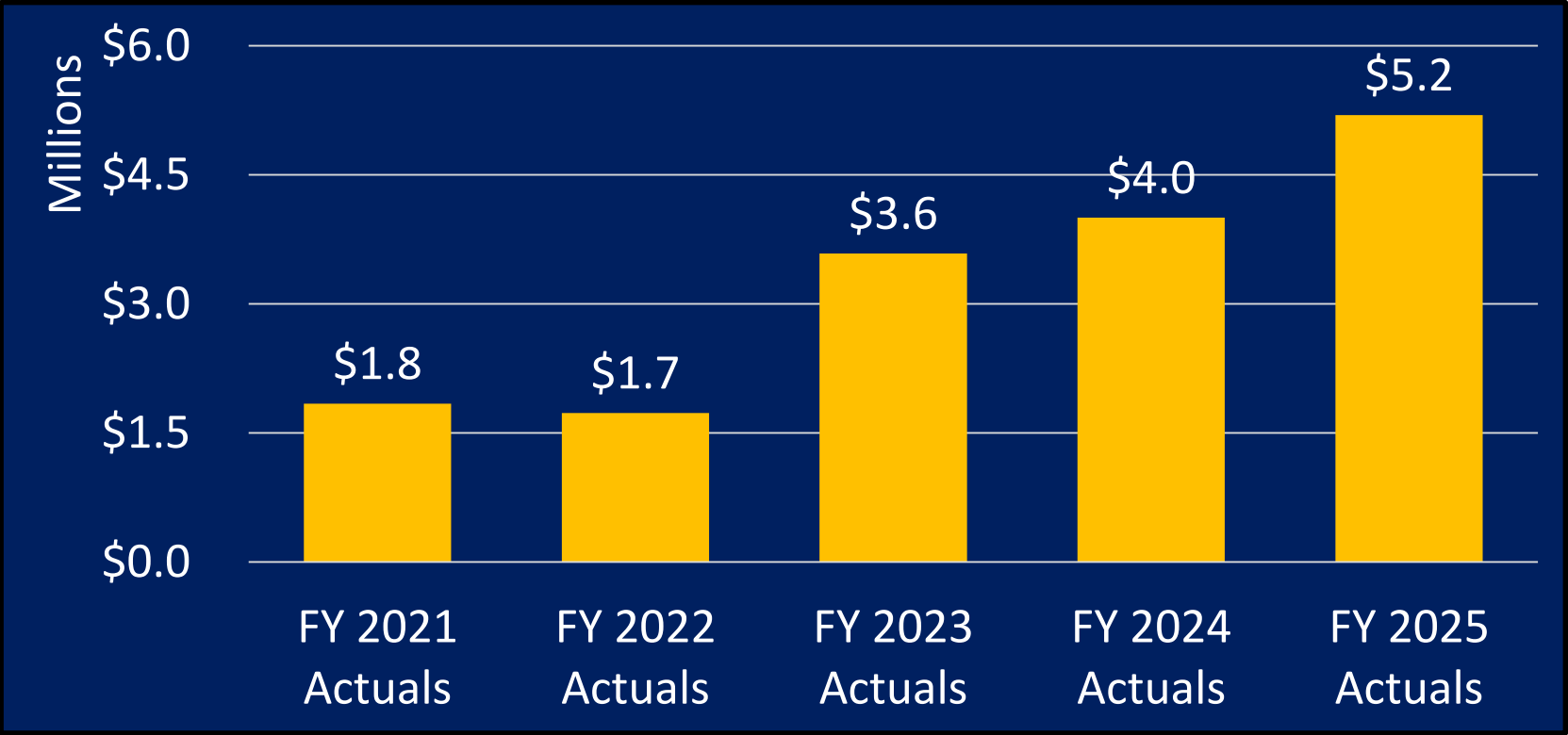




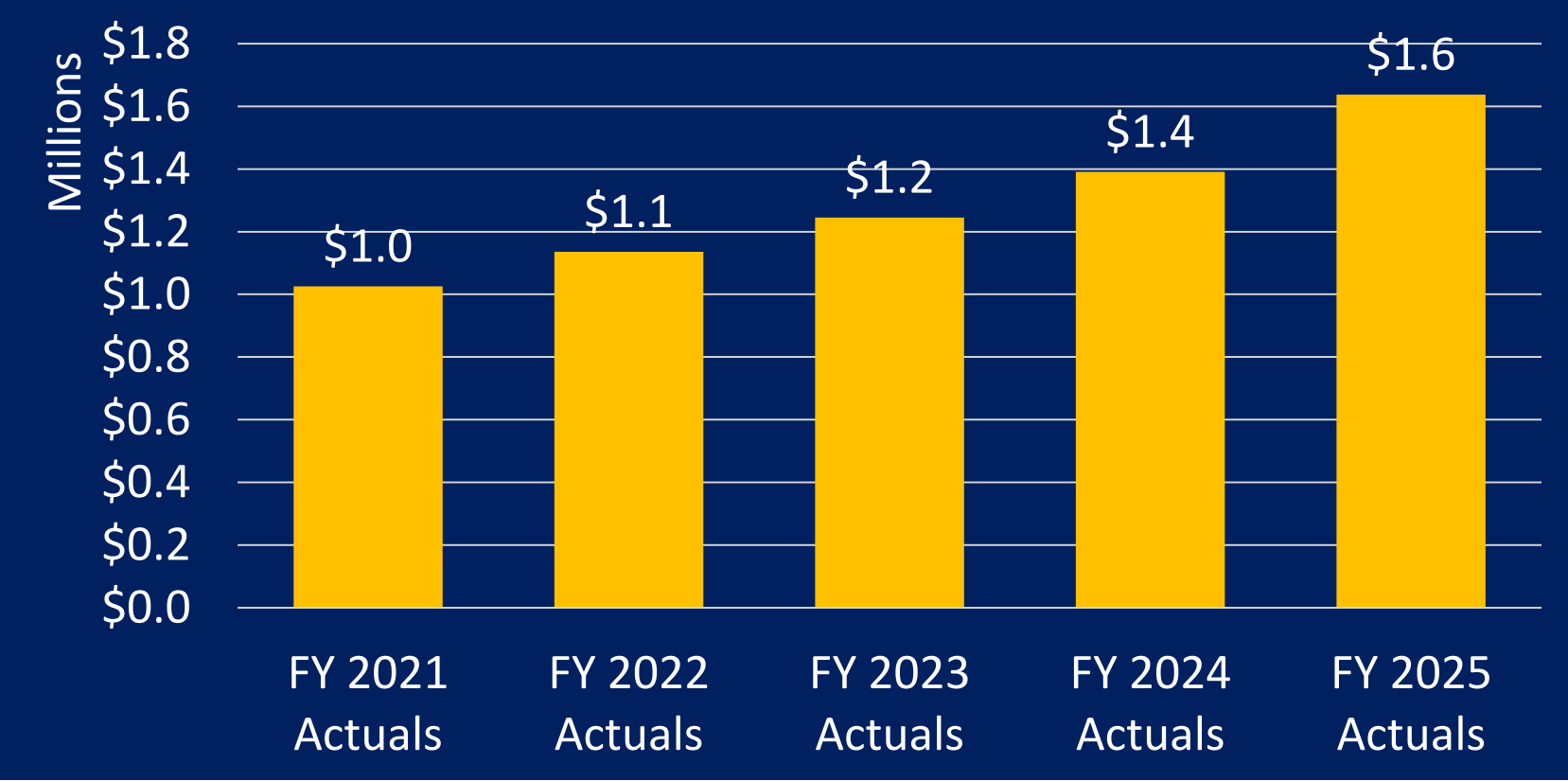
# Fuel & Vehicle Maintenance



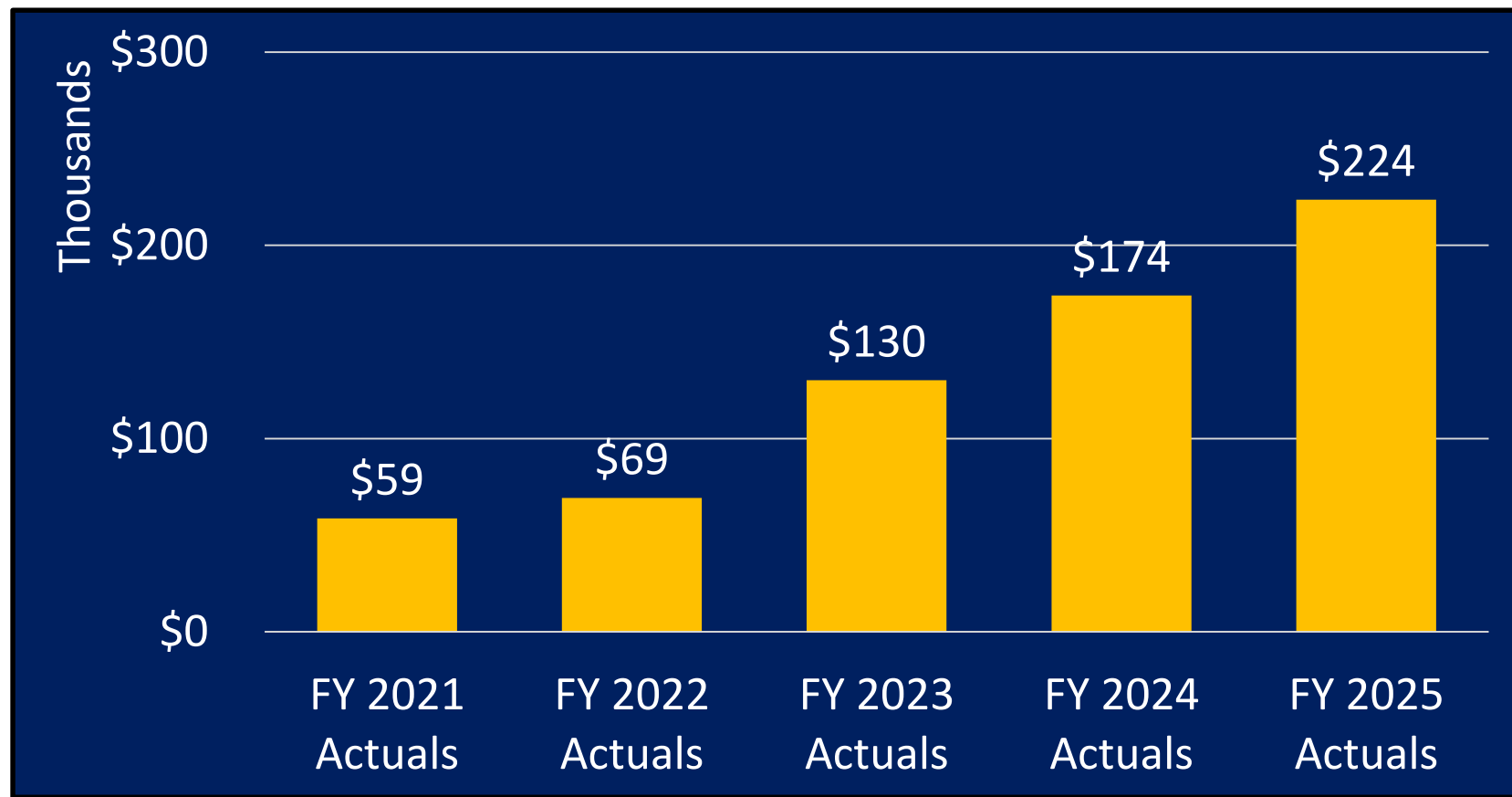
# Information Technology Contracts



# Central Appraisal District – Appraisal Services



# Tuition Assistance Program



# General Fund

## Year-End Total Projection

	FY 2025 Budget	FY 2025 Actuals	FY 2025 Year-End Projection
Revenue	\$599,635,163	\$91,257,867	\$598,289,488
Expenses	\$599,635,163	\$118,415,099	\$598,289,488
Projected Surplus/(Deficit)			\$0

Revenue projection includes a use of \$4.6 million from fund balance (Adopted Budget approved \$7.2 million)

# Summary

- No action being requested
- Year-end projections based on historical trends, limited information, and uncertainty surrounding state, national, and worldwide economic situation
- Lag in real-time revenue collections
  - Sales tax – two month lag in allocation from the State (Dec. sales tax will be received Feb. 12)
  - Franchise fees – paid quarterly (Oct-Dec payments will be received in mid-Feb)

## MISSION



Deliver exceptional services to support a high quality of life and place for our community.

## VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



## VALUES

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



## MISIÓN



Brindar servicios excepcionales  
para respaldar una vida y un  
lugar de alta calidad para  
nuestra comunidad

## VISIÓN



Desarrollar una economía regional  
vibrante, vecindarios seguros y  
hermosos y oportunidades  
recreativas, culturales y educativas  
excepcionales impulsadas por un  
gobierno de alto desempeño



## VALORES

Integridad, Respeto, Excelencia,  
Responsabilidad, Personas





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-166, Version: 1**

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

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

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

##### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

Presentation and discussion on the City's Sexual Harassment and Violence in the Workplace Prevention Policies.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

*Mary Wiggins*

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



CITY OF EL PASO

# Harassment Prevention

City of El Paso  
Mayor and Council Training January 2025



## MISSION



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# City of El Paso Strategic Plan

## **Goal 5: “Promote transparent consistent communication among all members of the community”**

- **5.1: Set a climate of respect, collaboration, and team spirit among Council, City Staff and the community**
- **5.4: Enhance internal communication and employee engagement**

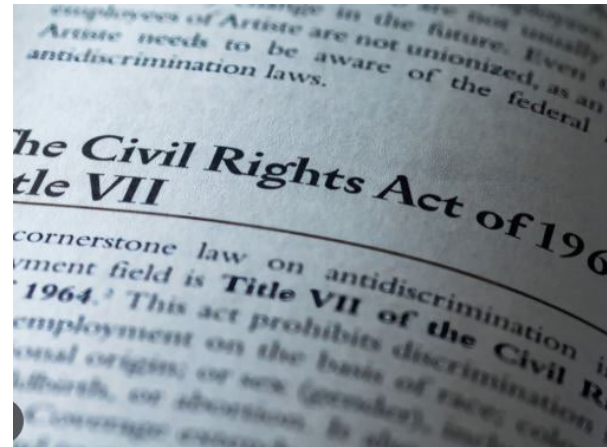
## **Goal 6: “Set the Standard for Sound Governance and Fiscal Management”**

- **6.3: Implement programs to reduce organizational risk**
- **6.4: Implement leading-edge practices for achieving quality performance excellence**
- **6.8: Support transparent and inclusive government**

# Title VII of the Civil Rights Act of 1964

Prohibits employers from discrimination based on:

- Race
- Color
- Sexual orientation
- Gender identity
- Religion
- National origin



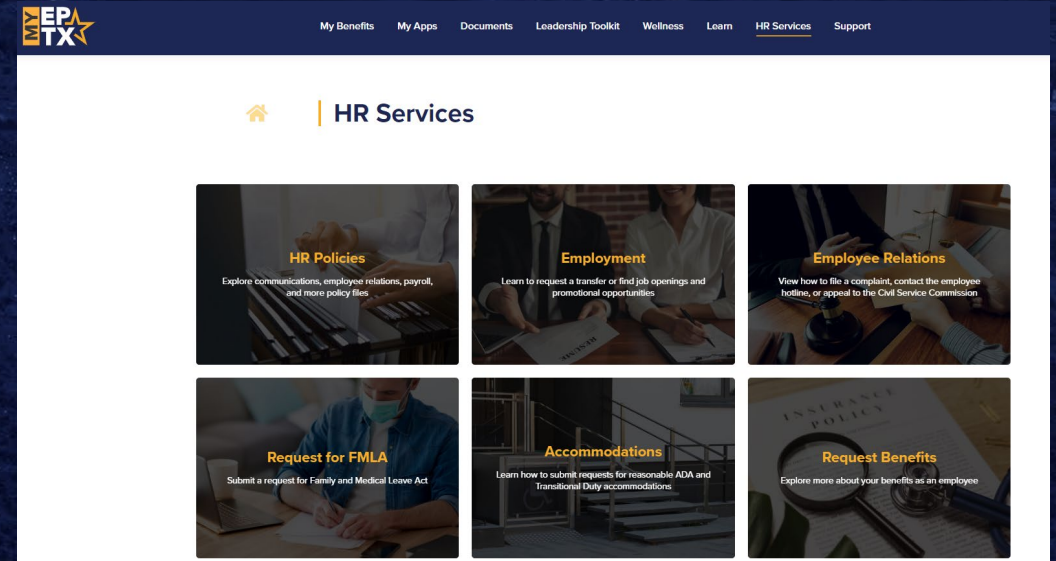
Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964.



# What is Sexual Harassment?

- Unwelcome sexual advances, requests for sexual favors, and verbal or physical harassment of a sexual nature.
- Two types:
  - Quid Pro Quo
  - Hostile Work Environment

The Sexual Harassment Policy can be found in the Documents section of My El Paso.





# Quid Pro Quo

- A favor or advantage granted or expected in return for something of a sexual nature.
- Normally involves someone with power.
- Victims may feel trapped and fear losing their jobs.



# Hostile Work Environment

- Ongoing, pervasive or severe behavior that unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.
- Three forms:
  - Verbal
  - Visual
  - Physical



# 3<sup>rd</sup> Party Harassment

- The victim can be a 3<sup>rd</sup> party who is not the intended recipient of the behavior, a person who witnesses or overhears behavior they find offensive.
- The harasser can be the victim's supervisor, manager, co-worker, vendor, contractor, visitor or customer.





If my friends and I like to joke around, why should we have to change our behavior just because one person does not like it?

- Harassment and discrimination laws protect everyone.
- Unlike the “free speech” rights you enjoy in other aspects of your life, it’s not your “right” to make discriminatory or harassing comments in the workplace.



# What is a Bystander?

- A person who is present but is not directly involved.
- A witness to the harassment.
- Can be anyone.



# Bystander Intervention

- Speak up.
- Verbalize offensive behavior and ask for it to stop.
- Report it, it's the law.





A woman with dark hair, wearing a plaid shirt, is shown in a warehouse setting. She has a concerned expression on her face. In the background, there are shelves filled with cardboard boxes. Overlaid on the image is the title 'REASONS PEOPLE GIVE FOR NOT INTERVENING' in yellow capital letters, and a list of reasons in white text.

## REASONS PEOPLE GIVE FOR NOT INTERVENING

- It won't do any good.
- I hate confrontation.
- I'm too busy.
- I don't want to get involved.
- I'm not sure that it's really harassment.
- I don't want others to think I can't take a joke.

*Fear of Retaliation is another reason why people do not intervene*

# What is Retaliation?

- When an employer takes adverse action against the employee who reported the harassment.
- Retaliation is sometimes seen when coworkers “shun” or ostracize the person who came forward and complained.
- Retaliation protection includes the victim and anyone who reported it or is part of the investigation.
- Retaliation is illegal and should always be reported.





# Reporting Sexual Harassment

SB 45 prohibits sexual harassment in the workplace. This bill provides that an employer, including a city or a person who acts directly in the interests of an employer in relation to an employee, commits an unlawful employment practice if sexual harassment of an employee occurs and the employer or the employer's agents or supervisors: (1) know or should have known that the conduct constituting sexual harassment was occurring; and (2) fail to take immediate and appropriate corrective action. (Effective September 1, 2021.)

This means you could be personally liable for not reporting.



# Reporting Sexual Harassment

- Report it to a supervisor, HR Representative, Director or email HR – Employee Relations at [HR-EmployeeRelations@elpasotexas.gov](mailto:HR-EmployeeRelations@elpasotexas.gov)
- Report in writing. Report immediately.
- Failure to report can result in personal liability. Failure to report any witnessed violation is considered unlawful and could have legal repercussions for an individual who did not come forward and report sexual harassment they knew of or should have known of.



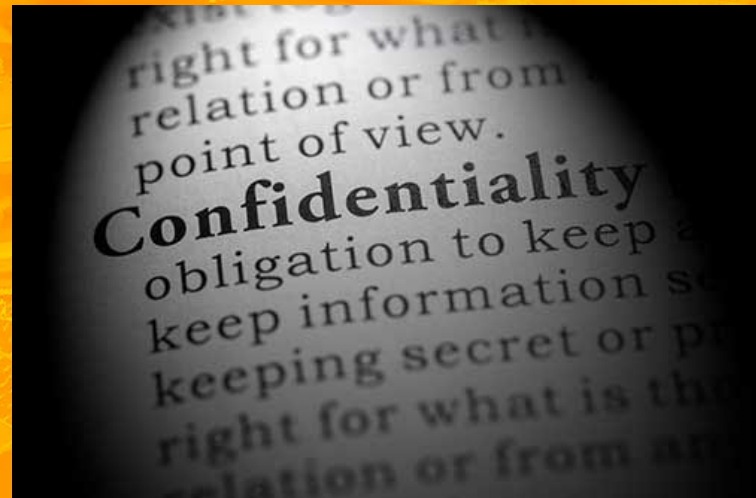
# Supervisor Responsibilities in Reporting

Dos	Don'ts
Report it to Department Head and HR within 24 hours.	Do not try to “fix” the issue.
Treat all complaints of sexual harassment seriously.	Do not try to uncover details about a prior claim.
Collect the employee's statement in writing.	Do not retaliate.
Maintain confidentiality throughout an investigation.	Do not discuss with <i>anyone</i> other than the investigator



# Confidentiality

- The confidentiality of the employee and all involved will be strictly respected to the extent allowed by law.
- Supervisors need to maintain confidentiality.
- Failure to maintain confidentiality will result in disciplinary action.
- If you are called as a witness, you must maintain confidentiality of all information involved in the investigation.



# Consequences

- If the investigation reveals that the complaint is substantiated, prompt disciplinary action will be taken to stop the harassment immediately and prevent reoccurrence.

Discipline

Demotion

Suspension

Termination

Criminal Charges, Fines

Jail Time



# Remember...

- Sexual harassment, harassment, discrimination and retaliation are against the law.
- Sexual harassment includes unwelcome behavior of a sexual nature.
- Quid pro quo and hostile work environment are types of sexual harassment.
- Engaging in unlawful harassment or discrimination could result in disciplinary action up to and including termination.

# Remember...

- Be professional and respectful.
- Do your part to create a safe work environment.
- Take action if you are a bystander, it's the law.
- If someone complains about your behavior, STOP.
- Report it to a supervisor, HR Representative, Director or email HR – Employee Relations at [HR-EmployeeRelations@elpasotexas.gov](mailto:HR-EmployeeRelations@elpasotexas.gov)



# Questions?







CITY OF EL PASO

# Prevention of Violence in the Workplace Policy

City of El Paso



## MISSION



Deliver exceptional services to support a high quality of life and place for our community.

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# City of El Paso Strategic Plan

**Goal 5: “Promote transparent consistent communication among all members of the community”**

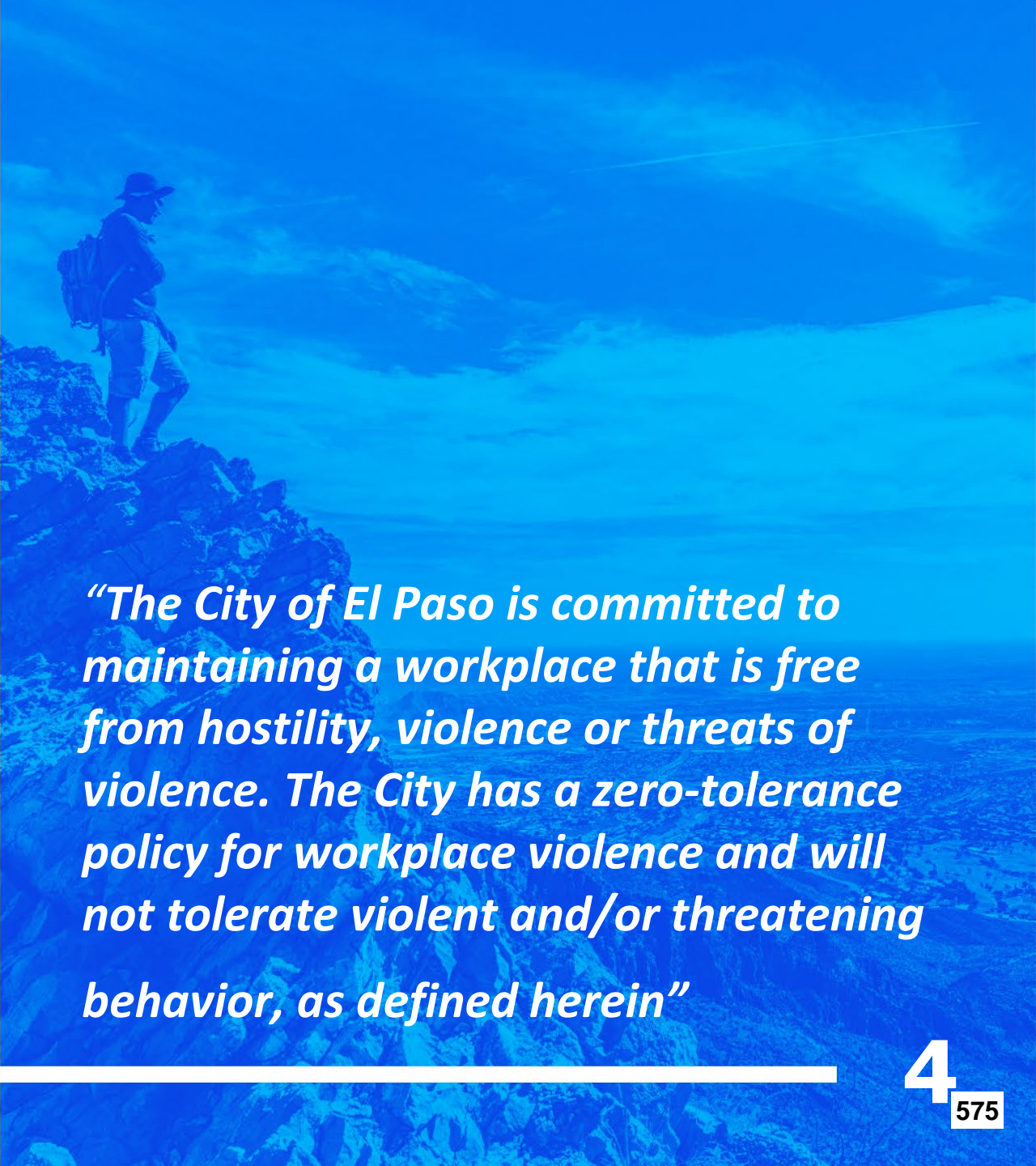
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- **5.4: Enhance internal communication and employee engagement**

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

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- **6.4: Implement leading-edge practices for achieving quality performance excellence**
- **6.8: Support transparent and inclusive government**

# Objectives

- **Prevention Violence in the Workplace  
Policy Overview**
- **Workplace Conduct & Professionalism**
- **Identifying Violence in the Workplace**
- **Reporting procedures and  
consequences**



*“The City of El Paso is committed to maintaining a workplace that is free from hostility, violence or threats of violence. The City has a zero-tolerance policy for workplace violence and will not tolerate violent and/or threatening behavior, as defined herein”*



## II. Applicability

### Policy Applies to:

This policy applies to *all employees and other City personnel* to include civil service, non-civil service, uniformed personnel, appointed employees, interns, volunteers (including those appointed to boards and commissions), all elected officials, and third parties within the City's control (collectively referred to as “City personnel” in this policy), *while they are in the workplace or worksite*, as defined herein.

This policy also applies to *conduct that occurs off City property, if it affects any individual's employment or contract with the City.*

# What is Workplace Violence?

Verbal or physical conduct sufficiently severe, offensive or intimidating that may be reasonably construed to be hostile in nature.

# **Workplace Violence**

## **Including, but not limited to:**

- **Violent physical actions or attacks**
- **Verbal or physical conduct in the worksite**
- **Direct or implied threats to do harm to person or to property**
- **Verbally abusive or intimidating language or gestures**
- **Threatening, abusive, or harassing communication**
- **Unauthorized possession of a weapon at the worksite**
- **Destructive or sabotaging actions vs. City or personal property**
- **Engaging in a pattern of unwanted or intrusive behavior**
- **Violation of a court issued protective/restraining order**
- **Bullying or harassment**



# Policy Highlights

- **ZERO-TOLERANCE** policy applies to **ALL** employees.
- Employees are prohibited from engaging in violent and/or threatening behavior.
- Possession of a weapon on a workplace site, including open carry and concealed handguns, is strictly prohibited.
- Employees involved in a confrontation are expected to walk away.



# Professionalism in the Workplace

- **Employees are required to treat others with respect, dignity, and professionalism.**
- **Actions, words, or conduct that create an actual or perceived hostile, uncomfortable, or unsafe work environment for others is prohibited.**
- **It is everyone's responsibility and obligation to maintain a workplace that is free from hostility, harassment, and threats of violence.**

# Unacceptable Behavior

**Inappropriate Humor**— Alleged jokes or humorous statements that make explicit or implicit references to violence directed at an individual, group of individuals, or property.

**Verbal Harassment**—Insulting, threatening, or obscene language that interferes with or intimidates another person in the exercise of their lawful right to work.

**Hostility** — Hatred, unreasonable anger or antagonism. Acting in an unreasonably aggressive manner in any way towards another.

**Intimidation** — Engaging in actions intended to frighten, coerce or induce duress. Includes, but is not limited to stalking or threatening.

**Physical Attack** — The unwanted or hostile physical contact such as, but not limited to, hitting, fighting, pushing, shoving or throwing objects.

# Bullying is prohibited

**Bullying**— Abusive treatment, including the use of force or coercion to affect others, particularly when habitual and involving an actual or perceived imbalance of power. It may involve verbal harassment or physical assault and may be directed persistently towards particular victims.

The **'imbalance of power' may be social power and/or physical power.** The victim of bullying is sometimes referred to as a target. Bullying consists of three basic types of abuse — emotional, verbal, and physical. It typically involves **subtle methods of coercion such as intimidation.**

# Retaliation is prohibited

**Retaliation** - Includes any adverse employment action taken against an individual for filing a complaint under a variety of laws. Individuals supporting another's complaint or testifying as a witness are afforded the same protection from adverse employment action as an individual bringing forth a complaint.

**The City will not tolerate retaliation against any person who reports an actual or perceived violation of this policy.**

# Weapons are prohibited

**Weapon - Any item that is used to threaten or commit violence, including but not limited to those items listed in 46.01 of the Texas Penal Code, or as amended, unless required and authorized as a part of the employee's job duties and use for a purpose consistent with their job duties.**

**This includes, but is not limited to, firearms, knives, clubs, bear spray, and explosive devices, and applies regardless of whether the employee is legally licensed to carry the weapon, and whether it is carried openly or in a concealed manner.**

# Respect, Dignity & Professionalism

**All City personnel are required to treat others with whom they interact in the workplace with respect, dignity, and professionalism at all times.**

**Behavior that undermines this standard is a violation of this policy. This includes any actions, words, or conduct that create an actual or perceived hostile, uncomfortable, or unsafe work environment for others.**

**City personnel involved in a confrontation are expected to walk away before the situation results in workplace violence. All violent and/or threatening behavior will be taken seriously.**



# Walk Away

**City personnel involved in a confrontation are expected to walk away before the situation results in workplace violence. All violent and/or threatening behavior will be taken seriously.**

# Reporting Protocol Employees

- City policy requires action on all reports of violations of this policy, without exception.
- See/hear something, say something!
- Report it to immediate Supervisor or HR representative.
- Supervisors must take each threat serious and report it to HR immediately
- Employees must cooperate fully in investigations.
- Retaliation against all reporting and involved employees will not be tolerated.

# Employee Reporting

An employee or individual who has actual knowledge of, witnesses, or reasonably perceives any violent, threatening or hostile behavior, harassment or coercion must report such behavior as soon as practicable, to any of the following: Security Contact, Departmental Human Resources Manager, Supervisor, or the Human Resources Department.

An employee must make such report(s) regardless of who commits the act or engages in the conduct or behavior.

Individuals making good faith reports may do so without fear of retaliation.

# Supervisor Reporting

**Supervisors Reporting — Supervisors must immediately report to the Departmental Human Resources Manager or the Chief Human Resources Officer any actual or perceived violations of this policy.**

# Investigations

**The Chief Human Resources Officer or designee will conduct a prompt and thorough investigation in response to all identified concerns.**

**All City personnel covered by this policy must cooperate fully in any investigation efforts by the Chief Human Resources Officer or designee .**

# Legal Action

**In all cases where a credible threat of violent behavior is directed at an employee or other City personnel, the City in conjunction with the appropriate law enforcement agency, may take appropriate legal action or other steps necessary to help protect the individuals.**

**The City may refer violations of this policy for criminal investigation.**

# Consequences

- **Violation of policy will result in disciplinary action up to and including termination.**
- **Failure to report actual or potential violent/threatening behavior may also result in disciplinary action.**





# **Disciplinary Action regarding a City employee**

**The City Manager, designee or the relevant Department Directors will take appropriate disciplinary action in response to employee workplace violence, including any prohibited behavior.**

**All disciplinary actions will be coordinated with the Departmental Human Resources Manager and the Chief Human Resources Officer or designee.**

# Disciplinary Action

Appropriate action may include discipline up to and including termination for any of the following:

- Engages in workplace violence, such as any prohibited behavior while on duty
- Fails to report actual or potential workplace violence or prohibited behavior
- Engages in any prohibited behavior off duty that negatively impacts the City and/or an individual's employment with the City
- Is in possession of an unauthorized weapon or open carry or concealed handgun in the workplace or worksite.

# Reports regarding Elected Officials

**Reports of violations of this policy by elected officials will be communicated to the Mayor or Mayor pro tempore when the allegation is against the Mayor.**

**If an investigation is necessary, such will be conducted through Human Resources using an outside investigator.**

**City Council may take appropriate action in response to a finding of a violation of this policy by an elected official.**

# Outside Reporting and Crisis Situations

**Employees can report instances of workplace violence or suspicious activity by contacting the Department of Public Safety (DPS)**

**iWatchTexas Community Reporting System**  
**[www.iwatchtx.org](http://www.iwatchtx.org), or by calling 844-643-2251**

**Employees have the right to make a report to DPS anonymously.**

This is the workplace violence hotline established by HB 915 / TX Lab. Code 104A.

# Injury that requires immediate medical attention

In a crisis that involves an injury that requires immediate medical attention, employees should alert the appropriate medical professional by calling "911" and then immediately notify a supervisor.

The supervisor should immediately contact their Department Director who will notify the City Manager and Human Resources Department.


# Recognizing Signs

- Behavior/attitude change
- Signs of frustration
- Displays anger or hostility
- Verbal or non-verbal threatening behavior
- Direct or implied threats
- Unauthorized possession of a weapon
- Bullying or harassment
- Abusive treatment
- Physical assault
- Hostile
- Confrontational
- Harassing communication

**Employees may utilize the Employee Assistance Program (EAP)**



# EAP Services



**Introducing Your Member Portal**

Browse benefits. Request services. Enjoy 24/7/365 access.

Your Assistance Program offers a wide range of benefits to help improve mental health, reduce stress and make life easier—all easily accessible through your member portal.

**Request a Mental Health Session**  
Request counseling by submitting an online form or live chat. Choose from in-person or virtual counseling options to meet your needs.

**Request Referrals & Resources**  
Submit a request for family care and lifestyle support including childcare and eldercare referrals, legal referrals and financial consultation, personal assistant referrals and medical advocacy consultation.

**Explore Thousands of Self-Care Articles & Resources**  
Health and lifestyle assessments, interactive checklists, soft skills courses, podcasts, resource locators, exclusive discounts, and expansive articles on whole health and well-being.

**Visit Your Online Financial Center**  
Featuring worksheets, calculators, and a wide range of financial resources and tools to help reach personal goals and build financial wellness.

**Contact AllOne Health**

**Call: 1-888-993-7650**

**Visit:**  
**[allonehealth.com/deeroak](https://allonehealth.com/deeroak)**



# Prevention of Violence in the Workplace

The Prevention of Violence in the Workplace Policy can be found online under the Human Resources Department website.

- Go to [www.elpasotexas.gov](http://www.elpasotexas.gov)
- Click on Documents
- Search: Prevention of Workplace Violence



# Questions?





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-167, 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 Attorney's Office, Karla M. Nieman, (915) 212-0033

#### **AGENDA LANGUAGE:**

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

Presentation and discussion on the City's Ethics Ordinance and Code of Conduct.

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



**DEPARTMENT:** City Attorney's Office

**AGENDA DATE:** 2/4/20

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Karla M. Nieman

**PHONE NUMBER:** 915-212-0033

**2nd CONTACT PERSON NAME:** Josette Flores

**PHONE NUMBER:** 915-212-0033

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:**

6 Set the standard for the sound governance and fiscal management

**SUBGOAL:**

6.10 Enhance the quality of decision making with legal representation and support

**SUBJECT:**

Presentation and discussion on the City's Ethics Ordinance and Code of Conduct.

**BACKGROUND / DISCUSSION:**

The City Attorney's Office, through outside counsel, will provide a comprehensive training regarding the City's Ethics Code, Chapter 2.92 of the City Code, and the City's Code of Conduct.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**


City Attorney's Outside Counsel Budget

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NA

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**  (for K. Nieman)

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





CITY OF EL PASO

# City of El Paso Code of Ethics

Davidson Troilo Ream & Garza  
Frank J. Garza





READ ALL ABOUT IT:  
CITY OFFICIAL AND  
CONTRACTOR VIOLATE  
ETHICS CODE

What is purpose of an  
Ethics Code?

Help understand what is right vs.  
wrong?

Help address potential conflicts of  
interest?

Accountability and oversight?

Political reasons?

# Ethics Violation??

- **Not** an Ethics Violation:
  - Discourteous behavior
  - Immoral behavior
  - Code of Conduct
- **Possible** Ethics Violation:
  - Criminal activity –bribery
- Ethics Violation
  - Conflict of interest
  - Nepotism



# El Paso Code of Ethics

- **Code of Ethics** is in Title 2, Chapter 2.92 of the City Code of Ordinances.
  - Art. 1 – Code of Ethics – Policy and Purpose
  - Art. 2 – Standards of Conduct
  - Art. 3 – Ethics Review Commission
    - Jurisdiction
    - Duties
    - Complaint Review
    - Hearing
    - Disposition

# Purposes for Ethics Code

## 2.92.010

1. To establish an ethics review commission;
3. To improve **public confidence** in the integrity of city govt;
5. To **avoid conflicts** between the personal interest and the public responsibilities of city officers and employees;
6. To **establish minimum standards of conduct** to be adhered to by city officers and employees;
7. To **require disclosure** of private financial interests by certain individuals;
8. To **require reporting of certain gifts** received by certain individuals;
- 9 & 10. To provide for **complaints, resolution and penalties** of ethical issues and concerns.

# Who must comply with the Ethics Code?

- Mayor and Councilmembers
- **Candidates for elected office**
- Municipal judges
- City employees
- Members of ALL boards, commissions, committees and other bodies created by City Council
- Any board member appointed by City Council
- Not all provisions apply to all listed.



# Standards of Conduct

- **Advancement of Private Interests** - Official or employee shall NOT use their official position to improperly secure unwarranted privilege for themselves, relatives or others
- **Example:** Acquisition of Interest in impending matter.
- **Example:** Officer represents to a person that they can provide an advantage to that person based on the official's position on a board.



# Standards of Conduct 2.92.030

City officials and employees:

- **Shall NOT** acquire an interest in, or be affected by, any contract, transaction, zoning decision, or other matter;
- **Shall NOT** participate in making or influencing any decision or action in which they know that they have any financial interest distinguishable from that of the public.



# Standards of Conduct 2.92.030

- **Shall not** provide any services for compensation to a person or organization who is requesting an approval, investigation, or determination from the City.
- **Shall not** utilize city resources or by omission allow city resources to be utilized for personal benefit or the personal benefit of any other person.

This includes using city resources for **election/campaign** purposes



# Election Code Sec 255.003

- The Code prohibits the use of city resources to produce or distribute personal campaign materials.
- The prohibition applies to any **"officer or employee of the city."**
- The prohibition applies to **"spending or authorizing the spending of public funds"** for any campaign purpose.
- Officer or employee would violate the prohibition by using any city equipment for a personal political/campaign.
- Not permissible to use or authorize the use of an employee of the City for a personal campaign.

Class A Misdemeanor.

# Standards of Conduct

## 2.92.030 & Ch 171

- **Shall not** transact any business on behalf of the city with any business entity in which they have a **financial interest**.
- **Shall not** personally participate in a decision if the officer is negotiating or has an arrangement concerning prospective employment with organization that has **financial interest** in a matter under consideration with the city.
- Chapter 171 uses the term “**substantial interest**”.
  - Owns 10% shares or 10% fair market value
  - Funds received exceed 10% of gross income for year
  - Person related by first degree by blood or marriage

# Disclose and Recuse

- **Abstain** from voting and involvement on the matter
- Must **file an affidavit** with the City Clerk
- **Refrain from** discussions with staff or other city officers regarding the matter with a financial/substantial interest.



# Standards of Conduct 2.92.030

- **Shall not** accept other employment or engage in activities incompatible with the discharge of their duties or which might impair their independent judgment in the performance of their duty.
- **Shall not** recklessly disregard the established practices or policies of the city relating to their duties.

# Confidential Information

- **Shall not** use their position to secure official information about any person or entity for any purpose other than the performance of official duties.
- **Shall not** use or disclose, other than in the performance of their official duties or as may be required by law, confidential information obtained while in office. This provision applies to former officers as well as to current ones.

# Standards of Conduct 2.92.030

- Shall not personally represent or appear in behalf of the private interest of another before the city council, or any city board or department or staff if the represented person's interest is adverse to that of the city.
  - This includes litigation if being compensated
- An officer shall not intentionally or knowingly assist or induce, or attempt to assist or induce, any person to violate the Ethics Code.



A decorative frame made of a thick pink ribbon with a black outline. The ribbon starts at the top right, forms a large loop on the left, and ends at the bottom right. The text is centered within the loop.

GIFTS

2.92.040

# Standards of Conduct

- Gifts – Cannot solicit or accept **any gift** for themselves or a relative from any source that:
  - Exceeds \$75
  - Influences or rewards official conduct; or
  - The **official knows or should know** is being offered with the intent to influence official conduct.



# Cannot solicit or accept GIFTS from:

1. Anyone doing business or seeking to do business with the City; or
2. Registered lobbyists if gift exceeds \$10

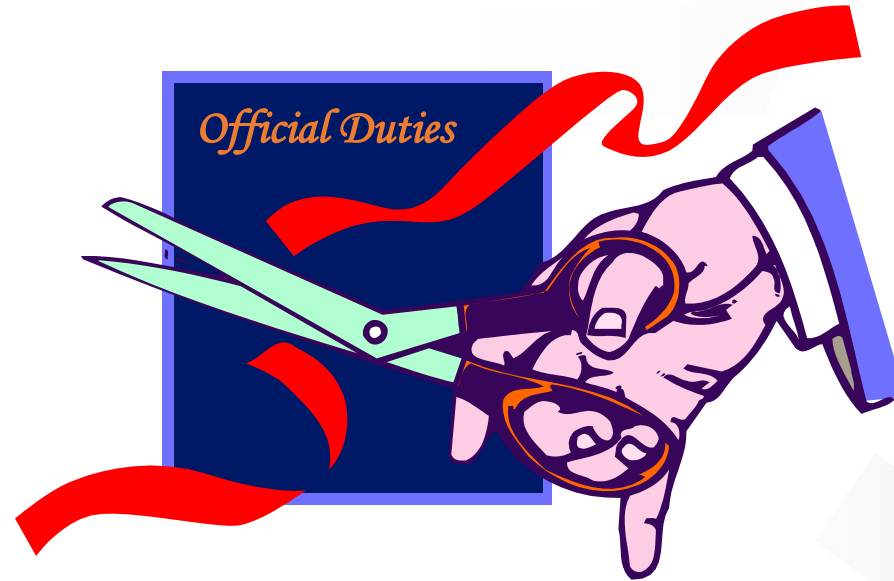


## 11 Exceptions to the gift rules

# Exceptions to Gift Rule



# Exceptions to Gift Rule



# Financial Disclosure

## 2.2 City Charter

- Each person **ELECTED** to office, before they can be given the oath, must file a disclosure form.
- Must disclose:
  - Name of employer and capacity for Officer and spouse (includes self-employment);
  - Name of business entity in which the person or spouse has a financial interest;
  - Partnership interest for officer and spouse;

**\*Do not have to disclose the amount of financial interest**

# Financial Disclosure

## 2.2 City Charter

- Name of nonprofit or business entity in which the officer or spouse serves as officer or director; and
- Any real property owned by the officer or spouse within the state of Texas.
- Must file an annual sworn updated disclosure while in office.



# Campaign Financing 2.92.070

- In addition to state laws, Ethics Code has additional campaign financing regulations.
- Code applies to candidates, officeholders and PACs involved in city elections.
- Code is not applicable if city officer is running for a county, state or federal position.
- Campaign Contributions:
  - Must make contribution in your name
  - May not make a contribution on behalf of another



# Campaign Contributions

- It is a violation for any adverse party in any pending litigation against the City **to contribute or donate any funds** to any candidate for city office if the litigation seeks recovery from the City in excess of \$25,000.
- Duty of the candidate to refuse to accept any contribution that is offered by a person who is known to have such litigation.
- If a candidate **unknowingly** accepts a contribution in violation of this provision, it is the duty of the candidate to return the contribution within **10 days** after the candidate becomes aware.

# Disclosure Campaign Contributions

## 2.92.080

- Elected officer must verbally disclose any contribution of \$500 or more prior to discussion/vote on matter benefitting the contributor.
- \$500 is an aggregate amount received during campaign or term of office.
- Donor is also required to disclose \$500 or more contribution prior to council action.
- Elected officer must disclose in writing within 30 days of receiving \$500 or more contribution.
- Within 30 days of the end of fiscal year, officers must report all campaign contributions.
- City does post the contributions on website.







CITY OF EL PASO

# ETHICS COMMISSION

# Commission Jurisdiction

- The ethics review commission shall have jurisdiction to review alleged violations of **Article II (Standards of conduct)** of this chapter by officers that occurred within two years of the complaint being filed.
- **Commission may not hear complaints that do not allege a violation of the ethics standards of conduct.**





# Commission Duties

- Review, evaluate and provide recommendations on issues as requested by the city council.
- Issue advisory opinions in the manner set forth in Section 2.92.150 of the Code.
- Review, evaluate and issue determinations, and provide recommendations to the city council on complaints.

# Complaint Review

- City Clerk will review a filed complaint to ensure it is properly sworn and complete.
- If the complaint is complete the Clerk will forward the complaint to the City Attorney or designee.
- Within 21 days of receiving the complaint the City Attorney will either:
  - Dismiss the complaint because it falls outside the ethics review commission's jurisdiction; or
  - Refer the complaint to the ethics review commission



# Hearing

- If a complaint is referred to the commission, it must schedule a hearing **within 30 days** of being referred the complaint.
- Shall provide copies of all relevant documentation to the members of the commission.
- While the complaint is pending members of the commission are prohibited from discussing the complaint with any one not on the commission or city attorney.

# Hearing

- Only eligible commissioners will hear complaints.
- If a commissioner recuses themselves, they refrain from voting or discussing the matter.
- A commissioner shall recuse himself:
  - Conflict of interest
  - Commissioner filed the complaint
  - Complaint is against councilmember who appointed commissioner
  - Commissioner worked campaign for respondent

# General Rules for Hearing

- Commission **may establish time limits and other rules** relating to the participation of any person in the hearing.
  - Parameters for opening and closing statements
  - Roles of the complainant and the respondent
  - Limitations regarding testimony for non-relevant or cumulative witnesses; and
  - The presentation and direct questioning of witnesses

# General Rules for Hearing

- Respondent and the complainant have the right to attend the hearing and the right to make a statement and present witnesses.
- Respondent and the complainant may be advised by their legal counsel during the hearing but may not speak on their behalf.
- Respondent, the complainant, or their legal counsel, **may not question or cross-examine witnesses**, except if the commission has granted them permission to do so.

# General Rules for Hearing

- The ethics review commission is **not bound by the rules of evidence**, but will rely on evidence that a reasonably prudent person commonly relies on in the conduct of their personal affairs.
- The commission shall hear relevant evidence, but **shall not rely on hearsay**.



# General Rules for Hearing

- Commission shall have the authority to request witness testimony and production
- Chair, through assistance of City Council, shall be able to compelling testimony, including subpoenaing witnesses



# Continuance

- If the complainant or the respondent, **are unable to attend** the scheduled hearing, they may request a continuance to the commission by mail or email at least five days before the hearing. The complainant and the respondent shall receive one automatic continuance.
- Any other requests for continuance shall be delivered to the commission and **the chair** will determine if a continuance will be granted.



# Disposition

- After hearing the complaint, the Commission will issue a decision within 30 days based on the information presented at the hearing.
- Commission will:
  - **Dismiss the complaint** because no violation and issue report of the dismissal.
  - **Find a violation by clear and convincing evidence** and then determine appropriate sanction, if any.

# Sanction Options

- **Letter of Notification** – violation was not intentional.
- **Letter of Admonition** – violation was minor and/or not intentional but calls for more response than Notification.
- **Letter of Reprimand** – Violation was intentional or disregard for Ethics Code.
- **Recommend removal from office** – Serious or repeated intentional violation or disregard for Ethics Code. **Must go to City Council with a letter of Reprimand.**

# Reconsideration

- If Commission imposes a sanction, the person who received the sanction, may petition the Commission to reconsider.
- Can only be granted if there is newly discovered evidence NOT presented during the original hearing.
- Must provide notice within **14 days** of the Commission disposition report.



# Advisory Opinion

- By written request to the City Attorney, any official may request an advisory opinion regarding whether his or her proposed conduct would violate the Ethics Code.
- City Attorney, within 30 days, present the advisory opinion request to a panel of the Commission.
- Panel should meet to confer and issue opinion or panel may decline to issue opinion or refer to the Commission to make a determination.

# Advisory Opinion

A person who in good faith acts in accordance with an advisory opinion issued by the panel or Commission cannot be found to have violated the Code for conduct approved in the advisory opinion.

- Must be the person who requested the opinion
- Opinion must fairly and accurately disclose all relevant facts necessary to render opinion.

Advisory  
Opinion

# City of El Paso Code of Conduct



# Why a Code of Conduct?

- An agreement of behavioral standards for City officers.
- Expected standards of conduct for City officers.
- Framework for behavioral standards & conduct between individuals and the elected council as a whole.
- In line with the City's core values.
- Held accountable for violation.



# Philosophy

Everyone must work together for the common good of the people of El Paso and not for any private or personal interest, and must assure fair and equal treatment of all persons, claims and transactions.

City of El Paso Code of Conduct

# Pillars for Code of Conduct

- **Comply with the spirit & letter of the law and City Policy-** comply with federal, state and local laws.
- **Make decisions and act on facts** – maintain an open mind and base your decision on the facts and law.
- **NEVER disclose confidential information** – Never disclose without authorization or to advance personal interest. (*Also an Ethics Code violation*)

# Pillars for Code of Conduct

- **Respect City Process** –perform duties in accordance with form of government.
- **Maintain a positive** workplace environment – Abusive conduct, verbal attacks are not acceptable
- Respectful communications must continue in private between city officers.
- This includes texts and emails



# Conduct with City Staff

- All questions and/or requests for information should be directed to the designated staff member...for council, that is the City Manager.
- Requests for staff of additional resources should be made to City Manager.
- Treat all employees as professionals.
- Do not disrupt employees from their jobs (*Is this realistic?* ).
- Refrain from personally attacking employees.
- Do not get involved in administrative functions. (hiring of employees)

# Conduct with Public

- Be welcoming to speakers
- Be fair & equitable in allocating time to speakers
- Be an active listener
- Avoid debate and argument
- No personal attacks of any kind
- Comply with parliamentary procedure

# Conduct with Other Officers

- Attendance at other City Board or Committee meetings is discouraged, based on the affect your presence may have at the meeting.
- Inappropriate to lobby other officers on behalf of an individual, business or developer.
- Never threaten with removal of another officer for disagreeing on an issue.
- Be fair and respectful to all members of council and other officers.

# Conduct with the Media

- If related to a city issue, never say “**No Comment**”
- Officer should direct the reporter to the assigned staff member, of the City’s Strategic Communications Office.
- If the matter is personal (i.e. campaign or personal matter), **do not refer** to City’s Strategic Communications Office







Legislation Text

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File #: 25-140, Version: 1

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**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 request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0196 Automation Controls to PC Automated Controls. Inc. the sole authorized distributor for an initial term of three (3) years for an estimated amount of \$300,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will provide parts and services for controls systems used in City facilities.

**Contract Variance:**

Not Applicable.

Department: Streets and Maintenance

Award to: PC Automated Controls. Inc.

City & State: El Paso, TX

Item(s): All

Initial Term: 3 Years

Option Term: NA

Total Contract Time: 3 Years

Annual Estimated Award: \$100,000.00

Initial Term Estimated Award:\$300,000.00

Option Term Estimated Award: NA

Total Estimated Award: \$300,000.00

Account(s): 532 - 1000 - 31040 - 532000 - P3120

Funding Source(s): General Fund

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 Streets and Maintenance Department recommend award as indicated to PC Automated Controls. 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**



**DEPARTMENT:** Streets and Maintenance  
Purchasing & Strategic Sourcing  
**AGENDA DATE:** February 4, 2025  
**PUBLIC HEARING DATE:** Not Applicable  
**CONTACT PERSON NAME:** Richard J Bristol, Streets and Maintenance Director  
K. Nicole Cote, Managing Director  
**PHONE NUMBER:** (915)212-7000  
**PHONE NUMBER:** (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:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2025-0196 Automation Controls to PC Automated Controls. Inc. the sole authorized distributor for an initial term of three (3) years for an estimated amount of \$300,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

**BACKGROUND / DISCUSSION:**

PC Automated Controls is the sole authorized distributor in our area for Automated Logic's WebCtrl Building Automation Controls. This system is utilized by the City in several new and existing buildings. The Automated Logic WebCTRL building automation system offers excellent tools using an interface that allows facility managers to keep occupants comfortable, manage energy conservation measures, identify key operational problems, and analyze the results. All this can be done anytime and remotely using a computer or web-enabled cell phones and tablets. WebCTRL systems easily interface with all major electrical and mechanical subsystems in the building and facility managers can access, configure, and manage building control systems in ways that best serve their operating needs and budget.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

NA

**SELECTION SUMMARY:**

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.

**CONTRACT VARIANCE:**

NA

**PROTEST**

No protest received for this requirement

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$300,000.00

Funding Source: General Fund

Account: 532 – 1000 – 31040 – 532000 – P3120

2025-0196 Automation Controls

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

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

**DEPARTMENT HEAD:**

 1-21-25  
Richard J. Bristol Streets and Maintenance Director

  
K. Nicole Cote, Managing Director

Project Form  
Non-Competitive

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Consent Agenda for the City Council Meetings of February 4, 2025.

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:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2025-0196 Automation Controls to PC Automated Controls. Inc. the sole authorized distributor for an initial term of three (3) years for an estimated amount of \$300,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will provide parts and services for controls systems used in City facilities.

**Contract Variance:**

Not Applicable.

Department:	Streets and Maintenance
Award to:	PC Automated Controls. Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$100,000.00
Initial Term Estimated Award:	\$300,000.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$300,000.00
Account(s):	532 – 1000 – 31040 – 532000 – P3120
Funding Source(s):	General Fund
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 Streets and Maintenance recommend award as indicated to PC Automated Controls. 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

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Robert Brant. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: PC Automated Controls, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
Automated Logic (WebCTRL)
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **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 before me on this

17th

day of

December



Latrice Gibson  
NOTARY PUBLIC

PRINTED NAME

Latrice Gibson

MY COMMISSION EXPIRES

6-2-2028

COMPANY NAME: PC Automated Controls, Inc

ADDRESS, CITY, STATE & ZIP CODE 10279 Dyer St. El Paso Texas 79924

PHONE: 915-751-0313

FAX NUMBER: 915-751-2018

CONTACT NAME AND TITLE: Robert Brant Account Executive

WEB ADDRESS: www.pcautomatedcontrols.com

EMAIL: rbrant@pcautomatedcontrols.com

FEDERAL TAX ID NUMBER: 74-2960119

TEXAS SALES TAX NUMBER: 17429601192





December 16, 2024

**RE: Automated Logic Corporation Sole Source**

To Whom it May Concern,

Automated Logic (ALC) products and services for El Paso, Texas and the surrounding area are represented by PC Automated Controls, Inc.. They have the exclusive right to sell our products within their assigned territory, and they are the sole source for all ALC products, after sales service and warranty on ALC products installed in their territory.

Automated Logic products and solutions will be provided by PC Automated Controls, Inc.. They are responsible for all aspects of our product, including: design, engineering, programming, installation, start-up and warranty. This includes ALC hardware/software (WebCTRL), and support of ALC systems - replacement of disparate control systems with ALC product.

Service or repair / replacement of ALC parts (hardware or software) by other entities other than PC Automated Controls, Inc. in this territory voids factory warranty, unless explicitly clarified by ALC.

Please contact me directly if you have additional questions at (614) 778-8926 or email: [phillip.cockerham@carrier.com](mailto:phillip.cockerham@carrier.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip Cockerham".

Phillip Cockerham  
Mountain / Plains  
Region Sales Manager

# 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	Daniel Shelton
Business Name	PC Automated Controls, Inc
Agenda Item Type	Contract Award
Relevant Department	2025-0196 Automated Controls

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

☒

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

OR

☐

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

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

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

Signature: Samantha Shelton Date: 1/28/2025

Supplier Name: PC Automated Controls, Inc.

2025-0196 Automated Controls

Form 034 (Rev. 2) - 9/27/2021

Previous versions obsolete



## 2025-0196 Automation Controls— Award

Richard Bristol, Streets and Maintenance Director  
February 4, 2025



# Streets and Maintenance Department

2025-0196 Automation Controls

Space reserved for the ASL  
interpreter

Do not move, modify, or add  
any information on this box.

## Strategic Plan Goal:

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

*7.2: Improve competitiveness through infrastructure  
improvements impacting the quality of life*



## Streets and Maintenance Department 2025-0196 Automation Controls

Space reserved for the ASL  
interpreter

Do not move, modify, or add  
any information on this box.



### *Purpose of Procurement Award*

- This contract is necessary to continue maintenance services to City buildings.
- PC Automated Controls is the sole authorized distributor in our area for Automated Logic's WebCtrl Building automation controls, this system is utilized by several City buildings
- Access to WebCtrl system interface allow Facilities managers to access, configure, and identify key operational problems.



## Streets and Maintenance Department 2025-0196 Automation Controls

Space reserved for the ASL  
interpreter

Do not move, modify, or add  
any information on this box.

Contractor	PC Automated Controls Inc.
Initial Term Award	\$300,000- 3 Years
	Annual Sole Source Letter required
Funding Source	General Fund
Account No.	532-1000-532000-31040-P3120







## Mission

Deliver exceptional services to support a high quality of life and place for our community



## Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



## Values

Integrity, Respect, Excellence, Accountability, People

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.





## Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



## Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



## Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas





Legislation Text

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File #: 25-143, Version: 1

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**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

Environmental Services Department, Nicholas N. Ybarra, (915) 212-6025

**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: 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions.

**Award Summary:**

Discussion and action on the award of Solicitation No. 2025-0060 MSW (Municipal Solid Waste) and Recycling Collection Services - Various City Facilities to Waste Connections Management Services, Inc., dba El Paso Disposal, LP for an initial three (3) year term for an estimated amount of \$910,010.40. The award also includes a two (2) year option for an estimated amount of \$606,673.60. The total contract value is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$1,516,684.00. This contract will allow trash and recycling collection services for various city facilities.

**Contract Variance:**

The difference based in comparison to the previous contract for one year is as follows: An increase of \$82,710.40, which represents a 37.49% increase due to including scheduled and unscheduled recycling pickup as well as the 20- and 30-yard dumpster pickup.

Department: Environmental Services

Award to: Waste Connections Management Services, Inc. dba El Paso Disposal, LP

City & State: The Woodlands, Texas

Item(s): All

Initial Term: 3 Years

Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: \$303,336.80

Initial Term Estimated Award: \$910,010.40

Option Term Estimated Award: \$606,673.60

Total Estimated Award \$1,516,684.00

Account(s): 334 - 2305 - 522150 - 34340

Funding Source(s): Environmental Fee

District(s): All

No protests were received.

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

The Purchasing & Strategic Sourcing Department and Environmental Services Department recommend award as indicated to Waste Connections Management Services, Inc. dba El Paso Disposal, LP the sole and 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.

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



**DEPARTMENT:** Environmental Services  
Purchasing & Strategic Sourcing  
**AGENDA DATE:** February 4, 2025  
**PUBLIC HEARING DATE:** NA  
**CONTACT PERSON** Nicholas N. Ybarra, Director **PHONE NUMBER:** (915)212-6025  
**NAME:** K. Nicole Cote, Managing Director **PHONE NUMBER** (915)212-1092  
**DISTRICT(S) AFFECTED:** All  
**STRATEGIC GOAL:** No. 8 – Nurture and Promote a Healthy, Sustainable Community  
**SUBGOAL:** 8.6 – Provide long-term, cost effective, sustainable regional solid waste solutions

**SUBJECT:**

Discussion and action on the award of Solicitation No. 2025-0060 MSW (Municipal Solid Waste) and Recycling Collection Services - Various City Facilities to Waste Connections Management Services, Inc., dba El Paso Disposal, LP for an initial three (3) year term for an estimated amount of \$910,010.40. The award also includes a two (2) year option for an estimated amount of \$606,673.60. The total contract value is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$1,516,684.00. This contract will allow trash and recycling collection services for various city facilities.

**BACKGROUND / DISCUSSION:**

The project consists of a contractor, at their expense, including but not limited to, providing all labor, equipment, transportation, and materials, necessary to provide specified collection services for municipal solid waste (MSW) at one hundred sixty (160) locations and recycling material at forty-five (45) locations, for facilities owned or managed by the City of El Paso. Collections can include City of El Paso sponsored events, which include but not limited to Winter Fest, Great American Cleanup, Earth Day, community cleanups, and median cleanups.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

A pre-bid meeting was held on September 25, 2024. One (1) supplier was in attendance.

**SELECTION SUMMARY:**

Solicitation was advertised on September 17, 2024 and September 24, 2024. The solicitation was posted on City website on September 17, 2024. There were a total number in twelve (12) viewers online; one (1) bid was received; none from local suppliers. An Inadequate Competition Survey was conducted.

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract for one year is as follows: An increase of \$82,710.40, which represents a 37.49% increase due to including scheduled and unscheduled recycling pickup as well as the 20 and 30 yard dumpster pickup.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$910,010.40  
Funding Source: 334 – 2305 – 522150 – 34340  
Account: Environmental Fee

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Cassandra Hernandez	\$500.00

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Nicholas N. Ybarra, Director

  
\_\_\_\_\_  
K. Nicole Cote, Managing Director

Project Form  
Best Value Bid

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Regular Agenda for the City Council of February 4, 2025.

Strategic Goal 8 - Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection: 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions

**Award Summary:**

Discussion and action on the award of Solicitation No. 2025-0060 MSW (Municipal Solid Waste) and Recycling Collection Services - Various City Facilities to Waste Connections Management Services, Inc., dba El Paso Disposal, LP for an initial three (3) year term for an estimated amount of \$910,010.40. The award also includes a two (2) year option for an estimated amount of \$606,673.60. The total contract value is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$1,516,684.00. This contract will allow trash and recycling collection services for various city facilities.

**Contract Variance:**

The difference based in comparison to the previous contract for one year is as follows: An increase of \$82,710.40, which represents a 37.49% increase due to including scheduled and unscheduled recycling pickup as well as the 20 and 30 yard dumpster pickup.

Department:	Environmental Services
Award to:	Waste Connections Management Services, Inc. dba El Paso Disposal, LP
City & State:	The Woodlands, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$303,336.80
Initial Term Estimated Award:	\$910,010.40
Option Term Estimated Award:	\$606,673.60
Total Estimated Award	\$1,516,684.00
Account(s):	334 – 2305 – 522150 – 34340
Funding Source(s):	Environmental Fee
District(s):	All

No protests were received.

This was a Best Value Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing Department and Environmental Department recommend award as indicated to Waste Connections Management Services, Inc. dba El Paso Disposal, LP the sole and 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.

**CITY OF EL PASO BEST VALUE SCORESHEET**

**PROJECT: 2025-0060 MSW and Recycling Collection Services - Various City Facilities**

*Evaluation of Submittal*

**Waste Connections Management  
Services, Inc. dba El Paso Disposal, LP**  
  
**The Woodlands, TX**

MAX POINTS

**Factor A - Price**

	<b>30</b>	<b>\$ 910,010.40</b>
		<b>30.00</b>

**Factor B - Experience – Comparable Contracts**

	<b>30</b>	<b>30.00</b>
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**Factor C - References**

	<b>30</b>	<b>30.00</b>
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**Factor D - Employee Medical Benefit and Incentives**

	<b>10</b>	<b>8.00</b>
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**TOTAL SCORE**

	<b>100</b>	<b>98.00</b>
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<b>Rank</b>		<b>1</b>
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CITY OF EL PASO  
BID TABULATION FORM



BID TITLE: MSW and Recycling Collection Services - Various City Facilities							BID NO: 2025-0060					
BID DATE: October 23, 2024							DEPARTMENT: Enviromental Services					
				Waste Connections Management Services, Inc. dba El Paso Disposal, LP The Woodlands, TX								
				Bidder 1 of 1								
Item No.	Description	Container Size	Annual Approximate/ Estimate Pickup Quantity (A)	Price ( B )	Annual Total C=AXB	3-Year Total D=CX3						
1	Scheduled Trash Pickup	4 Cubic Yard	7300	\$ 11.36	\$ 82,928.00	\$ 248,784.00						
2	Scheduled Trash Pickup	6 Cubic Yard	6000	\$ 17.04	\$ 102,240.00	\$ 306,720.00						
3	Scheduled Trash Pickup	8 Cubic Yard	490	\$ 22.72	\$ 11,132.80	\$ 33,398.40						
4	Unscheduled Trash Pickup	4 Cubic Yard	30	\$ 25.00	\$ 750.00	\$ 2,250.00						
5	Unscheduled Trash Pickup	6 Cubic Yard	30	\$ 25.00	\$ 750.00	\$ 2,250.00						
6	Unscheduled Trash Pickup	8 Cubic Yard	5	\$ 25.00	\$ 125.00	\$ 375.00						
7	Scheduled Recycling Pickup	4 Cubic Yard	635	\$ 12.72	\$ 8,077.20	\$ 24,231.60						
8	Scheduled Recycling Pickup	6 Cubic Yard	2520	\$ 19.08	\$ 48,081.60	\$ 144,244.80						
9	Scheduled Recycling Pickup	8 Cubic Yard	5	\$ 25.44	\$ 127.20	\$ 381.60						
10	Unscheduled Recycling Pickup	4 Cubic Yard	30	\$ 25.00	\$ 750.00	\$ 2,250.00						
11	Unscheduled Recycling Pickup	6 Cubic Yard	30	\$ 25.00	\$ 750.00	\$ 2,250.00						
12	Unscheduled Recycling Pickup	8 Cubic Yard	5	\$ 25.00	\$ 125.00	\$ 375.00						
13	Unscheduled Pickup	20 yard dumpster	50	\$ 250.00	\$ 12,500.00	\$ 37,500.00						
14	Unscheduled Pickup	30 yard dumpster	100	\$ 350.00	\$ 35,000.00	\$ 105,000.00						
Total					\$ 303,336.80	\$ 910,010.40						



# CITY OF EL PASO

## BID TABULATION FORM



BID TITLE: MSW and Recycling Collection Services - Various City Facilities		BID NO: 2025-0060	
BID DATE: October 23, 2024		DEPARTMENT: Enviromental Services	
	Waste Connections Management Services, Inc. dba El Paso Disposal, LP The Woodlands, TX		
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)	<input checked="" type="checkbox"/>		
NO OPTION OFFERED	<input type="checkbox"/>		
AMENDMENTS ACKNOWLEDGED:	YES		
BIDS SOLICITED: 239    LOCAL SOLICITED: 108    BIDS RECEIVED: 1    LOCAL RECEIVED: 0    NO BIDS: 3			
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.			

**2025-0060 MSW and Recycling Collection Services - Various City Facilities**  
**Viewer's List**

<u>No.</u>	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>
1	Construction Reporter		Viewed	Albuquerque	NM
2	BBG, Inc.		Viewed	Dallas	TX
3	El Paso Disposal, LP	10/23/2024	Submitted	El Paso	TX
4	Zeraus Iluminacion	09/20/2024	No Bid	El Paso	TX
5	Acebo Solutions		Viewed	El paso	TX
6	danika j felix		Viewed	EL PASO	TX
7	HEIST DISPOSAL INC		Viewed	EL PASO	TX
8	The PlanIt Room		Viewed	El Paso	TX
9	Wilkinson Pendergras & Associates, LP		Viewed	El Paso	TX
10	OLIVARES ELECTRIC OF EL PASO, LLC	10/09/2024	No Bid	El Pso	TX
11	North America Procurement Council Inc., PBC		Viewed	Grand Junction	CO
12	Unipak Corp.	09/17/2024	No Bid	West Long Branch	NJ

# 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	<u>Scott Berry</u>
Business Name	<u>Waste Connections Management Services, Inc. dba El Paso Disposal, LP</u>
Agenda Item Type	<u>2025-0060 MSW and Recycling Collection Services - Various City Facilities</u>
Relevant Department	<u>Environmental Services</u>

**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	Cassandra Hernandez	\$500.00
District 4		
District 5		
District 6		
District 7		
District 8		

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

Signature: Scott Berry Date: 10/14/2024





Legislation Text

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File #: 25-73, Version: 1

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**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, Armida Martinez, (915) 212-1550

**AGENDA LANGUAGE:**

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

An Ordinance renewing and extending the Special Privilege License to Texas Tech University Health Sciences Center for the maintenance, use and repair the surface parking lot, overhead bird netting, and drainage pipes beneath the Raynolds Street overpass bridge within a portion of City right-of-way along Alberta Avenue; setting the license term for a term of ten (10) years with an option to renew for one additional ten (10) year term.

Location: Along Alberta Avenue beneath the Raynolds Street overpass bridge

Applicant: Texas Tech University Health Sciences Center, PSPN23-00005

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Philip Fiore

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE RENEWING AND EXTENDING THE SPECIAL PRIVILEGE LICENSE TO TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER FOR THE MAINTENANCE, USE AND REPAIR OF A SURFACE PARKING LOT, OVERHEAD BIRD NETTING, AND DRAINAGE PIPES BENEATH THE RAYNOLDS STREET OVERPASS BRIDGE WITHIN A PORTION OF CITY RIGHT-OF-WAY ALONG ALBERTA AVENUE; SETTING THE LICENSE TERM FOR A TERM OF TEN (10) YEARS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL TEN (10) YEAR TERM.**

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

**SECTION 1. DESCRIPTION**

The City of El Paso (hereinafter called "City") granted a Special Privilege License (hereinafter called "License") to Texas Tech University Health Sciences Center at El Paso (hereinafter referred to as the "Grantee"), for the maintenance, use and repair of a 21,607.81 square foot surface parking lot screened with landscaping as shown in Exhibit "A," which is made a part hereof for all purposes (hereinafter referred to as "Parking Lot") and for the overhead bird netting with an area of 23,523.82 square feet and five (5) drainage pipes beneath the Raynolds Street overpass within a portion of City right-of-way along Alberta Avenue as further described in Exhibit "B" attached hereto.

**SECTION 2. LICENSE AREA**

The aerial and surface rights granted herein along a portion of right-of-way along Alberta Avenue beneath the Raynolds Street overpass bridge, to maintain the parking lot as well as the area encompassed by the bird netting and drainage pipes is more particularly described by metes and bounds in **Exhibit "C"**, which is made a part hereof for all purposes (hereinafter collectively referred to as "License Area").

**SECTION 3. USE OF PROPERTY**

This License is granted solely for the encroachment onto City right-of-way, which includes the requirement and responsibility for maintenance, use and repair of the parking lot to include the bird netting and drainage pipes. Grantee agrees to maintain the License Area in proper working condition and, to the extent required by Texas law, in accordance with all applicable City specifications, which include restoration to allow and not impede the City's use of the way for pedestrian and vehicular access.

Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the parking lot, bird netting and drainage pipes as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

#### **SECTION 4. REGULATION OF CONSTRUCTION**

The work done by Grantee in replacing, repairing, reconstructing, or maintaining the parking lot, bird netting and drainage pipes shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal laws that are applicable to the maintenance and repair of the parking lot, bird netting and drainage pipes. Work done in connection with the repair and maintenance of such facilities is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the parking lot, bird netting and drainage pipes built hereunder, Grantee shall obtain, to the extent required by Texas law, all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the aerial and surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with any applicable City codes.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; provided however that the City agree that the current Aerial and Surface Encroachment is not a danger to life or property. Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

#### **SECTION 5. TERM**

This Special Privilege shall be for a term of **TEN (10) years** from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for one (1) additional TEN (10) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee wishes to the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the

expiration date, Grantee understands, agrees, and accepts that the city may require the terms, condition, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

## **SECTION 6. WORK DONE BY OTHERS**

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures. The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. To the extent permitted by Texas law, the City shall not be liable to Grantee for any damage resulting therefrom, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area. The City does not waive any limitations on liability pursuant to this Agreement and by federal and state law. Grantee may pursue any cause of action available to it by law not addressed in this Agreement. If the City requires Grantee to alter, change, adapt, remove, or relocate the parking lot, bird netting and drainage pipes due to imminent public safety concerns, or because of changes in the grade of the License Area or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its parking lot, bird netting and drainage pipes or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the License Area, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the Parking Lot.

## **SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS**

Except as provided herein, the City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area.

## **SECTION 8. CONSIDERATION**

As consideration for this Special Privilege, Grantee shall pay to the City ONE THOUSAND SIXTY AND NO/100 DOLLARS (**\$1,060.00**) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the parking lot, bird netting and attached drainage pipes, as well as all costs for the restoration of the License Area upon the termination of this License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of this License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department.

If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

### **ADVANCE PAYMENT OPTION:**

Grantee shall have the option of pre-paying the City the entire amount for initial ten (10) year term of the License, prior to the execution of this License. The ten (10) year amount is equal to NINE THOUOUSAND, THREE HUNDRED THIRTEEN AND NO/100 DOLLARS (\$9,313.00). Said \$9,313.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire ten (10) year term of this License. Should Grantee select the advance payment option, Grantee shall be entitled to a pro-rata refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 10-year term. Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that Grantee is not exempt from as a state governmental entity, and that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's parking lot, bird netting and drainage pipes required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other City Special Privileges and regulations.



## **SECTION 9. INSURANCE**

Grantee shall submit to the City a sworn affidavit, in a form attached hereto and incorporated herein as Exhibit "D" and signed by a duly authorized representative identifying that Grantee is a public institution of higher education in the State of Texas, and its employees and property are subject to the Texas Tort Claims Act found in the Texas Civil Practices and Remedies Code, Title V, Governmental Liability. Grantee's inability is limited to the monetary amount prescribed under the Texas Tort Claims Act, and as may be amended. The affidavit is in a form prescribed by the City containing the provisions acceptable to the City. The affidavit shall contain an affirmative recital identifying that the Grantee shall meet, accept, perform and be bound by all the same obligations and requirements of any Grantee that is not self-insured, subject to the provisions of the Texas Tort Claims Act. This City may impose additional requirements upon Grantee in order to protect the public health, safety and welfare. Any additional requirements imposed by the City upon Grantee under this Section are subject to Grantee's status as a state equity under the Texas Tort Claims Act.

## **SECTION 10. INDEMNITY**

The parties expressly agree that neither party shall have the right to seek indemnification from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.

INDEMNITY The City acknowledges that the Grantee cannot agree to indemnification or damages provisions pursuant to its fiscal law policies. However, the Grantee will agree to include the following provisions in its agreements with contractors performing work on the Property under this Special Privilege.

**The Contractor, its Agent or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE THIRD PARTY ACTIVITIES, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor or Agent every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor or its Agent 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 Company 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 or its Agent will pay all judgments finally establishing liability of**

the City in actions defended by the Contractor or its Agent pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor or its Agent, 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 or its Agent's property from any cause.

#### **SECTION 11. RIGHTS IN IBE EVENT OF ABANDONMENT**

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the parking lot, bird netting and drainage pipes or a portion thereof or ceases to use the parking lot, bird netting, and drainage pipes for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

#### **SECTION 12. CANCELLATION**

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month period beginning on the effective date of this License) or a pro-rata refund of the consideration paid for the advance payment option in the event Grantee has exercised such option under Section 8 . If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's parking lot, bird netting and drainage pipes located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Manager or designee and in accordance with City specifications, at Grantee's own cost and expense.

Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

### **SECTION 13. RECORDS**

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the replacement, reconstruction, maintenance, and repair of the parking lot, bird netting and drainage pipes within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the License Area. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

### **SECTION 14. NOTICE**

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

**CITY:** City of El Paso  
Attn: City Manager  
300 North Campbell  
El Paso Texas 79950-1890

with copy to: City of El Paso  
Attn: Planning & Inspections Department  
811 Texas Avenue  
El Paso Texas 79901

with copy to: City of El Paso  
Attn: Financial Services Department-Financial Accounting & Reporting  
300 North Campbell  
El Paso Texas 79901

**GRANTEE:** Texas Tech University Health Sciences Center El Paso  
Contracting Office  
130 Rick Francis St. MSC-51014  
El Paso, TX 79905  
ElpContractDept@ttuhsce.edu

with copy to: Texas Tech University Health Sciences Center El Paso Facilities and Services  
Attn: Adam Rascon  
130 Rick Francis St. – MSC 51022  
El Paso, TX 79905

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

#### **SECTION 15. ASSIGNMENT**

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

#### **SECTION 16. LEASING OR DEDICATION OF FACILITIES**

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

#### **SECTION 17. ADMINISTRATION OF LICENSE**

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

#### **SECTION 18. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

#### **SECTION 19. LIENS AND ENCUMBRANCES**

To the extent permitted by Texas law, Grantee shall be responsible for any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

#### **SECTION 20. RIGHT OF ENTRY AND INSPECTION**

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

#### **SECTION 21. LAWS AND ORDINANCES**

To the extent Grantee is not exempt as a state governmental agency, Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

## **SECTION 22. ENTIRE AGREEMENT**

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

## **SECTION 23. SEVERABILITY**

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

## **SECTION 24. LAWS GOVERNING VENUE**

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

## **SECTION 25. RESTRICTIONS AND RESERVATIONS**

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

## **SECTION 26. EFFECTIVE DATE**

The effective date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**[Signatures on Following Page]**

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

**THE CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

*Russell Abeln*  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip Etiwe*  
Philip F. Etiwe, Director  
Planning and Inspections Department

## ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 7 day of May 2024.

## GRANTEE:

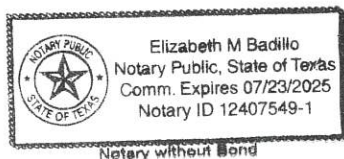
Texas Tech University Health Sciences Center

By: Richard Lange, as President

## ACKNOWLEDGMENT

THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

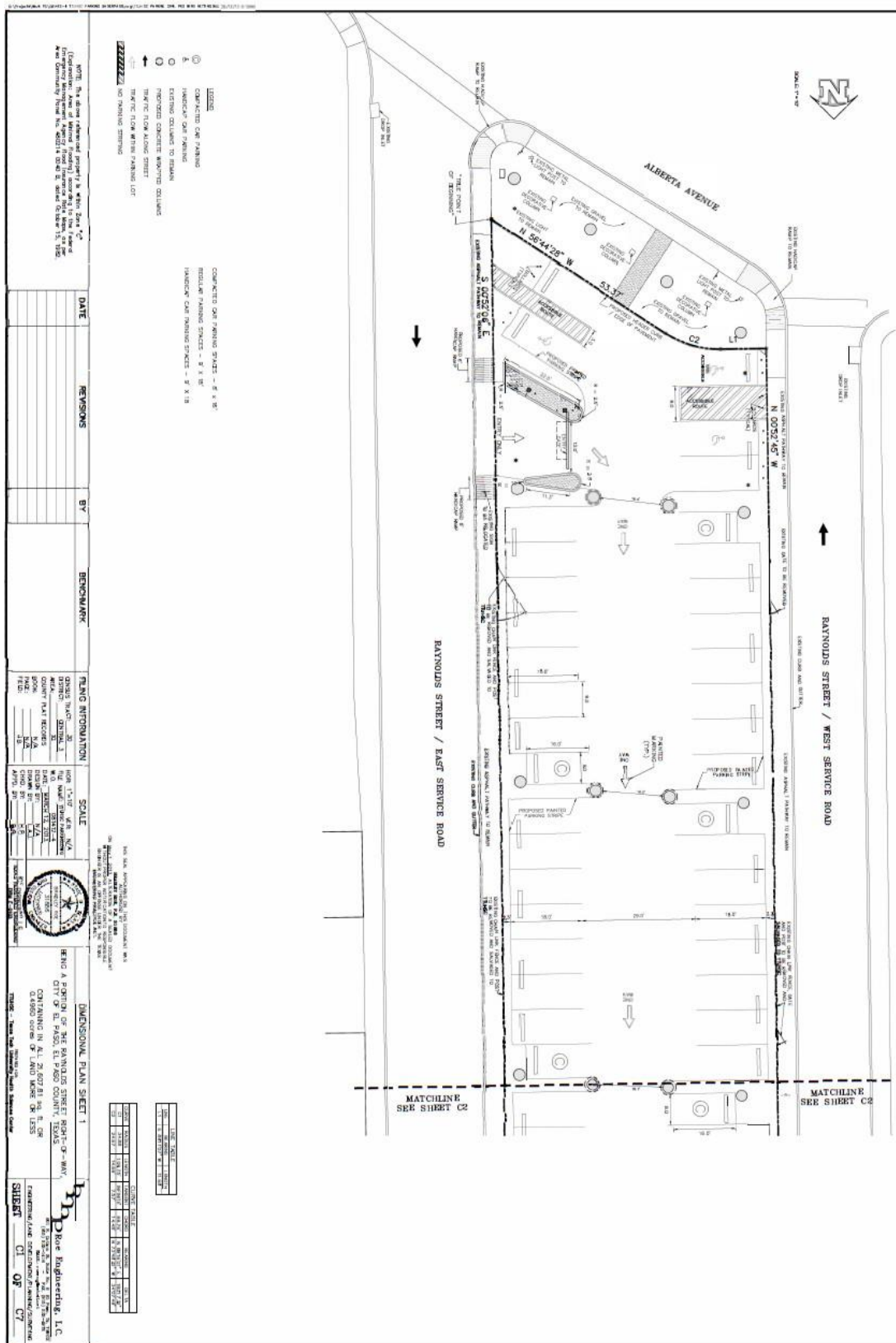
This instrument is acknowledged before me on this 7<sup>th</sup> day May, 2024,  
by Richard A. Lange MD MBA, as Grantee.



Elizabeth M Badillo  
Notary Public, State of Texas  
07/23/25  
My Commission Expires



## 698



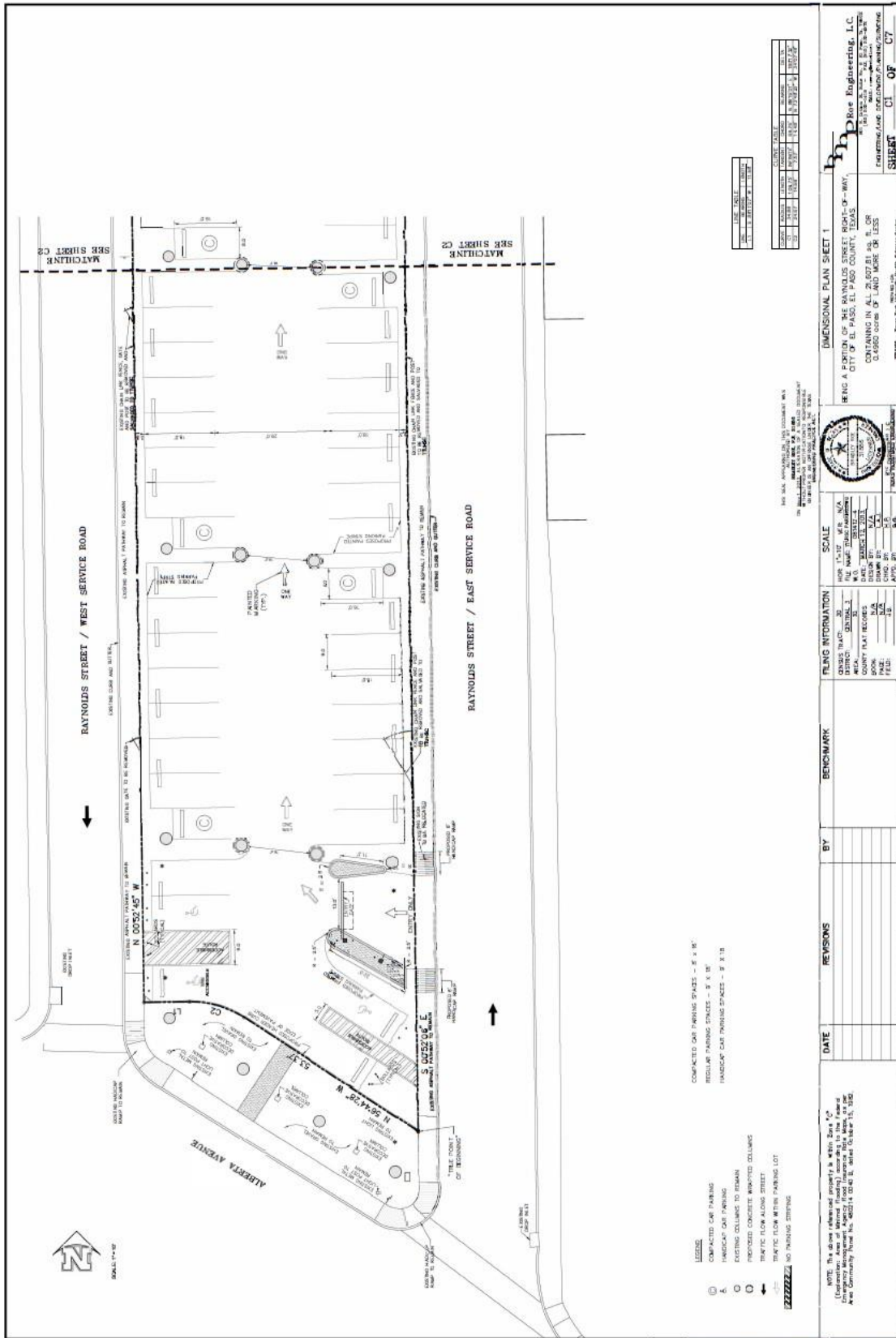
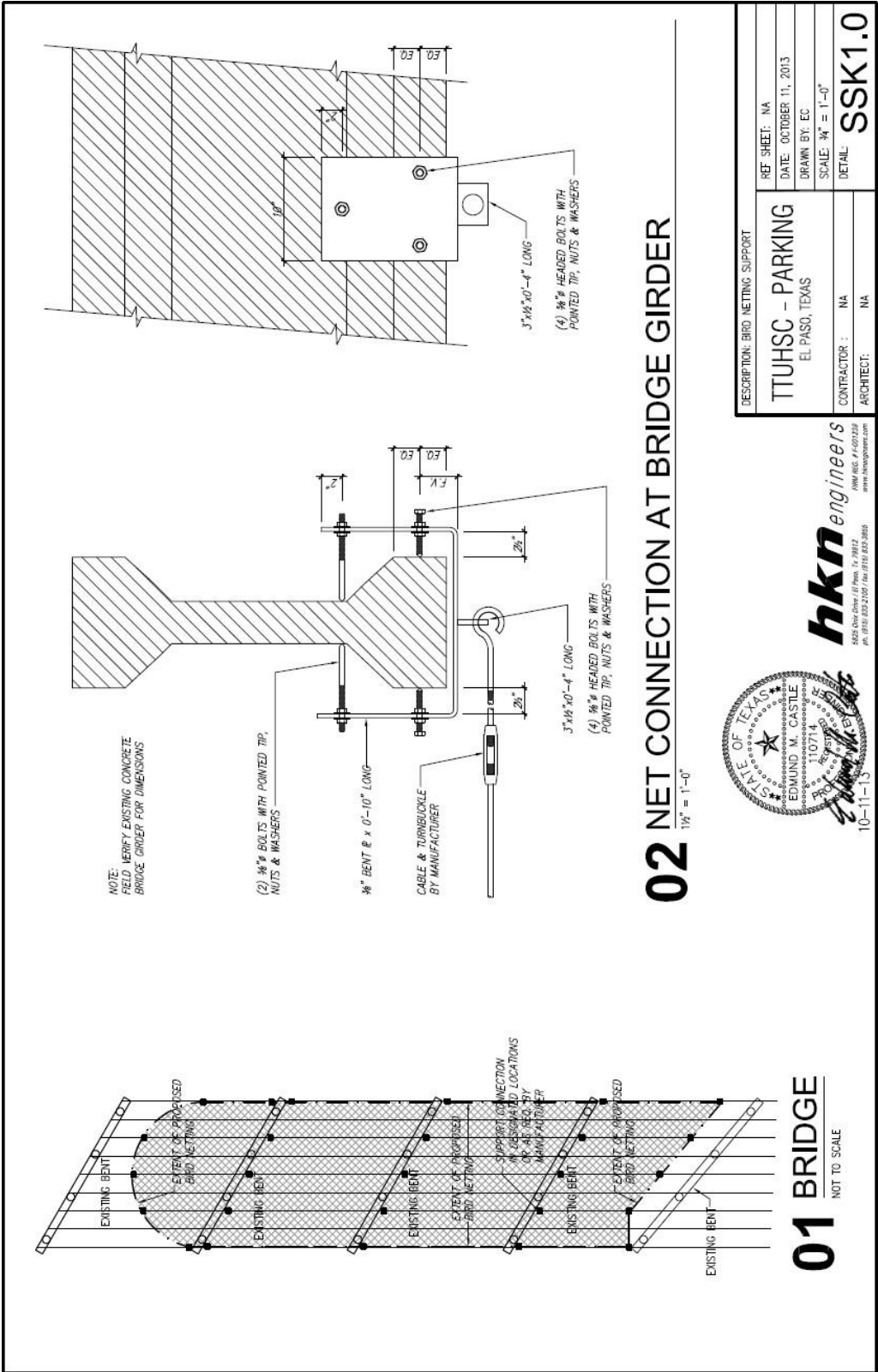
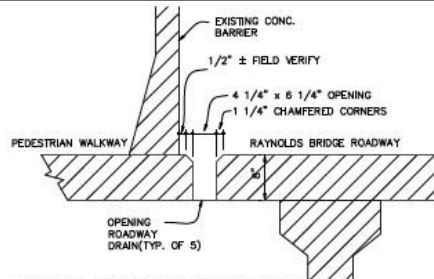


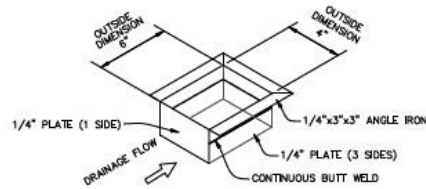


EXHIBIT B

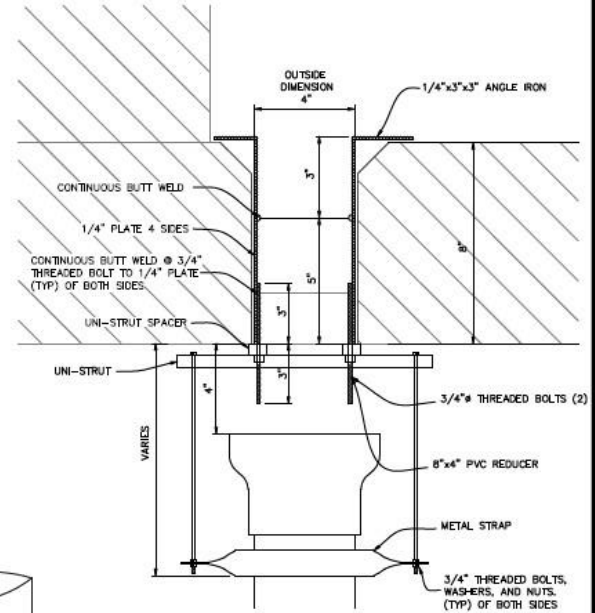




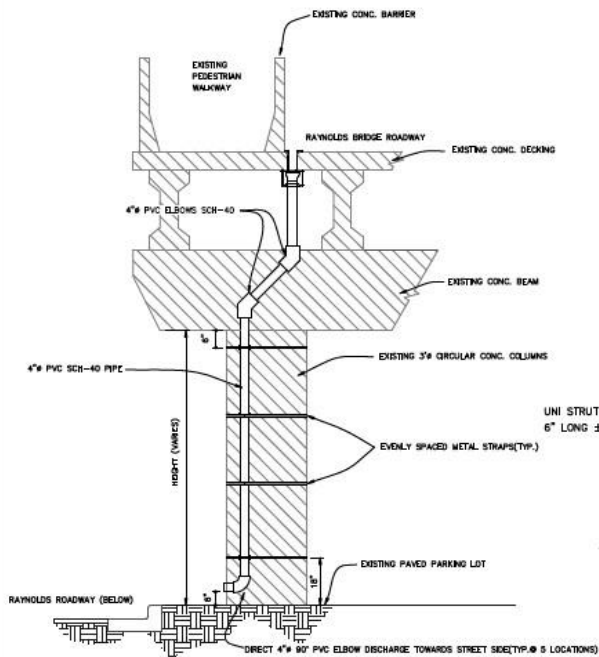
EXISTING CONDITION CROSS SECTION VIEW  
N.T.S.



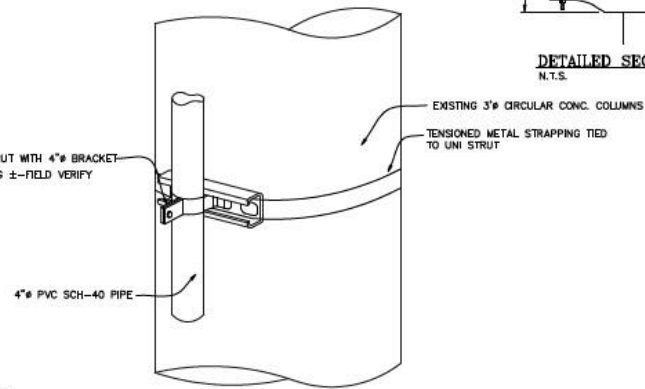
ISOMETRIC VIEW  
N.T.S.



DETAILED SECTION VIEW OF DRAINS (5 TYP.)  
N.T.S.



EXISTING/PROPOSED COLUMN SECTION VIEW  
N.T.S.



ISOMETRIC VIEW FOR ANCHORING OF 4" PVC DRAINS  
N.T.S.

NOTE:  
PROVIDE 1" LONG #10 SELF TAPPING  
SCREWS 3 PER JOINT @ ALL ELBOWS TO  
PREVENT PVC SLIPPAGE (PROVIDE PRIMER/  
GLUE @ ALL JOINTS).

DATE	REVISIONS	BY

BENCHMARK

FILING INFORMATION
CONTRACT NO.
SECTION
AREA
QUANTITY PLAT RECORDS
SOON
PAID
FIELD

SCALE
FOR S.T.S. - 1/4" = 1'-0"
FOR S.T.S. - 1/4" = 1'-0"
FOR S.T.S. - 1/4" = 1'-0"
FOR S.T.S. - 1/4" = 1'-0"
FOR S.T.S. - 1/4" = 1'-0"
FOR S.T.S. - 1/4" = 1'-0"

CERTIFICATION

RAYNOLDS BRIDGE DECK SECTIONS & DETAIL

**hnp** Engineering, L.C.  
11111 FIVE STAR BLVD. SUITE 100  
DALLAS, TEXAS 75244  
(214) 343-1111  
FAX (214) 343-1112  
WWW.HNPENGINEERING.COM  
SHEET 1 OF 1

## EXHIBIT C

Prepared For: Texas Tech University Health Sciences Center  
Being a portion of the Raynolds Street Right-Of-Way,  
City of El Paso, El Paso County, Texas  
October 16, 2012  
W.O. 081412-4

### METES AND BOUNDS DESCRIPTION (Lease Boundary for Parking under the Raynolds Street overpass)

Description of a 0.4960 acre parcel of land Being a portion of the Raynolds Street Right-of-Way, City of El Paso, El Paso, County, Texas and being more particularly described by metes and bounds as follows to wit:

Starting at an existing city monument located along Alameda Avenue and the extension of the Easterly right-of-way line of Concepcion Avenue, Thence North  $22^{\circ}32'08''$  West a distance of 1048.25 feet to a point lying along the westerly line of the Raynolds Street / East Service Road; said point also being the "True point of Beginning";

Thence North  $56^{\circ}44'28''$  West a distance of 53.37 feet to a point;

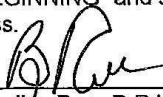
Thence along said right-of-way line along a arc of a curve to the left a distance of 14.70 feet, whose radius is 24.67 feet, whose central angle is  $34^{\circ}07'49''$  and whose chord bears North  $73^{\circ}48'23''$  West a distance of 14.48 feet to a point;

Thence South  $89^{\circ}11'07''$  West along the said easterly line a distance of 11.68 feet to a point, said point lying along the easterly line of the Raynolds Street / West Service Road;

Thence North  $00^{\circ}52'45''$  West along the easterly line of the Raynolds Street / West Service Road a distance of 270.01 feet to a point;

Thence along said right-of-way line along a arc of a curve to the right a distance of 109.76 feet, whose radius is 34.88 feet, whose central angle is  $180^{\circ}17'32''$  and whose chord bears North  $89^{\circ}16'01''$  East a distance of 69.76 feet to a point, said point lying along the westerly line of the Raynolds Street / East Service Road;

Thence South  $00^{\circ}52'06''$  East a distance of 304.04 feet back to the "TRUE POINT OF BEGINNING" and said parcel contains 21,607.81 square feet or 0.4960 acres of land more or less.



Bradley Roe, R.P.L.S. 2449  
Roe Engineering, L.C.

FILE: parking lease.wpd





## EXHIBIT D

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

### AFFIDAVIT

**BEFORE ME**, the undersigned authority, on this day personally appeared Richard A. Lange President, who, being by my duly sworn, stated under oath as follows:

"Texas Tech University Health Sciences Center at El Paso has submitted an application to request permission from the City of El Paso to encroach onto portions of public rights-of-way with a surface parking lot on portions of right-of-way on Alberta Avenue beneath the Raynolds Street overpass; and Texas Tech University Health Sciences Center at El Paso affirms they are a public institution of higher education in the State of Texas, and that its employees and property are subject to the Texas Tort Claims Act found in the Texas Civil Practices and Remedies Code, Title V, Governmental Liability. The liability of Texas Tech University Health Sciences Center at El Paso is limited to the monetary amount prescribed under the Texas Tort Claims Act, and as may be amended. In order to receive approval of their application, Texas Tech University Health Sciences Center at El Paso agrees they shall meet, accept, perform and be bound by all the same obligations and requirements of any applicant who is not self-insured, subject to the provisions of the Texas Tort Claims Act."

Texas Tech University Health Sciences Center at El Paso

BY: Jessica Fisher

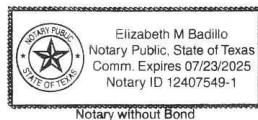
Jessica Fisher, C.P.A., M.Accy.  
Interim Vice President for Finance & Administration / Chief Financial Officer

### ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument is acknowledged before me on this 27<sup>th</sup> day of MARCH, 2023, by Jessica Fisher, Interim Vice President, on behalf of Texas Tech University Health Sciences Center at El Paso.

Elizabeth M Badillo  
Notary Public, State of Texas



07/23/2025  
My Commission Expires

ORDINANCE NO. \_\_\_\_\_



# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

## Introduction:

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

## Definitions:

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

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

## Contributor / Donor Information:

Full Name	Richard Lange
Business Name	Texas Tech University Health Sciences Center El Paso
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		

**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: Jessica Fisher Date: 05/07/2024





ITEM 28

# Special Privilege License

PSPN23-00005



**Strategic Goal 3.**

Promote the Visual  
Image of El Paso

## Applicant

- Texas Tech University Health Sciences Center

## Location

- Along Alberta Avenue beneath the Raynolds Street Overpass Bridge

## Type of Encroachment

- The surface encroachment of an existing parking lot, overhead bird netting and drainage pipes

## Term

- 10 years with option for one (1) renewable ten (10) year term

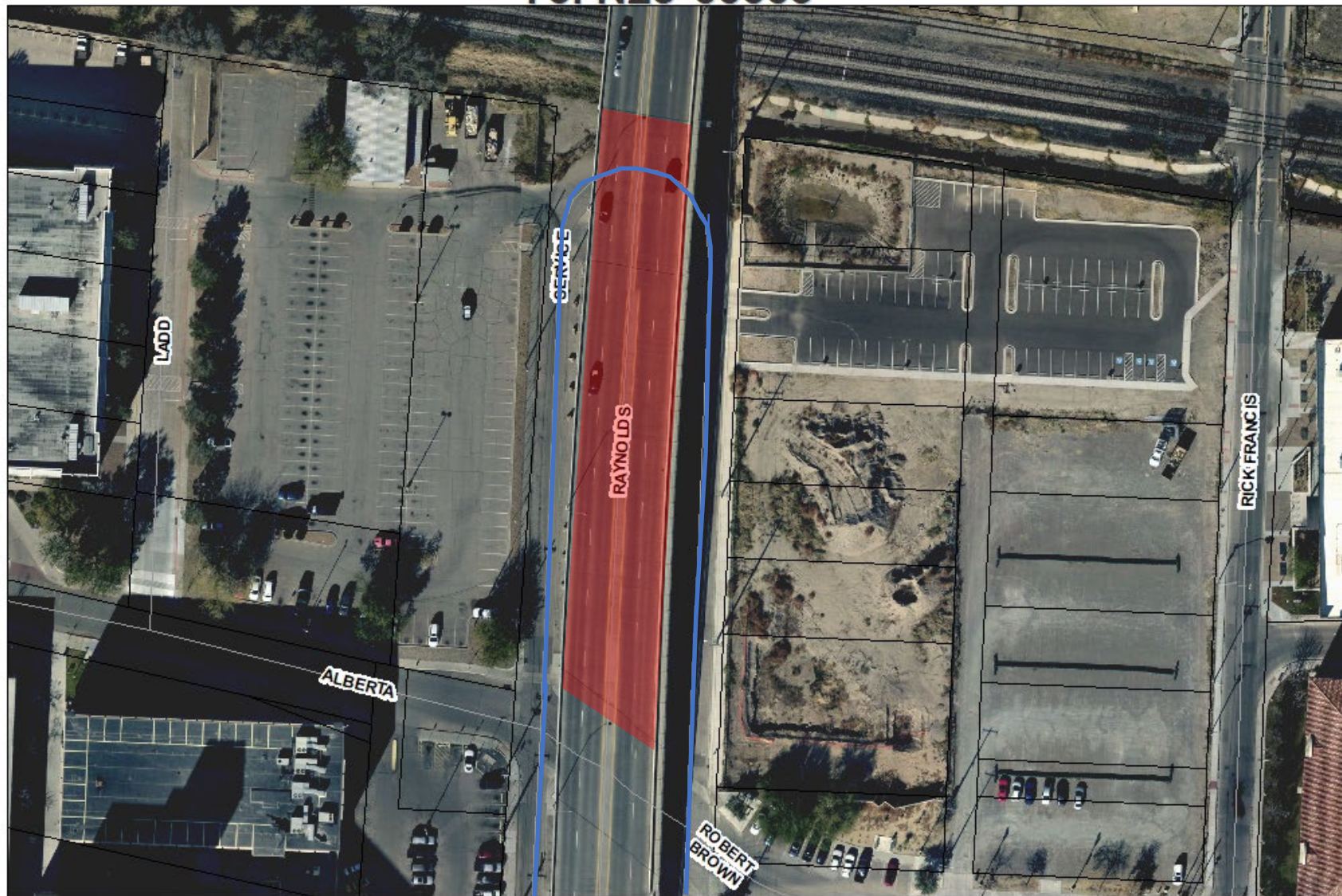
## Annual Fee

- \$1,060.00

# License Details



PSPN23-00005



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than 1:10,000 may introduce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

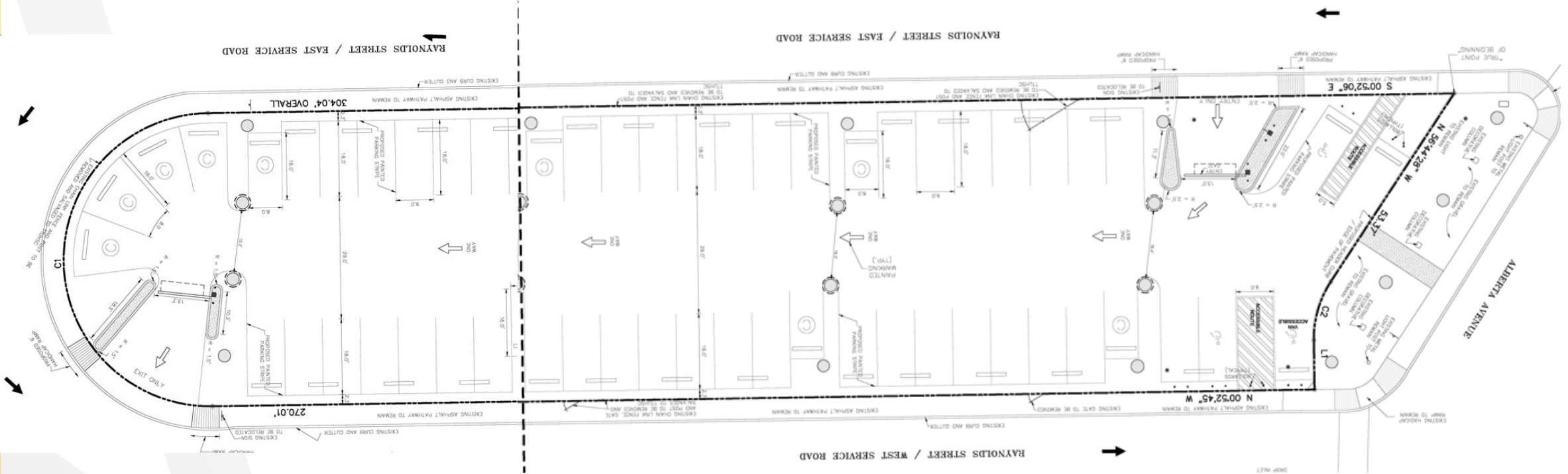


0 30 60 120 180 240 Feet



# Aerial

# Parking lot Site Plan





## Parking Lot

Entrance



Exit





Drainage Structures



Bird Netting





## Recommendation

- Staff recommends **approval** of the Special Privilege License renewal for the surface encroachment of the parking lot, overhead bird netting, and drainage structures.





## Mission

Deliver exceptional services to support a high quality of life and place for our community



## Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



## Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

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File #: 25-142, Version: 2

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**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**

Community and Human Development, Araceli Guerra, (915) 212-1401

**AGENDA LANGUAGE:**

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

Discussion and action that the Mayor of the City of El Paso be authorized to sign Resolutions of Support and/or Resolutions of No Objection for the following 2025 9% Regional Competitive Low-Income Housing Tax Credit (LIHTC) applications: (1) Pebble Hills Place, located at N Zaragoza Rd. & Pebble Hills Blvd., El Paso, Texas 79938, proposed by Green Mills Holdings LLC. (2) Pebble Hills Estates, located at NWC Charles Foster Ave. and John Hayes St., El Paso, Texas 79938, proposed by Investment Builders Inc. (3) Ridgestone Senior, located at 11050 Montana Ave. El Paso, Texas 79936, proposed by Investment Builders Inc. (4) Villas at Augusta, located at SWC of Augusta Dr. and Zaragoza Rd. El Paso, Texas 79938, proposed by Investment Builders Inc.

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** \_\_\_\_\_

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

## RESOLUTION

**WHEREAS**, Investment Builders, Inc. has proposed a development for 64 affordable rental housing units at NWC Charles Foster Ave and John Hayes St, El Paso, TX 79938 named Pebble Hills Estates in the City of El Paso, Texas; and

**WHEREAS**, Investment Builders, Inc. has committed to a minimum 45-year affordability period for those additional 64 units at NWC Charles Foster Ave and John Hayes St. El Paso, TX named Pebble Hills Estates, in the City of El Paso, Texas; and

**WHEREAS**, Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Pebble Hills Estates.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the propose **Pebble Hills Estates** development located at NWC Charles Foster Ave and John Hayes St. El Paso, TX (TDHCA Application number 24157) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

*(Signatures Continue on Following Page)*

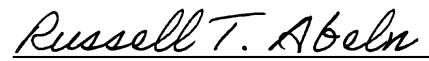


**ATTEST:**


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Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Abraham Gutierrez  
for Araceli Guerra  
Araceli Guerra  
Interim Director  
Community and Human Development

## RESOLUTION

**WHEREAS,** Investment Builders, Inc. has proposed a development for 64 affordable rental housing units at NWC Charles Foster Ave and John Hayes St, El Paso, TX 79938, named Pebble Hills Estates, in the City of El Paso, Texas; and

**WHEREAS,** Investment Builders, Inc. has committed to a minimum 45-year affordability period for those additional 64 units at NWC Charles Foster Ave and John Hayes St, El Paso, TX 79938., named Pebble Hills Estates, in the City of El Paso, Texas; and

**WHEREAS,** Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Pebble Hills Estates.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it **supports** the proposed **Pebble Hills Estates** development located at NWC Charles Foster Ave and John Hayes St, El Paso, TX 79938, (TDHCA Application number 24078) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

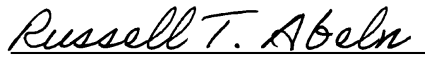
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**ATTEST:**


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Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
Abraham Gutierrez  
for Araceli Guerra

\_\_\_\_\_  
Araceli Guerra  
Interim Director  
Community and Human Development

## RESOLUTION

**WHEREAS,** Green Mills Holdings, LLC has proposed a development for 80 affordable rental housing units at N Zaragoza Rd & Pebble Hills Blvd, El Paso, TX 79938, named Pebble Hills Place in the City of El Paso, Texas; and

**WHEREAS,** Green Mills Holdings, LLC has committed to a minimum 45-year affordability period for those additional 80 units at N Zaragoza Rd & Pebble Hills Blvd., named Pebble Hills Place in the City of El Paso, Texas; and

**WHEREAS,** Green Mills Holdings, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Pebble Hills Place.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Pebble Hills Place** development located at N Zaragoza Rd & Pebble Hills Blvd, El Paso, TX (TDHCA Application number 24157) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

*(Signatures Continue on Following Page)*

**ATTEST:**

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Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

*Russell T. Abeln*

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Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



Abraham Gutierrez  
for Araceli Guerra

---

Araceli Guerra  
Interim Director  
Community and Human Development

## RESOLUTION

**WHEREAS,** Green Mills Holdings, LLC has proposed a development for 80 affordable rental housing units at N Zaragoza Rd & Pebble Hills Blvd, El Paso, Texas 79938 named Pebble Hills Place, in the City of El Paso, Texas; and

**WHEREAS,** Green Mills Holdings, LLC has committed to a minimum 45-year affordability period for those additional 80 units at N Zaragoza Rd & Pebble Hills Blvd, El Paso, TX, 79938 named Pebble Hills Place in the City of El Paso, Texas; and

**WHEREAS,** Green Mills Holdings, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Pebble Hills Place.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it **supports** the proposed Pebble Hills Place development located at N Zaragoza Rd & Pebble Hills Blvd, El Paso, TX 79938 (TDHCA Application number 24157) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

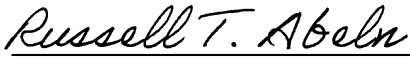
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**ATTEST:**


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Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
Abraham Gutierrez  
for Araceli Guerra

\_\_\_\_\_  
Araceli Guerra  
Interim Director  
Community and Human Development



## RESOLUTION

**WHEREAS,** Investment Builder, Inc. has proposed a development for 60 affordable rental housing units at 11050 Montana Ave. El Paso, TX 79936, named Ridgestone Senior, in the City of El Paso, Texas; and

**WHEREAS,** Investment Builder, Inc. has committed to a minimum 45-year affordability period for those additional 60 units at 11050 Montana Ave., El Paso, TX 79936 named Ridgestone Senior, in the City of El Paso, Texas; and

**WHEREAS,** Investment Builder, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Ridgestone Senior.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Ridgestone Senior** development located at 11050 Montana Ave., El Paso, TX 79936 (TDHCA Application number 24158) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

### **THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

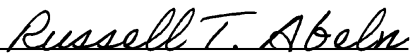
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**ATTEST:**


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Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
Abraham Gutierrez  
for Araceli Guerra

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Araceli Guerra  
Interim Director  
Community and Human Development

## RESOLUTION

**WHEREAS,** Investment Builders, Inc. has proposed a development for 60 affordable rental housing units at 11050 Montana Ave., El Paso, TX 79936, named Ridgestone Senior, in the City of El Paso, Texas; and

**WHEREAS,** Investment Builder, Inc. has committed to a minimum 45-year affordability period for those additional 60 units at 11050 Montana Ave., El Paso, TX 79936, named Ridgestone Senior, in the City of El Paso, Texas; and

**WHEREAS,** Investment Builder, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Ridgestone Senior.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it **supports** the proposed **Ridgestone Senior** development located at 11050 Montana Ave. El Paso, TX 79936 (TDHCA Application number 24158) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

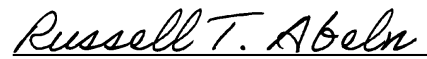
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**ATTEST:**


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Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
Abraham Gutierrez  
for Araceli Guerra

\_\_\_\_\_  
Araceli Guerra  
Interim Director  
Community and Human Development

## RESOLUTION

**WHEREAS**, Investment Builders, Inc. has proposed a development for 64 affordable rental housing units at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938, named Villas at Augusta Ltd., in the City of El Paso, Texas; and

**WHEREAS**, Investment Builders, Inc. has committed to a minimum 45-year affordability period for those additional 64 units at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938, named Villas at Augusta, Ltd. in the City of El Paso, Texas; and

**WHEREAS**, Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Villas at Augusta Ltd.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it **supports** the proposed Villas at Augusta Ltd. development located at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938 (TDHCA Application number 24077) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

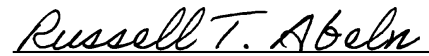
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**ATTEST:**


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Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
Abraham Gutierrez  
for Araceli Guerra

---

Araceli Guerra  
Interim Director  
Community and Human Development

## RESOLUTION

**WHEREAS**, Investment Builders, Inc. has proposed a development for 64 affordable rental housing units at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938, named Villas at Augusta Ltd. in the City of El Paso, Texas; and

**WHEREAS**, Investment Builders, Inc. has committed to a minimum 45-year affordability period for those additional 64 units at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938, named Villas at Augusta Ltd., in the City of El Paso, Texas; and

**WHEREAS**, Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Villas at Augusta Ltd..

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed Villas at Augusta Ltd. development located at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938 (TDHCA Application number 24077) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

*(Signatures Continue on Following Page)*

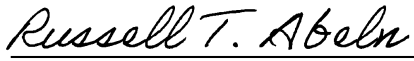


**ATTEST:**


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Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
Abraham Gutierrez  
for Araceli Guerra

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Araceli Guerra  
Interim Director  
Community and Human Development



## 2025 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for a resolution of support for the Texas Department of Housing and Community Affairs (TDHCA) as part of the 2025 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- **The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Tuesday, November 12, 2024 by 5:00 pm (MST).**

### SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Pebble Hills Estates, Ltd. (Applicant) / Investment Builders, Inc. (Developer)
2. Contact Person: Roy Lopez
3. Applicant Address: 7400 Viscount Blvd., Suite 109, El Paso, Tx 79925  
Phone: 915-255-6588 E-Mail: rlopez@ibitoday.com
4. Name of Proposed Development: Pebble Hills Estates
5. Proposed Development Address/Location: NWC of Charles Foster Ave. and John Hayes St., El Paso, Tx 79938
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive):  
9% Regional Competitive

### SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): \$20,182,098
4. Cost per square foot: \$215.70
5. Amount of tax credits being requested of TDHCA: \$1,975,000
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	12	2		2	4	4
2 Bedroom	24	2		13	7	2
3 Bedroom	24			23	1	
4 Bedroom	4			4		
<b>Totals</b>	<b>64</b>	<b>4</b>		<b>42</b>	<b>12</b>	<b>6</b>

7. Is the proposed development site properly zoned for proposed development? Yes ☒ No ☐  
a. Current Zoning: C-2 C
8. Are property taxes current for the site? Yes ☒ No ☐  
If yes, provide a copy of current property tax receipt, or print-out from:  
[https://actweb.acttax.com/act\\_webdev/elpaso/index.jsp](https://actweb.acttax.com/act_webdev/elpaso/index.jsp) Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes ☐ No ☒
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

**SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS**

1. Total amount of funds requested from City HOME/CDBG funds: \$ N/A  
Or, total amount of requested fee waiver from the City of El Paso: \$ 500.00
2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):
- |   |               |
|---|---------------|
| Acquisition:                                | <u>\$ N/A</u> |
| Design/Soft Costs:                          | <u>\$</u>     |
| New Construction of Housing Units:          | <u>\$</u>     |
| Rehabilitation/Conversion of Housing Units: | <u>\$</u>     |
| Funds from other sources:                   | <u>\$</u>     |
| Total Project Cost:                         | <u>\$</u>     |
3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):  
How many of the existing dwelling units are occupied? N/A Vacant? \_\_\_\_\_  
If completely vacant, how long has the property been vacant? \_\_\_\_\_  
Are any of the units owner-occupied? \_\_\_\_\_  
Will Temporary or permanent relocation be required? \_\_\_\_\_
4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than \$200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.  
Do you agree to meet or exceed the Section 3 requirements noted above? Yes ☐ No ☐
5. Submit the following financial documents (for those requesting HOME/CDBG funds):
- Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
  - Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):

- a. Copy of Relocation Plan. Submit as Attachment C-6.a.
- b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.
- c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

**Please note:** Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.

#### SECTION D. CERTIFICATIONS

### RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 12, 2024 BY 5:00 PM (MST).

**Submittals received after 5:00 pm on November 12, 2024 MST will not be considered for support.**

Applications must be submitted by emailing a link to your application contained within a file sharing service to **DCHDFacilities@elpasotexas.gov**. Please notify DCHD staff by emailing DCHDFacilities@elpasotexas.gov that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the approval letter of a waiver for electronic submission.

### 4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR.

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required): \_\_\_\_\_

Printed Name/Title: Roy Lopez

Date: 11/11/2024

FOR STAFF USE ONLY: Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Review for Completeness by: \_\_\_\_\_

## Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals

Value Statement	Total Points	Evaluation Criteria and/or Scoring Breakdown (points)	Plan El Paso Reference (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies referenced below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)
1. Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region	35	<p>a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units proposed as compared to the development with the greatest number of units. (ex. Development X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points x 50% = 7.5 points).</p> <p>b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units compared to the development with the greatest number of 30% AMI units.</p> <p>c) 7 points for the development with the most units for households between 31% and 60% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units compared to the development with the greatest number of 31%-60% AMI units.</p> <p>d) 5 points for the development with the greatest number of units produced per amount of tax credit.</p>	Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)
2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services	20	<p>Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services.</p> <p>Categories of Services:</p> <p>a) Education (5 pts)</p> <p>b) Economic development/workforce and entrepreneurial development (including homeownership programs) (10 pts)</p> <p>c) Supportive/social services (5 pts)</p>	<p>Goal 5.12 - Museum &amp; Cultural Affairs</p> <p>Goal 5.14 - Schools</p> <p>Goal 5.17 - Civic Buildings</p> <p>Goal 7.12 - Educational Opportunities</p> <p>Goal 9.3 - Access to Healthcare (Policy 9.3.1)</p> <p>Goal 6.1 Housing Supply; supportive housing (Policy 6.1.3)</p> <p>Policy 10.7.6: Promote behavioral changes and consumption patterns that conserve energy</p> <p>Goal 10.16: Reduce "Food Miles" or the distance that food must travel to El Paso, and the associated pollution and fuel consumption associated with long-distance food transport.</p>

3. Residents given an opportunity for inclusiveness and afforded an opportunity to access public services	10	<p>Categories:</p> <p>a) No physical barriers separating the development from the neighborhood and commercial/public services (4 pts)</p> <p>b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts)</p> <p>c) Development has a mix of units at various income levels to include 80% AMI and/or market rate. (3 pts)</p>	<p>Goal 2.1 - Smart Location Principles</p> <p>Goal 2.2 - Neighborhood Patterns</p> <p>Goal 4.2 - Complete Streets (Policy 4.2.8)</p> <p>Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8)</p> <p>Goals 5.8 &amp; 5.9 - Parks</p> <p>Goal 6.1 - Housing Supply (Policies 6.1.1, 6.1.2 &amp; 6.1.7)</p> <p>Goal 6.2 - Existing Neighborhoods (Policy 6.2.1)</p> <p>Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3)</p> <p>Goal 9.3 - Access to Healthcare</p> <p>Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy 10.6.3) .</p>
4. Local presence and long-term accountability in El Paso	15	<p>Applicant has:</p> <p>a) Past experience involved in a development team constructing, operating and/or providing affordable housing for residents who fit the demographic profile to be served in El Paso (4 pts)</p> <p>b) A staff presence in El Paso of at least 5 employees (4 pts)</p> <p>c) 5 or more years experience as part of a development team financing, building, operating or managing affordable housing in El Paso (4 pts)</p> <p>d) Commitment to extended affordability beyond 30 years. (1 point for every 5 years of extended affordability beyond 30 years) (up to 3 pts)</p>	N/A

5. Meets City smart growth initiative as set out in Plan El Paso	20	<p>Each project will be evaluated and scored by City of El Paso staff.</p> <p>Tier 1 projects can score up to 20 points under this category.</p> <p>Tier 2 projects can score up to 10 points under this category.</p> <p>This is intended to prioritize Tier 1 projects while not ruling out creative, impactful projects in Tier 2.</p> <p>(See attached maps of Tier 1 and Tier 2 Areas)</p>	<p>Goal 1.1 - Downtown (If proposed project is located downtown)</p> <p>Goal 1.2 - Traditional Neighborhoods (Policy 1.2.3)</p> <p>Goal 1.3 - Neighborhood Retrofits; bus routes and RTS stops (Policies 1.3.1 &amp; 1.3.2)</p> <p>Goal 1.4 - New Neighborhoods</p> <p>Goal 1.5 - Outward Expansion</p> <p>Goal 1.9 - Industrial Lands (Policy 1.9.4)</p> <p>Goal 1.10 - Growth Areas and Overlays (Policies 1.10.3 - 1.10.5)</p> <p>Goal 2.1 - Smart Location Principles</p> <p>Goal 4.1 - Compact Urban Areas (Policy 4.1.2)</p> <p>Goal 4.7 - Air Quality (Policies 4.7.1 &amp; 4.7.3)</p> <p>Goal 4.11 - Public Transportation (Policies 4.11.2, 4.11.3 &amp; 4.11.6)</p> <p>Goal 6.1 - Housing Supply (Policies 6.1.1 - 6.1.3, 6.1.7)</p> <p>Goal 6.2 - Existing Neighborhoods (Policy 6.2.1)</p> <p>Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3)</p> <p>Goal 6.4 - Housing Affordability</p> <p>Goal 7.3 - Dynamic Walkable Neighborhoods (Policy 7.3.3)</p> <p>Goal 7.11 - Complete Streets</p> <p>Goal 9.4 - Exposure to Environmental Risk (Policies 9.4.1a, 9.4.1c, 9.4.1e)</p> <p>Goal 9.5 - Encourage Physical Activity Through Design (Policies 9.5.4 &amp; 9.5.6)</p> <p>Goal 9.6 - Encourage Well-Being (Policy 9.6.6)</p> <p>Goal 10.5 - Stormwater; (Policy 10.5.2, Policy 10.5.7, Policy 10.5.9)</p> <p>Goal 10.6 - Atmosphere; promote both roof and non-roof strategies to mitigate the urban heat island effect (Policy 10.6.9).</p> <p>Goal 10.7 - Energy/Public transit (Policy 10.7.2).</p> <p>Goal 10.8: Protect and enhance ecologically sensitive areas such as aquifer recharge zones, hillsides, bosques, arroyos, wetlands, and plants and wildlife resources.</p> <p>Goal 10.9: Preserve the valuable natural resources of the mountain and hillside areas and minimize the exposure of potential environmental hazards associated with their development.</p> <p>Goal 10.10: Protect the community from risks associated with geologic conditions</p> <p>Goal 10.13: Protect City residents from the effects of excessive noise or vibration.</p> <p>Goal 10.14: Improve public safety by developing appropriate lighting and control standards.</p>
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TOTAL POSSIBLE POINTS 100



1. Regional Land Use Patterns			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
<b>Downtown</b>			
<b>Goal 1.1:</b> The City of El Paso places the highest priority on the reinvigoration of Downtown, whose strategic location, walkable blocks, and historic buildings will once again make Downtown a vibrant destination and center of culture, shopping, government, and the arts. These policies, and the policies in the Downtown Element of <i>Plan El Paso</i> , apply to land in the G-1 "Downtown" growth sector on the Future Land Use Map.	<b>Policy 1.1.1:</b> City policies and programs should encourage the rehabilitation of upper stories of existing Downtown buildings as office, retail, entertainment, and residential space. Financial incentives should be considered to encourage investment from the private sector.	For developments in the G-1 "Downtown" Future Land Use Area, the development includes rehabilitation of existing buildings.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
	<b>Policy 1.1.2:</b> The City encourages new multi-story mixed-use buildings with windows and doors facing all sidewalks to be constructed on vacant lots. The City will not require any on-site parking for buildings Downtown.	For developments in the G-1 "Downtown" Future Land Use Area, the development includes new construction with three or more habitable stories.	1
	<b>Policy 1.1.3:</b> Downtown redevelopment strategies will include new and improved civic buildings and civic spaces, plus shared parking for residents, employees, and visitors.	For developments in the G-1 "Downtown" Future Land Use Area, the development utilizes shared parking agreements with existing private or municipal parking resources to satisfy at least 50% of its required off-street parking.	1
<b>Traditional Neighborhoods</b>			
<b>Goal 1.2:</b> The City of El Paso highly values the traditional neighborhoods that were laid out in all directions from Downtown and will maintain and improve their highly walkable character, transit accessibility, diverse mix of land uses, and historic building stock. These policies apply to land in the G-2 "Traditional Neighborhood" growth sector on the Future Land Use Map. Also see goals and policies in the Urban Design Element.	<b>Policy 1.2.3:</b> Vacant and underutilized parcels in and around the City's traditional neighborhoods can be excellent locations for redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons. Redevelopment of such sites should mesh with the scale and character of these existing neighborhoods rather than imposing a suburban or high-rise model on traditional neighborhoods. The City's zoning and development regulations should be modified accordingly. Additional infill incentives should be considered by the City.	For developments in the G-2 "Traditional Neighborhood" Future Land Use Area, the development's structures show a general conformance with the scale and character of the existing neighborhood (defined as those residential properties within a 1/4 mile proximity of the subject property) in terms of building height and residential density.	1

Neighborhood Retrofits			
<p><b>Goal 1.3:</b> The City of El Paso wishes to diversify its post-war and suburban neighborhoods in strategic locations in order to increase the variety of housing options, including rowhouses, apartments, and condominiums, and to expand opportunities for employment and neighborhood shopping without requiring long car trips.</p>	<p><b>Policy 1.3.1:</b> Most neighborhoods, even new ones, would benefit from a greater variety of activities within walking and bicycling distance. For instance, a greater number of smaller parks are preferable to a few larger ones that are accessible only to those with a private vehicle. Likewise, smaller schools often become the centerpiece of their neighborhoods rather than distant facilities to which most students must be driven or bused each day. This policy is most applicable within the G-3 "Post-War" and G-4 "Suburban" growth sectors on the Future Land Use Map.</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> <li>a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units</li> <li>b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"</li> </ul>	1
		<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall be located within a 1/2 mile walking distance from an existing elementary, middle or high school. The entirety of the path from the development to the school must be served by sidewalks.</p>	1
	<p><b>Policy 1.3.2:</b> Sun Metro bus routes and rapid transit system (RTS) stops and transfer centers offer independence to those who live in drivable neighborhoods but do not have access to a car. The land near transfer centers and RTS stops offers major redevelopment opportunities to take special advantage of those facilities. These locations are designated as overlays on the Future Land Use Map (see Goal 1.10).</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> <li>a. Locate within a 1/2 mile walking distance from an existing or future RTS stop</li> <li>b. Locate within a 1/4 mile walking distance from an existing standard Sun Metro bus stop</li> </ul> <p>In either case, the entirety of the path from the development to the transit stop must be served by sidewalks.</p>	1
Outward Expansion			
<p><b>Goal 1.5:</b> The City of El Paso has grown primarily by outward expansion. This pattern has become untenable because the undevelopable wedges created by Fort Bliss and the Franklin Mountains have forced outward expansion so far from central El Paso. The amount of commuting required by this development pattern throughout the City will be increasingly impractical in an era of high gasoline prices and the need to control climatic changes caused in part by overuse of fossil fuels. The City of El Paso will be cautious about authorizing further outward expansion until it can be demonstrated to be essential to accommodate growth and the land to be</p>	<p><b>Policy 1.5.2:</b> This plan discourages urban development of irrigated farmland along the Rio Grande, which is designated in the O-3 "Agriculture" open-space sector. The City and EPWU-PSB should ensure that their individual regulations are complementary and do not encourage unnecessary development of irrigated farmland. Consideration needs to be given to incentivizing preservation of agricultural lands, including conducting a full evaluation of best practices that could mitigate their full development.</p>	<p>The development is located in any of the Future Land Use Areas listed here:</p> <ul style="list-style-type: none"> <li>a. O-1 "Preserve"</li> <li>b. O-2 "Natural"</li> <li>c. O-3 "Agriculture"</li> <li>d. O-5 "Remote"</li> </ul>	-2

developed is an excellent location for expansion.	<b>Policy 1.5.3:</b> Arroyos are ravines carved over many years by rainfall moving across the earth. Arroyos feature a high degree of biodiversity and are an important part of the local ecology and landscape and the regional drainage pattern. This plan discourages urban development of remaining critical arroyos	The development is located within, or causes the disturbance of a FEMA designated arroyo.	-2
Outward Expansion			
<b>Goal 1.9:</b> The regional economy depends heavily on manufacturing. The City of El Paso will designate ample land that is well-suited for industrial facilities that are best located north of the border and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community. These policies apply to land in the G-7 “Industrial” growth sector on the Future Land Use Map.	<b>Policy 1.9.5:</b> Obsolete industrial sites and railyards pose technical challenges to redevelopment but are often ideally located within the City to offer new choices and opportunities for El Paso residents. The City should take affirmative steps to maximize this potential. These sites are generally in the G-7 "Industrial" growth sector on the Future Land Use Map.	For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
		For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development shall either: a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"	1
2. Urban Design			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
Smart Location Principles			
<b>Goal 2.1:</b> The City should change its growth pattern away from continuous outward expansion and toward integrated growth that minimizes environmental damage, reduces the need for excessive travel by private automobile, and can be served by public transportation.	<b>Policy 2.1.2:</b> Preferred locations for new development are sites near areas with a minimum of 90 intersections per square mile, as measured within ½-mile of the project’s boundary.	The development's surroundings have a minimum of 90 intersections per square mile, as measured within 1/2 mile of the project's boundary.	1
	<b>Policy 2.1.3:</b> Construction of high-rise buildings should be encouraged only in areas well-served by public transit.	The development includes new construction with three or more habitable stories in areas within 1/2 mile of a RTS or Streetcar route.	1

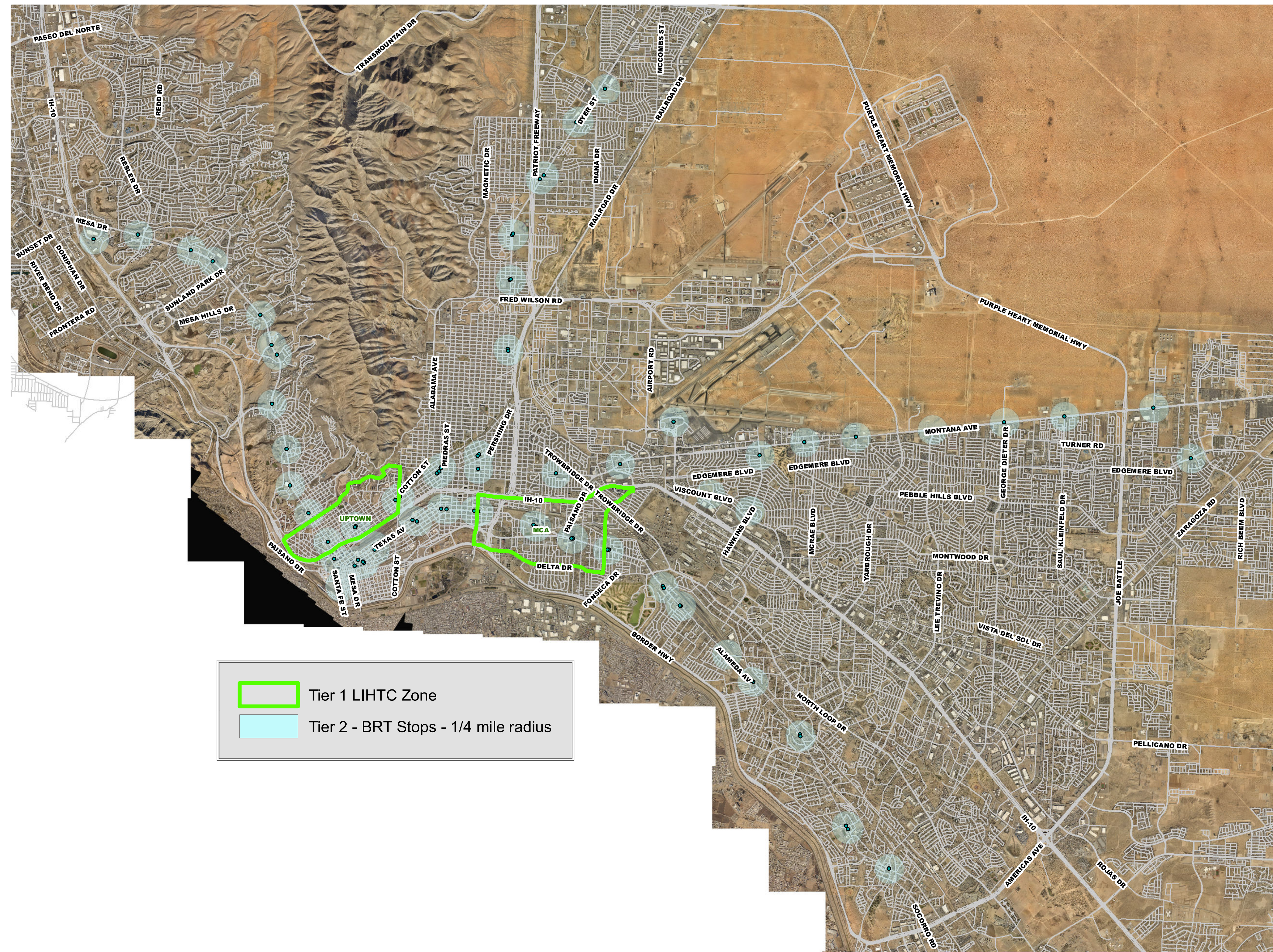
<b>Policy 2.1.4:</b> Development is encouraged to integrate jobs into or near residential neighborhoods, or to re-balance existing communities by adding jobs within a ½-mile radius of residential neighborhoods or by adding residences within a ½-mile radius of concentrations of jobs.	The development either: a. provides on-site commercial and/or office space in which potential employers may establish b. locates within a 1/2 mile walking distance of an existing retail/office/manufacturing employment center. The path from the development to the employment center must be served by sidewalks.	1
<b>Policy 2.1.6:</b> Development is encouraged along existing or planned bicycle networks where additional segments and/or secure bicycle storage can be added to the network.	For developments located along thoroughfares outfitted with existing dedicated bicycle infrastructure (such as a dedicated bicycle lane), the site shall provide at least 1 bicycle parking space or bicycle storage container for every 5 dwelling units.	1
<b>Policy 2.1.7:</b> Development is discouraged on sites or portions of sites within the 100-year or moderate-risk floodplains as defined by the Federal Emergency Management Agency (FEMA). Where development must occur within floodplains, development should be located on previously developed floodplains or in nonconveyance areas without flooding potential.	The development is located within a 100-year or moderate-risk floodplain as defined by FEMA.	-1
<b>Policy 2.1.10:</b> Development is discouraged on land with slopes greater than 15% and on land designated O-2 "Natural" on the Future Land Use Map.	The development is located in a O-2 "Natural" Future Land Use Map Area, or on land on which more than 20% of the site area has slopes greater than 15%	-2
<b>Policy 2.1.11:</b> Development is discouraged on sites where imperiled species or ecological communities have been identified.	The development is located on sites where imperiled species or ecological communities have been identified.	-2
<b>Policy 2.1.14:</b> Development is strongly discouraged on irrigated farmland unless the proposed development commits to permanently keep at least 50% of the land for farming or to subdivide the land into tracts that are themselves large enough to support small-scale farming.	For project's located on land that is currently or recently was utilized as irrigated farmland, the development commits to permanently keep at least 50% of the land area for farming.	1

6. Housing			MAXIMUM POINTS: 2
Goal	Policy	Criteria	Points
<b>Housing Supply</b>			
<b>Goal 6.1:</b> Maintain a sustainable and efficient housing supply for all residents of El Paso.	<b>Policy 6.1.1:</b> Strive to distribute a variety of housing types throughout the City to expand choices available to meet the financial, lifestyle, and cultural needs of El Paso's diverse population. Strongly encourage housing types that take into account non-traditional households and multi-generational families.	The project provides at least two types of housing from the following list of building types: a. Apartment building b. Mixed-Use building c. Townhome/Rowhouse d. Duplex/Triplex/Quadruplex The building type containing the smallest number of dwelling units shall nevertheless contain at last 20% of the project's total number of dwelling units.	1
<b>Existing Neighborhoods</b>			
<b>Goal 6.2:</b> Preserve and revitalize El Paso's existing neighborhoods.	<b>Policy 6.2.1:</b> Actively seek opportunities to retrofit suburban subdivisions to improve connectivity, add high quality parks, and introduce limited commercial uses where possible.	The development includes commercial space in which neighborhood serving retail businesses capable of serving surrounding residents as well as affordable housing residents may locate. The commercial space shall have a minimum 1,000 square feet of contiguous floor space.	1
<b>Walkable Neighborhoods</b>			
<b>Goal 6.3:</b> El Paso's neighborhoods should become the most connected and walkable in the southwest.	<b>Policy 6.3.1:</b> The City should encourage all new residential developments to be complete and connected, using the design principles under Goals 2.1 through 2.6 of the Urban Design Element, City-developed rating systems, SmartCode, and/or national standards such as LEED-ND as tools to assess the design of proposed developments.	All residential buildings earn a LEED Silver certification or higher	1
<b>Housing Affordability</b>			
<b>Goal 6.4:</b> Expand opportunities for affordable housing through new tools, technologies, and partnerships.	<b>Policy 6.4.1:</b> Adopt the "Housing + Transportation" formula developed by the Center for Neighborhood Technology as a tool to determine the true cost of living in various locations around El Paso.	The development is located in a census tract whose Housing + Transportation costs exceed 50% of per capita income for that census tract.	-2
9. Health			MAXIMUM POINTS: 1
Goal	Policy	Criteria	Points
<b>Environmental Risk Factors</b>			

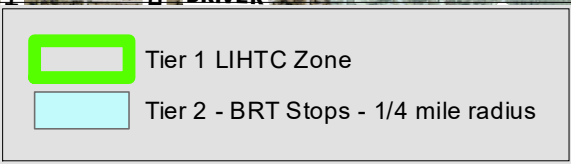
<b>Goal 9.4:</b> Reduce exposure to environmental risk factors.	<b>Policy 9.4.1:</b> Reduce risk of injury and fatality due to vehicular accidents. a. Lower design speeds on existing and proposed streets and highways. Retrofit streets to be more pedestrian-friendly. Include on-street parking and street trees as barriers between pedestrians and moving travel lanes and which increase visual friction to discourage speeding. Include wide sidewalks and narrower travel lanes. Minimize crossing distance at intersections with pedestrian refuges, bulb-outs, speed tables, and other strategies.	If the development utilizes an internal vehicle circulation network, the thoroughfares utilize pedestrian-friendly design elements, including at least two of the following: a. design speeds of 20 miles per hour or lower b. sidewalks greater than 5 feet in width c. street trees d. intersections with pedestrian refuges, bulb-outs, speed tables, et cetera	1
	<b>Policy 9.4.1:</b> Reduce risk of injury and fatality due to vehicular accidents. e. Promote the use of woonerven (a woonerf is a street in which pedestrians and cyclists have legal priority over automobile drivers, and which exhibit extremely low design speeds), shared spaces, curbless streets, and stripe-free zones as ways to create very traffic calmed residential streets that need less right-of-way than conventional streets. Use highly textured road beds to slow traffic.	If the development utilizes an internal vehicle circulation network, <i>woonerven</i> are utilized.	2
<b>Physical Activity</b>			
<b>Goal 9.5:</b> Encourage physical activity through the design of the built environment.	<b>Policy 9.5.6:</b> Integrate walkable neighborhood design with transit stations according to techniques and policies described in Regional Land Use Patterns, Urban Design, and Housing Elements.	For developments located on local or collector thoroughfares, as determined by the Major thoroughfare Plan, at least 50% of units are located within 15 feet of the property line facing a public right-of-way, and the entrances face the public right-of-way.	1
<b>10. Sustainability</b>			<b>MAXIMUM POINTS: 1</b>
<b>Goal</b>	<b>Policy</b>	<b>Criteria</b>	<b>Points</b>
<b>Stormwater</b>			

<b>Goal 10.5:</b> Protect the community from floods and reduce the risk of flood damage.	<b>Policy 10.5.9:</b> Design necessary flood control facilities to blend with and enhance developments through concepts such as park-ponds and retention of natural arroyos. Design stormwater retention facilities so they may be used during dry months.	If on-site ponding is required, it is designed to serve as a park-pond.	1
<b>Atmosphere</b>			
<b>Goal 10.6:</b> Reduce greenhouse gas emissions to meet the national ambient air quality standards for all air pollutants in the El Paso area and mitigate the heat island effect.	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using vegetated roofs.	At least 50% of buildings feature vegetated roofs	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using pergolas, solar panels, and other devices to shade parking garages, and flat and sloped roofs.	At least 50% of building roof area is shaded via pergolas, solar panels, or other devices.	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by installing vegetative ground cover and trees in planting strips, swales, and verges instead of pavement or dark rocks.	The development utilizes bioswales to filter stormwater.	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by minimizing surface parking lots and the size of expanses of asphalt and other low albedo paving surfaces.	Greater than 25% of the lot area is developed with impermeable surfaces, to exclude buildings.	-1
<b>Noise and Vibration</b>			
<b>Goal 10.13:</b> Protect City residents from the effects of excessive noise or vibration.	<b>Policy 10.13.1:</b> Discourage residential development in areas with high noise generators such as airports, freight railway tracks, or grade separated highways, without noise mitigation measures.	The development is located either: a. within 1/2 mile of an airport b. along a grade separated highway, freeway/expressway, or super arterial	-1

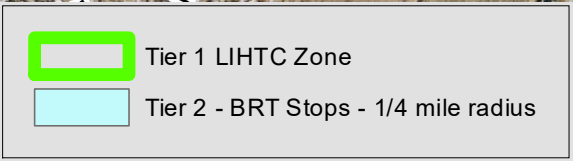














# **Attachment B-2**

## City of El Paso Evaluation Criteria

### How this development meets the criteria for Value Statement 1:

This proposed affordable housing apartment community will meet or exceed all of the desired living conditions promoted by TDHCA in this year's competitive housing tax credit application cycle.

Future residents will enjoy living in a well-designed and equipped family community on a 2.85-acre site in a safe and vibrant neighborhood with a poverty rate of 4.0%. Located at the NWC of Charles Foster Avenue and John Hayes Street in a 1<sup>st</sup> quartile census tract where residents will be close to supermarkets, retail outlets, restaurants, healthcare facilities and a number of other neighborhood amenities and conveniences.

This 64-unit development will consist of twelve (12) one-bedroom, twenty-four (24) two-bedroom units, twenty-four (24) three-bedroom units and four (4) four-bedroom units that will serve all households as presented in the Unit Mix Schedule in Section B, Item 6. The Applicant has made every effort to provide the highest number of affordable units with the amount of tax credits available for this development.

In addition to all of the neighborhood amenities available to these residents, such as full-service grocery store, healthcare facility, proximity to public parks and public transportation, **the development amenities provided at no additional cost to the residents** are normally found only in upscale apartment communities. These amenities include: one covered parking space for each unit; a swimming pool; a fully furnished exercise facility in the clubhouse; a full complement of Energy-Star appliances including a large refrigerator; a gas stove and oven; a built-in microwave, a dishwasher and a full-size washer and dryer in each unit. Energy-Star rated ceiling fans and lighting as well as all other mandatory development amenities not listed above will be provided as required by TDHCA.

The development will also incorporate many Green Building features to lower the impact on the local environment and provide utility cost savings to the residents. High efficiency 15-Seer refrigerated air conditioning will provide comfort as well as use less electricity and save on El Paso's scarce water resources by not using evaporative cooling. All windows will be Energy-Star rated and walls and ceilings will be insulated with R-15/R-30 values respectively. Native plants and drip irrigation will be used to conserve water as well.

Funding sources for this development are expected to come from (1) a conventional mortgage loan of \$3,774,000 at 7.0% interest with payments amortized over 40 years; (2) tax credit equity of \$16,390,861 and (3) deferred developer fee of \$17,237 to be paid from the development's operating cash flow during the initial fifteen-year compliance period. These amounts will provide the \$20,182,098 of total development funds needed to build this development.

The Applicant's goal is to provide safe, high quality affordable housing for economically disadvantaged families who are trying to improve their quality of life. The Applicant's twenty-nine (29) years of experience in providing affordable housing to those in need has taught them that the Housing Tax Credit Program is the best method available to accomplish this goal while maintaining the financial viability to sustain the project over its extended affordability period of forty-five (45) years. Indeed, this development could not be built without an award of 9% competitive tax credits.

### **How this development meets the criteria for Value Statement 2:**

The proposed Pebble Hills Estates multifamily development will provide support to assist its residents in breaking the cycle of poverty and support upward mobility by either directly providing or facilitating social services in the following categories:

- a) Education – the Applicant has contracted with Better Texans Services, Inc. to provide (1) ESL classes; (2) computer training; (3) GED preparation classes; and (4) health education courses.
- b) Economic development – the Applicant has contracted with Tierra Del Sol Housing Corporation (TDS) to conduct training in Basic Financial Literacy Skills and Homebuyer Education. TDS will also assist families with Financial Management and Planning, and Credit Rebuilding.
- c) Supportive/social services – the Applicant has also contracted with Better Texans Services, Inc. to provide the following supportive/social services: (1) annual income tax preparation; (2) food pantry; (3) health fair; (4) Notary Services; and (5) on-site social events.

### **How this development meets the criteria for Value Statement 3:**

The residents of the proposed development will be given the opportunity for inclusiveness and afforded and opportunity to access public services by satisfying the following evaluation criteria:

- a) **No physical barriers** – Although the development will have perimeter fencing, the design of the development will be such that it will have gateway openings for the residents to access the surrounding neighborhoods and commercial businesses in the area. The site will have sidewalks and ADA compliant sidewalks, ramps and parking, so there will be no barriers to the neighboring community and commercial/public services.
- b) **Gathering points** – The proposed development will be designed to include gathering points such as community space in the clubhouse; picnic tables; playground and swimming pool that residents may enjoy and invite friends/family from the surrounding neighborhood.

- c) **Unit Mix** – The proposed development is designed to have a mix of various income levels including 30%, 50%, 60% and 80%/Market of area median income households.

#### **How this development meets the criteria for Value Statement 4:**

The applicant has a local presence and long-term accountability in El Paso:

- a) **Past experience** – Investment Builders, Inc. (IBI) is a Texas corporation formed in September 1993 and completed its first tax credit project in El Paso in 1995. IBI has since developed, built, managed, and owned more than forty (40) affordable housing developments containing more than 3,000 units serving residents at or below 60% of the Area Median Family Income. Thirty of these developments are in the City of El Paso.
- b) **A staff presence in El Paso of at least five (5) employees** – IBI is led by highly qualified and professional individuals, each providing extensive experience in their respective areas. IBI currently has a full-time office staff of six (6) employees and a full-time field staff of four (4) employees, all working from its office located at 7400 Viscount, Suite 109, El Paso, Texas 79925. Each of these employees has been with the Company for more than ten (10) years.
- c) **Five (5) or more years of experience as part of a development team, financing, building, operating, or managing affordable housing in El Paso** – As noted in item 4(b) above, each of the employees referenced has been involved in every phase of developing, obtaining financing, building, owning, and managing affordable housing since 1993.
- d) **Commitment to extended affordability beyond thirty (30) years** – A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least forty-five (45) years.

#### **How this development meets the criteria for Value Statement 5:**

The proposed development meets City smart growth initiative as set out in Plan El Paso by meeting the following policy goals:

The final design and construction of the development will adhere to smart growth general design principles to ensure that it accommodates and maximizes the social, economic and environmental opportunities of the smart growth plan for El Paso. Pursuant to receiving a support letter from the City of El Paso and award by TDHCA, the final design will incorporate the following smart growth elements, see attached site plan for additional detailing:



**Goal 1.4 New Neighborhoods** – the proposed development will be located in a G-4 developing area of El Paso. There are numerous amenities including retail, grocery, and parks within a mile of the proposed site.

**Goal 1.10.5 Growth Areas and overlays** – the proposed development is proposed for families with a suburban G-4 area which will provide a greater variety of housing choices among the single-family residences in the area.

**Goal 2.1 Smart Location Principals** – the proposed development site will be located within ¼ miles of a transit bus stop. The design team is considering the inclusion of bicycle parking to allow residents travel options other than private automobiles.

**Goal 4.1 Compact Urban Area** – the proposed development is proposed for families within a suburban G-4 area which will provide a greater variety of housing choices and many essential amenities within walking and biking distance and limited automobile driving distances.

**Goal 4.7 Air Quality** – the proposed development will present the opportunity to increase travel choices by the location near public transportation and community amenities which will reduce travel time with private automobiles.

**Goal 4.11 Public Transportation** – the proposed development will be located in a G-4 suburban area that will be within ¼ mile from a transit bus stop and within walking, biking and limited driving distance of numerous amenities.

**Goal 6.1 Housing Supply** – the proposed development will offer housing choice to meet the financial, lifestyle and cultural needs of El Paso's diverse population. The development will service families with special needs including veterans, homeless, and persons with disabilities.

**Goal 6.2 Existing Neighborhoods** – the proposed development is situated among several single-family neighborhoods. This will be a small apartment building to integrate into the existing neighborhood.

**Goal 6.3 Walkable Neighborhoods** – the proposed development will allow residents to connect to the city around them with the public bus stop at Pebble Hills/John Hayes stop or Charles Foster/Steffi Graff stop. Sidewalks will be designed to connect to the sidewalks into the surrounding neighborhood.

**Goal 6.4 Housing Affordability** – the proposed development expands the availability of affordable housing and housing choice in El Paso.

**Goal 7.3 Dynamic Walkable Neighborhoods** – the proposed development is new development to balance housing opportunities, retail, services and employment with walkable and limited driving connectivity.

**Goal 9.4 Exposure to Environmental Risk** – the Applicant will work with the City to reduce environments risk factors by helping to reduce risk of injury and fatality due to vehicular accidents and reducing exposure to air pollution by encouraging walking, cycling and transit usage.

**Goal 9.5 Encourage Physical Activity Through Design** – the proposed development will be within walking and biking distances of community amenities. The development will be designed with a fitness center on-site. All ground floor units will be designed with visitability standards and available to all unit types.

**Goal 9.6 Encourage Well-Being** – the proposed development will encourage psychological and emotional well-being by reducing commuting times to maximize time with family and friends; support the City’s Dark Sky Ordinance and integrate the development into the fabric of the existing neighborhood.

**Goal 10.5 Stormwater** – the proposed development is not located in a floodplain and will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

**Goal 10.6 Atmosphere** – the proposed development will encourage walking, biking and limited automobile use with emphasis on van pooling and public transportation. The design will include installing trees and groundcover in parking areas.

**Goal 10.7 Energy/Public Transit** – the proposed development will be located within walking and biking distance of a public transit stop to help reduce the need for personal automobiles. The development will include energy efficient building systems, fixtures and appliances.

**Goal 10.8 Protect and enhance ecologically sensitive areas** – the proposed development is not located in an ecologically sensitive area.

**Goal 10.9 Preserve the valuable natural resources of the mountain and hillside areas** – the proposed development is not located in a mountain or hillside area.

**Goal 10.10 Protect the community from risks associated with geologic conditions** – the proposed development is not located near active fault areas; however, the development will be constructed in such a manner as to prevent unnecessary grading and use erosion control measures.

**Goal 10.13 Protect City residents from the effects of excessive noise or vibration** – the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

**Goal 10.14 Improve public safety by developing appropriate lighting and control standards** – the proposed development will be designed with public safety in mind. Adequate lighting for the development will be provided for the safety and well-being of the residents. The development will be designed in accordance with city lighting codes to help protect the “dark sky”.

## **Regional Land Use Patterns**

**Policy 1.3.1 Neighborhood Retrofits** – the proposed development will be located within ¼ mile from the East Cave Park and within ½ mile of Eastside Sports Complex and Walking Trail.

## **Urban Design**

**Policy 2.1.2** – the proposed development will NOT be located in an area with minimum of 90 intersections.

**Policy 2.1.3** – the development will be located within ½ mile of a Sun Bus route with continuous sidewalks and dedicated bike lanes.

**Policy 2.1.4** - the development will be within ½ mile of retail and employment with continuous sidewalks and dedicated bike lanes.

**Policy 2.1.6** – the development will be located along a corridor with dedicated bicycle lanes.

**Policy 2.1.7** - the proposed development will NOT be located within a 100-year or moderate-risk floodplain as defined by FEMA

**Policy 2.1.10** – the proposed development will NOT be located in an O-2 “Natural” Future Land Use Map Area

**Policy 2.1.11** – the proposed development will NOT be located on a site where imperiled species or ecological communities have been identified.

**Policy 2.1.14** – the development will NOT be located on land the is currently or has recently been utilized for farming.

## **Housing**

**Housing Supply Goal 6.1** – the development will provide five buildings with a variety of housing unit types.

**Existing Neighborhoods Goal 6.2** – the development will NOT include commercial space.

**Walkable Neighborhoods Goal 6.3** – the development will include energy efficient building systems, fixtures and appliances; however, due to the small size of this development, the expense of the LEED Silver certification is cost prohibitive.

**Housing Affordability Goal 6.4** – Census Tract 48141010368 has a Housing + Transportation index of 70%. Housing is 37% and Transportation is 33%.

## **Health**

**Environmental Risk Factors Goal 9.4** – not applicable to this development.

**Physical Activity Goal 9.5** – not applicable to this development.

## **Sustainability**

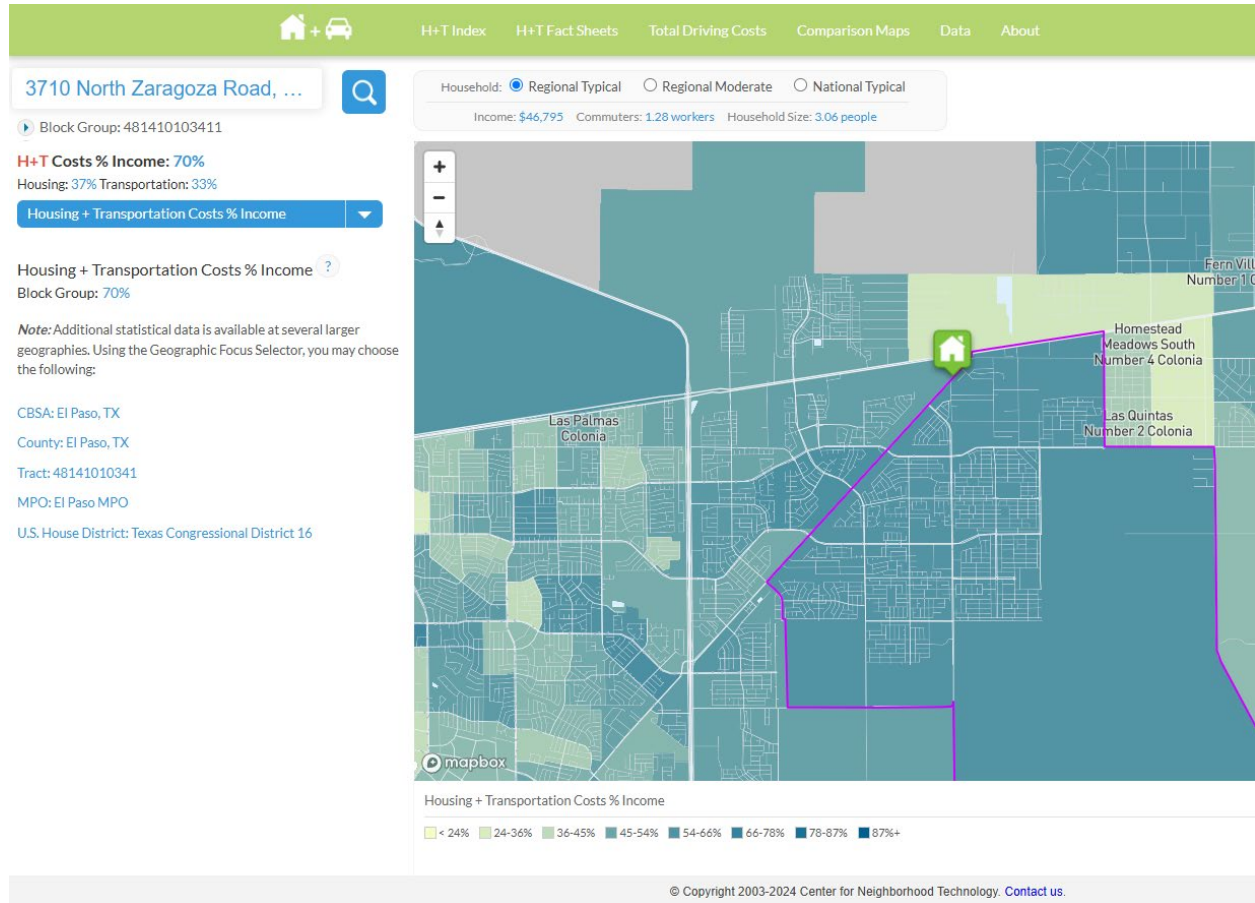
**Stormwater Goal 10.5** – the development will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

**Atmosphere Goal 10.6** - the development will be designed to create shade by installing trees throughout the development site and providing covered parking to reduce heat radiated from pavement in parking areas.

**Noise and Vibration Goal 10.13** - the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

This Applicant hereby acknowledges and commits itself to the items listed in this narrative, upon receiving a resolution of support from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.

## Housing + Transportation Map and Score



## CONTRACT FOR DELIVERY OF RESIDENT SERVICES

This Contract for Delivery of Resident Services (this "**Agreement**") is made and entered into this 1<sup>st</sup> day of December 2024 (the "**Effective Date**"), by and between Pebble Hills Estates, Ltd. a Texas limited partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**"). Owner and Contractor are collectively referred to as the "**Parties**" and each, a "**Party**."

### RECITALS:

A. Owner will own and operate a 64 unit family development known as Pebble Hills Estates (the "**Property**") located in El Paso, Texas.

B. The Property has applied to receive an award of 2025 low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Tax Credits**") and was assigned the Texas Department of Housing and Community Affairs File No. TBD.

C. In connection with the Tax Credits, the Owner is required to provide a minimum of ten (10) supportive service points.

D. Owner desires to engage Contractor to coordinate the provision of certain services for the residents of the Property more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

E. Contractor desires to coordinate the provision of such services for and on behalf of Owner under and pursuant to the terms of this Agreement.

### AGREEMENT:

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

#### 1. Services to be Rendered by Contractor.

(a) Throughout the Term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate the provision of the services described in Exhibit A attached hereto and incorporated herein for all purposes (collectively, the "**Services**").

(b) Contractor agrees that the Services will be provided at no cost to the residents of the Property. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations, as reasonably determined by Contractor.

(c) Consistent with Section 13 below, neither Contractor nor Owner shall change the Services without a written agreement to amend this Agreement, signed by the Parties.

2. Payment for Services; Reimbursement.

(a) As consideration for Contractor's coordination of the Services, Owner shall pay Contractor the amount indicated below (the "**Service Fee**") in accordance with the following:

The sum of Three hundred twenty and 00/100 Dollars (\$320.00) monthly. Beginning within thirty (30) days of the Commencement Date and throughout the Term, Contractor shall submit to Owner monthly invoices for the Service Fee. Owner shall pay the Service Fee to Contractor within thirty (30) days of Contractor's delivery to Owner of such invoice (the "**Service Fee Due Date**"). The Service Fee shall increase by three percent (3%) at each Renewal Term.

(b) The Service Fee shall be paid as follows:

The Service Fee shall be paid as an operating expense of Owner, before Owner makes any distributions to its partners or their affiliates.

(c) To the extent any of the Services required by Owner mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the subcontractor or vendor. Contractor shall have no responsibility for paying such expenses; provided that, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services, Owner shall promptly reimburse Contractor for such expenditure (the "**Expense Reimbursement**"), within ten (10) days of Contractor's delivery to Owner of an invoice for same (the "**Expense Due Date**").

(d) If Owner fails to timely pay to Contractor the Service Fee by the Service Fee Due Date or Expense Reimbursement by the Expense Due Date, the outstanding amount shall bear interest from the applicable Due Date at a rate of 1.5% compounded monthly or the highest rate of interests permitted by law, whichever is lower.

3. Term. Subject to the other provisions this Agreement, the obligations of the Parties shall commence on (y) the date the Property is placed in service, if the Property is a new construction development or (z) the Effective Date, if the Property is currently occupied (the "**Commencement Date**") and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall deliver to Contractor written notice 30 days before Commencement Date. It is currently anticipated that the Commencement Date will be January 1, 2027. Thereafter, the Agreement shall automatically renew in one-year increments (each, a "**Renewal Term**;" and the Initial Term, as extended by any Renewal Term, collectively, the "**Term**"). Notwithstanding the foregoing, this Agreement may be terminated in any Renewal Term as follows:

(a) upon the mutual written consent of the Parties;

(b) by either Party upon the expiration of the Initial Term, provided that the terminating party shall give the other party at least sixty (60) days advance written notice delivered by the terminating Party to the non-terminating Party; or

(c) in the event the a Party believes the other Party has defaulted in the performance of its obligations under this Agreement, then the non-defaulting Party shall provide the defaulting



Party with a written notice detailing such default; the defaulting Party shall then have ten (10) business days after the date of such notice to cure such default to the non-defaulting Party's reasonable satisfaction; if the defaulting party fails to cure such default to the non-defaulting Party's reasonable satisfaction in such time period, the non-defaulting Party shall have the right to terminate this Agreement immediately by delivering notice thereof to the defaulting Party.

(d) Upon termination of this Agreement, all accrued but unpaid Service Fee shall be paid by Owner to Contractor.

4. Access; Equipment and Cooperation. Owner agrees to allow Contractor and its agents, employees, subcontractors and vendors access to the Property during all reasonable hours. Owner additionally agrees to provide Contractor all equipment reasonably requested by Contractor in connection with Contractor's provision of the Services, including without limitation a flat screen television (at least 32"), a DVD player and internet access. Owner further agrees to reasonably cooperate with Contractor and to provide Contractor with all reasonable information requested by Contractor, in connection with Contractor's provision of the Services.

5. Indemnity.

(a) Contractor agrees to indemnify, defend and hold harmless Owner, its partners or members, as applicable, and their respective partners and members (each, an "**Owner Indemnified Party**"), from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement; provided that, in no event shall Contractor be responsible for the negligence or willful misconduct of an Owner Indemnified Party.

(b) Owner agrees to indemnify, defend and hold harmless Contractor, its directors, officers, partners, employees, agents, successors and assigns (each, a "**Contractor Indemnified Party**") from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to the Property, other than those arising from or incident to any negligence or willful misconduct of a Contractor Indemnified Party in fulfilling the terms of this Agreement.

6. Independent Contractor. The Parties understand and agree that Contractor is an independent contractor engaged in the operation of its own business, that Contractor and its employees shall not be considered to be an agent for employee of, or venturer with, Owner for any purpose whatsoever and further agree that Contractor has no general authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of Owner. Contractor and its employees shall perform all their duties and the services described herein in a manner consistent with this Agreement and the policies generally applicable to the Property (provided that Owner delivers to Contractor such policies). Contractor and its employees will identify and represent to all persons, firms, companies and regulatory authorities that Contractor and its employees are independent contractors and not employees or agents of Owner.

7. Exclusive Agreement. In consideration of Contractor entering into this Agreement, Owner agrees that prior to the sending of a notice of termination of this Agreement pursuant to

Section 3 above, Owner shall not enter any agreement with a third party for the furnishing of similar services without the prior written consent of Contractor.

8. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter of this Agreement.

10. Headings. The subject headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

11. Severability. In case any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Notices. Any notice to be given hereunder must be in writing and shall be deemed given (a) when delivered in person against receipt thereof, (b) two business days after deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid, or (c) when delivered by a commercial courier or messenger service against receipt thereof, and addressed as follows:

If to Owner:

Pebble Hills Estates, Ltd.  
7400 Viscount Blvd., Suite 109  
El Paso, TX 79925  
Attention: Roy Lopez

If to Contractor:

Better Texans Services, Inc.  
P.O. Box 101295  
Fort Worth, TX 76185  
Attention: Aubrea Hance

Either Party may specify a new address or additional addresses at any time by notice in writing to the other Party given in the manner hereinabove provided.

13. Amendment to Agreement. This Agreement may only be amended by written instrument signed by the Parties.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas, exclusive of said state's conflict and choice of law principles that would result in the application of the laws of another state.

15. Assignment. This Agreement may not be assigned by any Party without the prior written consent of each other Party.

16. Attorneys' Fees. Should a Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing Party in any action pursued in courts of competent jurisdiction (the finality of which is not or cannot be legally contested) agrees to pay to the prevailing Party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys' fees, expended or incurred by the prevailing Party in connection therewith.

17. Jurisdiction and Venue. The Parties agree that the exclusive jurisdiction and venue for any suit, action or proceeding arising out of this Agreement shall be any state or federal court sitting in Tarrant County, Texas, and each party waives, to the extent permitted by law, any and all objections to such jurisdiction and venue.

18. Recitals. The Parties acknowledge the accuracy of the Recitals and incorporate the Recitals into the Agreement for all purposes.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above set forth.

OWNER:

Pebble Hills Estates, Ltd.,  
a Texas Limited Partnership

By: Investment Builders, Inc.,  
its General Partner

By:

  
Name: Roy Lopez  
Title: Senior Vice President

CONTRACTOR:

Better Texans Services, Inc.  
a Texas corporation

By:   
Aubrea Hance, President

## **EXHIBIT A**

Contractor hereby agrees to coordinate a combination of services, in its sole discretion, from the following list to ensure a total of ten (10) points:

(A) Transportation Supportive Services include:

- (i) shuttle, at least three days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points); and
- (ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point).

(B) Children Supportive Services include:

- (i) provide a High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of paragraph (S)(C)(i)(I) of this subsection. (Half of the points required under this paragraph); and
- (ii) Twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points).

(C) Adult Supportive Services include:

- (i) Four hours of weekly, organized, in-person, hybrid, or virtual classes accessible to participants from a common area on site to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, homebuyer counseling, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);
- (ii) annual income tax preparation (offered by an income tax prep service) or IRS- certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual) that also emphasizes how to claim the Earned Income Tax Credit (1 point);
- (iii) contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);
- (iv) external partnerships for provision of weekly substance abuse meetings at the Development Site (1 point);
- (v) reporting rent payments to credit bureaus for any resident who affirmatively elects to participate, which will be a requirement of the LURA for the duration of the Affordability Period (2 points); and
- (vi) participating in a non-profit healthcare job training and placement service that includes case management support and other need-based wraparound services to reduce barriers to employment and support Texas healthcare institution workforce needs (2 points).
- (vii) an eviction prevention program operated by a case manager. The case manager may be an employee of the owner or a third-party social service provider and shall be responsible for no more than 50 cases at a time. On at least a monthly basis, the case manager will obtain contact information and past due balances for households that are at risk of eviction for nonpayment of rent. For households that voluntarily choose to participate, the case

manager shall offer an eviction holdoff agreement providing a minimum of 6 months for the household to resolve the past due balance and forgiving any late fees associated with that balance, regardless of whether they have been paid, should the agreement be fulfilled. During the eviction holdoff period, the case manager will offer to meet with the household at least once every other week. The case manager will identify resources in the community that provide emergency rental assistance and other financial support and assist the household in applying for these programs (5 points)

(D) Health Supportive Services include:

- (i) food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);
- (ii) annual health fair provided by a health care professional (1 point);
- (iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points); and
- (iv) contracted onsite occupational or physical therapy services for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points).

(E) Community Supportive Services include:

- (i) partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents (such activities could include playing sports, having a cook-out, swimming, card games, etc.) (2 points);
- (ii) Notary Services during regular business hours (§2306.6710(b)(3)) (1 point);
- (iii) twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes) (1 point);
- (iv) twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.) (1 point);
- (v) specific service coordination services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (3 points);
- (vi) weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement) for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);
- (vii) any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq. which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point);
- (viii) a part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development (2 points); and
- (ix) provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college (2 points).

**Tierra Del Sol Housing Corporation  
210 E Idaho, Ste B, Las Cruces, NM 88005  
575-541-0477**

**Resident Financial Literacy and Homebuyer Education Program**

Tierra Del Sol Housing Corporation "TDS" will conduct training in Basic Financial Literacy Skills and Homebuyer Education to Pebble Hills Estates residents. Training will be provided quarterly to all residents on-site in Pebble Hills Estates' community room and will include the following program subjects:

- Homebuyer Education
- Identifying strategies for increasing income
- Developing critical thinking skills to support financial decision making
- Identifying and obtaining jobs that pay enough to meet basic needs
- Understanding Employment Stability
- Avoiding loans, fees, and practices that are exploitive, fraudulent, & predatory
- Using debt intelligently to acquire appreciating asset
- Identity Theft Prevention Strategies
- Credit Rebuilding Strategies
- Creating a community network for information and support

Individual family coaching will also be provided to assist residents with Financial Management and Planning and Credit Rebuilding.

TDS Resident Financial Literacy/Homebuyer Education Program staff has extensive experience in Financial Literacy Training and Counseling. Homebuyer Education and Basic Financial Literacy Skills Class will be offered (4) times per year. The scheduling of the sessions will be offered to all residents at pre-arranged times which are convenient. In addition, the Financial Literacy Program can be customized to address the specific financial needs of the residents.

**Resident Financial Literacy and Homebuyer Education Program Budget**

The Financial Literacy/Homebuyer Education Program budget will include:

- \$3,000 annually will be provided from the Pebble Hills Estates operating budget for Program Expenses
- Computers/Internet will be available to the Pebble Hills Estates residents for Financial Literacy Programming and Homebuyer Education purpose in the Clubhouse
- TDS will provide Financial Literacy instructors/counselors to teach classes and provide individual family coaching services

**Tenant Recruitment and Participation**

Pebble Hills Estates residents will be highly encouraged to participate in the Resident Financial Literacy Training Program. TDS staff, in conjunction with property management staff, will market the Program with informational Flyers and at periodic events held in the Clubhouse to identify and recruit prospective residents. Financial Literacy Program goals and requirements will be clearly articulated to residents, so that expectations are understood for the various training sessions. TDS' experience with training programs at existing developments is that resident participation is facilitated when information is conveyed in a clear, friendly, and supportive manner.

  
Rose Garcia / Executive Director

11-8-24  
Date



# **Attachment B-8**

# DUPLICATE RECEIPT VIA WEB

Note: Not a valid proof of payment for a property tax overpayment refund



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 www.elpasotexas.gov/tax-office

**Certified Owner:**

RANCHOS REAL INVESTMENT PROP LLC  
C/O ANA GREGG  
6080 SURETY DR STE 300  
EL PASO , TX 79905-2067

**Legal Description:**

79 TSP 2 SEC 47 T & P ABST 2145 (5.4413  
AC)

Parcel Address: JOHN HAYES  
Legal Acres: 5.4413

Deposit No: T01312400002  
Validation No: 1  
Account No: **X579-999-2470-1460**  
Operator Code: SHERRYB

Remit Seq No: 56134730  
Receipt Date: 01/31/2024  
Deposit Date: 01/31/2024  
Print Date: 11/11/2024 02:06 PM  
Printed By: WEB USER

**Prop ID No.: 620476**

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2023	City Of El Paso	TL	557,004	0.818875	4,561.17	0.00	0.00	4,561.17
2023	County Of El Paso	TL	557,004	0.458889	2,556.03	0.00	0.00	2,556.03
2023	El Paso Community College	TL	557,004	0.115717	644.55	0.00	0.00	644.55
2023	University Medical Center Of El Paso	TL	557,004	0.235650	1,312.58	0.00	0.00	1,312.58
2023	Socorro Isd	TL	557,004	1.249712	6,960.95	0.00	0.00	6,960.95
					<b>\$16,035.28</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,035.28</b>

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Check Number(s):  
01189

**PAYMENT TYPE: PARTIAL PAYMENT**

Checks: \$16,035.28

Exemptions on this property:  
NHS CAP LOSS

**Total Applied:** \$16,035.28

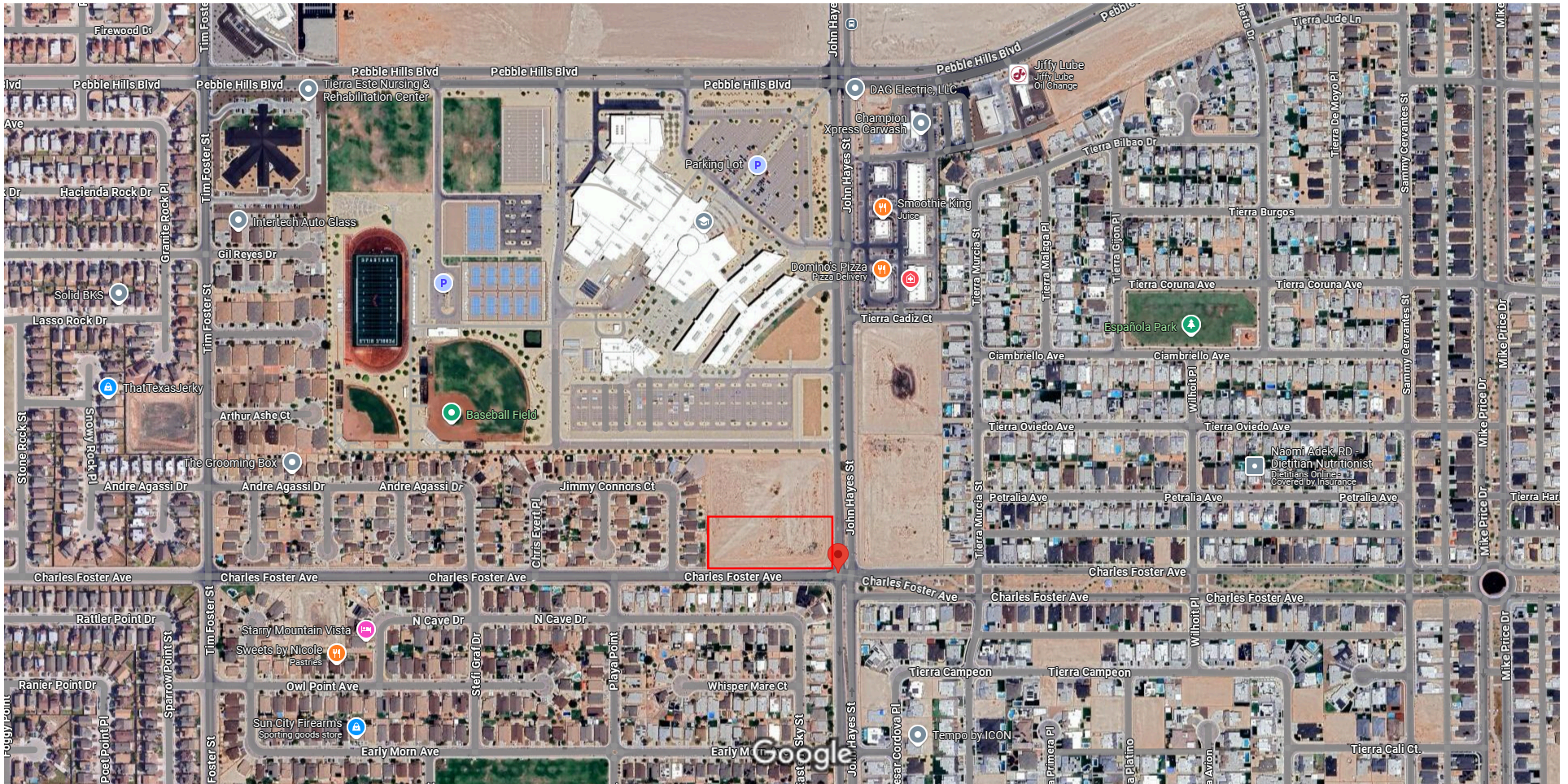
**Change Paid:** \$0.00

Account No: X579-999-2470-1460  
**PAYER**  
RANCHOS REAL INVESTMENT PROP LLC  
C/O ANA GREGG  
6080 SURETY DR STE 300  
EL PASO , TX 79905-2067

915 212-0106

# **Attachment B-10**

# John Hayes St & Charles Foster Ave



Imagery ©2024 Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2024 200 ft

# **Attachment B-11**

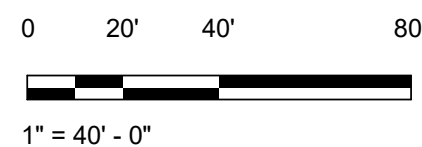


PARKING DATA			
UNIT TYPE	UNIT AMOUNT	REQUIRED	TOTAL
1BR	12	1.5/UNIT	18
2BR	24	2/UNIT	48
3BR	24	2/UNIT	48
4BR	4	2/UNIT	8
TOTAL REQUIRED			122
TOTAL SHOWN			122
TOTAL ACCESSIBLE REQUIRED			5
TOTAL ACCESSIBLE SHOWN			6
TOTAL BIKE RACKS SHOWN			12

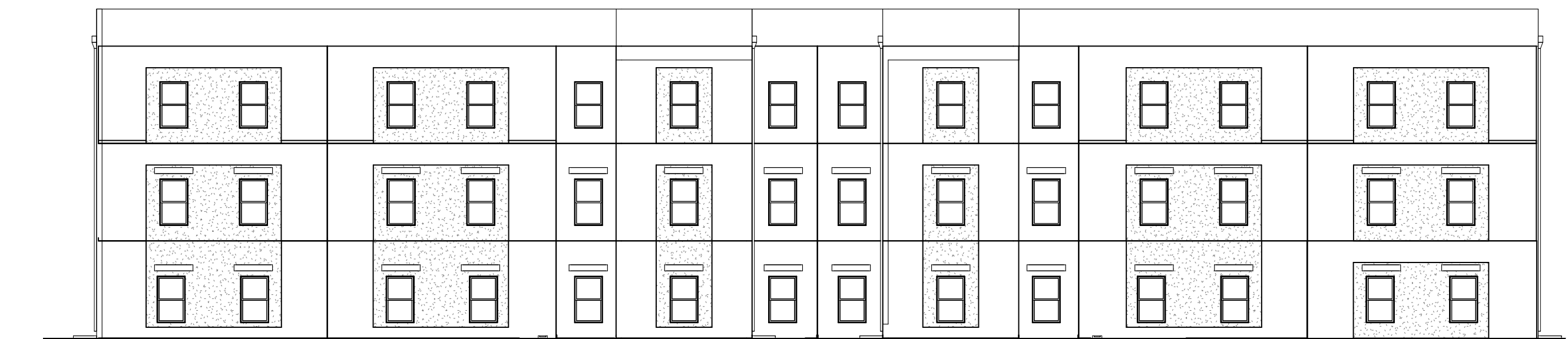
LAND DATA		
LAND AREA	124,154 SF	2.85 ACRES



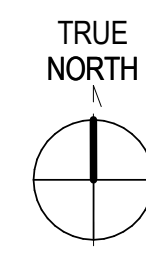
1 SITE PLAN -Plan North  
1" = 40'-0"



2 3 STOREY - FRONT ELEVATION  
3/32" = 1'-0"



3 3 STOREY - BACK ELEVATION  
3/32" = 1'-0"

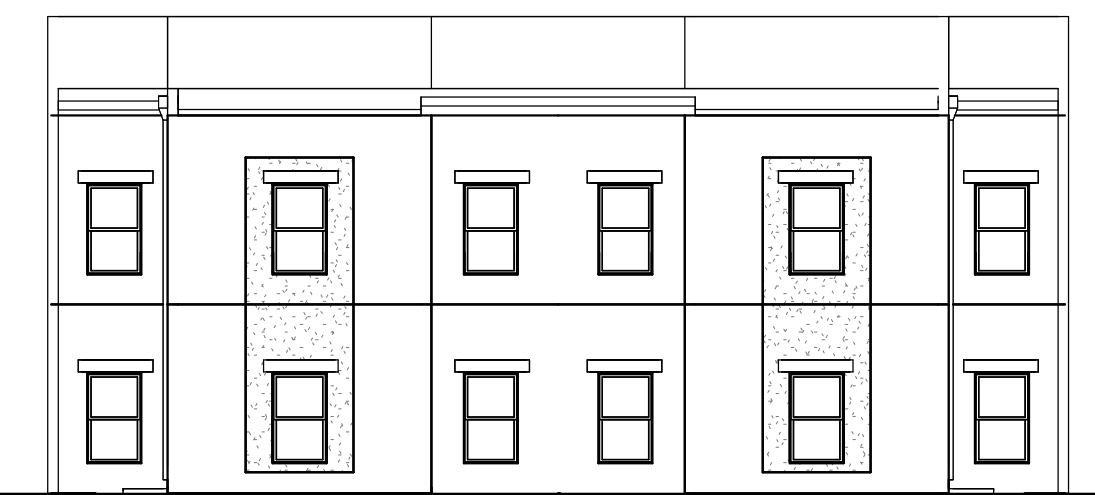


X57999924701460  
620476 EPCAD

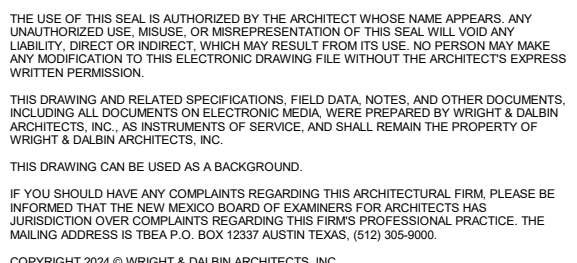
LEGAL DESCRIPTION  
79 TSP 2 SEC 47 T & P  
ABST 2145 (5.4413 AC)



4 QUADRUPLEX - FRONT ELEVATION  
3/32" = 1'-0"



5 QUADRUPLEX - BACK ELEVATION  
3/32" = 1'-0"







CONSULTANTS

CHARLES FOSTER AVE. AND JOHN HEYS STREET  
EL PASO, TEXAS, 79938

INVESTMENT **IBI** BUILDERS INC.

NOT FOR  
CONSTRUCTION

[illegible]

MARK	DATE	DESCRIPTION
		241056
	11/11/24	
		RH
		FD

SHEET TITLE

## SITE PLAN

**AS-101**





## 2025 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for a resolution of support for the Texas Department of Housing and Community Affairs (TDHCA) as part of the 2025 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- **The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Tuesday, November 12, 2024 by 5:00 pm (MST).**

### SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_
3. Applicant Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_
4. Name of Proposed Development: \_\_\_\_\_
5. Proposed Development Address/Location: \_\_\_\_\_
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive): \_\_\_\_\_  
\_\_\_\_\_

### SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): \_\_\_\_\_
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): \$\_\_\_\_\_
4. Cost per square foot: \$\_\_\_\_\_
5. Amount of tax credits being requested of TDHCA: \$\_\_\_\_\_
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom						
2 Bedroom						
3 Bedroom						
4 Bedroom						
<b>Totals</b>						



7. Is the proposed development site properly zoned for proposed development? Yes \_\_\_\_ No \_\_\_\_  
 a. Current Zoning: \_\_\_\_\_
8. Are property taxes current for the site? Yes \_\_\_\_ No \_\_\_\_  
 If yes, provide a copy of current property tax receipt, or print-out from:  
[https://actweb.acttax.com/act\\_webdev/elpaso/index.jsp](https://actweb.acttax.com/act_webdev/elpaso/index.jsp) Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes \_\_\_\_ No \_\_\_\_
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

### SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: \$ \_\_\_\_\_  
 Or, total amount of requested fee waiver from the City of El Paso: \$ \_\_\_\_\_
2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):
- |   |          |
|---|----------|
| Acquisition:                                | \$ _____ |
| Design/Soft Costs:                          | \$ _____ |
| New Construction of Housing Units:          | \$ _____ |
| Rehabilitation/Conversion of Housing Units: | \$ _____ |
| Funds from other sources:                   | \$ _____ |
| Total Project Cost:                         | \$ _____ |
3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):
- How many of the existing dwelling units are occupied? \_\_\_\_\_ Vacant? \_\_\_\_\_  
 If completely vacant, how long has the property been vacant? \_\_\_\_\_  
 Are any of the units owner-occupied? \_\_\_\_\_  
 Will Temporary or permanent relocation be required? \_\_\_\_\_
4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than \$200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.
- Do you agree to meet or exceed the Section 3 requirements noted above? Yes \_\_\_\_ No \_\_\_\_
5. Submit the following financial documents (for those requesting HOME/CDBG funds):
- Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
  - Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):

- a. Copy of Relocation Plan. Submit as Attachment C-6.a.
- b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.
- c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

**Please note:** Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.

#### SECTION D. CERTIFICATIONS

### RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 12, 2024 BY 5:00 PM (MST).

**Submittals received after 5:00 pm on November 12, 2024 MST will not be considered for support.**

Applications must be submitted by emailing a link to your application contained within a file sharing service to **DCHDFacilities@elpasotexas.gov**. Please notify DCHD staff by emailing DCHDFacilities@elpasotexas.gov that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the approval letter of a waiver for electronic submission.

### 4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR.

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required):  \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR STAFF USE ONLY:** Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Review for Completeness by: \_\_\_\_\_

**Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals**

Value Statement	Total Points	Evaluation Criteria and/or Scoring Breakdown (points)	Plan El Paso Reference (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies referenced below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)
1. Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region	35	<p>a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units proposed as compared to the development with the greatest number of units. (ex. Development X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points x 50% = 7.5 points).</p> <p>b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units compared to the development with the greatest number of 30% AMI units.</p> <p>c) 7 points for the development with the most units for households between 31% and 60% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units compared to the development with the greatest number of 31%-60% AMI units.</p> <p>d) 5 points for the development with the greatest number of units produced per amount of tax credit.</p>	Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)
2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services	20	<p>Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services.</p> <p>Categories of Services:</p> <p>a) Education (5 pts)</p> <p>b) Economic development/workforce and entrepreneurial development (including homeownership programs) (10 pts)</p> <p>c) Supportive/social services (5 pts)</p>	<p>Goal 5.12 - Museum &amp; Cultural Affairs</p> <p>Goal 5.14 - Schools</p> <p>Goal 5.17 - Civic Buildings</p> <p>Goal 7.12 - Educational Opportunities</p> <p>Goal 9.3 - Access to Healthcare (Policy 9.3.1)</p> <p>Goal 6.1 Housing Supply; supportive housing (Policy 6.1.3)</p> <p>Policy 10.7.6: Promote behavioral changes and consumption patterns that conserve energy</p> <p>Goal 10.16: Reduce “Food Miles” or the distance that food must travel to El Paso, and the associated pollution and fuel consumption associated with long-distance food transport.</p>

3. Residents given an opportunity for inclusiveness and afforded an opportunity to access public services	10	Categories: a) No physical barriers separating the development from the neighborhood and commercial/public services (4 pts) b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts) c) Development has a mix of units at various income levels to include 80% AMI and/or market rate. (3 pts)	Goal 2.1 - Smart Location Principles Goal 2.2 - Neighborhood Patterns Goal 4.2 - Complete Streets (Policy 4.2.8) Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8) Goals 5.8 & 5.9 - Parks Goal 6.1 - Housing Supply (Policies 6.1.1, 6.1.2 & 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3) Goal 9.3 - Access to Healthcare Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy 10.6.3) .
4. Local presence and long-term accountability in El Paso	15	Applicant has: a) Past experience involved in a development team constructing, operating and/or providing affordable housing for residents who fit the demographic profile to be served in El Paso (4 pts) b) A staff presence in El Paso of at least 5 employees (4 pts) c) 5 or more years experience as part of a development team financing, building, operating or managing affordable housing in El Paso (4 pts) d) Commitment to extended affordability beyond 30 years. (1 point for every 5 years of extended affordability beyond 30 years) (up to 3 pts)	N/A

5. Meets City smart growth initiative as set out in Plan El Paso	20	<p>Each project will be evaluated and scored by City of El Paso staff.</p> <p>Tier 1 projects can score up to 20 points under this category.</p> <p>Tier 2 projects can score up to 10 points under this category.</p> <p>This is intended to prioritize Tier 1 projects while not ruling out creative, impactful projects in Tier 2.</p> <p>(See attached maps of Tier 1 and Tier 2 Areas)</p>	<p>Goal 1.1 - Downtown (If proposed project is located downtown)</p> <p>Goal 1.2 - Traditional Neighborhoods (Policy 1.2.3)</p> <p>Goal 1.3 - Neighborhood Retrofits; bus routes and RTS stops (Policies 1.3.1 &amp; 1.3.2)</p> <p>Goal 1.4 - New Neighborhoods</p> <p>Goal 1.5 - Outward Expansion</p> <p>Goal 1.9 - Industrial Lands (Policy 1.9.4)</p> <p>Goal 1.10 - Growth Areas and Overlays (Policies 1.10.3 - 1.10.5)</p> <p>Goal 2.1 - Smart Location Principles</p> <p>Goal 4.1 - Compact Urban Areas (Policy 4.1.2)</p> <p>Goal 4.7 - Air Quality (Policies 4.7.1 &amp; 4.7.3)</p> <p>Goal 4.11 - Public Transportation (Policies 4.11.2, 4.11.3 &amp; 4.11.6)</p> <p>Goal 6.1 - Housing Supply (Policies 6.1.1 - 6.1.3, 6.1.7)</p> <p>Goal 6.2 - Existing Neighborhoods (Policy 6.2.1)</p> <p>Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3)</p> <p>Goal 6.4 - Housing Affordability</p> <p>Goal 7.3 - Dynamic Walkable Neighborhoods (Policy 7.3.3)</p> <p>Goal 7.11 - Complete Streets</p> <p>Goal 9.4 - Exposure to Environmental Risk (Policies 9.4.1a, 9.4.1c, 9.4.1e)</p> <p>Goal 9.5 - Encourage Physical Activity Through Design (Policies 9.5.4 &amp; 9.5.6)</p> <p>Goal 9.6 - Encourage Well-Being (Policy 9.6.6)</p> <p>Goal 10.5 - Stormwater; (Policy 10.5.2, Policy 10.5.7, Policy 10.5.9)</p> <p>Goal 10.6 - Atmosphere; promote both roof and non-roof strategies to mitigate the urban heat island effect (Policy 10.6.9).</p> <p>Goal 10.7 - Energy/Public transit (Policy 10.7.2).</p> <p>Goal 10.8: Protect and enhance ecologically sensitive areas such as aquifer recharge zones, hillsides, bosques, arroyos, wetlands, and plants and wildlife resources.</p> <p>Goal 10.9: Preserve the valuable natural resources of the mountain and hillside areas and minimize the exposure of potential environmental hazards associated with their development.</p> <p>Goal 10.10: Protect the community from risks associated with geologic conditions</p> <p>Goal 10.13: Protect City residents from the effects of excessive noise or vibration.</p> <p>Goal 10.14: Improve public safety by developing appropriate lighting and control standards.</p>
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TOTAL POSSIBLE POINTS 100

1. Regional Land Use Patterns			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
<b>Downtown</b>			
<b>Goal 1.1:</b> The City of El Paso places the highest priority on the reinvigoration of Downtown, whose strategic location, walkable blocks, and historic buildings will once again make Downtown a vibrant destination and center of culture, shopping, government, and the arts. These policies, and the policies in the Downtown Element of <i>Plan El Paso</i> , apply to land in the G-1 "Downtown" growth sector on the Future Land Use Map.	<b>Policy 1.1.1:</b> City policies and programs should encourage the rehabilitation of upper stories of existing Downtown buildings as office, retail, entertainment, and residential space. Financial incentives should be considered to encourage investment from the private sector.	For developments in the G-1 "Downtown" Future Land Use Area, the development includes rehabilitation of existing buildings.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
	<b>Policy 1.1.2:</b> The City encourages new multi-story mixed-use buildings with windows and doors facing all sidewalks to be constructed on vacant lots. The City will not require any on-site parking for buildings Downtown.	For developments in the G-1 "Downtown" Future Land Use Area, the development includes new construction with three or more habitable stories.	1
	<b>Policy 1.1.3:</b> Downtown redevelopment strategies will include new and improved civic buildings and civic spaces, plus shared parking for residents, employees, and visitors.	For developments in the G-1 "Downtown" Future Land Use Area, the development utilizes shared parking agreements with existing private or municipal parking resources to satisfy at least 50% of its required off-street parking.	1
<b>Traditional Neighborhoods</b>			
<b>Goal 1.2:</b> The City of El Paso highly values the traditional neighborhoods that were laid out in all directions from Downtown and will maintain and improve their highly walkable character, transit accessibility, diverse mix of land uses, and historic building stock. These policies apply to land in the G-2 "Traditional Neighborhood" growth sector on the Future Land Use Map. Also see goals and policies in the Urban Design Element.	<b>Policy 1.2.3:</b> Vacant and underutilized parcels in and around the City's traditional neighborhoods can be excellent locations for redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons. Redevelopment of such sites should mesh with the scale and character of these existing neighborhoods rather than imposing a suburban or high-rise model on traditional neighborhoods. The City's zoning and development regulations should be modified accordingly. Additional infill incentives should be considered by the City.	For developments in the G-2 "Traditional Neighborhood" Future Land Use Area, the development's structures show a general conformance with the scale and character of the existing neighborhood (defined as those residential properties within a 1/4 mile proximity of the subject property) in terms of building height and residential density.	1

Neighborhood Retrofits			
<p><b>Goal 1.3:</b> The City of El Paso wishes to diversify its post-war and suburban neighborhoods in strategic locations in order to increase the variety of housing options, including rowhouses, apartments, and condominiums, and to expand opportunities for employment and neighborhood shopping without requiring long car trips.</p>	<p><b>Policy 1.3.1:</b> Most neighborhoods, even new ones, would benefit from a greater variety of activities within walking and bicycling distance. For instance, a greater number of smaller parks are preferable to a few larger ones that are accessible only to those with a private vehicle. Likewise, smaller schools often become the centerpiece of their neighborhoods rather than distant facilities to which most students must be driven or bused each day. This policy is most applicable within the G-3 "Post-War" and G-4 "Suburban" growth sectors on the Future Land Use Map.</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> <li>a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units</li> <li>b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"</li> </ul>	1
		<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall be located within a 1/2 mile walking distance from an existing elementary, middle or high school. The entirety of the path from the development to the school must be served by sidewalks.</p>	1
	<p><b>Policy 1.3.2:</b> Sun Metro bus routes and rapid transit system (RTS) stops and transfer centers offer independence to those who live in drivable neighborhoods but do not have access to a car. The land near transfer centers and RTS stops offers major redevelopment opportunities to take special advantage of those facilities. These locations are designated as overlays on the Future Land Use Map (see Goal 1.10).</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> <li>a. Locate within a 1/2 mile walking distance from an existing or future RTS stop</li> <li>b. Locate within a 1/4 mile walking distance from an existing standard Sun Metro bus stop</li> </ul> <p>In either case, the entirety of the path from the development to the transit stop must be served by sidewalks.</p>	1
Outward Expansion			
<p><b>Goal 1.5:</b> The City of El Paso has grown primarily by outward expansion. This pattern has become untenable because the undevelopable wedges created by Fort Bliss and the Franklin Mountains have forced outward expansion so far from central El Paso. The amount of commuting required by this development pattern throughout the City will be increasingly impractical in an era of high gasoline prices and the need to control climatic changes caused in part by overuse of fossil fuels. The City of El Paso will be cautious about authorizing further outward expansion until it can be demonstrated to be essential to accommodate growth and the land to be</p>	<p><b>Policy 1.5.2:</b> This plan discourages urban development of irrigated farmland along the Rio Grande, which is designated in the O-3 "Agriculture" open-space sector. The City and EPWU-PSB should ensure that their individual regulations are complementary and do not encourage unnecessary development of irrigated farmland. Consideration needs to be given to incentivizing preservation of agricultural lands, including conducting a full evaluation of best practices that could mitigate their full development.</p>	<p>The development is located in any of the Future Land Use Areas listed here:</p> <ul style="list-style-type: none"> <li>a. O-1 "Preserve"</li> <li>b. O-2 "Natural"</li> <li>c. O-3 "Agriculture"</li> <li>d. O-5 "Remote"</li> </ul>	-2



developed is an excellent location for expansion.	<b>Policy 1.5.3:</b> Arroyos are ravines carved over many years by rainfall moving across the earth. Arroyos feature a high degree of biodiversity and are an important part of the local ecology and landscape and the regional drainage pattern. This plan discourages urban development of remaining critical arroyos	The development is located within, or causes the disturbance of a FEMA designated arroyo.	-2
Outward Expansion			
<b>Goal 1.9:</b> The regional economy depends heavily on manufacturing. The City of El Paso will designate ample land that is well-suited for industrial facilities that are best located north of the border and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community. These policies apply to land in the G-7 “Industrial” growth sector on the Future Land Use Map.	<b>Policy 1.9.5:</b> Obsolete industrial sites and railyards pose technical challenges to redevelopment but are often ideally located within the City to offer new choices and opportunities for El Paso residents. The City should take affirmative steps to maximize this potential. These sites are generally in the G-7 "Industrial" growth sector on the Future Land Use Map.	For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
		For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development shall either: a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"	1
2. Urban Design			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
Smart Location Principles			
<b>Goal 2.1:</b> The City should change its growth pattern away from continuous outward expansion and toward integrated growth that minimizes environmental damage, reduces the need for excessive travel by private automobile, and can be served by public transportation.	<b>Policy 2.1.2:</b> Preferred locations for new development are sites near areas with a minimum of 90 intersections per square mile, as measured within ½-mile of the project’s boundary.	The development's surroundings have a minimum of 90 intersections per square mile, as measured within 1/2 mile of the project's boundary.	1
	<b>Policy 2.1.3:</b> Construction of high-rise buildings should be encouraged only in areas well-served by public transit.	The development includes new construction with three or more habitable stories in areas within 1/2 mile of a RTS or Streetcar route.	1

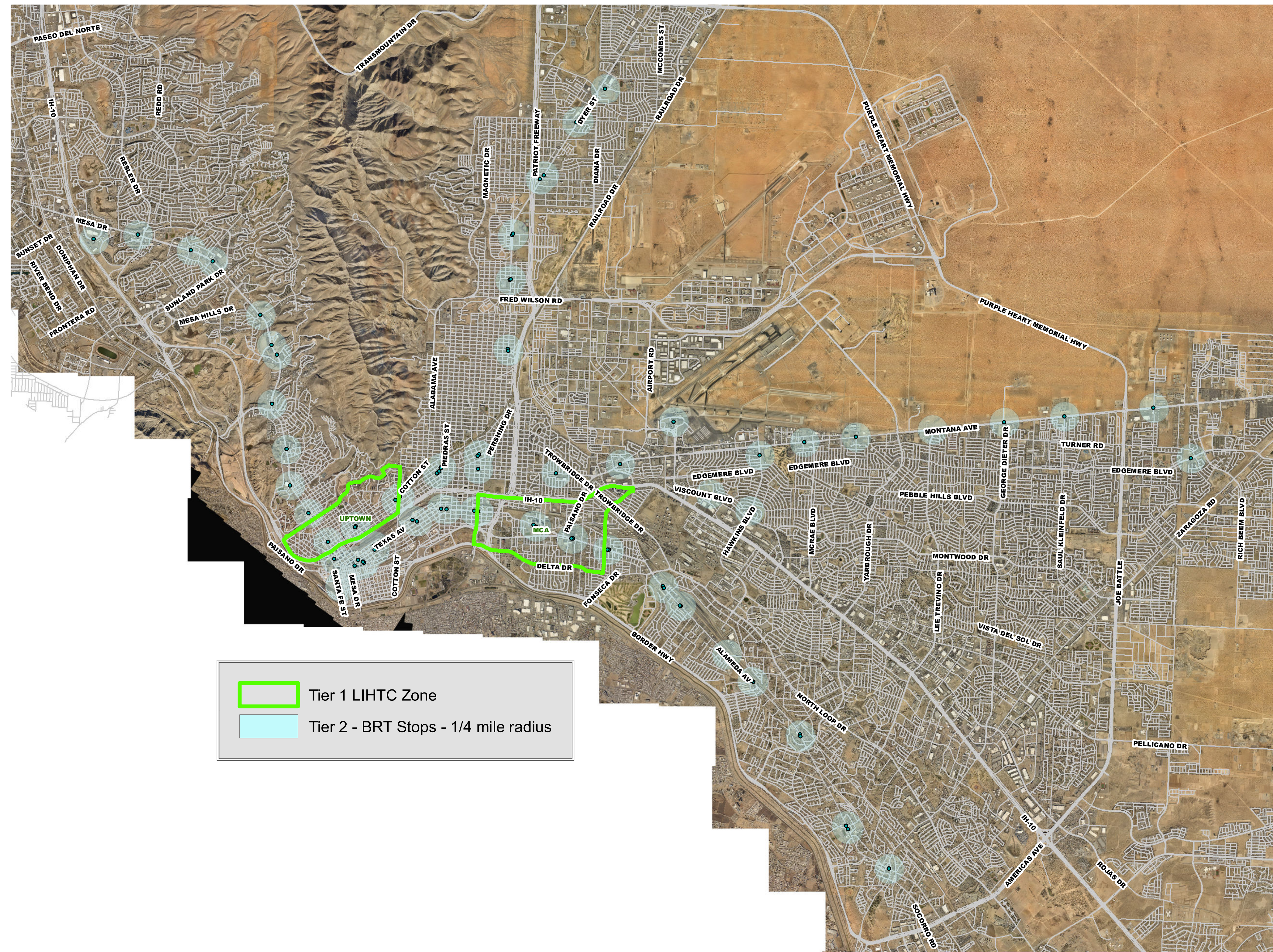
<b>Policy 2.1.4:</b> Development is encouraged to integrate jobs into or near residential neighborhoods, or to re-balance existing communities by adding jobs within a ½-mile radius of residential neighborhoods or by adding residences within a ½-mile radius of concentrations of jobs.	The development either: a. provides on-site commercial and/or office space in which potential employers may establish b. locates within a 1/2 mile walking distance of an existing retail/office/manufacturing employment center. The path from the development to the employment center must be served by sidewalks.	1
<b>Policy 2.1.6:</b> Development is encouraged along existing or planned bicycle networks where additional segments and/or secure bicycle storage can be added to the network.	For developments located along thoroughfares outfitted with existing dedicated bicycle infrastructure (such as a dedicated bicycle lane), the site shall provide at least 1 bicycle parking space or bicycle storage container for every 5 dwelling units.	1
<b>Policy 2.1.7:</b> Development is discouraged on sites or portions of sites within the 100-year or moderate-risk floodplains as defined by the Federal Emergency Management Agency (FEMA). Where development must occur within floodplains, development should be located on previously developed floodplains or in nonconveyance areas without flooding potential.	The development is located within a 100-year or moderate-risk floodplain as defined by FEMA.	-1
<b>Policy 2.1.10:</b> Development is discouraged on land with slopes greater than 15% and on land designated O-2 "Natural" on the Future Land Use Map.	The development is located in a O-2 "Natural" Future Land Use Map Area, or on land on which more than 20% of the site area has slopes greater than 15%	-2
<b>Policy 2.1.11:</b> Development is discouraged on sites where imperiled species or ecological communities have been identified.	The development is located on sites where imperiled species or ecological communities have been identified.	-2
<b>Policy 2.1.14:</b> Development is strongly discouraged on irrigated farmland unless the proposed development commits to permanently keep at least 50% of the land for farming or to subdivide the land into tracts that are themselves large enough to support small-scale farming.	For project's located on land that is currently or recently was utilized as irrigated farmland, the development commits to permanently keep at least 50% of the land area for farming.	1

6. Housing			MAXIMUM POINTS: 2
Goal	Policy	Criteria	Points
<b>Housing Supply</b>			
<b>Goal 6.1:</b> Maintain a sustainable and efficient housing supply for all residents of El Paso.	<b>Policy 6.1.1:</b> Strive to distribute a variety of housing types throughout the City to expand choices available to meet the financial, lifestyle, and cultural needs of El Paso's diverse population. Strongly encourage housing types that take into account non-traditional households and multi-generational families.	The project provides at least two types of housing from the following list of building types: a. Apartment building b. Mixed-Use building c. Townhome/Rowhouse d. Duplex/Triplex/Quadruplex The building type containing the smallest number of dwelling units shall nevertheless contain at last 20% of the project's total number of dwelling units.	1
<b>Existing Neighborhoods</b>			
<b>Goal 6.2:</b> Preserve and revitalize El Paso's existing neighborhoods.	<b>Policy 6.2.1:</b> Actively seek opportunities to retrofit suburban subdivisions to improve connectivity, add high quality parks, and introduce limited commercial uses where possible.	The development includes commercial space in which neighborhood serving retail businesses capable of serving surrounding residents as well as affordable housing residents may locate. The commercial space shall have a minimum 1,000 square feet of contiguous floor space.	1
<b>Walkable Neighborhoods</b>			
<b>Goal 6.3:</b> El Paso's neighborhoods should become the most connected and walkable in the southwest.	<b>Policy 6.3.1:</b> The City should encourage all new residential developments to be complete and connected, using the design principles under Goals 2.1 through 2.6 of the Urban Design Element, City-developed rating systems, SmartCode, and/or national standards such as LEED-ND as tools to assess the design of proposed developments.	All residential buildings earn a LEED Silver certification or higher	1
<b>Housing Affordability</b>			
<b>Goal 6.4:</b> Expand opportunities for affordable housing through new tools, technologies, and partnerships.	<b>Policy 6.4.1:</b> Adopt the "Housing + Transportation" formula developed by the Center for Neighborhood Technology as a tool to determine the true cost of living in various locations around El Paso.	The development is located in a census tract whose Housing + Transportation costs exceed 50% of per capita income for that census tract.	-2
9. Health			MAXIMUM POINTS: 1
Goal	Policy	Criteria	Points
<b>Environmental Risk Factors</b>			

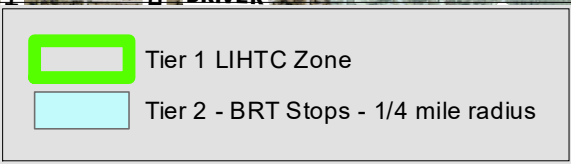
<b>Goal 9.4:</b> Reduce exposure to environmental risk factors.	<b>Policy 9.4.1:</b> Reduce risk of injury and fatality due to vehicular accidents. a. Lower design speeds on existing and proposed streets and highways. Retrofit streets to be more pedestrian-friendly. Include on-street parking and street trees as barriers between pedestrians and moving travel lanes and which increase visual friction to discourage speeding. Include wide sidewalks and narrower travel lanes. Minimize crossing distance at intersections with pedestrian refuges, bulb-outs, speed tables, and other strategies.	If the development utilizes an internal vehicle circulation network, the thoroughfares utilize pedestrian-friendly design elements, including at least two of the following: a. design speeds of 20 miles per hour or lower b. sidewalks greater than 5 feet in width c. street trees d. intersections with pedestrian refuges, bulb-outs, speed tables, et cetera	1
	<b>Policy 9.4.1:</b> Reduce risk of injury and fatality due to vehicular accidents. e. Promote the use of woonerven (a woonerf is a street in which pedestrians and cyclists have legal priority over automobile drivers, and which exhibit extremely low design speeds), shared spaces, curbless streets, and stripe-free zones as ways to create very traffic calmed residential streets that need less right-of-way than conventional streets. Use highly textured road beds to slow traffic.	If the development utilizes an internal vehicle circulation network, <i>woonerven</i> are utilized.	2
<b>Physical Activity</b>			
<b>Goal 9.5:</b> Encourage physical activity through the design of the built environment.	<b>Policy 9.5.6:</b> Integrate walkable neighborhood design with transit stations according to techniques and policies described in Regional Land Use Patterns, Urban Design, and Housing Elements.	For developments located on local or collector thoroughfares, as determined by the Major thoroughfare Plan, at least 50% of units are located within 15 feet of the property line facing a public right-of-way, and the entrances face the public right-of-way.	1
<b>10. Sustainability</b>			<b>MAXIMUM POINTS: 1</b>
<b>Goal</b>	<b>Policy</b>	<b>Criteria</b>	<b>Points</b>
<b>Stormwater</b>			

<b>Goal 10.5:</b> Protect the community from floods and reduce the risk of flood damage.	<b>Policy 10.5.9:</b> Design necessary flood control facilities to blend with and enhance developments through concepts such as park-ponds and retention of natural arroyos. Design stormwater retention facilities so they may be used during dry months.	If on-site ponding is required, it is designed to serve as a park-pond.	1
<b>Atmosphere</b>			
<b>Goal 10.6:</b> Reduce greenhouse gas emissions to meet the national ambient air quality standards for all air pollutants in the El Paso area and mitigate the heat island effect.	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using vegetated roofs.	At least 50% of buildings feature vegetated roofs	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using pergolas, solar panels, and other devices to shade parking garages, and flat and sloped roofs.	At least 50% of building roof area is shaded via pergolas, solar panels, or other devices.	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by installing vegetative ground cover and trees in planting strips, swales, and verges instead of pavement or dark rocks.	The development utilizes bioswales to filter stormwater.	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by minimizing surface parking lots and the size of expanses of asphalt and other low albedo paving surfaces.	Greater than 25% of the lot area is developed with impermeable surfaces, to exclude buildings.	-1
<b>Noise and Vibration</b>			
<b>Goal 10.13:</b> Protect City residents from the effects of excessive noise or vibration.	<b>Policy 10.13.1:</b> Discourage residential development in areas with high noise generators such as airports, freight railway tracks, or grade separated highways, without noise mitigation measures.	The development is located either: a. within 1/2 mile of an airport b. along a grade separated highway, freeway/expressway, or super arterial	-1

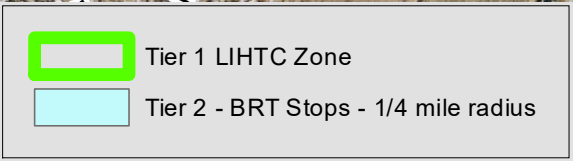














The proposed development, Pebble Hills Place, is thoughtfully designed to address El Paso's urgent need for affordable housing, creating a safe, inclusive, and sustainable community for low to moderate-income families. Our mission is to provide a nurturing environment where families can thrive, supporting their journey towards a better quality of life.

As the developer, Green Mills Group brings a deep commitment to building high-quality, sustainable, and affordable housing communities. With a proven track record in similar projects, Green Mills Group is dedicated to ensuring that Pebble Hills Place meets the highest standards of livability and sustainability. Our approach is rooted in understanding the unique needs of the El Paso community and delivering solutions that are both innovative and responsive.

To make this vision a reality, Green Mills Group will seek an allocation of 9% Low Income Housing Tax Credits from the Texas Department of Housing and Community Affairs (TDHCA). This crucial financing mechanism will enable us to designate housing units specifically for families earning up to 60% of the Area Median Income (AMI), ensuring that even the most vulnerable members of our community have access to quality housing.

Our development strategy is multi-faceted, reflecting core objectives that resonate with the community's values and TDHCA's criteria. We are committed to creating a development that not only provides affordable housing but also enhances the overall well-being of its residents through sustainable design, community amenities, and access to essential services. By aligning with local values and leveraging the expertise of Green Mills Group, Pebble Hills Place will be a cornerstone of community development in El Paso.

### **\*\*Value Statement 2: Support Breaking the Cycle of Poverty and Supporting Upward Mobility\*\***

Pebble Hills Place is committed to supporting senior residents in breaking the cycle of poverty and fostering upward mobility by providing targeted services that enhance their quality of life and promote independence. We will obtain an MOU from a local service provider as we recognize the unique challenges faced by seniors, the community will offer a range of services that address both the immediate and long-term needs of older adults, ensuring they have the resources and support to thrive.

For example, the development will provide access to healthcare services that are essential for seniors, including regular on-site health checkups, wellness programs, and partnerships with local health providers for chronic disease management. These services will ensure that seniors can maintain their health and remain independent for as long as possible.

In addition, social services specifically tailored for seniors will be available, such as assistance with accessing social security benefits, and support for those facing mobility challenges. Senior residents will also have access to programs that combat isolation, such as group activities, social clubs, and volunteer opportunities, fostering a sense of community and belonging.

Educational/Financial support services will be particularly important for seniors on fixed incomes. Workshops on budgeting, managing retirement savings, and accessing affordable healthcare programs will be offered to help seniors maintain financial stability. Furthermore, partnerships with local agencies may provide additional support for housing assistance, food programs, and other critical services that improve residents' lives.

To further support upward mobility, Pebble Hills Place will help seniors explore opportunities for volunteerism and part-time employment within the community, offering a way to remain active and engaged while supplementing their income. These programs aim to empower seniors, giving them not just a place to live, but the tools to lead fulfilling, independent lives.

By offering these services, Pebble Hills Place will provide seniors with the resources they need to overcome barriers, remain independent, and break the cycle of poverty, ensuring that they live their later years with dignity, support, and opportunities for growth.

### **\*\*Value Statement 3: Opportunity for Inclusiveness and Access to Public Services\*\***

Pebble Hills Place is committed to creating an inclusive environment where senior residents can easily access essential public services and live with dignity and independence. By ensuring that senior residents have seamless access to both community resources and public services, the project will support a fulfilling and active lifestyle for older adults, addressing their unique needs and preferences.

A key component of this commitment is ensuring that seniors have convenient access to public transportation, which will be critical for those who no longer drive. The development will be located near bus routes to help seniors access medical

appointments, grocery stores, community centers, and other essential destinations. In addition, we will work closely with local healthcare providers to offer on-site health services, such as free wellness checks, flu vaccinations, and mental health counseling, ensuring seniors have access to necessary healthcare services without the challenges of transportation or long wait times.

To foster inclusivity, Pebble Hills will host regular social activities specifically for senior residents, such as bingo nights, book clubs, arts and crafts workshops, and educational seminars on topics relevant to seniors, like retirement planning or estate management. These activities will not only combat loneliness and isolation, which is a growing concern among older adults, but also build connections between residents, creating a supportive and engaging community.

Additionally, the community will provide easy access to vital social services. This includes assistance with applying for senior benefits, such as Supplemental Security Income (SSI), Medicaid, and Supplemental Nutrition Assistance Program (SNAP), as well as connecting residents with legal aid for issues like tenant rights or elder law. These services will be delivered through partnerships with local agencies and will be available on-site or via community outreach.

By prioritizing inclusiveness and ensuring that senior residents have access to both public services and a broad range of community resources, Pebble Hills Place will enable older adults to live with greater independence, security, and social engagement, thereby enhancing their overall quality of life.

The Pebble Hills Blvd and N Zaragoza Rd intersection in El Paso offers a convenient location with access to various amenities. Here's a breakdown of what's nearby:

### **Transportation:**

- **Public Transit:** Pebble Hills Place will benefit from the proximity to Sun Metro bus stops along Pebble Hills Blvd and N Zaragoza Rd, both within a short walking distance. These stops provide convenient connections to various parts of El Paso, making daily commutes and travel accessible for residents. You can use the Moovit app to plan your routes and check real-time schedules.
- **Ride-sharing:** Uber and Lyft services are readily available in the area, offering flexible transportation options.
- **Major Roads:** Pebble Hills Blvd and N Zaragoza Rd are major thoroughfares, allowing for easy driving access to other parts of El Paso. The strategic location of Pebble Hills Place ensures that residents have quick and convenient access to the broader El Paso area, enhancing their mobility and overall quality of life.

## **Public Resources:**

- **Shopping:**
  - Walmart Supercenter is approximately 0.5 miles away.
  - Albertsons is about 1 mile away.
  - Several strip malls with various retail options are within a 1-mile radius.
- **Dining:**
  - A variety of fast-food chains and local restaurants are within walking distance or a short drive.
- **Healthcare:**
  - Sierra Medical Center is about 2.5 miles away.
  - Numerous medical clinics and urgent care centers are within a 3-mile radius.
- **Education:**
  - Pebble Hills High School is within a 1-mile radius.
  - Pebble Hills Elementary School is within a 1-mile radius.
  - Montwood Middle School is within a 3-mile radius.
- **Parks and Recreation:**
  - Tierra Buena dog park is across the street from the property. Tierra Este Park is approximately 1.5 miles away, offering recreational facilities like playgrounds and picnic areas.
  - Other community parks and green spaces are accessible within a 3-mile radius.
- **Libraries:**
  - The closest public library, Esperanza Acosta Moreno Branch, is 0.5 miles away.

## **\*\*Value Statement 4: Local Presence and Long-term Accountability in El Paso\*\***

(A) As an experienced developer of affordable housing in Florida, Green Mills Group is expanding its mission to El Paso, Texas, bringing a proven record in constructing, operating, and managing high-quality affordable housing developments. While this is our first project in El Paso, we have successfully completed multiple seniors communities throughout the state of Florida, demonstrating our commitment to long-term affordability and sustainable community impact.

(B) Green Mills is deeply committed to creating a strong local presence and long-term accountability in El Paso. Initially, we'll work with a local consultant and build relationships to ensure alignment with the community's needs. Our approach will involve continuous engagement with community stakeholders, transparent operations, and a dedication to the ongoing improvement of the community. We believe that fostering a

lasting relationship with the residents and the broader El Paso community is essential for the project's success and sustainability. Please find below a breakdown of Green Mills local presence and long-term accountability plan in El Paso:

**Engagement with Local Stakeholders:** We will establish a local management office within the Pebble Hills Place community, ensuring that our team is always accessible to residents and the community. This office will be staffed by local professionals who understand the unique needs and dynamics of El Paso. Regular community meetings will be held to provide a platform for residents to voice their concerns, suggestions, and feedback. By fostering open communication, we aim to create a responsive and resident-focused management approach.

**Partnerships with Local Organizations:** Pebble Hills Place will collaborate with local non-profits, community organizations, and government agencies to provide a comprehensive range of services and programs for residents. For example, we will partner with organizations like Project BRAVO and the El Paso Food Bank to offer food assistance and energy efficiency programs. Additionally, partnerships with local healthcare providers and educational institutions will facilitate health and wellness services, as well as educational opportunities for residents.

**Transparent Operations and Reporting:** Transparency is a cornerstone of our commitment to accountability. We will provide regular updates on the project's progress, financial health, and community impact through newsletters, community meetings, and our website.

**Ongoing Community Development:** Our long-term commitment includes continuous investment in the community's development. This means not only maintaining the quality and safety of the community but also contributing to the neighborhood's overall well-being. We will support local businesses by sourcing goods and services locally whenever possible, thus contributing to the local economy. Furthermore, we plan to sponsor community events, such as health and job fairs, to promote community cohesion and provide valuable resources to residents.

**Sustainability and Environmental Responsibility:** Pebble Hills Place is committed to environmental sustainability, which is a key aspect of our accountability to the community. We will implement green building practices and energy-efficient technologies to reduce the environmental footprint of the complex. Regular environmental audits will be conducted to ensure compliance with sustainability goals and to identify opportunities for further improvement.

By maintaining a strong local presence, fostering transparent operations, and engaging in continuous community development, Pebble Hills Place will ensure long-term accountability and a positive impact on the El Paso community. Our commitment to being a responsible and responsive community partner will help create a thriving, supportive environment for all residents.

(C) Green Mills Group's expertise is sustainable, multifamily development with an emphasis on affordable, workforce, and permanent supportive housing. Our principals have managed the development and financing of 70+ residential communities representing more than 8,000 apartments and \$1 billion in total development costs. The company's principals have over 20 years of experience in developing, financing, and managing affordable housing communities throughout Florida.

(D) Our commitment to affordability goes beyond the standard 30-year requirement, and we plan to maintain affordability for a period of a minimum of 45 years.

**\*\*Value Statement 5: Meeting City Smart Growth Initiative as Set Out in Plan El Paso\*\***

Pebble Hills Place is committed to aligning with the City of El Paso's Smart Growth Initiative as outlined in Plan El Paso. This initiative focuses on creating sustainable, livable, and vibrant communities through thoughtful urban planning and development. Our project is designed to meet these goals by incorporating key elements such as sustainable building practices, efficient land use, enhanced public transportation, and community-centered amenities.

**Sustainable Building Practices:** Pebble Hills Place will utilize green building techniques and materials to minimize environmental impact and promote sustainability. This includes energy-efficient appliances, water-saving fixtures, and the use of renewable energy sources such as solar panels. By reducing the carbon footprint of our development, we contribute to the City's goal of reducing greenhouse gas emissions and promoting environmental stewardship.

**Efficient Land Use:** Our project embraces the principles of smart growth by maximizing land use efficiency. The 4 story elevator design of Pebble Hills Place will ensure a higher density living environment that supports accessible housing for seniors, including those with mobility impairments. This approach helps to preserve open spaces and reduces urban sprawl, aligning with the city's efforts to manage growth responsibly and sustainably.



**Enhanced Public Transportation:** Located strategically near major public transportation routes, Pebble Hills Place will provide residents with easy access to buses and other forms of public transit. We will work closely with local transit authorities to ensure that our residents have reliable and efficient transportation options. This commitment supports the city's objective of reducing reliance on personal vehicles, decreasing traffic congestion, and lowering transportation-related emissions.

**Community-Centered Amenities:** To foster a sense of community and enhance the quality of life for residents, Pebble Hills Place will feature a variety of community amenities. These will include green spaces, recreational areas, and community centers that encourage social interaction and physical activity. Additionally, we will incorporate pedestrian-friendly pathways and bike lanes, promoting a walkable and bikeable environment that supports active transportation and healthy living.

**Smart Growth Principles:** Our development will adhere to the core principles of smart growth, such as creating walkable neighborhoods, promoting mixed-use development, and preserving critical environmental areas. By integrating residential, recreational, and commercial spaces, we create a dynamic and self-sufficient community where residents can live, work, and play without the need for extensive travel. The properties desirable location within walking distance of several parks and commercial centers will also foster walkability and reduce the reliance on motor vehicles.

**Partnerships and Community Engagement:** We will engage with local stakeholders, including city planners, community organizations, and residents, to ensure that our project meets and exceeds the needs and expectations of the community. Regular consultations and feedback sessions will be held to align our development with the broader goals of Plan El Paso. By fostering strong partnerships and maintaining open lines of communication, we aim to create a development that is both beneficial to residents and harmonious with the city's vision for growth.

By incorporating these elements, Pebble Hills Place not only provides affordable housing but also supports El Paso's Smart Growth Initiative. Our commitment to sustainable development, efficient land use, enhanced transportation, and community engagement ensures that our project contributes positively to the city's long-term goals of creating a sustainable, livable, and vibrant community.

**\*\*TDHCA Criteria:\*\***

The project meets the Texas Department of Housing and Community Affairs (TDHCA) criteria by focusing on several key areas:

**Affordability:** The development will offer rental units at rates affordable to households earning 60% or less of the area median income (AMI), ensuring that housing remains within reach for low to moderate-income families. There will be 10% units at 30% AMI median income and 20% at 50% AMI.

**Location Efficiency:** Pebble Hills Place will be strategically located near public transportation, schools, healthcare facilities, and employment centers, enhancing residents' access to essential services and opportunities. The site is positioned to be competitive due to its proximity to these features for TDHCA's tiebreaker criteria.

**Quality and Safety:** The construction and design of the community will adhere to high standards of quality and safety, providing residents with secure and durable homes.

**Community Services:** The project will include on-site services and programs aimed at improving residents' lives, such as financial literacy workshops and healthcare clinics.

The primary purpose of the Pebble Hills Place is not only to provide affordable housing but to create a supportive, sustainable, and inclusive community that enhances the overall well-being and economic stability of its residents.

## 2024 TAX STATEMENT



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 www.elpasotexas.gov/tax-office

**Certified Owner:**

GENAGRA LP  
5009 VISTA DEL MONTE ST  
EL PASO, TX 79922-2034

**Legal Description:**

79 TSP 2 SEC 46 T & P ABST 8078 TR 2-C  
(15.6186 AC)

Account No: X579-999-2460-0900

Prop. ID. No.: 639736

Legal Acres: 15.6186

Parcel Address: N ZARAGOZA RD

As of Date: 11/12/2024

Print Date: 11/12/2024

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$1,925,747	\$0	\$1,925,747	\$1,925,747	\$0	\$0	\$0	\$1,925,747
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			
CITY OF EL PASO		\$1,925,747		\$0.00	\$1,925,747	0.7614050	\$14,662.73
COUNTY OF EL PASO		\$1,925,747		\$0.00	\$1,925,747	0.4263230	\$8,209.90
Amount saved by additional sales tax revenue \$2,111.04							
EL PASO COMMUNITY COLLEGE		\$1,925,747		\$0.00	\$1,925,747	0.1077860	\$2,075.69
UNIVERSITY MEDICAL CENTER		\$1,925,747		\$0.00	\$1,925,747	0.2195260	\$4,227.52
SOCORRO ISD		\$1,925,747		\$0.00	\$1,925,747	1.0589000	\$20,391.73

Total Tax: \$49,567.57

Total Tax Paid to date: \$0.00

Total Tax Remaining: \$49,567.57

**Exemptions:****AMOUNT DUE IF PAID BY:**

12/02/2024 0%	12/31/2024 0%	01/31/2025 0%	02/28/2025 7%	03/31/2025 9%	04/30/2025 11%
\$49,567.57	\$49,567.57	\$49,567.57	\$53,037.30	\$54,028.66	\$55,020.01

FOR CHANGES IN MAILING ADDRESS/OWNERSHIP OR ISSUES CONCERNING VALUE/EXEMPTIONS OR RENDITIONS, PLEASE CONTACT THE CENTRAL APPRAISAL DISTRICT AT 915 780-2131. PLEASE VISIT OUR WEBSITE TO PAY ONLINE AT [www.elpasotexas.gov/tax-office](http://www.elpasotexas.gov/tax-office) OR PAY BY PHONE AT (915) 212-0106

**School Information:**

SOCORRO ISD 2024 M&O .66890000 I&S .39000000 Total 1.0589000 2023 M&O .75460000 I&S .49511200 Total 1.2497120

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.75



Print Date: 11/12/2024

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

TAX ASSESSOR-COLLECTOR  
PO BOX 2992  
EL PASO, TEXAS 79999-2992  
915 212-0106



\* X 5 7 9 9 9 9 2 4 6 0 0 9 0 0 \*

X579-999-2460-0900  
GENAGRA LP  
5009 VISTA DEL MONTE ST  
EL PASO, TX 79922-2034

AMOUNT PAID:

\$ \_\_\_\_\_.

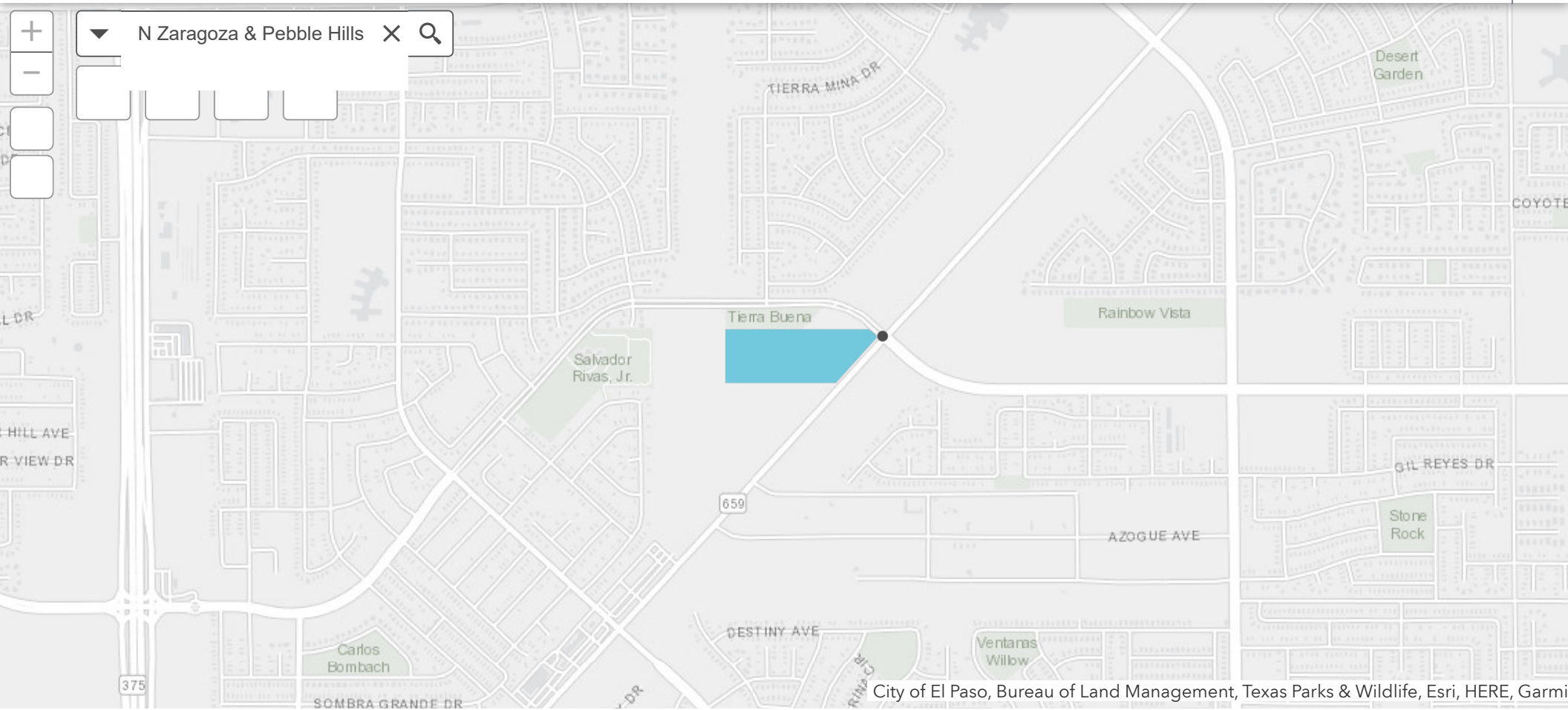
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Pebble Hills Place  
Location Map



City of El Paso, Bureau of Land Management, Texas Parks & Wildlife, Esri, HERE, Garmin







LAND TITLE SURVEY

BEING A PORTION OF TRACT 2-C, SECTION 46, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED AS EXHIBIT A TO HEREON REFERENCED TITLE COMMITMENT.  
Containing Approximately :678,832 SQUARE FEET OR 15.58± Acres

SYMBOL LEGEND	
●	FOUND CONTROL POINT
○	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	CALCULATED POINT (NOT SET)
□	SIGNAL CONTROL BOX
⊕	FIRE HYDRANT
⊖	ELECTRIC PULL BOX
⊕	POWER POLE
⊖	GUY WIRE

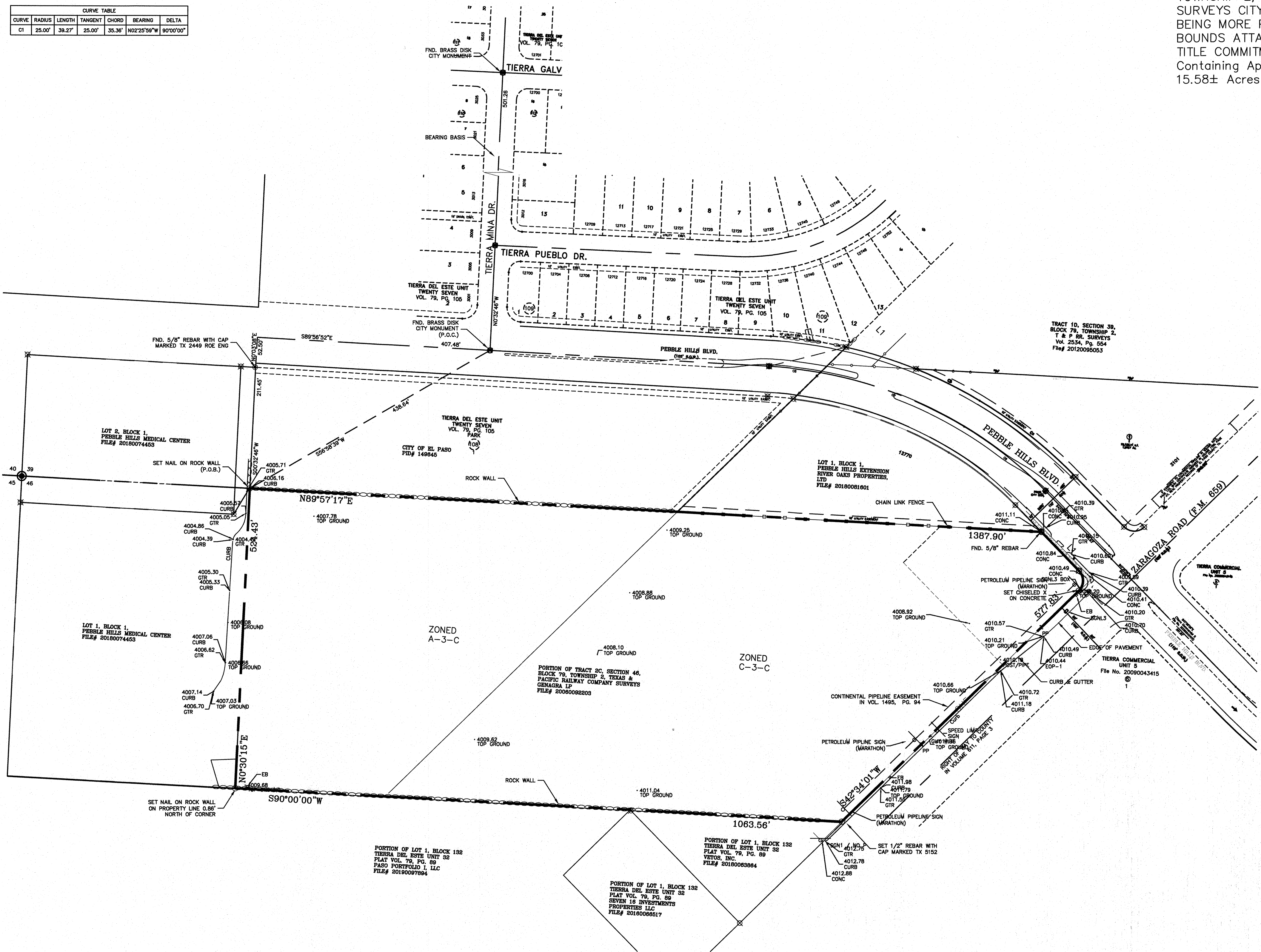
LINE	LENGTH	BEARING
L1	94.57'	S47°25'59"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	25.00'	39.27'	25.00'	35.36'	N02°25'59"W

SCALE: 1"=100'

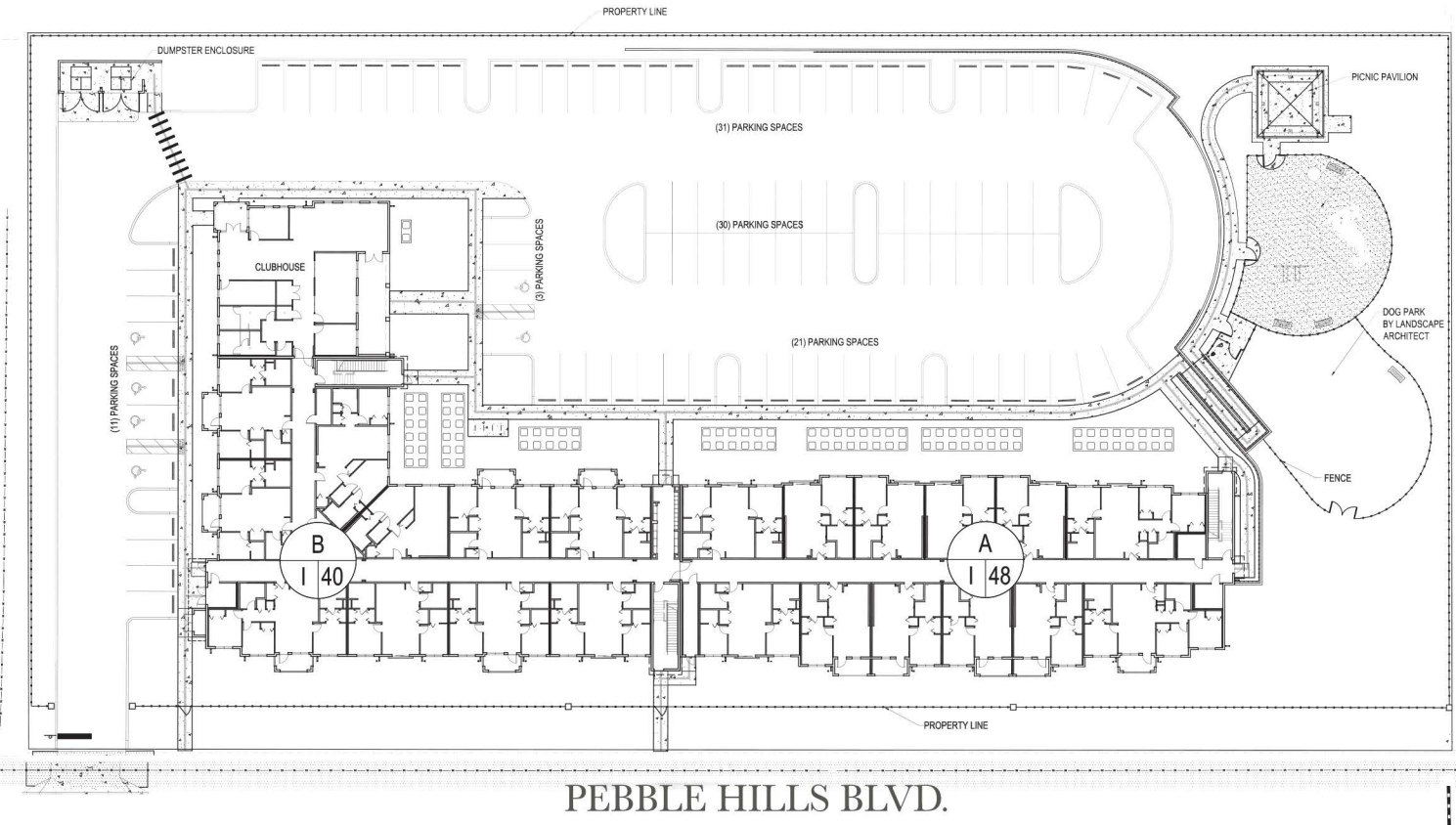
NOTES:

- SUBJECT AREA IS ZONED: C-1
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480212-01258-DATED SEPT 4, 1991, THIS PROPERTY IS IN FLOOD HAZARD ZONE "X"-AREAS OF MINIMAL FLOODING.
- SCHEDULE B ITEMS LISTED BELOW PER FIRST AMERICAN TITLE GUARANTY COMPANY COMMITMENT FOR TITLE INSURANCE FILE NO. 231838-COM, WITH EFFECTIVE DATE OF OCTOBER 5, 2023, ISSUED ON OCTOBER 16, 2023.
  - ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT.THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTERESTS THAT ARE NOT LISTED. (AFFECTS PROPERTY)
  - RIGHTS OF PARTIES IN POSSESSION. (OWNER TITLE POLICY ONLY)
  - ANY AND ALL CLAIMS OF RIGHT, TITLE AND INTEREST TO THE LAND, INCLUDING BUT NOT LIMITED TO ANY RIGHT OF POSSESSION OR CLAIM OF DAMAGES RELATING TO THE LAND WHICH HAS BEEN ASSERTED OR MAY BE ASSERTED, OF RECORD OR NOT BY OR ON BEHALF OF ANY INDIAN OR INDIAN TRIBE, INCLUDING BUT NOT LIMITED TO THE TIJUA INDIAN TRIBE OF EL PASO, TEXAS ALSO KNOWN AS PUEBLO DE LA YSLETA DEL SUR, ALSO KNOWN AS YSLETA DEL SUR PUEBLO INDIAN TRIBE, ALSO KNOWN AS TIJUA INDIAN COMMUNITY, INCLUDING BUT NOT LIMITED TO CLAIMS APPEARING IN THE AFFIDAVIT OF JULIAN GRANILLO, FILE FOR RECORD APRIL 16, 1993, RECORDED IN VOLUME 2553, PAGE 1958, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
  - ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY.
  - VISIBLE AND APPARENT EASEMENTS FOR ROADS AND PUBLIC UTILITIES EXISTING ON THE GROUND.
  - MINERAL INTEREST CONTAINED IN VOLUME 1545, PAGE 555, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (AFFECTS PROPERTY)
  - RIGHT OF WAY TO CONTINENTAL PIPELINE COMPANY OF RECORD IN VOLUME 1495, PAGE 92 AND VOLUME 1495, PAGE 94, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (BLANKET EASEMENT)
  - RIGHT OF WAY TO COUNTY OF EL PASO IN VOLUME 611, PAGE 3 REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
  - TERMS, CONDITIONS, AND PROVISIONS FOR CHANGING THE ZONING AND IMPOSING RESTRICTIONS UNDER ORDINANCE NO. 017916, FILED JANUARY 22, 2013, UNDER CLERKS FILE NO. 20130004848, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (AFFECTS PROPERTY)
  - TERMS, CONDITIONS, AND PROVISIONS FOR ANNEXING REAL PROPERTY UNDER ORDINANCE NO. 017915, FILED APRIL 18, 2013, UNDER CLERKS FILE NO. 20130028436, REAL PROPERTY RECORDS OF EL PASO (AFFECTS PROPERTY)
  - EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN VOLUME 467, PAGE 1480, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS WITH MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY'S INTEREST THEREIN GRANTED, SOLD AND QUIT CLAIMED TO SOUTHWESTERN BELL TELEPHONE COMPANY IN VOLUME 1231, PAGE 646, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS (NOT APPLICABLE)
  - SUPPLEMENTAL TAXES FOR 2023, IF ANY, THAT MAY BE ASSESSED, IF THE CONSTITUTIONAL AMENDMENT PROPOSED BY H.J.R.2, ACTS OF THE 88TH LEGISLATURE, SECOND CALLED SESSION, 2023, IS NOT APPROVED BY THE VOTERS AT AN ELECTION TO BE HELD IN NOVEMBER 7, 2023
- NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- VERTICAL DATUM REFERENCED TO BRASS DISK MONUMENT AT THE CENTERLINE INTERSECTION OF TIERRA MINA DRIVE AND PEBBLE HILLS BLVD. ELEVATION = 4007.53 (NAVD 88)



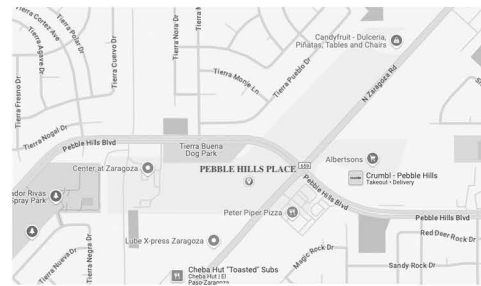
TO: ESTACADO INTEREST, LLC, A TEXAS LIMITED LIABILITY COMPANY, FIRST AMERICAN TITLE GUARANTY COMPANY.  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 9, 11(a), 13, AND 19 OF TABLE A THEREOF.  
RON R. CONDE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS LICENSE NO. 5152

N. ZARAGOZA ROAD



1 Architectural Site Plan  
96 Total Parking Spaces Provided (1.1 spots per unit)

2 Vicinity Map



NTS

- SHEET NOTES**
- A REFER TO SHEET A1.03 FOR GENERAL NOTES
  - B REFER TO CIVIL AND OR LANDSCAPE ARCHITECTURE PLANS FOR ALL SIDEWALK LOCATIONS, ACCESSIBLE PARKING, PARKING COUNTS, DETAILS, AND BUILDING LOCATIONS
  - C CONTRACTOR TO VERIFY CONDENSER PAD LOCATIONS WITH SITE CONDITIONS
  - D REFER TO CIVIL FOR FINAL FFE. REFER TO STRUCTURAL FOR FOUNDATION AND FOOTING INFORMATION. CONTRACTOR TO COORDINATE FINAL BFE WITH CIVIL & STRUCTURAL
  - E REFER TO CIVIL FOR DOMESTIC WATER SERVICE LOCATIONS. CONTRACTOR TO COORDINATE RISER CLOSET ORIENTATION IN THE SLAB LAYOUT. NOTE THAT PLANS MAY MIRROR
  - F PER FBC 705.5, RATED EXTERIOR WALLS CONFORMING TO TABLES 601 AND 602 ARE ONLY REQUIRED TO BE RATED FROM THE INSIDE IF THE FIRE SEPARATION IS GREATER THAN 10'-0"

- LEGEND**
- BUILDING LETTER
  - BUILDING TYPE
  - NO. OF UNITS

PEBBLE HILL PLACE APARTMENTS

CITY OF EL PASO, TX

SET DISTRIBUTIONS:  
10/23/20 Permit Set

SHEET REVISIONS:

PROJECT NO. 3901

Architectural Site Plan

802  
A2.01



1" = 20'-0"





## 2025 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for a resolution of support for the Texas Department of Housing and Community Affairs (TDHCA) as part of the 2025 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Tuesday, November 12, 2024 by 5:00 pm (MST).

### SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Ridgestone Seniors Ltd. (Applicant) / Investment Builders, Inc. (Developer)
2. Contact Person: Roy Lopez
3. Applicant Address: 7400 Viscount Blvd., Suite 109, El Paso, Tx 79925  
Phone: 915-255-6588 E-Mail: rlopez@ibitoday.com
4. Name of Proposed Development: Ridgestone Seniors
5. Proposed Development Address/Location: 11050 Montana Ave., El Paso, Tx 79936
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive):  
9% Regional Competitive

### SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): \$ 16,654,915
4. Cost per square foot: \$249.34
5. Amount of tax credits being requested of TDHCA: \$1,700,000
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	34			21	8	5
2 Bedroom	26			21	4	1
3 Bedroom						
4 Bedroom						
<b>Totals</b>	60			42	12	6

7. Is the proposed development site properly zoned for proposed development? Yes ☒ No ☐  
 a. Current Zoning: S-D/C
8. Are property taxes current for the site? Yes ☒ No ☐  
 If yes, provide a copy of current property tax receipt, or print-out from:  
[https://actweb.acttax.com/act\\_webdev/elpaso/index.jsp](https://actweb.acttax.com/act_webdev/elpaso/index.jsp) Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes ☐ No ☒
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

### SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: \$ N/A  
 Or, total amount of requested fee waiver from the City of El Paso: \$ 500.00
2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):
- |   |               |
|---|---------------|
| Acquisition:                                | <u>\$ N/A</u> |
| Design/Soft Costs:                          | <u>\$</u>     |
| New Construction of Housing Units:          | <u>\$</u>     |
| Rehabilitation/Conversion of Housing Units: | <u>\$</u>     |
| Funds from other sources:                   | <u>\$</u>     |
| Total Project Cost:                         | <u>\$</u>     |
3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):
- How many of the existing dwelling units are occupied? N/A Vacant? \_\_\_\_\_
- If completely vacant, how long has the property been vacant? \_\_\_\_\_
- Are any of the units owner-occupied? \_\_\_\_\_
- Will Temporary or permanent relocation be required? \_\_\_\_\_
4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than \$200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.
- Do you agree to meet or exceed the Section 3 requirements noted above? Yes ☐ No ☐
5. Submit the following financial documents (for those requesting HOME/CDBG funds):
- Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
  - Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):

- a. Copy of Relocation Plan. Submit as Attachment C-6.a.
- b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.
- c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

**Please note:** Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.

#### SECTION D. CERTIFICATIONS

### RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 12, 2024 BY 5:00 PM (MST).

**Submittals received after 5:00 pm on November 12, 2024 MST will not be considered for support.**

Applications must be submitted by emailing a link to your application contained within a file sharing service to **DCHDFacilities@elpasotexas.gov**. Please notify DCHD staff by emailing DCHDFacilities@elpasotexas.gov that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the approval letter of a waiver for electronic submission.

### 4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR.

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required): \_\_\_\_\_

Printed Name/Title: Roy Lopez

Date: 11/11/2025

FOR STAFF USE ONLY: Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Review for Completeness by: \_\_\_\_\_

**Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals**

Value Statement	Total Points	Evaluation Criteria and/or Scoring Breakdown (points)	Plan El Paso Reference (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies referenced below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)
1. Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region	35	<p>a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units proposed as compared to the development with the greatest number of units. (ex. Development X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points x 50% = 7.5 points).</p> <p>b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units compared to the development with the greatest number of 30% AMI units.</p> <p>c) 7 points for the development with the most units for households between 31% and 60% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units compared to the development with the greatest number of 31%-60% AMI units.</p> <p>d) 5 points for the development with the greatest number of units produced per amount of tax credit.</p>	Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)
2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services	20	<p>Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services.</p> <p>Categories of Services:</p> <p>a) Education (5 pts)</p> <p>b) Economic development/workforce and entrepreneurial development (including homeownership programs) (10 pts)</p> <p>c) Supportive/social services (5 pts)</p>	<p>Goal 5.12 - Museum &amp; Cultural Affairs</p> <p>Goal 5.14 - Schools</p> <p>Goal 5.17 - Civic Buildings</p> <p>Goal 7.12 - Educational Opportunities</p> <p>Goal 9.3 - Access to Healthcare (Policy 9.3.1)</p> <p>Goal 6.1 Housing Supply; supportive housing (Policy 6.1.3)</p> <p>Policy 10.7.6: Promote behavioral changes and consumption patterns that conserve energy</p> <p>Goal 10.16: Reduce “Food Miles” or the distance that food must travel to El Paso, and the associated pollution and fuel consumption associated with long-distance food transport.</p>

3. Residents given an opportunity for inclusiveness and afforded an opportunity to access public services	10	Categories: a) No physical barriers separating the development from the neighborhood and commercial/public services (4 pts) b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts) c) Development has a mix of units at various income levels to include 80% AMI and/or market rate. (3 pts)	Goal 2.1 - Smart Location Principles Goal 2.2 - Neighborhood Patterns Goal 4.2 - Complete Streets (Policy 4.2.8) Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8) Goals 5.8 & 5.9 - Parks Goal 6.1 - Housing Supply (Policies 6.1.1, 6.1.2 & 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3) Goal 9.3 - Access to Healthcare Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy 10.6.3) .
4. Local presence and long-term accountability in El Paso	15	Applicant has: a) Past experience involved in a development team constructing, operating and/or providing affordable housing for residents who fit the demographic profile to be served in El Paso (4 pts) b) A staff presence in El Paso of at least 5 employees (4 pts) c) 5 or more years experience as part of a development team financing, building, operating or managing affordable housing in El Paso (4 pts) d) Commitment to extended affordability beyond 30 years. (1 point for every 5 years of extended affordability beyond 30 years) (up to 3 pts)	N/A

5. Meets City smart growth initiative as set out in Plan El Paso	20	<p>Each project will be evaluated and scored by City of El Paso staff.</p> <p>Tier 1 projects can score up to 20 points under this category.</p> <p>Tier 2 projects can score up to 10 points under this category.</p> <p>This is intended to prioritize Tier 1 projects while not ruling out creative, impactful projects in Tier 2.</p> <p>(See attached maps of Tier 1 and Tier 2 Areas)</p>	<p>Goal 1.1 - Downtown (If proposed project is located downtown)</p> <p>Goal 1.2 - Traditional Neighborhoods (Policy 1.2.3)</p> <p>Goal 1.3 - Neighborhood Retrofits; bus routes and RTS stops (Policies 1.3.1 &amp; 1.3.2)</p> <p>Goal 1.4 - New Neighborhoods</p> <p>Goal 1.5 - Outward Expansion</p> <p>Goal 1.9 - Industrial Lands (Policy 1.9.4)</p> <p>Goal 1.10 - Growth Areas and Overlays (Policies 1.10.3 - 1.10.5)</p> <p>Goal 2.1 - Smart Location Principles</p> <p>Goal 4.1 - Compact Urban Areas (Policy 4.1.2)</p> <p>Goal 4.7 - Air Quality (Policies 4.7.1 &amp; 4.7.3)</p> <p>Goal 4.11 - Public Transportation (Policies 4.11.2, 4.11.3 &amp; 4.11.6)</p> <p>Goal 6.1 - Housing Supply (Policies 6.1.1 - 6.1.3, 6.1.7)</p> <p>Goal 6.2 - Existing Neighborhoods (Policy 6.2.1)</p> <p>Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3)</p> <p>Goal 6.4 - Housing Affordability</p> <p>Goal 7.3 - Dynamic Walkable Neighborhoods (Policy 7.3.3)</p> <p>Goal 7.11 - Complete Streets</p> <p>Goal 9.4 - Exposure to Environmental Risk (Policies 9.4.1a, 9.4.1c, 9.4.1e)</p> <p>Goal 9.5 - Encourage Physical Activity Through Design (Policies 9.5.4 &amp; 9.5.6)</p> <p>Goal 9.6 - Encourage Well-Being (Policy 9.6.6)</p> <p>Goal 10.5 - Stormwater; (Policy 10.5.2, Policy 10.5.7, Policy 10.5.9)</p> <p>Goal 10.6 - Atmosphere; promote both roof and non-roof strategies to mitigate the urban heat island effect (Policy 10.6.9).</p> <p>Goal 10.7 - Energy/Public transit (Policy 10.7.2).</p> <p>Goal 10.8: Protect and enhance ecologically sensitive areas such as aquifer recharge zones, hillsides, bosques, arroyos, wetlands, and plants and wildlife resources.</p> <p>Goal 10.9: Preserve the valuable natural resources of the mountain and hillside areas and minimize the exposure of potential environmental hazards associated with their development.</p> <p>Goal 10.10: Protect the community from risks associated with geologic conditions</p> <p>Goal 10.13: Protect City residents from the effects of excessive noise or vibration.</p> <p>Goal 10.14: Improve public safety by developing appropriate lighting and control standards.</p>
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TOTAL POSSIBLE POINTS 100

1. Regional Land Use Patterns			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
<b>Downtown</b>			
<b>Goal 1.1:</b> The City of El Paso places the highest priority on the reinvigoration of Downtown, whose strategic location, walkable blocks, and historic buildings will once again make Downtown a vibrant destination and center of culture, shopping, government, and the arts. These policies, and the policies in the Downtown Element of <i>Plan El Paso</i> , apply to land in the G-1 "Downtown" growth sector on the Future Land Use Map.	<b>Policy 1.1.1:</b> City policies and programs should encourage the rehabilitation of upper stories of existing Downtown buildings as office, retail, entertainment, and residential space. Financial incentives should be considered to encourage investment from the private sector.	For developments in the G-1 "Downtown" Future Land Use Area, the development includes rehabilitation of existing buildings.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
	<b>Policy 1.1.2:</b> The City encourages new multi-story mixed-use buildings with windows and doors facing all sidewalks to be constructed on vacant lots. The City will not require any on-site parking for buildings Downtown.	For developments in the G-1 "Downtown" Future Land Use Area, the development includes new construction with three or more habitable stories.	1
	<b>Policy 1.1.3:</b> Downtown redevelopment strategies will include new and improved civic buildings and civic spaces, plus shared parking for residents, employees, and visitors.	For developments in the G-1 "Downtown" Future Land Use Area, the development utilizes shared parking agreements with existing private or municipal parking resources to satisfy at least 50% of its required off-street parking.	1
<b>Traditional Neighborhoods</b>			
<b>Goal 1.2:</b> The City of El Paso highly values the traditional neighborhoods that were laid out in all directions from Downtown and will maintain and improve their highly walkable character, transit accessibility, diverse mix of land uses, and historic building stock. These policies apply to land in the G-2 "Traditional Neighborhood" growth sector on the Future Land Use Map. Also see goals and policies in the Urban Design Element.	<b>Policy 1.2.3:</b> Vacant and underutilized parcels in and around the City's traditional neighborhoods can be excellent locations for redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons. Redevelopment of such sites should mesh with the scale and character of these existing neighborhoods rather than imposing a suburban or high-rise model on traditional neighborhoods. The City's zoning and development regulations should be modified accordingly. Additional infill incentives should be considered by the City.	For developments in the G-2 "Traditional Neighborhood" Future Land Use Area, the development's structures show a general conformance with the scale and character of the existing neighborhood (defined as those residential properties within a 1/4 mile proximity of the subject property) in terms of building height and residential density.	1



Neighborhood Retrofits			
<p><b>Goal 1.3:</b> The City of El Paso wishes to diversify its post-war and suburban neighborhoods in strategic locations in order to increase the variety of housing options, including rowhouses, apartments, and condominiums, and to expand opportunities for employment and neighborhood shopping without requiring long car trips.</p>	<p><b>Policy 1.3.1:</b> Most neighborhoods, even new ones, would benefit from a greater variety of activities within walking and bicycling distance. For instance, a greater number of smaller parks are preferable to a few larger ones that are accessible only to those with a private vehicle. Likewise, smaller schools often become the centerpiece of their neighborhoods rather than distant facilities to which most students must be driven or bused each day. This policy is most applicable within the G-3 "Post-War" and G-4 "Suburban" growth sectors on the Future Land Use Map.</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> <li>a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units</li> <li>b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"</li> </ul>	1
		<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall be located within a 1/2 mile walking distance from an existing elementary, middle or high school. The entirety of the path from the development to the school must be served by sidewalks.</p>	1
	<p><b>Policy 1.3.2:</b> Sun Metro bus routes and rapid transit system (RTS) stops and transfer centers offer independence to those who live in drivable neighborhoods but do not have access to a car. The land near transfer centers and RTS stops offers major redevelopment opportunities to take special advantage of those facilities. These locations are designated as overlays on the Future Land Use Map (see Goal 1.10).</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> <li>a. Locate within a 1/2 mile walking distance from an existing or future RTS stop</li> <li>b. Locate within a 1/4 mile walking distance from an existing standard Sun Metro bus stop</li> </ul> <p>In either case, the entirety of the path from the development to the transit stop must be served by sidewalks.</p>	1
Outward Expansion			
<p><b>Goal 1.5:</b> The City of El Paso has grown primarily by outward expansion. This pattern has become untenable because the undevelopable wedges created by Fort Bliss and the Franklin Mountains have forced outward expansion so far from central El Paso. The amount of commuting required by this development pattern throughout the City will be increasingly impractical in an era of high gasoline prices and the need to control climatic changes caused in part by overuse of fossil fuels. The City of El Paso will be cautious about authorizing further outward expansion until it can be demonstrated to be essential to accommodate growth and the land to be</p>	<p><b>Policy 1.5.2:</b> This plan discourages urban development of irrigated farmland along the Rio Grande, which is designated in the O-3 "Agriculture" open-space sector. The City and EPWU-PSB should ensure that their individual regulations are complementary and do not encourage unnecessary development of irrigated farmland. Consideration needs to be given to incentivizing preservation of agricultural lands, including conducting a full evaluation of best practices that could mitigate their full development.</p>	<p>The development is located in any of the Future Land Use Areas listed here:</p> <ul style="list-style-type: none"> <li>a. O-1 "Preserve"</li> <li>b. O-2 "Natural"</li> <li>c. O-3 "Agriculture"</li> <li>d. O-5 "Remote"</li> </ul>	-2

developed is an excellent location for expansion.	<b>Policy 1.5.3:</b> Arroyos are ravines carved over many years by rainfall moving across the earth. Arroyos feature a high degree of biodiversity and are an important part of the local ecology and landscape and the regional drainage pattern. This plan discourages urban development of remaining critical arroyos	The development is located within, or causes the disturbance of a FEMA designated arroyo.	-2
Outward Expansion			
<b>Goal 1.9:</b> The regional economy depends heavily on manufacturing. The City of El Paso will designate ample land that is well-suited for industrial facilities that are best located north of the border and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community. These policies apply to land in the G-7 “Industrial” growth sector on the Future Land Use Map.	<b>Policy 1.9.5:</b> Obsolete industrial sites and railyards pose technical challenges to redevelopment but are often ideally located within the City to offer new choices and opportunities for El Paso residents. The City should take affirmative steps to maximize this potential. These sites are generally in the G-7 "Industrial" growth sector on the Future Land Use Map.	For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
		For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development shall either: a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"	1
2. Urban Design			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
Smart Location Principles			
<b>Goal 2.1:</b> The City should change its growth pattern away from continuous outward expansion and toward integrated growth that minimizes environmental damage, reduces the need for excessive travel by private automobile, and can be served by public transportation.	<b>Policy 2.1.2:</b> Preferred locations for new development are sites near areas with a minimum of 90 intersections per square mile, as measured within ½-mile of the project’s boundary.	The development's surroundings have a minimum of 90 intersections per square mile, as measured within 1/2 mile of the project's boundary.	1
	<b>Policy 2.1.3:</b> Construction of high-rise buildings should be encouraged only in areas well-served by public transit.	The development includes new construction with three or more habitable stories in areas within 1/2 mile of a RTS or Streetcar route.	1

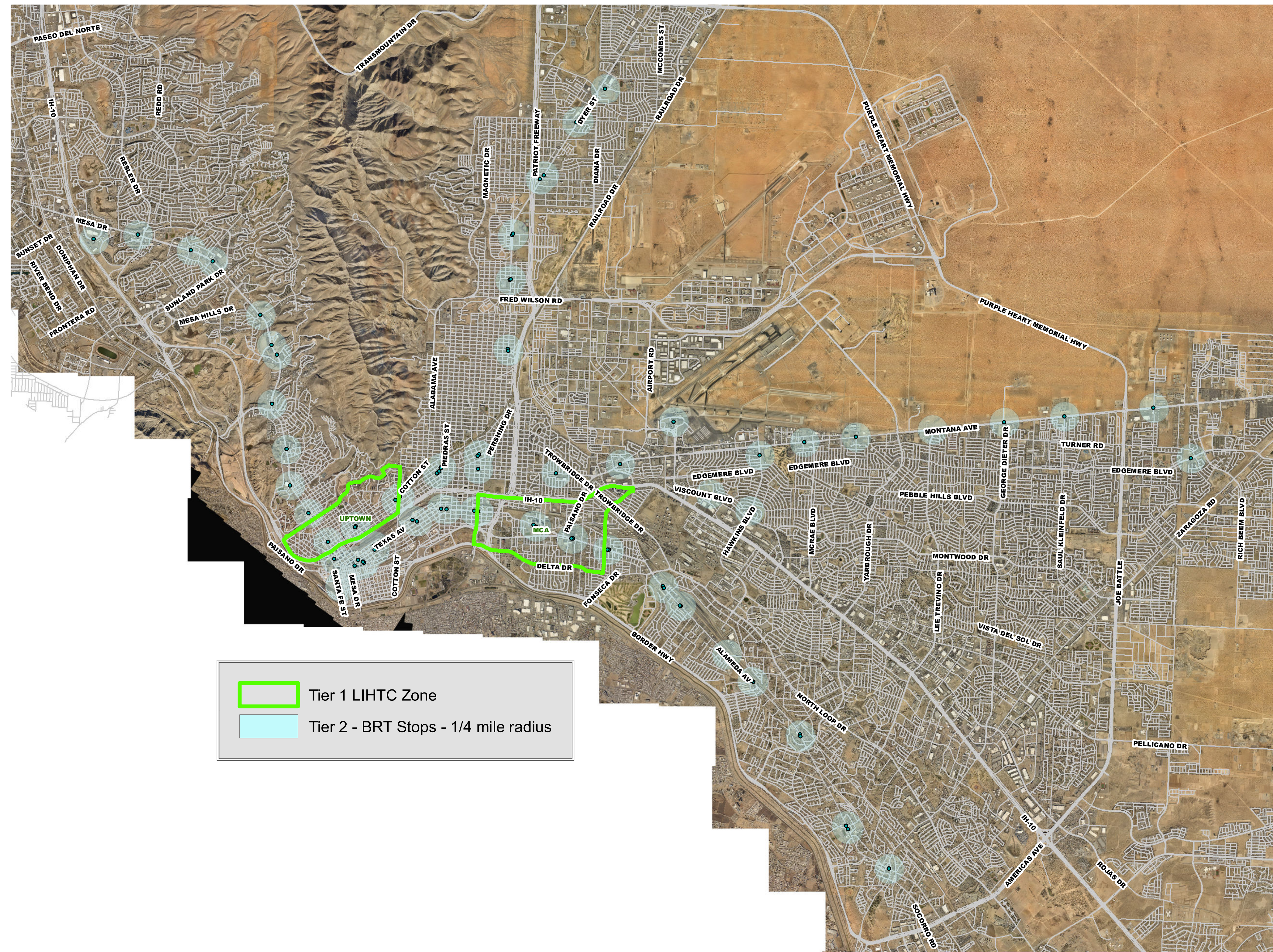
<b>Policy 2.1.4:</b> Development is encouraged to integrate jobs into or near residential neighborhoods, or to re-balance existing communities by adding jobs within a ½-mile radius of residential neighborhoods or by adding residences within a ½-mile radius of concentrations of jobs.	The development either: a. provides on-site commercial and/or office space in which potential employers may establish b. locates within a 1/2 mile walking distance of an existing retail/office/manufacturing employment center. The path from the development to the employment center must be served by sidewalks.	1
<b>Policy 2.1.6:</b> Development is encouraged along existing or planned bicycle networks where additional segments and/or secure bicycle storage can be added to the network.	For developments located along thoroughfares outfitted with existing dedicated bicycle infrastructure (such as a dedicated bicycle lane), the site shall provide at least 1 bicycle parking space or bicycle storage container for every 5 dwelling units.	1
<b>Policy 2.1.7:</b> Development is discouraged on sites or portions of sites within the 100-year or moderate-risk floodplains as defined by the Federal Emergency Management Agency (FEMA). Where development must occur within floodplains, development should be located on previously developed floodplains or in nonconveyance areas without flooding potential.	The development is located within a 100-year or moderate-risk floodplain as defined by FEMA.	-1
<b>Policy 2.1.10:</b> Development is discouraged on land with slopes greater than 15% and on land designated O-2 "Natural" on the Future Land Use Map.	The development is located in a O-2 "Natural" Future Land Use Map Area, or on land on which more than 20% of the site area has slopes greater than 15%	-2
<b>Policy 2.1.11:</b> Development is discouraged on sites where imperiled species or ecological communities have been identified.	The development is located on sites where imperiled species or ecological communities have been identified.	-2
<b>Policy 2.1.14:</b> Development is strongly discouraged on irrigated farmland unless the proposed development commits to permanently keep at least 50% of the land for farming or to subdivide the land into tracts that are themselves large enough to support small-scale farming.	For project's located on land that is currently or recently was utilized as irrigated farmland, the development commits to permanently keep at least 50% of the land area for farming.	1

6. Housing			MAXIMUM POINTS: 2
Goal	Policy	Criteria	Points
<b>Housing Supply</b>			
<b>Goal 6.1:</b> Maintain a sustainable and efficient housing supply for all residents of El Paso.	<b>Policy 6.1.1:</b> Strive to distribute a variety of housing types throughout the City to expand choices available to meet the financial, lifestyle, and cultural needs of El Paso's diverse population. Strongly encourage housing types that take into account non-traditional households and multi-generational families.	The project provides at least two types of housing from the following list of building types: a. Apartment building b. Mixed-Use building c. Townhome/Rowhouse d. Duplex/Triplex/Quadruplex The building type containing the smallest number of dwelling units shall nevertheless contain at last 20% of the project's total number of dwelling units.	1
<b>Existing Neighborhoods</b>			
<b>Goal 6.2:</b> Preserve and revitalize El Paso's existing neighborhoods.	<b>Policy 6.2.1:</b> Actively seek opportunities to retrofit suburban subdivisions to improve connectivity, add high quality parks, and introduce limited commercial uses where possible.	The development includes commercial space in which neighborhood serving retail businesses capable of serving surrounding residents as well as affordable housing residents may locate. The commercial space shall have a minimum 1,000 square feet of contiguous floor space.	1
<b>Walkable Neighborhoods</b>			
<b>Goal 6.3:</b> El Paso's neighborhoods should become the most connected and walkable in the southwest.	<b>Policy 6.3.1:</b> The City should encourage all new residential developments to be complete and connected, using the design principles under Goals 2.1 through 2.6 of the Urban Design Element, City-developed rating systems, SmartCode, and/or national standards such as LEED-ND as tools to assess the design of proposed developments.	All residential buildings earn a LEED Silver certification or higher	1
<b>Housing Affordability</b>			
<b>Goal 6.4:</b> Expand opportunities for affordable housing through new tools, technologies, and partnerships.	<b>Policy 6.4.1:</b> Adopt the "Housing + Transportation" formula developed by the Center for Neighborhood Technology as a tool to determine the true cost of living in various locations around El Paso.	The development is located in a census tract whose Housing + Transportation costs exceed 50% of per capita income for that census tract.	-2
9. Health			MAXIMUM POINTS: 1
Goal	Policy	Criteria	Points
<b>Environmental Risk Factors</b>			

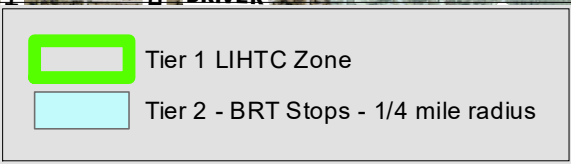
<b>Goal 9.4:</b> Reduce exposure to environmental risk factors.	<b>Policy 9.4.1:</b> Reduce risk of injury and fatality due to vehicular accidents. a. Lower design speeds on existing and proposed streets and highways. Retrofit streets to be more pedestrian-friendly. Include on-street parking and street trees as barriers between pedestrians and moving travel lanes and which increase visual friction to discourage speeding. Include wide sidewalks and narrower travel lanes. Minimize crossing distance at intersections with pedestrian refuges, bulb-outs, speed tables, and other strategies.	If the development utilizes an internal vehicle circulation network, the thoroughfares utilize pedestrian-friendly design elements, including at least two of the following: a. design speeds of 20 miles per hour or lower b. sidewalks greater than 5 feet in width c. street trees d. intersections with pedestrian refuges, bulb-outs, speed tables, et cetera	1
	<b>Policy 9.4.1:</b> Reduce risk of injury and fatality due to vehicular accidents. e. Promote the use of woonerven (a woonerf is a street in which pedestrians and cyclists have legal priority over automobile drivers, and which exhibit extremely low design speeds), shared spaces, curbless streets, and stripe-free zones as ways to create very traffic calmed residential streets that need less right-of-way than conventional streets. Use highly textured road beds to slow traffic.	If the development utilizes an internal vehicle circulation network, <i>woonerven</i> are utilized.	2
<b>Physical Activity</b>			
<b>Goal 9.5:</b> Encourage physical activity through the design of the built environment.	<b>Policy 9.5.6:</b> Integrate walkable neighborhood design with transit stations according to techniques and policies described in Regional Land Use Patterns, Urban Design, and Housing Elements.	For developments located on local or collector thoroughfares, as determined by the Major thoroughfare Plan, at least 50% of units are located within 15 feet of the property line facing a public right-of-way, and the entrances face the public right-of-way.	1
<b>10. Sustainability</b>			
			<b>MAXIMUM POINTS: 1</b>
<b>Goal</b>	<b>Policy</b>	<b>Criteria</b>	<b>Points</b>
<b>Stormwater</b>			

<b>Goal 10.5:</b> Protect the community from floods and reduce the risk of flood damage.	<b>Policy 10.5.9:</b> Design necessary flood control facilities to blend with and enhance developments through concepts such as park-ponds and retention of natural arroyos. Design stormwater retention facilities so they may be used during dry months.	If on-site ponding is required, it is designed to serve as a park-pond.	1
<b>Atmosphere</b>			
<b>Goal 10.6:</b> Reduce greenhouse gas emissions to meet the national ambient air quality standards for all air pollutants in the El Paso area and mitigate the heat island effect.	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using vegetated roofs.	At least 50% of buildings feature vegetated roofs	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using pergolas, solar panels, and other devices to shade parking garages, and flat and sloped roofs.	At least 50% of building roof area is shaded via pergolas, solar panels, or other devices.	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by installing vegetative ground cover and trees in planting strips, swales, and verges instead of pavement or dark rocks.	The development utilizes bioswales to filter stormwater.	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by minimizing surface parking lots and the size of expanses of asphalt and other low albedo paving surfaces.	Greater than 25% of the lot area is developed with impermeable surfaces, to exclude buildings.	-1
<b>Noise and Vibration</b>			
<b>Goal 10.13:</b> Protect City residents from the effects of excessive noise or vibration.	<b>Policy 10.13.1:</b> Discourage residential development in areas with high noise generators such as airports, freight railway tracks, or grade separated highways, without noise mitigation measures.	The development is located either: a. within 1/2 mile of an airport b. along a grade separated highway, freeway/expressway, or super arterial	-1

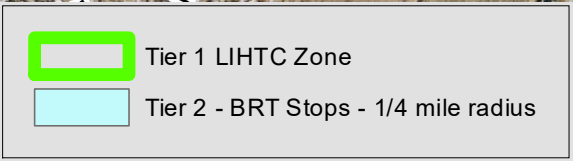














# **Attachment B-2**

## City of El Paso Evaluation Criteria

### How this development meets the criteria for Value Statement 1:

This proposed affordable housing apartment community will meet or exceed all of the desired living conditions promoted by TDHCA in this year's competitive housing tax credit application cycle.

Future residents will enjoy living in a well-designed and equipped senior community on a 2.31-acre site in a safe and vibrant neighborhood with a poverty rate of 21.1.0%. Located at 11050 Montana Ave., El Paso, 79936 in a 3<sup>rd</sup> quartile census tract where residents will be close to supermarkets, retail outlets, restaurants, healthcare facilities and a number of other neighborhood amenities and conveniences.

This 60-unit development will consist of thirty-four (34) one-bedroom and twenty-six (26) two-bedroom units that will serve all households as presented in the Unit Mix Schedule in Section B, Item 6. The Applicant has made every effort to provide the highest number of affordable units with the amount of tax credits available for this development.

In addition to all of the neighborhood amenities available to these residents, such as full-service grocery store, healthcare facility, proximity to public parks and public transportation, **the development amenities provided at no additional cost to the residents** are normally found only in upscale apartment communities. These amenities include: one covered parking space for each unit; a swimming pool; a fully furnished exercise facility in the clubhouse; a full complement of Energy-Star appliances including a large refrigerator; a gas stove and oven; a built-in microwave, a dishwasher and a full-size washer and dryer in each unit. Energy-Star rated ceiling fans and lighting as well as all other mandatory development amenities not listed above will be provided as required by TDHCA.

The development will also incorporate many Green Building features to lower the impact on the local environment and provide utility cost savings to the residents. High efficiency 15-Seer refrigerated air conditioning will provide comfort as well as use less electricity and save on El Paso's scarce water resources by not using evaporative cooling. All windows will be Energy-Star rated and walls and ceilings will be insulated with R-15/R-30 values respectively. Native plants and drip irrigation will be used to conserve water as well.

Funding sources for this development are expected to come from (1) a conventional mortgage loan of \$2,530,000 at 7.00% interest with payments amortized over 40 years; (2) tax credit equity of \$14,108,589 and (3) deferred developer fee of \$16,326 to be paid from the development's operating cash flow during the initial fifteen-year compliance period. These amounts will provide the \$16,654,915 of total development funds needed to build this development.

The Applicant's goal is to provide safe, high quality affordable housing for economically disadvantaged seniors who are trying to improve their quality of life. The Applicant's twenty-nine

(29) years of experience in providing affordable housing to those in need has taught them that the Housing Tax Credit Program is the best method available to accomplish this goal while maintaining the financial viability to sustain the project over its extended affordability period of forty-five (45) years. Indeed, this development could not be built without an award of 9% competitive tax credits.

### **How this development meets the criteria for Value Statement 2:**

The proposed Ridgestone Seniors development will provide support to assist its residents in breaking the cycle of poverty and support upward mobility by either directly providing or facilitating social services in the following categories:

- a) Education – the Applicant has contracted with Better Texans Services, Inc. to provide (1) ESL classes; (2) computer training; (3) GED preparation classes; and (4) health education courses.
- b) Economic development – the Applicant has contracted with Tierra Del Sol Housing Corporation (TDS) to conduct training in Basic Financial Literacy Skills and Homebuyer Education. TDS will also assist seniors with Financial Management and Planning, and Credit Rebuilding.
- c) Supportive/social services – the Applicant has also contracted with Better Texans Services, Inc. to provide the following supportive/social services: (1) annual income tax preparation; (2) food pantry; (3) health fair; (4) Notary Services; and (5) on-site social events.

### **How this development meets the criteria for Value Statement 3:**

The residents of the proposed development will be given the opportunity for inclusiveness and afforded and opportunity to access public services by satisfying the following evaluation criteria:

- a) **No physical barriers** – Although the development will have perimeter fencing, the design of the development will be such that it will have gateway openings for the residents to access the surrounding neighborhoods and commercial businesses in the area. The site will have sidewalks and ADA compliant sidewalks, ramps and parking, so there will be no barriers to the neighboring community and commercial/public services.
- b) **Gathering points** – The proposed development will be designed to include gathering points such as community space in the clubhouse; picnic tables; playground and swimming pool that residents may enjoy and invite friends/senior from the surrounding neighborhood.
- c) **Unit Mix** – The proposed development is designed to have a mix of various income levels including 30%, 50%, 60% and 80%/Market of area median income households.

## **How this development meets the criteria for Value Statement 4:**

The applicant has a local presence and long-term accountability in El Paso:

- a) Past experience – Investment Builders, Inc. (IBI) is a Texas corporation formed in September 1993 and completed its first tax credit project in El Paso in 1995. IBI has since developed, built, managed, and owned more than forty (40) affordable housing developments containing more than 3,000 units serving residents at or below 60% of the Area Median Senior Income. Thirty of these developments are in the City of El Paso.
- b) A staff presence in El Paso of at least five (5) employees – IBI is led by highly qualified and professional individuals, each providing extensive experience in their respective areas. IBI currently has a full-time office staff of six (6) employees and a full-time field staff of four (4) employees, all working from its office located at 7400 Viscount, Suite 109, El Paso, Texas 79925. Each of these employees has been with the Company for more than ten (10) years.
- c) Five (5) or more years of experience as part of a development team, financing, building, operating, or managing affordable housing in El Paso – As noted in item 4(b) above, each of the employees referenced has been involved in every phase of developing, obtaining financing, building, owning, and managing affordable housing since 1993.
- d) Commitment to extended affordability beyond thirty (30) years – A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least forty-five (45) years.

## **How this development meets the criteria for Value Statement 5:**

The proposed development meets City smart growth initiative as set out in Plan El Paso by meeting the following policy goals:

The final design and construction of the development will adhere to smart growth general design principles to ensure that it accommodates and maximizes the social, economic and environmental opportunities of the smart growth plan for El Paso. Pursuant to receiving a support letter from the City of El Paso and award by TDHCA, the final design will incorporate the following smart growth elements, see attached site plan for additional detailing:

**Goal 1.3 Neighborhood Retrofits** – the proposed development is located within ¼ mile walking distance to a Sun Metro bus stop with sidewalk access the entire distance. It will be designed to promote a pedestrian-friendly environment through connected sidewalks, pathways and open areas. This development will fill in vacant land between developed residential areas.

**Goal 1.10.5 Growth Areas and overlays** – the proposed development is proposed for seniors with a suburban G-4 area which will provide a greater variety of housing choices and supplement the limited housing stock.

**Goal 2.1 Smart Location Principals** – the proposed development site will be located within ¼ miles of a transit bus stop. The design team is considering the inclusion of bicycle parking to allow residents travel options other than private automobiles.

**Goal 4.1 Compact Urban Area** – the proposed development is proposed for seniors within a suburban G-4 area which will provide a greater variety of housing choices and many essential amenities within walking and biking distance and limited automobile driving distances.

**Goal 4.7 Air Quality** – the proposed development will present the opportunity to increase travel choices by the location near public transportation and community amenities which will reduce travel time with private automobiles.

**Goal 4.11 Public Transportation** – the proposed development will be located in a G-4 suburban area that will be within ¼ mile from a transit bus stop and within walking, biking and limited driving distance of numerous amenities.

**Goal 6.1 Housing Supply** – the proposed development will offer housing choice to meet the financial, lifestyle and cultural needs of El Paso's diverse population. The development will service seniors with special needs including veterans, homeless, and persons with disabilities.

**Goal 6.2 Existing Neighborhoods** – the proposed development is situated among several single-senior neighborhoods. This will be a small apartment building to integrate into the existing neighborhood.

**Goal 6.3 Walkable Neighborhoods** – the proposed development will allow residents to connect to the city around them with the public bus stop at Pebble Hills/John Hayes stop or Charles Foster/Steffi Graff stop. Sidewalks will be designed to connect to the sidewalks into the surrounding neighborhood.

**Goal 6.4 Housing Affordability** – the proposed development expands the availability of affordable housing and housing choice in El Paso.

**Goal 7.3 Dynamic Walkable Neighborhoods** – the proposed development is new development to balance housing opportunities, retail, services and employment with walkable and limited driving connectability.

**Goal 9.4 Exposure to Environmental Risk** – the Applicant will work with the City to reduce environments risk factors by helping to reduce risk of injury and fatality due to vehicular accidents and reducing exposure to air pollution by encouraging walking, cycling and transit usage.



**Goal 9.5 Encourage Physical Activity Through Design** – the proposed development will be within walking and biking distances of community amenities. The development will be designed with a fitness center on-site. All ground floor units will be designed with visitability standards and available to all unit types.

**Goal 9.6 Encourage Well-Being** – the proposed development will encourage psychological and emotional well-being by reducing commuting times to maximize time with senior and friends; support the City’s Dark Sky Ordinance and integrate the development into the fabric of the existing neighborhood.

**Goal 10.5 Stormwater** – the proposed development is not located in a floodplain and will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

**Goal 10.6 Atmosphere** – the proposed development will encourage walking, biking and limited automobile use with emphasis on van pooling and public transportation. The design will include installing trees and groundcover in parking areas.

**Goal 10.7 Energy/Public Transit** – the proposed development will be located within walking and biking distance of a public transit stop to help reduce the need for personal automobiles. The development will include energy efficient building systems, fixtures and appliances.

**Goal 10.8 Protect and enhance ecologically sensitive areas** – the proposed development is not located in an ecologically sensitive area.

**Goal 10.9 Preserve the valuable natural resources of the mountain and hillside areas** – the proposed development is not located in a mountain or hillside area.

**Goal 10.10 Protect the community from risks associated with geologic conditions** – the proposed development is not located near active fault areas; however, the development will be constructed in such a manner as to prevent unnecessary grading and use erosion control measures.

**Goal 10.13 Protect City residents from the effects of excessive noise or vibration** – the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

**Goal 10.14 Improve public safety by developing appropriate lighting and control standards** – the proposed development will be designed with public safety in mind. Adequate lighting for the development will be provided for the safety and well-being of the residents. The development will be designed in accordance with city lighting codes to help protect the “dark sky”.

## **Regional Land Use Patterns**

**Policy 1.3.1 Neighborhood Retrofits** – the proposed development will be located within ¼ mile from the East Cave Park and within ½ mile of Eastside Sports Complex and Walking Trail.

## **Urban Design**

**Policy 2.1.2** – the proposed development will be located in an area with minimum of 90 intersections (the majority being residential neighborhood intersections).

**Policy 2.1.3** – the development will be located within ¼ mile of a Sun Bus route with continuous sidewalks and dedicated bike lanes.

**Policy 2.1.4** – the development will be within walking distance of retail and employment with continuous sidewalks and dedicated bike lanes.

**Policy 2.1.6** – the development will be located along a corridor with dedicated bicycle lanes. The development will consider the addition of bicycle parking on the site.

**Policy 2.1.7** – the proposed development will NOT be located within a 100-year or moderate-risk floodplain as defined by FEMA

**Policy 2.1.10** – the proposed development will NOT be located in an O-2 “Natural” Future Land Use Map Area

**Policy 2.1.11** – the proposed development will NOT be located on a site where imperiled species or ecological communities have been identified.

**Policy 2.1.14** – the development will NOT be located on land the is currently or has recently been utilized for farming.

## **Housing**

**Housing Supply Goal 6.1** – the development will provide one building with a variety of housing unit types.

**Existing Neighborhoods Goal 6.2** – the development will NOT include commercial space.

**Walkable Neighborhoods Goal 6.3** – the development will include energy efficient building systems, fixtures and appliances; however, due to the small size of this development, the expense of the LEED Silver certification is cost prohibitive.

**Housing Affordability Goal 6.4** – Census Tract 48141010311 has a Housing + Transportation index of 51%. Housing is 25% and Transportation is 26%.

## **Health**

**Environmental Risk Factors Goal 9.4** – not applicable to this development.

**Physical Activity Goal 9.5** – not applicable to this development.

## **Sustainability**

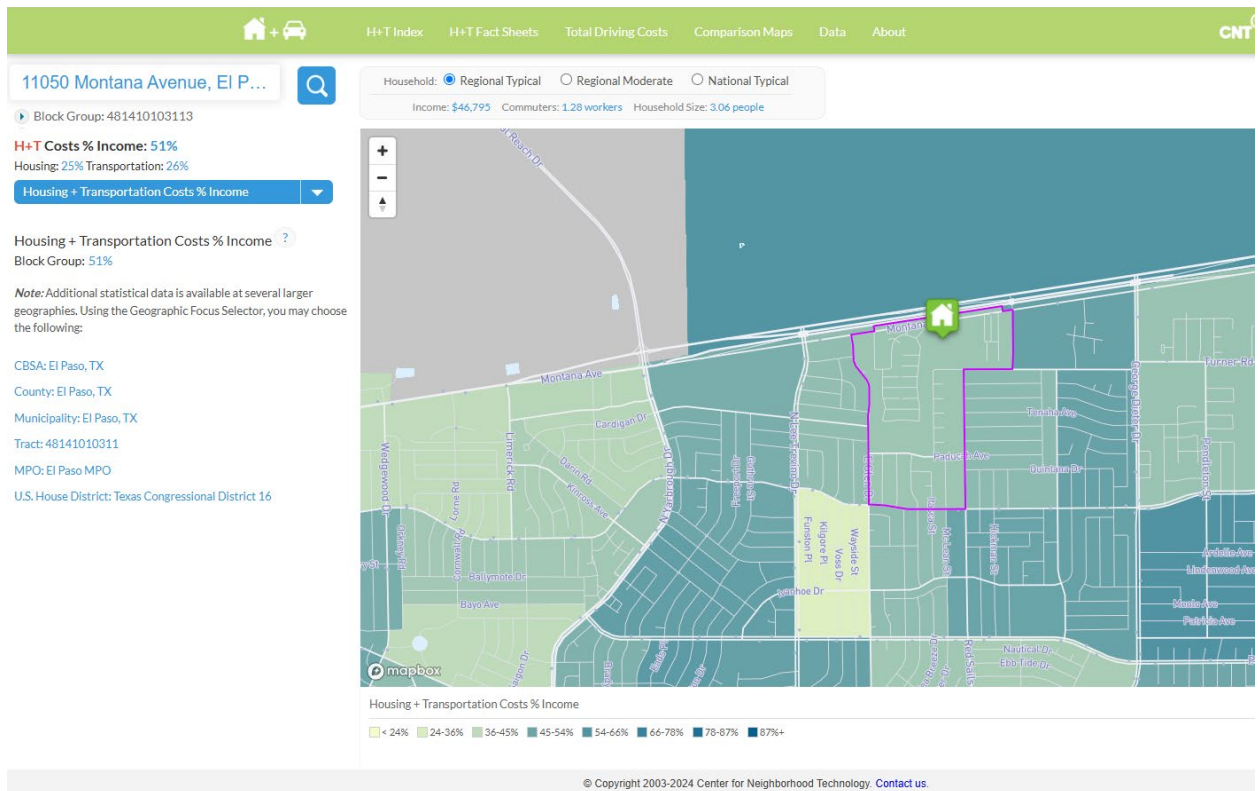
**Stormwater Goal 10.5** – the development will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

**Atmosphere Goal 10.6** – the development will be designed to create shade by installing trees throughout the development site and providing covered parking to reduce heat radiated from pavement in parking areas.

**Noise and Vibration Goal 10.13** – the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

This Applicant hereby acknowledges and commits itself to the items listed in this narrative, upon receiving a resolution of support from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.

## Ridgestone Housing + Transportation Map



## CONTRACT FOR DELIVERY OF RESIDENT SERVICES

This Contract for Delivery of Resident Services (this "**Agreement**") is made and entered into this 1<sup>st</sup> day of December 2024 (the "**Effective Date**"), by and between Ridgestone Seniors, Ltd. a Texas limited partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**"). Owner and Contractor are collectively referred to as the "**Parties**" and each, a "**Party**."

### RECITALS:

A. Owner will own and operate a 60 unit elderly development known as Ridgestone Seniors (the "**Property**") located in El Paso, Texas.

B. The Property has applied to receive an award of 2025 low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Tax Credits**") and was assigned the Texas Department of Housing and Community Affairs File No. TBD.

C. In connection with the Tax Credits, the Owner is required to provide a minimum of ten (10) supportive service points.

D. Owner desires to engage Contractor to coordinate the provision of certain services for the residents of the Property more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

E. Contractor desires to coordinate the provision of such services for and on behalf of Owner under and pursuant to the terms of this Agreement.

### AGREEMENT:

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

#### 1. Services to be Rendered by Contractor.

(a) Throughout the Term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate the provision of the services described in Exhibit A attached hereto and incorporated herein for all purposes (collectively, the "**Services**").

(b) Contractor agrees that the Services will be provided at no cost to the residents of the Property. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations, as reasonably determined by Contractor.

(c) Consistent with Section 13 below, neither Contractor nor Owner shall change the Services without a written agreement to amend this Agreement, signed by the Parties.

2. Payment for Services; Reimbursement.

(a) As consideration for Contractor's coordination of the Services, Owner shall pay Contractor the amount indicated below (the "**Service Fee**") in accordance with the following:

The sum of Three hundred and 00/100 Dollars (\$300.00) monthly. Beginning within thirty (30) days of the Commencement Date and throughout the Term, Contractor shall submit to Owner monthly invoices for the Service Fee. Owner shall pay the Service Fee to Contractor within thirty (30) days of Contractor's delivery to Owner of such invoice (the "**Service Fee Due Date**"). The Service Fee shall increase by three percent (3%) at each Renewal Term.

(b) The Service Fee shall be paid as follows:

The Service Fee shall be paid as an operating expense of Owner, before Owner makes any distributions to its partners or their affiliates.

(c) To the extent any of the Services required by Owner mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the subcontractor or vendor. Contractor shall have no responsibility for paying such expenses; provided that, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services, Owner shall promptly reimburse Contractor for such expenditure (the "**Expense Reimbursement**"), within ten (10) days of Contractor's delivery to Owner of an invoice for same (the "**Expense Due Date**").

(d) If Owner fails to timely pay to Contractor the Service Fee by the Service Fee Due Date or Expense Reimbursement by the Expense Due Date, the outstanding amount shall bear interest from the applicable Due Date at a rate of 1.5% compounded monthly or the highest rate of interests permitted by law, whichever is lower.

3. Term. Subject to the other provisions this Agreement, the obligations of the Parties shall commence on (y) the date the Property is placed in service, if the Property is a new construction development or (z) the Effective Date, if the Property is currently occupied (the "**Commencement Date**") and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall deliver to Contractor written notice 30 days before Commencement Date. It is currently anticipated that the Commencement Date will be January 1, 2027. Thereafter, the Agreement shall automatically renew in one-year increments (each, a "**Renewal Term**," and the Initial Term, as extended by any Renewal Term, collectively, the "**Term**"). Notwithstanding the foregoing, this Agreement may be terminated in any Renewal Term as follows:

(a) upon the mutual written consent of the Parties;

(b) by either Party upon the expiration of the Initial Term, provided that the terminating party shall give the other party at least sixty (60) days advance written notice delivered by the terminating Party to the non-terminating Party; or

(c) in the event the a Party believes the other Party has defaulted in the performance of its obligations under this Agreement, then the non-defaulting Party shall provide the defaulting

Party with a written notice detailing such default; the defaulting Party shall then have ten (10) business days after the date of such notice to cure such default to the non-defaulting Party's reasonable satisfaction; if the defaulting party fails to cure such default to the non-defaulting Party's reasonable satisfaction in such time period, the non-defaulting Party shall have the right to terminate this Agreement immediately by delivering notice thereof to the defaulting Party.

(d) Upon termination of this Agreement, all accrued but unpaid Service Fee shall be paid by Owner to Contractor.

4. Access; Equipment and Cooperation. Owner agrees to allow Contractor and its agents, employees, subcontractors and vendors access to the Property during all reasonable hours. Owner additionally agrees to provide Contractor all equipment reasonably requested by Contractor in connection with Contractor's provision of the Services, including without limitation a flat screen television (at least 32"), a DVD player and internet access. Owner further agrees to reasonably cooperate with Contractor and to provide Contractor with all reasonable information requested by Contractor, in connection with Contractor's provision of the Services.

5. Indemnity.

(a) Contractor agrees to indemnify, defend and hold harmless Owner, its partners or members, as applicable, and their respective partners and members (each, an "**Owner Indemnified Party**"), from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement; provided that, in no event shall Contractor be responsible for the negligence or willful misconduct of an Owner Indemnified Party.

(b) Owner agrees to indemnify, defend and hold harmless Contractor, its directors, officers, partners, employees, agents, successors and assigns (each, a "**Contractor Indemnified Party**") from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to the Property, other than those arising from or incident to any negligence or willful misconduct of a Contractor Indemnified Party in fulfilling the terms of this Agreement.

6. Independent Contractor. The Parties understand and agree that Contractor is an independent contractor engaged in the operation of its own business, that Contractor and its employees shall not be considered to be an agent for employee of, or venturer with, Owner for any purpose whatsoever and further agree that Contractor has no general authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of Owner. Contractor and its employees shall perform all their duties and the services described herein in a manner consistent with this Agreement and the policies generally applicable to the Property (provided that Owner delivers to Contractor such policies). Contractor and its employees will identify and represent to all persons, firms, companies and regulatory authorities that Contractor and its employees are independent contractors and not employees or agents of Owner.

7. Exclusive Agreement. In consideration of Contractor entering into this Agreement, Owner agrees that prior to the sending of a notice of termination of this Agreement pursuant to



Section 3 above, Owner shall not enter any agreement with a third party for the furnishing of similar services without the prior written consent of Contractor.

8. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter of this Agreement.

10. Headings. The subject headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

11. Severability. In case any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Notices. Any notice to be given hereunder must be in writing and shall be deemed given (a) when delivered in person against receipt thereof, (b) two business days after deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid, or (c) when delivered by a commercial courier or messenger service against receipt thereof, and addressed as follows:

If to Owner: Ridgestone Seniors, Ltd.  
7400 Viscount Blvd., Suite 109  
El Paso, TX 79925  
Attention: Roy Lopez

If to Contractor: Better Texans Services, Inc.  
P.O. Box 101295  
Fort Worth, TX 76185  
Attention: Aubrea Hance

Either Party may specify a new address or additional addresses at any time by notice in writing to the other Party given in the manner hereinabove provided.

13. Amendment to Agreement. This Agreement may only be amended by written instrument signed by the Parties.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas, exclusive of said state's conflict and choice of law principles that would result in the application of the laws of another state.

15. Assignment. This Agreement may not be assigned by any Party without the prior written consent of each other Party.

16. Attorneys' Fees. Should a Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing Party in any action pursued in courts of competent jurisdiction (the finality of which is not or cannot be legally contested) agrees to pay to the prevailing Party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys' fees, expended or incurred by the prevailing Party in connection therewith.

17. Jurisdiction and Venue. The Parties agree that the exclusive jurisdiction and venue for any suit, action or proceeding arising out of this Agreement shall be any state or federal court sitting in Tarrant County, Texas, and each party waives, to the extent permitted by law, any and all objections to such jurisdiction and venue.

18. Recitals. The Parties acknowledge the accuracy of the Recitals and incorporate the Recitals into the Agreement for all purposes.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above set forth.

OWNER:

Ridgestone Seniors, Ltd.,  
a Texas Limited Partnership

By: Investment Builders, Inc.,  
its General Partner

By:

  
Name: Roy Lopez  
Title: Senior Vice President

CONTRACTOR:

Better Texans Services, Inc.  
a Texas corporation

By: Aubrea Hance  
Aubrea Hance, President

## **EXHIBIT A**

Contractor hereby agrees to coordinate a combination of services, in its sole discretion, from the following list to ensure a total of ten (10) points:

(A) Transportation Supportive Services include:

- (i) shuttle, at least three days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points); and
- (ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point).

(B) Children Supportive Services include:

- (i) provide a High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of paragraph (S)(C)(i)(I) of this subsection. (Half of the points required under this paragraph); and
- (ii) Twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points).

(C) Adult Supportive Services include:

- (i) Four hours of weekly, organized, in-person, hybrid, or virtual classes accessible to participants from a common area on site to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, homebuyer counseling, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);
- (ii) annual income tax preparation (offered by an income tax prep service) or IRS- certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual) that also emphasizes how to claim the Earned Income Tax Credit (1 point);
- (iii) contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);
- (iv) external partnerships for provision of weekly substance abuse meetings at the Development Site (1 point);
- (v) reporting rent payments to credit bureaus for any resident who affirmatively elects to participate, which will be a requirement of the LURA for the duration of the Affordability Period (2 points); and
- (vi) participating in a non-profit healthcare job training and placement service that includes case management support and other need-based wraparound services to reduce barriers to employment and support Texas healthcare institution workforce needs (2 points).
- (vii) an eviction prevention program operated by a case manager. The case manager may be an employee of the owner or a third-party social service provider and shall be responsible for no more than 50 cases at a time. On at least a monthly basis, the case manager will obtain contact information and past due balances for households that are at risk of eviction for nonpayment of rent. For households that voluntarily choose to participate, the case

manager shall offer an eviction holdoff agreement providing a minimum of 6 months for the household to resolve the past due balance and forgiving any late fees associated with that balance, regardless of whether they have been paid, should the agreement be fulfilled. During the eviction holdoff period, the case manager will offer to meet with the household at least once every other week. The case manager will identify resources in the community that provide emergency rental assistance and other financial support and assist the household in applying for these programs (5 points)

(D) Health Supportive Services include:

- (i) food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);
- (ii) annual health fair provided by a health care professional (1 point);
- (iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points); and
- (iv) contracted onsite occupational or physical therapy services for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points).

(E) Community Supportive Services include:

- (i) partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents (such activities could include playing sports, having a cook-out, swimming, card games, etc.) (2 points);
- (ii) Notary Services during regular business hours (§2306.6710(b)(3)) (1 point);
- (iii) twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes) (1 point);
- (iv) twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.) (1 point);
- (v) specific service coordination services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (3 points);
- (vi) weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement) for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);
- (vii) any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq. which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point);
- (viii) a part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development (2 points); and
- (ix) provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college (2 points).

**Tierra Del Sol Housing Corporation**  
**210 E Idaho, Ste B, Las Cruces, NM 88005**  
**575-541-0477**

**Resident Financial Literacy and Homebuyer Education Program**

Tierra Del Sol Housing Corporation "TDS" will conduct training in Basic Financial Literacy Skills and Homebuyer Education to Ridgestone Seniors residents. Training will be provided quarterly to all residents on-site in Ridgestone Seniors' community room and will include the following program subjects:

- Homebuyer Education
- Identifying strategies for increasing income
- Developing critical thinking skills to support financial decision making
- Identifying and obtaining jobs that pay enough to meet basic needs
- Understanding Employment Stability
- Avoiding loans, fees, and practices that are exploitive, fraudulent, & predatory
- Using debt intelligently to acquire appreciating asset
- Identity Theft Prevention Strategies
- Credit Rebuilding Strategies
- Creating a community network for information and support

Individual family coaching will also be provided to assist residents with Financial Management and Planning and Credit Rebuilding.

TDS Resident Financial Literacy/Homebuyer Education Program staff has extensive experience in Financial Literacy Training and Counseling. Homebuyer Education and Basic Financial Literacy Skills Class will be offered (4) times per year. The scheduling of the sessions will be offered to all residents at pre-arranged times which are convenient. In addition, the Financial Literacy Program can be customized to address the specific financial needs of the residents.

**Resident Financial Literacy and Homebuyer Education Program Budget**

The Financial Literacy/Homebuyer Education Program budget will include:

- \$3,000 annually will be provided from the Ridgestone Seniors operating budget for Program Expenses
- Computers/Internet will be available to the Ridgestone Seniors residents for Financial Literacy Programming and Homebuyer Education purpose in the Clubhouse
- TDS will provide Financial Literacy instructors/counselors to teach classes and provide individual family coaching services

**Tenant Recruitment and Participation**

Ridgestone Seniors residents will be highly encouraged to participate in the Resident Financial Literacy Training Program. TDS staff, in conjunction with property management staff, will market the Program with informational Flyers and at periodic events held in the Clubhouse to identify and recruit prospective residents. Financial Literacy Program goals and requirements will be clearly articulated to residents, so that expectations are understood for the various training sessions. TDS' experience with training programs at existing developments is that resident participation is facilitated when information is conveyed in a clear, friendly, and supportive manner.

  
Rose Garcia / Executive Director

11-8-24  
Date



# **Attachment B-8**

**DUPLICATE RECEIPT VIA WEB**  
**Note: Not a valid proof of payment for a property tax overpayment refund**



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 [www.elpasotexas.gov/tax-office](http://www.elpasotexas.gov/tax-office)

**Certified Owner:**

**RIDGESTONE ESTATES LTD**  
**7400 VISCOUNT BLVD STE 109**  
**EL PASO , TX 79925-4800**

**Legal Description:**

BLK 1 RIDGESTONE LOT 1

**Parcel Address:** 11050 MONTANA AVE  
**Legal Acres:** 8.7847

**Deposit No:** A12082301  
**Validation No:** 900000067736020  
**Account No:** **R459-999-0010-0100**  
**Operator Code:** JESSICAR

**Remit Seq No:** 54715617  
**Receipt Date:** 12/08/2023  
**Deposit Date:** 12/08/2023  
**Print Date:** 11/11/2024 03:19 PM  
**Printed By:** WEB USER

**Prop ID No.: 698252**

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2023	City Of El Paso	TL	1,900,000	0.818875	24,600.64	0.00	0.00	24,600.64
2023	Ysleta Isd	TL	1,900,000	1.281300	38,492.81	0.00	0.00	38,492.81
2023	County Of El Paso	TL	1,900,000	0.458889	13,785.94	0.00	0.00	13,785.94
2023	El Paso Community College	TL	1,900,000	0.115717	3,476.37	0.00	0.00	3,476.37
2023	University Medical Center Of El Paso	TL	1,900,000	0.235650	7,079.40	0.00	0.00	7,079.40
					<b>\$87,435.16</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$87,435.16</b>

> - -

- - <

**Check Number(s):**  
888

**PAYMENT TYPE: PARTIAL PAYMENT**

**Checks:** \$87,435.16

**Exemptions on this property:**  
NHS CAP LOSS

**Total Applied:** \$87,435.16

**Change Paid:** \$0.00

**Account No:** R459-999-0010-0100  
**PAYER** 33354421  
**RIDGESTONE ESTATES**  
**7920 BELT LINE ROAD SUITE 800**  
**DALLAS , TX 75254**

915 212-0106

# **Attachment B-10**

## Ridgestone Seniors

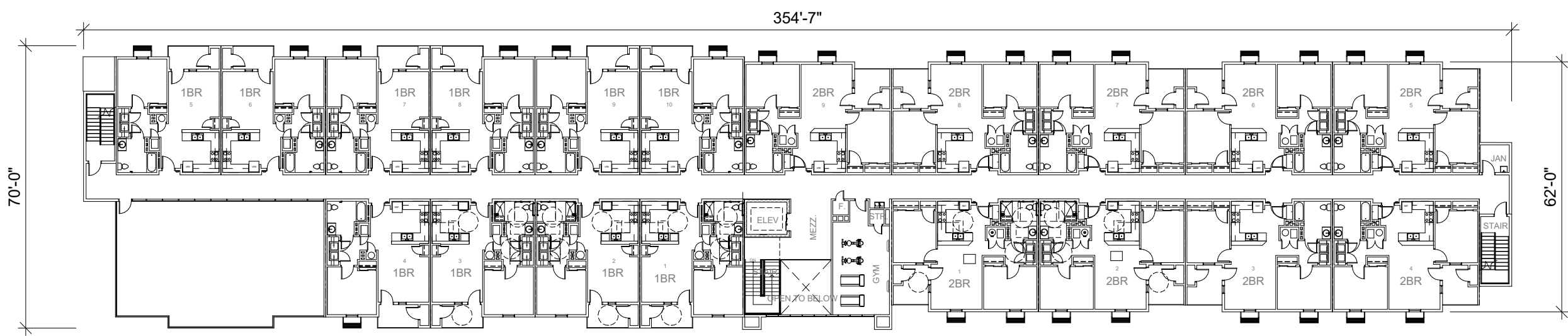


# **Attachment B-11**



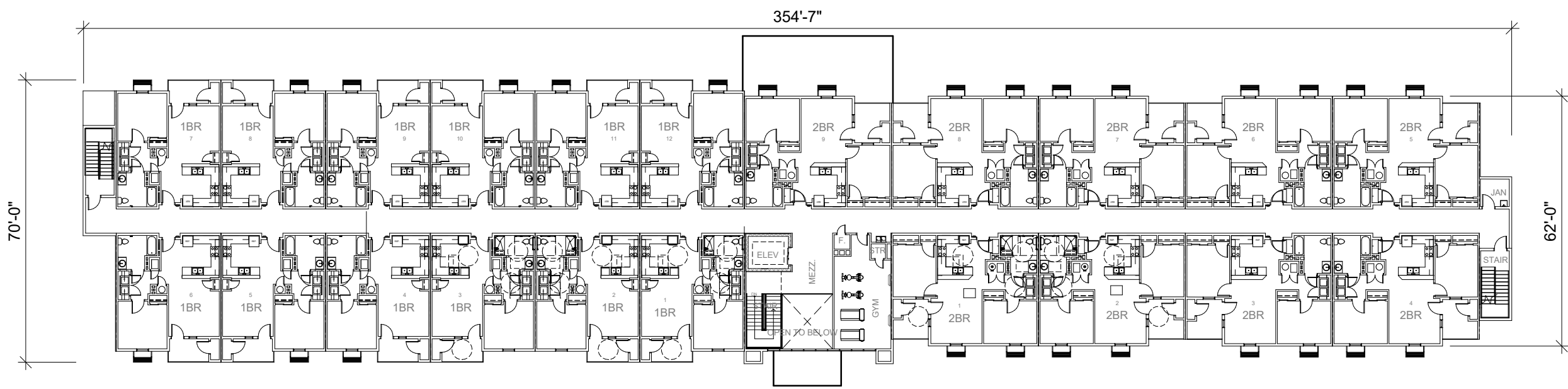
F:\Projects\2024\Projects\41059\_Ridge Stone Senior Drawings\Revised\Ridgestone\_Rs2022\_Tax\_Credit\_2024.rvt  
11/12/2024 9:23:16 AM

D



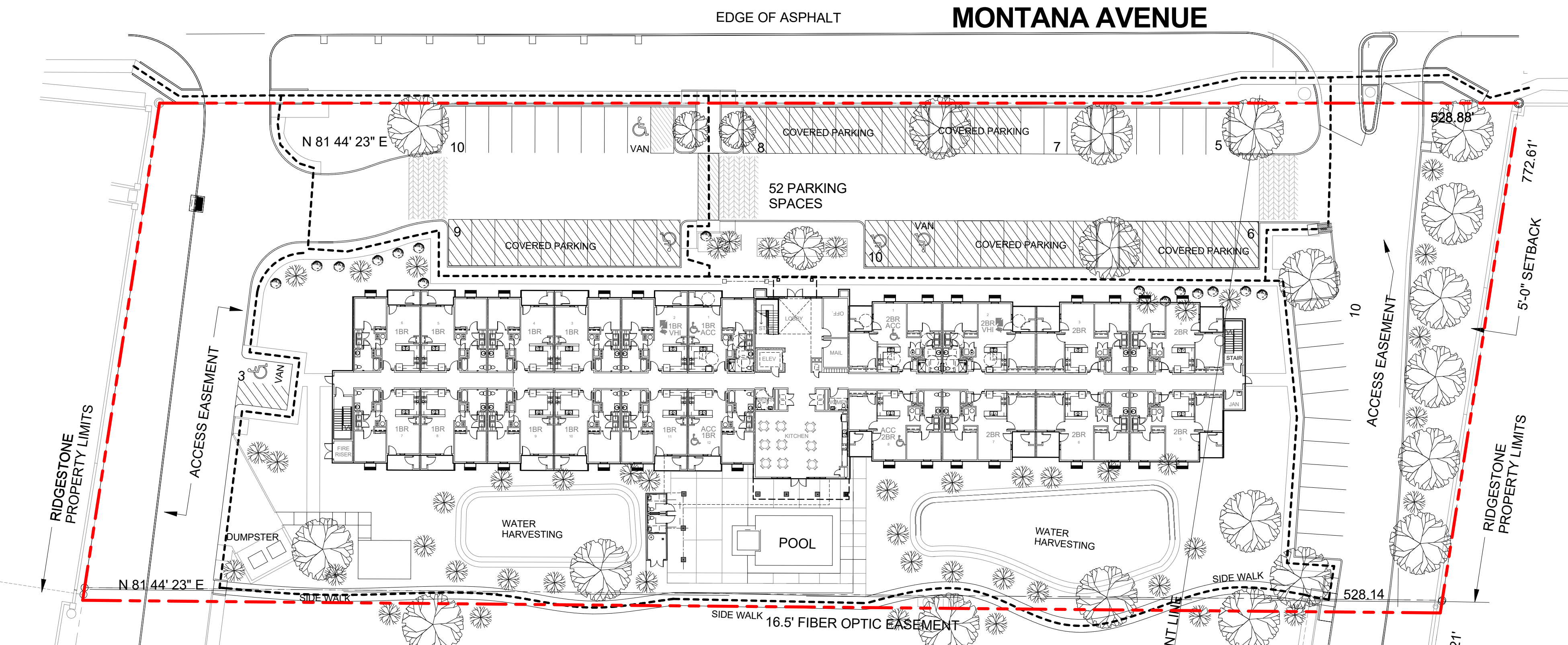
3 RIDGE STONE SITE PLAN  
1" = 30'-0"

C



2 2ND FLOOR PLAN  
1" = 30'-0"

B



1 RIDGE STONE SITE PLAN  
1" = 30'-0"

A

RIDGESTONE SENIOR												
APARTMENT CALCULATIONS												
APARTMENT UNIT TAG							UNITS PER FLOOR	APTS. NRA PER FLOOR	EXTERIOR BALCONIES & STORAGE PER FLOOR	APTS GROSS AREA PER FLOOR	NON RENTABLE PER FOOR	TOTAL BUILDING GROSS AREA PER FLOOR
STANDARD UNITS		HC UNITS		H/V UNITS								
F-1.1	F-2.1	F-1.1	F-2.1	F-1.1	F-2.1							
NRA	710.00	892.00	710.00	892.00	710.00	892.00						
EXTERIOR	76.37	91.00	76.37	91.00	76.37	91.00						
1st FLOOR	9	5	2	2	1	1	20	15,656.00	1,644.44	17,300.44	4,987.83	22,288.27
2nd FLOOR	12	9					21	16,548.00	1,735.44	18,283.44	3,705.45	21,988.89
3rd FLOOR	10	9					19	15,128.00	1,582.70	16,710.70	3,731.51	20,442.21
APTS TOTAL	31	23	2	2	1	1	60	47,332.00	4,962.58	52,294.58	12,424.79	64,719.37
% UNIT TYPE	51.67%	38.33%	3.33%	3.33%	1.67%	1.67%	100.00%					

AREA SUMMARY						UNITS	NRA	EXTERIOR	GROSS	
APARTMENT	22,010.00	20,516.00	1,420.00	1,784.00	710.00	892.00	60	47,332.00	4,962.58	52,294.58
NON RENTABLE AREAS										12,424.79
POOL CABANA								217.00	358.00	575.00
GRAN TOTAL										65,294.37

NON RENTABLE AREA ANALYSIS						
	CIRCULATION	OFFICES	KITCHEN	GYM	RESTROOMS	JANITORS
1st FLOOR	3,333.00	300.48	1,055.35		234.00	65.00
2nd FLOOR	3,225.45			415.00		65.00
3rd FLOOR	3,251.51			415.00		65.00
TOTALS	9,809.96	300.48	1,055.35	830.00	234.00	195.00

PARKING CALCULATION							
PARKING REQ.	22	16	1	1	1	1	42
STANDARD SPACE PROVIDED							63
HC SPACE PROVIDED ( TWO VAN ACCESSIBLE)							5
PARKING PROVIDED							68
BICYCLE RACK							2 - 3 SLOT
COVERED PARKING							36

TRASH DUMPSTER CALCULATION				
UNIT TYPE	F1.1	F2.2		
USERS PER UNIT TYPE	68	104	172	TOTAL USERS
GARBAGE VOLUME / WEEK			20.64	YDS <sup>3</sup> / WEEK
QTY. OF DUMPSTERS			2	DUMPSTRES
DUMSTER CAPACITY			6	YDS <sup>3</sup>
RECOLLECTION			2	A WEEK

ACREAGE SUMMARY			
	S.F.	ACRES	%
TOTAL BLDG. FOOTPRINT	22,863.27	0.625	20.26%
PAVED AREA	33,837.00	0.777	29.98%
SIDEWALKS & CURBS	10,231.75	0.235	9.07%
LANDSCAPE	14,248.00	0.327	12.62%
PONDING AREA	5,500.00	0.126	4.87%
OPEN SPACE	20,790.82	0.477	18.42%
GROSS LAND AREA	112,870.84	2.591	95.22%

SITE LEGEND		
[Symbol]	1 RACK WITH 4 BICYCLE PARKING SPACES	[Symbol] ACCESSIBLE UNIT
[Symbol]	SIDEWALKS GREATER THAN 5'-6" IN WIDTH TROUGH-OUT THE COMPLEX	[Symbol] VISUAL IMPAIRMENT
[Symbol]	CONTINUOUS SIDEWALK WALKING PAD TROUGH-OUT THE COMPLEX	[Symbol] ACCESIBLE ROUTE
[Symbol]	STREET TREES	[Symbol] PROPERTY LINE
[Symbol]	TRAFFIC SPEED OF 20 MILES PER HOUR OR LESS	[Symbol] GAZEBO (2)
[Symbol]	INTERSECTIONS WITH PEDESTRIAN REFUGES, BULB OUTS.	[Symbol] TRASH DUMPSTER
[Symbol]	SPEED TABLES	[Symbol] COVERED PARKING
[Symbol]	ALL SITE LIGHTING IN SMART CONTROL TIMERS	[Symbol] VAN ACCESSIBLE PARKING SPACE



CONSULTANTS

## RIDGESTONE SENIOR

11050 MONTANA AVE, EL PASO, TX 79936

OWNER

INVESTMENT **IBI** BUILDERS INC.

ibitoday.com  
7400 Viscount Blvd. Suite 109,  
El Paso, Texas 79925

NOT FOR  
CONSTRUCTION

MARK	DATE	DESCRIPTION
[Symbol]	241057	
[Symbol]	11/11/24	
[Symbol]	RH	
[Symbol]	F.D.	
SHEET TITLE		
SITE PLAN		
AS-101		





## 2025 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for a resolution of support for the Texas Department of Housing and Community Affairs (TDHCA) as part of the 2025 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Tuesday, November 12, 2024 by 5:00 pm (MST).

### SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Villas at Augusta, Ltd. (Applicant) / Investment Builders, Inc. (Developer)
2. Contact Person: Roy Lopez
3. Applicant Address: 7400 Viscount Blvd., Suite 109, El Paso, Tx 79925  
Phone: 915-255-6588 E-Mail: rlopez@ibitoday.com
4. Name of Proposed Development: Villas at Augusta
5. Proposed Development Address/Location: SWC of Augusta Dr. and Zaragoza Rd., El Paso, Tx 79938
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive):  
9% Regional Competitive

### SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): \$20,755,287
4. Cost per square foot: \$221.41
5. Amount of tax credits being requested of TDHCA: \$2,000,000
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	12	2		2	4	4
2 Bedroom	24	2		13	7	2
3 Bedroom	24			23	1	
4 Bedroom	4			4		
<b>Totals</b>	64	4		42	12	6

7. Is the proposed development site properly zoned for proposed development? Yes ☒ No ☐  
 a. Current Zoning: C-4 C
8. Are property taxes current for the site? Yes ☒ No ☐  
 If yes, provide a copy of current property tax receipt, or print-out from:  
[https://actweb.acttax.com/act\\_webdev/elpaso/index.jsp](https://actweb.acttax.com/act_webdev/elpaso/index.jsp) Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes ☐ No ☒
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

### SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: \$ N/A  
 Or, total amount of requested fee waiver from the City of El Paso: \$ 500.00
2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):
- |   |               |
|---|---------------|
| Acquisition:                                | \$ <u>N/A</u> |
| Design/Soft Costs:                          | \$ _____      |
| New Construction of Housing Units:          | \$ _____      |
| Rehabilitation/Conversion of Housing Units: | \$ _____      |
| Funds from other sources:                   | \$ _____      |
| Total Project Cost:                         | \$ _____      |
3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):
- How many of the existing dwelling units are occupied? N/A Vacant? \_\_\_\_\_
- If completely vacant, how long has the property been vacant? \_\_\_\_\_
- Are any of the units owner-occupied? \_\_\_\_\_
- Will Temporary or permanent relocation be required? \_\_\_\_\_
4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than \$200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.
- Do you agree to meet or exceed the Section 3 requirements noted above? Yes ☐ No ☐
5. Submit the following financial documents (for those requesting HOME/CDBG funds):
- Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
  - Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):

- a. Copy of Relocation Plan. Submit as Attachment C-6.a.
- b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.
- c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

**Please note:** Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.

#### SECTION D. CERTIFICATIONS

### RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 12, 2024 BY 5:00 PM (MST).

**Submittals received after 5:00 pm on November 12, 2024 MST will not be considered for support.**

Applications must be submitted by emailing a link to your application contained within a file sharing service to **DCHDFacilities@elpasotexas.gov**. Please notify DCHD staff by emailing DCHDFacilities@elpasotexas.gov that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the approval letter of a waiver for electronic submission.

### 4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR.

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required): \_\_\_\_\_

Printed Name/Title: Roy Lopez

Date: 11/11/2024

FOR STAFF USE ONLY: Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Review for Completeness by: \_\_\_\_\_

**Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals**

<b>Value Statement</b>	<b>Total Points</b>	<b>Evaluation Criteria and/or Scoring Breakdown (points)</b>	<b>Plan El Paso Reference</b> (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies referenced below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)
1. Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region	35	<p>a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units proposed as compared to the development with the greatest number of units. (ex. Development X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points x 50% = 7.5 points).</p> <p>b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units compared to the development with the greatest number of 30% AMI units.</p> <p>c) 7 points for the development with the most units for households between 31% and 60% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units compared to the development with the greatest number of 31%-60% AMI units.</p> <p>d) 5 points for the development with the greatest number of units produced per amount of tax credit.</p>	Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)
2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services	20	<p>Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services.</p> <p>Categories of Services:</p> <p>a) Education (5 pts)</p> <p>b) Economic development/workforce and entrepreneurial development (including homeownership programs) (10 pts)</p> <p>c) Supportive/social services (5 pts)</p>	<p>Goal 5.12 - Museum &amp; Cultural Affairs</p> <p>Goal 5.14 - Schools</p> <p>Goal 5.17 - Civic Buildings</p> <p>Goal 7.12 - Educational Opportunities</p> <p>Goal 9.3 - Access to Healthcare (Policy 9.3.1)</p> <p>Goal 6.1 Housing Supply; supportive housing (Policy 6.1.3)</p> <p>Policy 10.7.6: Promote behavioral changes and consumption patterns that conserve energy</p> <p>Goal 10.16: Reduce "Food Miles" or the distance that food must travel to El Paso, and the associated pollution and fuel consumption associated with long-distance food transport.</p>

3. Residents given an opportunity for inclusiveness and afforded an opportunity to access public services	10	<p>Categories:</p> <p>a) No physical barriers separating the development from the neighborhood and commercial/public services (4 pts)</p> <p>b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts)</p> <p>c) Development has a mix of units at various income levels to include 80% AMI and/or market rate. (3 pts)</p>	<p>Goal 2.1 - Smart Location Principles</p> <p>Goal 2.2 - Neighborhood Patterns</p> <p>Goal 4.2 - Complete Streets (Policy 4.2.8)</p> <p>Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8)</p> <p>Goals 5.8 &amp; 5.9 - Parks</p> <p>Goal 6.1 - Housing Supply (Policies 6.1.1, 6.1.2 &amp; 6.1.7)</p> <p>Goal 6.2 - Existing Neighborhoods (Policy 6.2.1)</p> <p>Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3)</p> <p>Goal 9.3 - Access to Healthcare</p> <p>Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy 10.6.3) .</p>
4. Local presence and long-term accountability in El Paso	15	<p>Applicant has:</p> <p>a) Past experience involved in a development team constructing, operating and/or providing affordable housing for residents who fit the demographic profile to be served in El Paso (4 pts)</p> <p>b) A staff presence in El Paso of at least 5 employees (4 pts)</p> <p>c) 5 or more years experience as part of a development team financing, building, operating or managing affordable housing in El Paso (4 pts)</p> <p>d) Commitment to extended affordability beyond 30 years. (1 point for every 5 years of extended affordability beyond 30 years) (up to 3 pts)</p>	N/A

5. Meets City smart growth initiative as set out in Plan El Paso	20	<p>Each project will be evaluated and scored by City of El Paso staff.</p> <p>Tier 1 projects can score up to 20 points under this category.</p> <p>Tier 2 projects can score up to 10 points under this category.</p> <p>This is intended to prioritize Tier 1 projects while not ruling out creative, impactful projects in Tier 2.</p> <p>(See attached maps of Tier 1 and Tier 2 Areas)</p>	<p>Goal 1.1 - Downtown (If proposed project is located downtown)</p> <p>Goal 1.2 - Traditional Neighborhoods (Policy 1.2.3)</p> <p>Goal 1.3 - Neighborhood Retrofits; bus routes and RTS stops (Policies 1.3.1 &amp; 1.3.2)</p> <p>Goal 1.4 - New Neighborhoods</p> <p>Goal 1.5 - Outward Expansion</p> <p>Goal 1.9 - Industrial Lands (Policy 1.9.4)</p> <p>Goal 1.10 - Growth Areas and Overlays (Policies 1.10.3 - 1.10.5)</p> <p>Goal 2.1 - Smart Location Principles</p> <p>Goal 4.1 - Compact Urban Areas (Policy 4.1.2)</p> <p>Goal 4.7 - Air Quality (Policies 4.7.1 &amp; 4.7.3)</p> <p>Goal 4.11 - Public Transportation (Policies 4.11.2, 4.11.3 &amp; 4.11.6)</p> <p>Goal 6.1 - Housing Supply (Policies 6.1.1 - 6.1.3, 6.1.7)</p> <p>Goal 6.2 - Existing Neighborhoods (Policy 6.2.1)</p> <p>Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3)</p> <p>Goal 6.4 - Housing Affordability</p> <p>Goal 7.3 - Dynamic Walkable Neighborhoods (Policy 7.3.3)</p> <p>Goal 7.11 - Complete Streets</p> <p>Goal 9.4 - Exposure to Environmental Risk (Policies 9.4.1a, 9.4.1c, 9.4.1e)</p> <p>Goal 9.5 - Encourage Physical Activity Through Design (Policies 9.5.4 &amp; 9.5.6)</p> <p>Goal 9.6 - Encourage Well-Being (Policy 9.6.6)</p> <p>Goal 10.5 - Stormwater; (Policy 10.5.2, Policy 10.5.7, Policy 10.5.9)</p> <p>Goal 10.6 - Atmosphere; promote both roof and non-roof strategies to mitigate the urban heat island effect (Policy 10.6.9).</p> <p>Goal 10.7 - Energy/Public transit (Policy 10.7.2).</p> <p>Goal 10.8: Protect and enhance ecologically sensitive areas such as aquifer recharge zones, hillsides, bosques, arroyos, wetlands, and plants and wildlife resources.</p> <p>Goal 10.9: Preserve the valuable natural resources of the mountain and hillside areas and minimize the exposure of potential environmental hazards associated with their development.</p> <p>Goal 10.10: Protect the community from risks associated with geologic conditions</p> <p>Goal 10.13: Protect City residents from the effects of excessive noise or vibration.</p> <p>Goal 10.14: Improve public safety by developing appropriate lighting and control standards.</p>
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TOTAL POSSIBLE POINTS 100



1. Regional Land Use Patterns			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
<b>Downtown</b>			
<b>Goal 1.1:</b> The City of El Paso places the highest priority on the reinvigoration of Downtown, whose strategic location, walkable blocks, and historic buildings will once again make Downtown a vibrant destination and center of culture, shopping, government, and the arts. These policies, and the policies in the Downtown Element of <i>Plan El Paso</i> , apply to land in the G-1 "Downtown" growth sector on the Future Land Use Map.	<b>Policy 1.1.1:</b> City policies and programs should encourage the rehabilitation of upper stories of existing Downtown buildings as office, retail, entertainment, and residential space. Financial incentives should be considered to encourage investment from the private sector.	For developments in the G-1 "Downtown" Future Land Use Area, the development includes rehabilitation of existing buildings.	1
		For developments in the G-1 "Downtown" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
	<b>Policy 1.1.2:</b> The City encourages new multi-story mixed-use buildings with windows and doors facing all sidewalks to be constructed on vacant lots. The City will not require any on-site parking for buildings Downtown.	For developments in the G-1 "Downtown" Future Land Use Area, the development includes new construction with three or more habitable stories.	1
	<b>Policy 1.1.3:</b> Downtown redevelopment strategies will include new and improved civic buildings and civic spaces, plus shared parking for residents, employees, and visitors.	For developments in the G-1 "Downtown" Future Land Use Area, the development utilizes shared parking agreements with existing private or municipal parking resources to satisfy at least 50% of its required off-street parking.	1
<b>Traditional Neighborhoods</b>			
<b>Goal 1.2:</b> The City of El Paso highly values the traditional neighborhoods that were laid out in all directions from Downtown and will maintain and improve their highly walkable character, transit accessibility, diverse mix of land uses, and historic building stock. These policies apply to land in the G-2 "Traditional Neighborhood" growth sector on the Future Land Use Map. Also see goals and policies in the Urban Design Element.	<b>Policy 1.2.3:</b> Vacant and underutilized parcels in and around the City's traditional neighborhoods can be excellent locations for redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons. Redevelopment of such sites should mesh with the scale and character of these existing neighborhoods rather than imposing a suburban or high-rise model on traditional neighborhoods. The City's zoning and development regulations should be modified accordingly. Additional infill incentives should be considered by the City.	For developments in the G-2 "Traditional Neighborhood" Future Land Use Area, the development's structures show a general conformance with the scale and character of the existing neighborhood (defined as those residential properties within a 1/4 mile proximity of the subject property) in terms of building height and residential density.	1

Neighborhood Retrofits			
<p><b>Goal 1.3:</b> The City of El Paso wishes to diversify its post-war and suburban neighborhoods in strategic locations in order to increase the variety of housing options, including rowhouses, apartments, and condominiums, and to expand opportunities for employment and neighborhood shopping without requiring long car trips.</p>	<p><b>Policy 1.3.1:</b> Most neighborhoods, even new ones, would benefit from a greater variety of activities within walking and bicycling distance. For instance, a greater number of smaller parks are preferable to a few larger ones that are accessible only to those with a private vehicle. Likewise, smaller schools often become the centerpiece of their neighborhoods rather than distant facilities to which most students must be driven or bused each day. This policy is most applicable within the G-3 "Post-War" and G-4 "Suburban" growth sectors on the Future Land Use Map.</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> <li>a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units</li> <li>b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"</li> </ul>	1
		<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall be located within a 1/2 mile walking distance from an existing elementary, middle or high school. The entirety of the path from the development to the school must be served by sidewalks.</p>	1
	<p><b>Policy 1.3.2:</b> Sun Metro bus routes and rapid transit system (RTS) stops and transfer centers offer independence to those who live in drivable neighborhoods but do not have access to a car. The land near transfer centers and RTS stops offers major redevelopment opportunities to take special advantage of those facilities. These locations are designated as overlays on the Future Land Use Map (see Goal 1.10).</p>	<p>For developments in the G-3 "Post-War" or G-4 "Suburban" Future Land Use Areas, the development shall either:</p> <ul style="list-style-type: none"> <li>a. Locate within a 1/2 mile walking distance from an existing or future RTS stop</li> <li>b. Locate within a 1/4 mile walking distance from an existing standard Sun Metro bus stop</li> </ul> <p>In either case, the entirety of the path from the development to the transit stop must be served by sidewalks.</p>	1
Outward Expansion			
<p><b>Goal 1.5:</b> The City of El Paso has grown primarily by outward expansion. This pattern has become untenable because the undevelopable wedges created by Fort Bliss and the Franklin Mountains have forced outward expansion so far from central El Paso. The amount of commuting required by this development pattern throughout the City will be increasingly impractical in an era of high gasoline prices and the need to control climatic changes caused in part by overuse of fossil fuels. The City of El Paso will be cautious about authorizing further outward expansion until it can be demonstrated to be essential to accommodate growth and the land to be</p>	<p><b>Policy 1.5.2:</b> This plan discourages urban development of irrigated farmland along the Rio Grande, which is designated in the O-3 "Agriculture" open-space sector. The City and EPWU-PSB should ensure that their individual regulations are complementary and do not encourage unnecessary development of irrigated farmland. Consideration needs to be given to incentivizing preservation of agricultural lands, including conducting a full evaluation of best practices that could mitigate their full development.</p>	<p>The development is located in any of the Future Land Use Areas listed here:</p> <ul style="list-style-type: none"> <li>a. O-1 "Preserve"</li> <li>b. O-2 "Natural"</li> <li>c. O-3 "Agriculture"</li> <li>d. O-5 "Remote"</li> </ul>	-2

developed is an excellent location for expansion.	<b>Policy 1.5.3:</b> Arroyos are ravines carved over many years by rainfall moving across the earth. Arroyos feature a high degree of biodiversity and are an important part of the local ecology and landscape and the regional drainage pattern. This plan discourages urban development of remaining critical arroyos	The development is located within, or causes the disturbance of a FEMA designated arroyo.	-2
Outward Expansion			
<b>Goal 1.9:</b> The regional economy depends heavily on manufacturing. The City of El Paso will designate ample land that is well-suited for industrial facilities that are best located north of the border and will ensure that industrial facilities do not adversely affect the health, safety, or welfare of the community. These policies apply to land in the G-7 “Industrial” growth sector on the Future Land Use Map.	<b>Policy 1.9.5:</b> Obsolete industrial sites and railyards pose technical challenges to redevelopment but are often ideally located within the City to offer new choices and opportunities for El Paso residents. The City should take affirmative steps to maximize this potential. These sites are generally in the G-7 "Industrial" growth sector on the Future Land Use Map.	For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development includes a mixed-use component or multiple uses, such as office, retail, or entertainment that is in addition to residential space. Uses that are intended for exclusive use of residents in low income housing shall not qualify.	1
		For developments in the G-7 "Industrial and/or Railyards" Future Land Use Area, the development shall either: a. Provide, on site, at least 1.5 acres of parkland for every 100 dwelling units b. Locate within 1/2 mile of existing parkland that satisfies the parkland calculation described in "a"	1
2. Urban Design			MAXIMUM POINTS: 4
Goal	Policy	Criteria	Points
Smart Location Principles			
<b>Goal 2.1:</b> The City should change its growth pattern away from continuous outward expansion and toward integrated growth that minimizes environmental damage, reduces the need for excessive travel by private automobile, and can be served by public transportation.	<b>Policy 2.1.2:</b> Preferred locations for new development are sites near areas with a minimum of 90 intersections per square mile, as measured within ½-mile of the project’s boundary.	The development's surroundings have a minimum of 90 intersections per square mile, as measured within 1/2 mile of the project's boundary.	1
	<b>Policy 2.1.3:</b> Construction of high-rise buildings should be encouraged only in areas well-served by public transit.	The development includes new construction with three or more habitable stories in areas within 1/2 mile of a RTS or Streetcar route.	1

<b>Policy 2.1.4:</b> Development is encouraged to integrate jobs into or near residential neighborhoods, or to re-balance existing communities by adding jobs within a ½-mile radius of residential neighborhoods or by adding residences within a ½-mile radius of concentrations of jobs.	The development either: a. provides on-site commercial and/or office space in which potential employers may establish b. locates within a 1/2 mile walking distance of an existing retail/office/manufacturing employment center. The path from the development to the employment center must be served by sidewalks.	1
<b>Policy 2.1.6:</b> Development is encouraged along existing or planned bicycle networks where additional segments and/or secure bicycle storage can be added to the network.	For developments located along thoroughfares outfitted with existing dedicated bicycle infrastructure (such as a dedicated bicycle lane), the site shall provide at least 1 bicycle parking space or bicycle storage container for every 5 dwelling units.	1
<b>Policy 2.1.7:</b> Development is discouraged on sites or portions of sites within the 100-year or moderate-risk floodplains as defined by the Federal Emergency Management Agency (FEMA). Where development must occur within floodplains, development should be located on previously developed floodplains or in nonconveyance areas without flooding potential.	The development is located within a 100-year or moderate-risk floodplain as defined by FEMA.	-1
<b>Policy 2.1.10:</b> Development is discouraged on land with slopes greater than 15% and on land designated O-2 "Natural" on the Future Land Use Map.	The development is located in a O-2 "Natural" Future Land Use Map Area, or on land on which more than 20% of the site area has slopes greater than 15%	-2
<b>Policy 2.1.11:</b> Development is discouraged on sites where imperiled species or ecological communities have been identified.	The development is located on sites where imperiled species or ecological communities have been identified.	-2
<b>Policy 2.1.14:</b> Development is strongly discouraged on irrigated farmland unless the proposed development commits to permanently keep at least 50% of the land for farming or to subdivide the land into tracts that are themselves large enough to support small-scale farming.	For project's located on land that is currently or recently was utilized as irrigated farmland, the development commits to permanently keep at least 50% of the land area for farming.	1

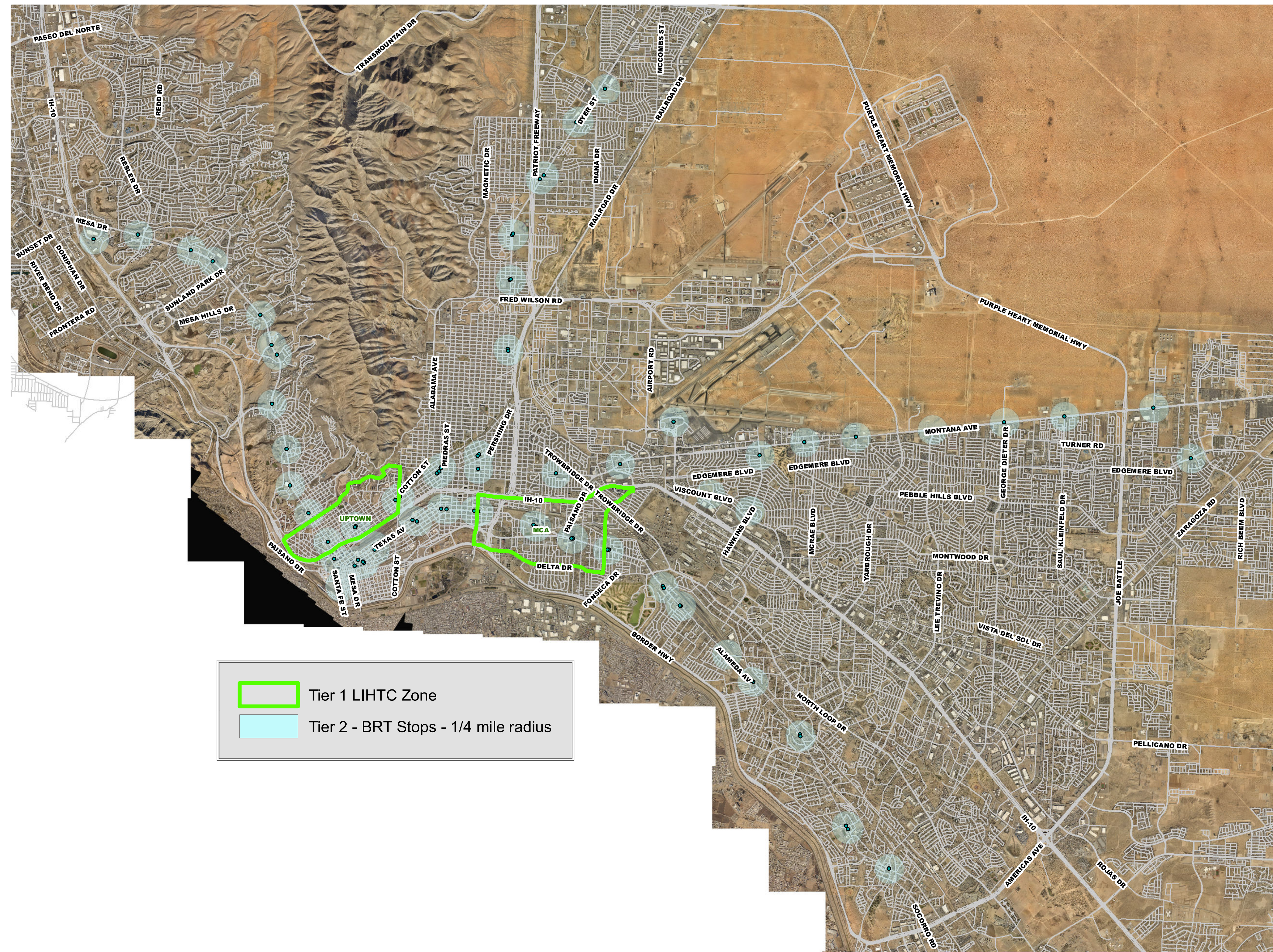
6. Housing			MAXIMUM POINTS: 2
Goal	Policy	Criteria	Points
<b>Housing Supply</b>			
<b>Goal 6.1:</b> Maintain a sustainable and efficient housing supply for all residents of El Paso.	<b>Policy 6.1.1:</b> Strive to distribute a variety of housing types throughout the City to expand choices available to meet the financial, lifestyle, and cultural needs of El Paso's diverse population. Strongly encourage housing types that take into account non-traditional households and multi-generational families.	The project provides at least two types of housing from the following list of building types: a. Apartment building b. Mixed-Use building c. Townhome/Rowhouse d. Duplex/Triplex/Quadruplex The building type containing the smallest number of dwelling units shall nevertheless contain at last 20% of the project's total number of dwelling units.	1
<b>Existing Neighborhoods</b>			
<b>Goal 6.2:</b> Preserve and revitalize El Paso's existing neighborhoods.	<b>Policy 6.2.1:</b> Actively seek opportunities to retrofit suburban subdivisions to improve connectivity, add high quality parks, and introduce limited commercial uses where possible.	The development includes commercial space in which neighborhood serving retail businesses capable of serving surrounding residents as well as affordable housing residents may locate. The commercial space shall have a minimum 1,000 square feet of contiguous floor space.	1
<b>Walkable Neighborhoods</b>			
<b>Goal 6.3:</b> El Paso's neighborhoods should become the most connected and walkable in the southwest.	<b>Policy 6.3.1:</b> The City should encourage all new residential developments to be complete and connected, using the design principles under Goals 2.1 through 2.6 of the Urban Design Element, City-developed rating systems, SmartCode, and/or national standards such as LEED-ND as tools to assess the design of proposed developments.	All residential buildings earn a LEED Silver certification or higher	1
<b>Housing Affordability</b>			
<b>Goal 6.4:</b> Expand opportunities for affordable housing through new tools, technologies, and partnerships.	<b>Policy 6.4.1:</b> Adopt the "Housing + Transportation" formula developed by the Center for Neighborhood Technology as a tool to determine the true cost of living in various locations around El Paso.	The development is located in a census tract whose Housing + Transportation costs exceed 50% of per capita income for that census tract.	-2
9. Health			MAXIMUM POINTS: 1
Goal	Policy	Criteria	Points
<b>Environmental Risk Factors</b>			

<b>Goal 9.4:</b> Reduce exposure to environmental risk factors.	<b>Policy 9.4.1:</b> Reduce risk of injury and fatality due to vehicular accidents. a. Lower design speeds on existing and proposed streets and highways. Retrofit streets to be more pedestrian-friendly. Include on-street parking and street trees as barriers between pedestrians and moving travel lanes and which increase visual friction to discourage speeding. Include wide sidewalks and narrower travel lanes. Minimize crossing distance at intersections with pedestrian refuges, bulb-outs, speed tables, and other strategies.	If the development utilizes an internal vehicle circulation network, the thoroughfares utilize pedestrian-friendly design elements, including at least two of the following: a. design speeds of 20 miles per hour or lower b. sidewalks greater than 5 feet in width c. street trees d. intersections with pedestrian refuges, bulb-outs, speed tables, et cetera	1
	<b>Policy 9.4.1:</b> Reduce risk of injury and fatality due to vehicular accidents. e. Promote the use of woonerven (a woonerf is a street in which pedestrians and cyclists have legal priority over automobile drivers, and which exhibit extremely low design speeds), shared spaces, curbless streets, and stripe-free zones as ways to create very traffic calmed residential streets that need less right-of-way than conventional streets. Use highly textured road beds to slow traffic.	If the development utilizes an internal vehicle circulation network, <i>woonerven</i> are utilized.	2
<b>Physical Activity</b>			
<b>Goal 9.5:</b> Encourage physical activity through the design of the built environment.	<b>Policy 9.5.6:</b> Integrate walkable neighborhood design with transit stations according to techniques and policies described in Regional Land Use Patterns, Urban Design, and Housing Elements.	For developments located on local or collector thoroughfares, as determined by the Major thoroughfare Plan, at least 50% of units are located within 15 feet of the property line facing a public right-of-way, and the entrances face the public right-of-way.	1
<b>10. Sustainability</b>			<b>MAXIMUM POINTS: 1</b>
<b>Goal</b>	<b>Policy</b>	<b>Criteria</b>	<b>Points</b>
<b>Stormwater</b>			

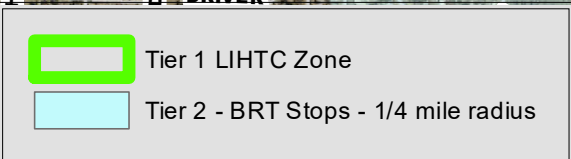


<b>Goal 10.5:</b> Protect the community from floods and reduce the risk of flood damage.	<b>Policy 10.5.9:</b> Design necessary flood control facilities to blend with and enhance developments through concepts such as park-ponds and retention of natural arroyos. Design stormwater retention facilities so they may be used during dry months.	If on-site ponding is required, it is designed to serve as a park-pond.	1
<b>Atmosphere</b>			
<b>Goal 10.6:</b> Reduce greenhouse gas emissions to meet the national ambient air quality standards for all air pollutants in the El Paso area and mitigate the heat island effect.	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using vegetated roofs.	At least 50% of buildings feature vegetated roofs	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. a. Roof Strategies. Create shade for roofs by using pergolas, solar panels, and other devices to shade parking garages, and flat and sloped roofs.	At least 50% of building roof area is shaded via pergolas, solar panels, or other devices.	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by installing vegetative ground cover and trees in planting strips, swales, and verges instead of pavement or dark rocks.	The development utilizes bioswales to filter stormwater.	1
	<b>Policy 10.6.9:</b> Promote both roof and non-roof strategies to mitigate the urban heat island effect. B. Non-roof Strategies. Create shade for the ground by minimizing surface parking lots and the size of expanses of asphalt and other low albedo paving surfaces.	Greater than 25% of the lot area is developed with impermeable surfaces, to exclude buildings.	-1
<b>Noise and Vibration</b>			
<b>Goal 10.13:</b> Protect City residents from the effects of excessive noise or vibration.	<b>Policy 10.13.1:</b> Discourage residential development in areas with high noise generators such as airports, freight railway tracks, or grade separated highways, without noise mitigation measures.	The development is located either: a. within 1/2 mile of an airport b. along a grade separated highway, freeway/expressway, or super arterial	-1

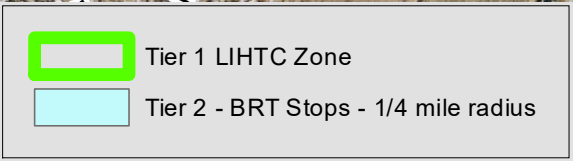














# **Attachment B-2**

## City of El Paso Evaluation Criteria

### How this development meets the criteria for Value Statement 1:

This proposed affordable housing apartment community will meet or exceed all of the desired living conditions promoted by TDHCA in this year's competitive housing tax credit application cycle.

Future residents will enjoy living in a well-designed and equipped family community on a 3.53-acre site in a safe and vibrant neighborhood with a poverty rate of 11.8%. Located at the SWC of Augusta Drive and N Zaragosa Road in a 1<sup>st</sup> quartile census tract just off Montana rapid transit corridor, residents will be close to supermarkets, retail outlets, restaurants, good schools, healthcare facilities and a number of other neighborhood amenities and conveniences.

This 64-unit development will consist of twelve (12) one-bedroom, twenty-four (24) two-bedroom, twenty-four (24) three-bedroom and four (4) four-bedroom units that will serve all households as presented in the Unit Mix Schedule in Section B, Item 6. We have made every effort to provide the highest number of affordable units with the amount of tax credits available for this development.

In addition to all of the neighborhood amenities available to these residents, such as full-service grocery store, healthcare facility, proximity to public parks and public transportation, **the development amenities provided at no additional cost to the residents** are normally found only in upscale apartment communities. These amenities include: one covered parking space for each unit; a swimming pool; a fully furnished exercise facility in the clubhouse; a full complement of Energy-Star appliances including a large refrigerator; a gas stove and oven; a built-in microwave, a dishwasher and a full-size washer and dryer in each unit. Energy-Star rated ceiling fans and lighting as well as all other mandatory development amenities not listed above will be provided as required by TDHCA.

The development will also incorporate many Green Building features to lower the impact on the local environment and provide utility cost savings to the residents. High efficiency 15-Seer refrigerated air conditioning will provide comfort as well as use less electricity and save on El Paso's scarce water resources by not using evaporative cooling. All windows will be Energy-Star rated and walls and ceilings will be insulated with R-15/R-30 values respectively. Native plants and drip irrigation will be used to conserve water as well.

Funding sources for this development are expected to come from (1) a conventional mortgage loan of \$3,774,000 at 7.00% interest with payments amortized over 40 years; (2) tax credit equity of \$16,598,340 and (3) deferred developer fee of \$382,947 to be paid from the development's operating cash flow during the initial fifteen-year compliance period. These amounts will provide the \$20,755,287 of total development funds needed to build this development.



The Applicant's goal is to provide safe, high quality affordable housing for economically disadvantaged individuals and families who are trying to improve their quality of life. The Applicant's twenty-nine (29) years of experience in providing affordable housing to those in need has taught them that the Housing Tax Credit Program is the best method available to accomplish this goal while maintaining the financial viability to sustain the project over its extended affordability period of forty-five (45) years. Indeed, this development could not be built without an award of 9% competitive tax credits.

## **How this development meets the criteria for Value Statement 2:**

The proposed Villas at Augusta development will provide support to assist its residents in breaking the cycle of poverty and support upward mobility by either directly providing or facilitating social services in the following categories:

- a) Education – the Applicant has contracted with Better Texans Services, Inc. to provide (1) ESL classes; (2) computer training; (3) GED preparation classes; and (4) health education courses.
- b) Economic development – the Applicant has contracted with Tierra Del Sol Housing Corporation (TDS) to conduct training in Basic Financial Literacy Skills and Homebuyer Education. TDS will also assist families with Financial Management and Planning, and Credit Rebuilding.
- c) Supportive/social services – the Applicant has also contracted with Better Texans Services, Inc. to provide the following supportive/social services: (1) annual income tax preparation; (2) food pantry; (3) health fair; (4) Notary Services; and (5) on-site social events.

## **How this development meets the criteria for Value Statement 3:**

The residents of the proposed development will be given the opportunity for inclusiveness and afforded and opportunity to access public services by satisfying the following evaluation criteria:

- a) **No physical barriers** – Although the development will have perimeter fencing, the design of the development will be such that it will have gateway openings for the residents to access the surrounding neighborhoods and commercial businesses in the area. The site will have sidewalks and ADA compliant sidewalks, ramps and parking, so there will be no barriers to the neighboring community and commercial/public services.
- b) **Gathering points** – The proposed development will be designed to include gathering points such as community space in the clubhouse; picnic tables; playground and swimming pool that residents may enjoy and invite friends/children from the surrounding neighborhood.

- c) **Unit Mix** – The proposed development is designed to have a mix of various income levels including 30%, 50%, 60% and 80%/Market of area median family income households.

#### **How this development meets the criteria for Value Statement 4:**

The applicant has a local presence and long-term accountability in El Paso:

- a) Past experience – Investment Builders, Inc. (IBI) is a Texas corporation formed in September, 1993 and completed its first tax credit project in El Paso in 1995. IBI has since developed, built, managed and owned more than 40 affordable housing developments containing more than 3,000 units serving residents at or below 60% of the Area Median Family Income. Thirty of these developments are in the City of El Paso.
- b) A staff presence in El Paso of at least five (5) employees – IBI is led by highly qualified and professional individuals, each providing extensive experience in their respective areas. IBI currently has a full-time office staff of six (6) employees and a full-time field staff of four (4) employees, all working from its office located at 7400 Viscount, Suite 109, El Paso, Texas 79925. Each of these employees has been with the Company for more than ten (10) years.
- c) Five (5) or more years of experience as part of a development team, financing, building, operating or managing affordable housing in El Paso – As noted in item 4(b) above, each of the employees referenced has been involved in every phase of developing, obtaining financing, building, owning and managing affordable housing since 1993.
- d) Commitment to extended affordability beyond thirty (30) years – A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least forty-five (45) years.

#### **How this development meets the criteria for Value Statement 5:**

The proposed development meets City smart growth initiative as set out in Plan El Paso by meeting the following policy goals:

The final design and construction of the development will adhere to smart growth general design principles to ensure that it accommodates and maximizes the social, economic and environmental opportunities of the smart growth plan for El Paso. Pursuant to receiving a support letter from the City of El Paso and award by TDHCA, the final design will incorporate the following smart growth elements, see attached site plan for additional detailing:

**Goal 1.4 New Neighborhoods** – the proposed development will be located in a G-4 developing area of El Paso. There are numerous amenities including retail, grocery, schools and parks within a mile of the proposed site.

**Goal 1.10.5 Growth Areas and overlays** – the proposed development is proposed for families with a suburban G-4 area which will provide a greater variety of housing choices among the single-family residences in the area.

**Goal 2.1 Smart Location Principals** – the proposed development site will be located within a mile of a transit bus stop. The design team is considering the inclusion of bicycle parking to allow residents travel options other than private automobiles.

**Goal 4.1 Compact Urban Area** – the proposed development is proposed for families within a suburban G-4 area which will provide a greater variety of housing choices and many essential amenities within walking and biking distance and limited automobile driving distances.

**Goal 4.7 Air Quality** – the proposed development will present the opportunity to increase travel choices by the location near public transportation and community amenities which will reduce travel time with private automobiles.

**Goal 4.11 Public Transportation** – the proposed development will be located in a G-4 suburban area that will be just off the Montana rapid transit corridor and within walking and limited driving distance of numerous amenities.

**Goal 6.1 Housing Supply** – the proposed development will offer housing choice to meet the financial, lifestyle and cultural needs of El Paso's diverse population, non-traditional and multi-generational families. The development will service individuals and families with special needs including veterans, homeless, children aging out of foster care and persons with disabilities.

**Goal 6.2 Existing Neighborhoods** – the proposed development is situated among several single-family neighborhoods. This will be a small apartment building to integrate into the existing neighborhood.

**Goal 6.3 Walkable Neighborhoods** – the proposed development will allow residents to connect to the city around them with the Montana rapid transit corridor and the public bus stop at Edgemere. Sidewalks will be designed to connect to the sidewalks into the surrounding neighborhood.

**Goal 6.4 Housing Affordability** – the proposed development expands the availability of affordable housing and housing choice in El Paso.

**Goal 7.3 Dynamic Walkable Neighborhoods** – the proposed development is new development to balance housing opportunities, retail, services and employment with walkable and limited driving connectivity.

**Goal 9.4 Exposure to Environmental Risk** – the Applicant will work with the city to reduce environments risk factors by helping to reduce risk of injury and fatality due to vehicular accidents and reducing exposure to air pollution by encouraging walking, cycling and transit usage.

**Goal 9.5 Encourage Physical Activity Through Design** – the proposed development will be within walking and biking distances of community amenities. The development will be designed with a fitness center on-site. All ground floor units will be designed with visitability standards and available to all unit types. There will be a safe route through the existing neighborhood to the elementary and middle school.

**Goal 9.6 Encourage Well-Being** – the proposed development will encourage psychological and emotional well-being by reducing commuting times to maximize time with family and friends; support the City’s Dark Sky Ordinance and integrate the development into the fabric of the existing neighborhood.

**Goal 10.5 Stormwater** – the proposed development is not located in a floodplain and will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

**Goal 10.6 Atmosphere** – The proposed development will encourage walking, biking and limited automobile use with emphasis on van pooling and public transportation. The design will include installing trees and groundcover in parking areas.

**Goal 10.7 Energy/Public Transit** – the proposed development will be located within walking and biking distance of a public transit stop to help reduce the need for personal automobiles. The development will include energy efficient building systems, fixtures and appliances.

**Goal 10.8 Protect and enhance ecologically sensitive areas** – the proposed development is not located in an ecologically sensitive area.

**Goal 10.9 Preserve the valuable natural resources of the mountain and hillside areas** – the proposed development is not located in a mountain or hillside area.

**Goal 10.10 Protect the community from risks associated with geologic conditions** – the proposed development is not located near active fault areas; however, the development will be constructed in such a manner as to prevent unnecessary grading and use erosion control measures.

**Goal 10.13 Protect City residents from the effects of excessive noise or vibration** – the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

**Goal 10.14 Improve public safety by developing appropriate lighting and control standards** – the proposed development will be designed with public safety in mind. Adequate lighting for the development will be provided for the safety and well-being of the residents. The development will be designed in accordance with city lighting codes to help protect the “dark sky”.

## **Regional Land Use Patterns**

**Policy 1.3 Neighborhood Retrofits** – the proposed development will be located within walking and biking distances or limited driving time to retail, employment and schools. The development will be designed to include a children’s playscape and numerous community gathering areas throughout the development.

## **Urban Design**

**Policy 2.1.2** – the proposed development will NOT be located in an area with minimum of 90 intersections.

**Policy 2.1.3** – the development will NOT be located within ½ mile of RTS or Streetcar route.

**Policy 2.1.4** - the development will NOT be within ½ mile of retail, office and employment.

**Policy 2.1.6** – the development will NOT be located along a corridor with dedicated bicycle lanes

**Policy 2.1.7** – the proposed development will NOT be located within a 100-year or moderate-risk floodplain as defined by FEMA

**Policy 2.1.10** – the proposed development will NOT be located in an O-2 “Natural” Future Land Use Map Area

**Policy 2.1.11** – the proposed development will NOT be located on a site where imperiled species or ecological communities have been identified.

**Policy 2.1.14** – the development will NOT be located on land the is currently or has recently been utilized for farming.

## **Housing**

**Housing Supply Goal 6.1** – the development will provide five (5) residential buildings with three, three-story, eighteen-unit buildings; one, three-story, six-unit building and one, two-story, four-unit building with a variety of housing types.

**Existing Neighborhoods Goal 6.2** – the development will NOT include commercial space.

**Walkable Neighborhoods Goal 6.3** – the development will include energy efficient building systems, fixtures and appliances; however, due to the small size of this development, the expense of the LEED Silver certification is cost prohibitive.

**Housing Affordability Goal 6.4** – Census Tract 48141010369 has a Housing + Transportation index of 70%, Housing 37% and Transportation 33%.

## **Health**

**Environmental Risk Factors Goal 9.4** – not applicable to this development.

**Physical Activity Goal 9.5** – not applicable to this development.

## **Sustainability**

**Stormwater Goal 10.5** – the development will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

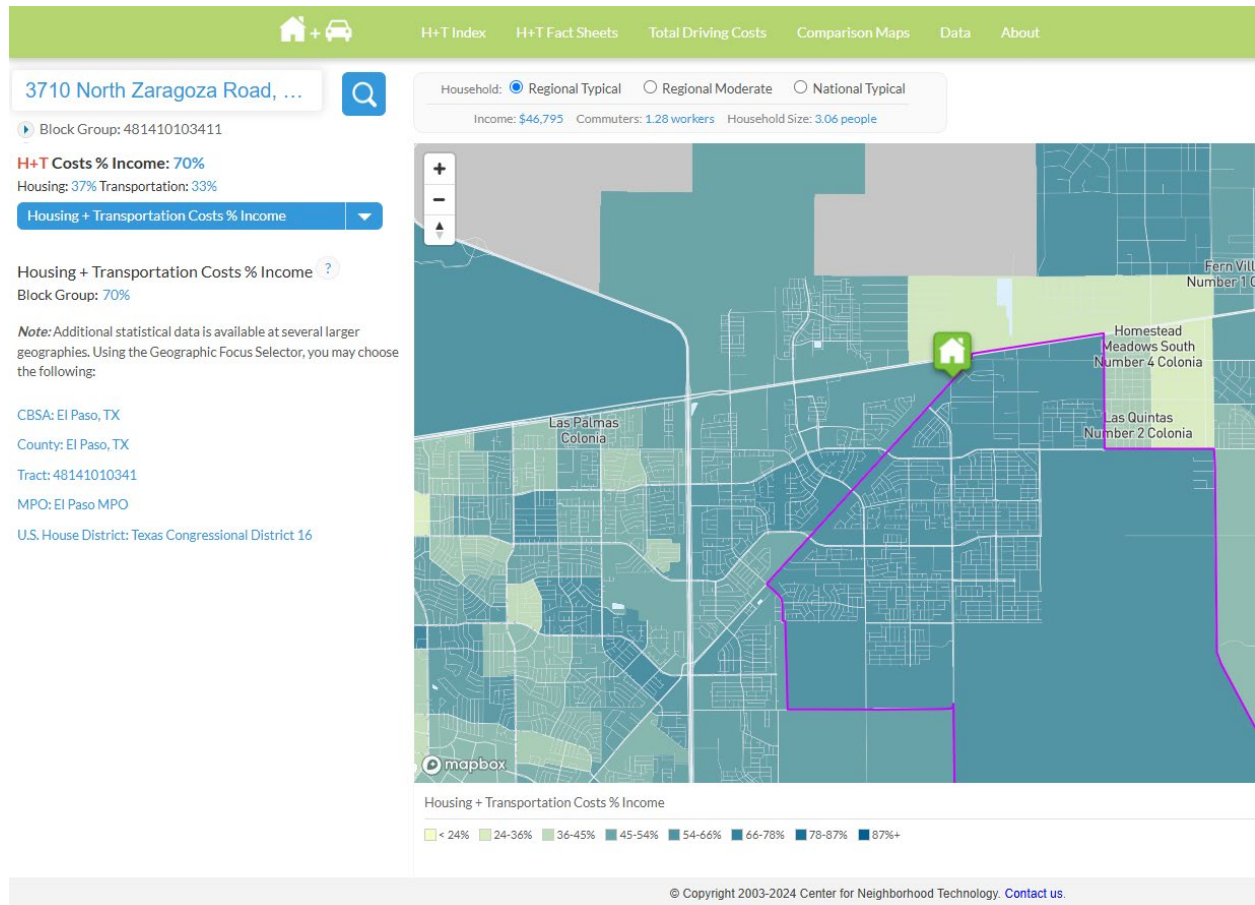
**Atmosphere Goal 10.6** - the development will be designed to create shade by installing trees throughout the development site and providing covered parking to reduce heat radiated from pavement in parking areas.

**Noise and Vibration Goal 10.13** - the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

This Applicant hereby acknowledges and commits itself to the items listed in this narrative, upon receiving a resolution of support from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.



## Housing + Transportation Map and Score



## CONTRACT FOR DELIVERY OF RESIDENT SERVICES

This Contract for Delivery of Resident Services (this "**Agreement**") is made and entered into this 1<sup>st</sup> day of December 2024 (the "**Effective Date**"), by and between Villas at Augusta, Ltd. a Texas limited partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**"). Owner and Contractor are collectively referred to as the "**Parties**" and each, a "**Party**."

### RECITALS:

A. Owner will own and operate a 64 unit family development known as Villas at Augusta (the "**Property**") located in El Paso, Texas.

B. The Property has applied to receive an award of 2025 low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Tax Credits**") and was assigned the Texas Department of Housing and Community Affairs File No. TBD.

C. In connection with the Tax Credits, the Owner is required to provide a minimum of ten (10) supportive service points.

D. Owner desires to engage Contractor to coordinate the provision of certain services for the residents of the Property more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

E. Contractor desires to coordinate the provision of such services for and on behalf of Owner under and pursuant to the terms of this Agreement.

### AGREEMENT:

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

#### 1. Services to be Rendered by Contractor.

(a) Throughout the Term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate the provision of the services described in Exhibit A attached hereto and incorporated herein for all purposes (collectively, the "**Services**").

(b) Contractor agrees that the Services will be provided at no cost to the residents of the Property. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations, as reasonably determined by Contractor.

(c) Consistent with Section 13 below, neither Contractor nor Owner shall change the Services without a written agreement to amend this Agreement, signed by the Parties.

2. Payment for Services; Reimbursement.

(a) As consideration for Contractor's coordination of the Services, Owner shall pay Contractor the amount indicated below (the "**Service Fee**") in accordance with the following:

The sum of Three hundred twenty and 00/100 Dollars (\$320.00) monthly. Beginning within thirty (30) days of the Commencement Date and throughout the Term, Contractor shall submit to Owner monthly invoices for the Service Fee. Owner shall pay the Service Fee to Contractor within thirty (30) days of Contractor's delivery to Owner of such invoice (the "**Service Fee Due Date**"). The Service Fee shall increase by three percent (3%) at each Renewal Term.

(b) The Service Fee shall be paid as follows:

The Service Fee shall be paid as an operating expense of Owner, before Owner makes any distributions to its partners or their affiliates.

(c) To the extent any of the Services required by Owner mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the subcontractor or vendor. Contractor shall have no responsibility for paying such expenses; provided that, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services, Owner shall promptly reimburse Contractor for such expenditure (the "**Expense Reimbursement**"), within ten (10) days of Contractor's delivery to Owner of an invoice for same (the "**Expense Due Date**").

(d) If Owner fails to timely pay to Contractor the Service Fee by the Service Fee Due Date or Expense Reimbursement by the Expense Due Date, the outstanding amount shall bear interest from the applicable Due Date at a rate of 1.5% compounded monthly or the highest rate of interests permitted by law, whichever is lower.

3. Term. Subject to the other provisions this Agreement, the obligations of the Parties shall commence on (y) the date the Property is placed in service, if the Property is a new construction development or (z) the Effective Date, if the Property is currently occupied (the "**Commencement Date**") and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall deliver to Contractor written notice 30 days before Commencement Date. It is currently anticipated that the Commencement Date will be January 1, 2027. Thereafter, the Agreement shall automatically renew in one-year increments (each, a "**Renewal Term**;" and the Initial Term, as extended by any Renewal Term, collectively, the "**Term**"). Notwithstanding the foregoing, this Agreement may be terminated in any Renewal Term as follows:

(a) upon the mutual written consent of the Parties;

(b) by either Party upon the expiration of the Initial Term, provided that the terminating party shall give the other party at least sixty (60) days advance written notice delivered by the terminating Party to the non-terminating Party; or

(c) in the event the a Party believes the other Party has defaulted in the performance of its obligations under this Agreement, then the non-defaulting Party shall provide the defaulting

Party with a written notice detailing such default; the defaulting Party shall then have ten (10) business days after the date of such notice to cure such default to the non-defaulting Party's reasonable satisfaction; if the defaulting party fails to cure such default to the non-defaulting Party's reasonable satisfaction in such time period, the non-defaulting Party shall have the right to terminate this Agreement immediately by delivering notice thereof to the defaulting Party.

(d) Upon termination of this Agreement, all accrued but unpaid Service Fee shall be paid by Owner to Contractor.

4. Access; Equipment and Cooperation. Owner agrees to allow Contractor and its agents, employees, subcontractors and vendors access to the Property during all reasonable hours. Owner additionally agrees to provide Contractor all equipment reasonably requested by Contractor in connection with Contractor's provision of the Services, including without limitation a flat screen television (at least 32"), a DVD player and internet access. Owner further agrees to reasonably cooperate with Contractor and to provide Contractor with all reasonable information requested by Contractor, in connection with Contractor's provision of the Services.

5. Indemnity.

(a) Contractor agrees to indemnify, defend and hold harmless Owner, its partners or members, as applicable, and their respective partners and members (each, an "**Owner Indemnified Party**"), from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement; provided that, in no event shall Contractor be responsible for the negligence or willful misconduct of an Owner Indemnified Party.

(b) Owner agrees to indemnify, defend and hold harmless Contractor, its directors, officers, partners, employees, agents, successors and assigns (each, a "**Contractor Indemnified Party**") from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to the Property, other than those arising from or incident to any negligence or willful misconduct of a Contractor Indemnified Party in fulfilling the terms of this Agreement.

6. Independent Contractor. The Parties understand and agree that Contractor is an independent contractor engaged in the operation of its own business, that Contractor and its employees shall not be considered to be an agent for employee of, or venturer with, Owner for any purpose whatsoever and further agree that Contractor has no general authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of Owner. Contractor and its employees shall perform all their duties and the services described herein in a manner consistent with this Agreement and the policies generally applicable to the Property (provided that Owner delivers to Contractor such policies). Contractor and its employees will identify and represent to all persons, firms, companies and regulatory authorities that Contractor and its employees are independent contractors and not employees or agents of Owner.

7. Exclusive Agreement. In consideration of Contractor entering into this Agreement, Owner agrees that prior to the sending of a notice of termination of this Agreement pursuant to

Section 3 above, Owner shall not enter any agreement with a third party for the furnishing of similar services without the prior written consent of Contractor.

8. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter of this Agreement.

10. Headings. The subject headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

11. Severability. In case any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Notices. Any notice to be given hereunder must be in writing and shall be deemed given (a) when delivered in person against receipt thereof, (b) two business days after deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid, or (c) when delivered by a commercial courier or messenger service against receipt thereof, and addressed as follows:

If to Owner:

Villas at Augusta, Ltd.  
7400 Viscount Blvd., Suite 109  
El Paso, TX 79925  
Attention: Roy Lopez

If to Contractor:

Better Texans Services, Inc.  
P.O. Box 101295  
Fort Worth, TX 76185  
Attention: Aubrea Hance

Either Party may specify a new address or additional addresses at any time by notice in writing to the other Party given in the manner hereinabove provided.

13. Amendment to Agreement. This Agreement may only be amended by written instrument signed by the Parties.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas, exclusive of said state's conflict and choice of law principles that would result in the application of the laws of another state.

15. Assignment. This Agreement may not be assigned by any Party without the prior written consent of each other Party.



16. Attorneys' Fees. Should a Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing Party in any action pursued in courts of competent jurisdiction (the finality of which is not or cannot be legally contested) agrees to pay to the prevailing Party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys' fees, expended or incurred by the prevailing Party in connection therewith.

17. Jurisdiction and Venue. The Parties agree that the exclusive jurisdiction and venue for any suit, action or proceeding arising out of this Agreement shall be any state or federal court sitting in Tarrant County, Texas, and each party waives, to the extent permitted by law, any and all objections to such jurisdiction and venue.

18. Recitals. The Parties acknowledge the accuracy of the Recitals and incorporate the Recitals into the Agreement for all purposes.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above set forth.

OWNER:

Villas at Augusta, Ltd.,  
a Texas Limited Partnership

By: Investment Builders, Inc.,  
its General Partner

By:

  
Name: Roy Lopez  
Title: Senior Vice President

CONTRACTOR:

Better Texans Services, Inc.  
a Texas corporation

By: Aubrea Hance  
Aubrea Hance, President

## **EXHIBIT A**

Contractor hereby agrees to coordinate a combination of services, in its sole discretion, from the following list to ensure a total of ten (10) points:

(A) Transportation Supportive Services include:

- (i) shuttle, at least three days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points); and
- (ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point).

(B) Children Supportive Services include:

- (i) provide a High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of paragraph (S)(C)(i)(I) of this subsection. (Half of the points required under this paragraph); and
- (ii) Twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points).

(C) Adult Supportive Services include:

- (i) Four hours of weekly, organized, in-person, hybrid, or virtual classes accessible to participants from a common area on site to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, homebuyer counseling, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);
- (ii) annual income tax preparation (offered by an income tax prep service) or IRS- certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual) that also emphasizes how to claim the Earned Income Tax Credit (1 point);
- (iii) contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);
- (iv) external partnerships for provision of weekly substance abuse meetings at the Development Site (1 point);
- (v) reporting rent payments to credit bureaus for any resident who affirmatively elects to participate, which will be a requirement of the LURA for the duration of the Affordability Period (2 points); and
- (vi) participating in a non-profit healthcare job training and placement service that includes case management support and other need-based wraparound services to reduce barriers to employment and support Texas healthcare institution workforce needs (2 points).
- (vii) an eviction prevention program operated by a case manager. The case manager may be an employee of the owner or a third-party social service provider and shall be responsible for no more than 50 cases at a time. On at least a monthly basis, the case manager will obtain contact information and past due balances for households that are at risk of eviction for nonpayment of rent. For households that voluntarily choose to participate, the case

manager shall offer an eviction holdoff agreement providing a minimum of 6 months for the household to resolve the past due balance and forgiving any late fees associated with that balance, regardless of whether they have been paid, should the agreement be fulfilled. During the eviction holdoff period, the case manager will offer to meet with the household at least once every other week. The case manager will identify resources in the community that provide emergency rental assistance and other financial support and assist the household in applying for these programs (5 points)

(D) Health Supportive Services include:

- (i) food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);
- (ii) annual health fair provided by a health care professional (1 point);
- (iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points); and
- (iv) contracted onsite occupational or physical therapy services for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points).

(E) Community Supportive Services include:

- (i) partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents (such activities could include playing sports, having a cook-out, swimming, card games, etc.) (2 points);
- (ii) Notary Services during regular business hours (§2306.6710(b)(3)) (1 point);
- (iii) twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes) (1 point);
- (iv) twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.) (1 point);
- (v) specific service coordination services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (3 points);
- (vi) weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement) for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);
- (vii) any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq. which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point);
- (viii) a part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development (2 points); and
- (ix) provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college (2 points).

**Tierra Del Sol Housing Corporation  
210 E Idaho, Ste B, Las Cruces, NM 88005  
575-541-0477**

**Resident Financial Literacy and Homebuyer Education Program**

Tierra Del Sol Housing Corporation "TDS" will conduct training in Basic Financial Literacy Skills and Homebuyer Education to Villas at Augusta residents. Training will be provided quarterly to all residents on-site in Villas at Augusta's community room and will include the following program subjects:

- Homebuyer Education
- Identifying strategies for increasing income
- Developing critical thinking skills to support financial decision making
- Identifying and obtaining jobs that pay enough to meet basic needs
- Understanding Employment Stability
- Avoiding loans, fees, and practices that are exploitive, fraudulent, & predatory
- Using debt intelligently to acquire appreciating asset
- Identity Theft Prevention Strategies
- Credit Rebuilding Strategies
- Creating a community network for information and support

Individual family coaching will also be provided to assist residents with Financial Management and Planning and Credit Rebuilding.

TDS Resident Financial Literacy/Homebuyer Education Program staff has extensive experience in Financial Literacy Training and Counseling. Homebuyer Education and Basic Financial Literacy Skills Class will be offered (4) times per year. The scheduling of the sessions will be offered to all residents at pre-arranged times which are convenient. In addition, the Financial Literacy Program can be customized to address the specific financial needs of the residents.

**Resident Financial Literacy and Homebuyer Education Program Budget**

The Financial Literacy/Homebuyer Education Program budget will include:

- \$3,000 annually will be provided from the Villas at Augusta operating budget for Program Expenses
- Computers/Internet will be available to the Villas at Augusta residents for Financial Literacy Programming and Homebuyer Education purpose in the Clubhouse
- TDS will provide Financial Literacy instructors/counselors to teach classes and provide individual family coaching services

**Tenant Recruitment and Participation**

Villas at Augusta residents will be highly encouraged to participate in the Resident Financial Literacy Training Program. TDS staff, in conjunction with property management staff, will market the Program with informational Flyers and at periodic events held in the Clubhouse to identify and recruit prospective residents. Financial Literacy Program goals and requirements will be clearly articulated to residents, so that expectations are understood for the various training sessions. TDS' experience with training programs at existing developments is that resident participation is facilitated when information is conveyed in a clear, friendly, and supportive manner.

  
Rose Garcia / Executive Director

11-8-24  
Date

# **Attachment B-8**



**DUPLICATE RECEIPT VIA WEB**  
**Note: Not a valid proof of payment for a property tax overpayment refund**



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 [www.elpasotexas.gov/tax-office](http://www.elpasotexas.gov/tax-office)

**Certified Owner:**

**ACALA EPI LLC**  
**150 W PARKER ROAD**  
**THIRD FLOOR**  
**HOUSTON , TX 77076-2951**

**Legal Description:**

BLK 23 LOMAS DEL ESTE NLY PT OF 1  
(1138.66' ON N- 732.21' ON E- 603.74'  
ON S- 500.00' ON W) (10.00 AC)

**Parcel Address:** ZARAGOZA RD  
**Legal Acres:** 10.0000

**Cause No :** 2024DTX0376

**Remit Seq No:** 57584591

**Receipt Date:** 11/08/2024

**Deposit Date:** 11/12/2024

**Print Date:** 11/12/2024 12:10 PM

**Printed By:** WEB USER

**Prop ID No.:** 718510

**Deposit No:** EC110824  
**Validation No:** 111  
**Account No:** **L620-999-0230-0125**  
**Operator Code:** OLAYA

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2023	City Of El Paso	TL	2,387,088	0.818875	19,547.27	4,300.40	4,769.53	28,617.20
2023	County Of El Paso	TL	2,387,088	0.458889	10,954.08	2,409.90	2,672.80	16,036.78
2023	El Paso Community College	TL	2,387,088	0.115717	2,762.27	607.70	673.99	4,043.96
2023	University Medical Center Of El Paso	TL	2,387,088	0.235650	5,625.17	1,237.54	1,372.54	8,235.25
2023	Socorro Isd	TL	2,387,088	1.249712	29,831.73	6,562.98	7,278.94	43,673.65
2023	Court Costs	TL	0	0.000000	433.00	0.00	0.00	433.00
					<b>\$69,153.52</b>	<b>\$15,118.52</b>	<b>\$16,767.80</b>	<b>\$101,039.84</b>

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**Check Number(s):**  
CC006322330

**PAYMENT TYPE: PARTIAL PAYMENT**

**Exemptions on this property:**

**eChecks:** \$101,039.84

**Total Applied:** \$101,039.84

**Change Paid:** \$0.00

**Account No:** L620-999-0230-0125  
**PAYER** 34965011  
**AHP DEVELOPERS, LLC**  
**7400 VISCOUNT BLVD. STE 109**  
**EL PASO , TX 79925**

915 212-0106

# **Attachment B-10**



# **Attachment B-11**



1										2										3									
VILLAS AT AUGUSTA																													
BUILDING DATA												UNIT DATA																	
BLDG. I.D.	STORIES	BLDG. QTY.	UNITS PER BLDG.				UNITS PER BLDG.	UNITS PER BLDG. TYPE	BLDG. FOOTPRINT	NET AREA PER BLDG.	TOTAL NET AREA PER EA. BLDG. TYPE	UNIT TYPE	UNIT AMOUNT	NET AREA	ACCESSIBLE 5%	VHI 2%													
			1BR	2BR	3BR	4BR																							
			783	963	1,191	1,362																							
BLDG. A	3	1		12	6		18	18	7,471	18,702	18,702																		
BLDG. B	3	2	6		6		18	36	7,051	17,622	35,244																		
QUAD. C	3	1			6		6	6	2,880	7,146	7,146																		
QUAD. D	2	1				4	4	4	3,286	5,448	5,448																		
TOTALS		5	12	24	24	4			27,739	-	66,540																		
COMMUNITY BLDG												1,496 SF																	

PARKING DATA			
UNIT TYPE	UNIT AMOUNT	REQUIRED	TOTAL
1 BR	12	1.5/UNIT	18
2BR	24	2/UNIT	48
3BR	24	2/UNIT	48
4BR	4	2/UNIT	8
TOTAL REQUIRED			122
TOTAL SHOWN			135
TOTAL ACCESSIBLE REQUIRED			5
TOTAL ACCESSIBLE SHOWN			6
TOTAL BIKE RACKS SHOWN			12

LAND DATA	
LAND AREA	154,050 SF
	3.5365 ACRES



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CONSULTANTS

## VILLAS AT AUGUSTA

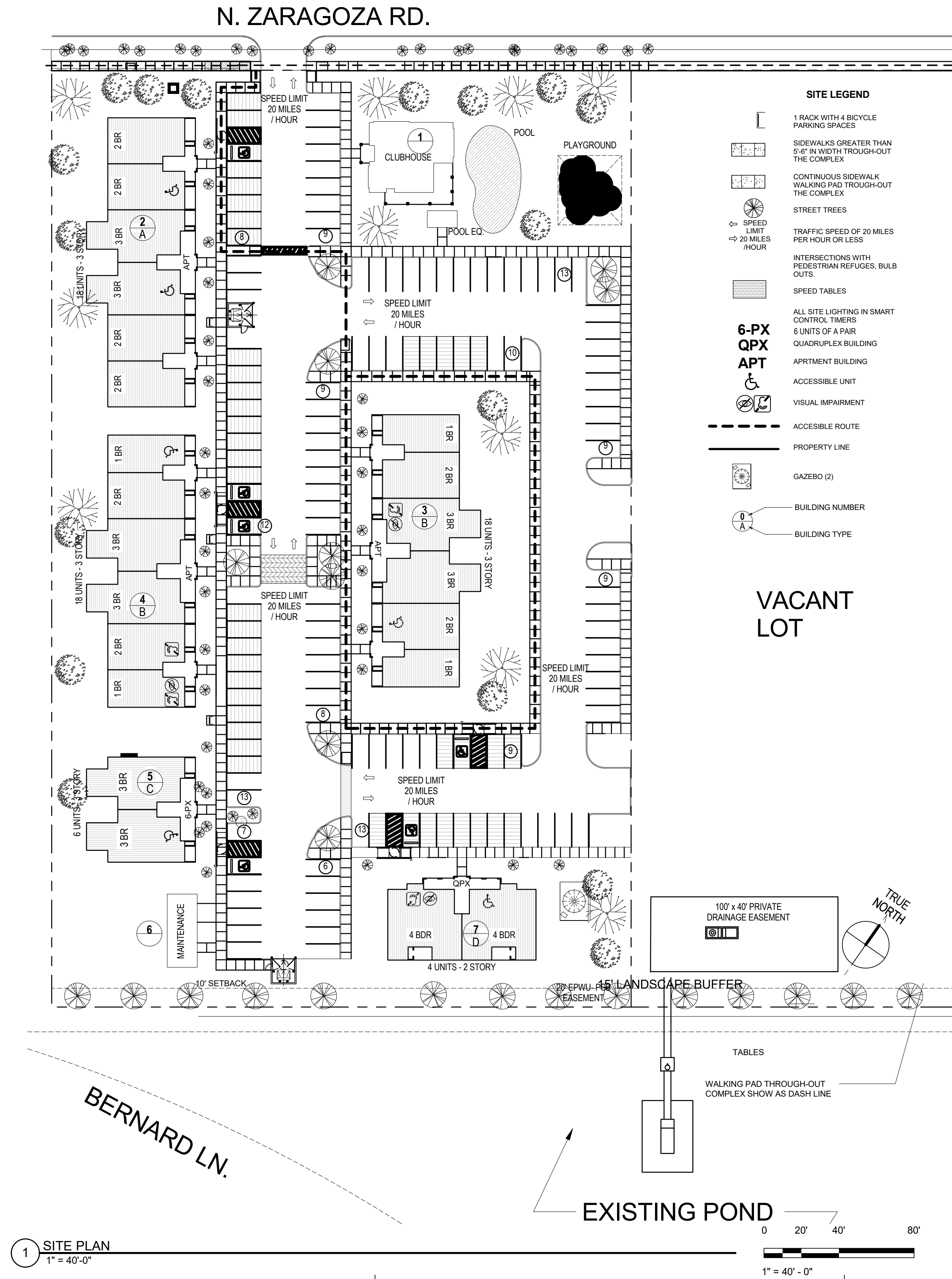
SWC OF AUGUSTA DR. AND N. ZARAGOZA RE.  
El Paso, TX, 79938

OWNER

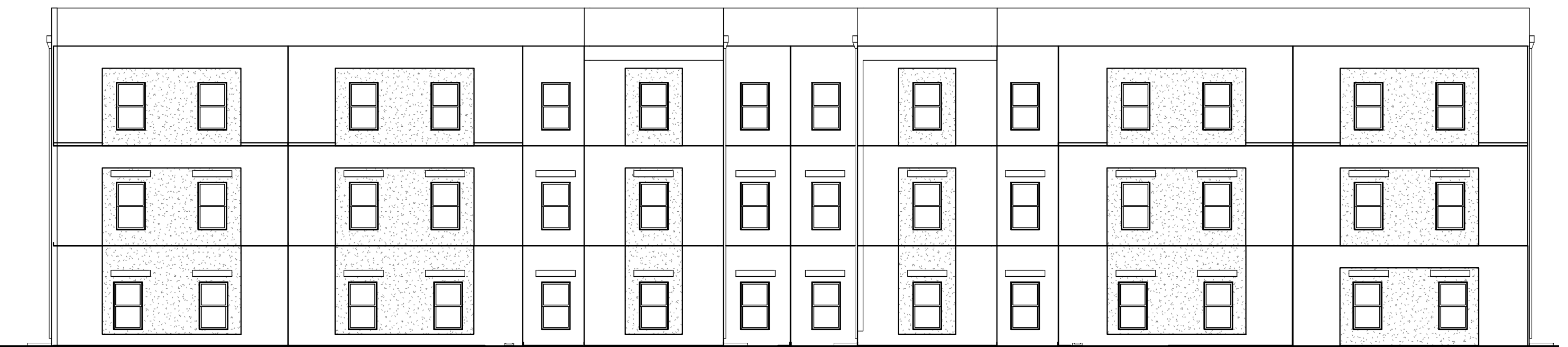
INVESTMENT **IBI** BUILDERS INC.

ibitoday.com  
7400 Viscount Blvd, Suite 109,  
El Paso, Texas 79925

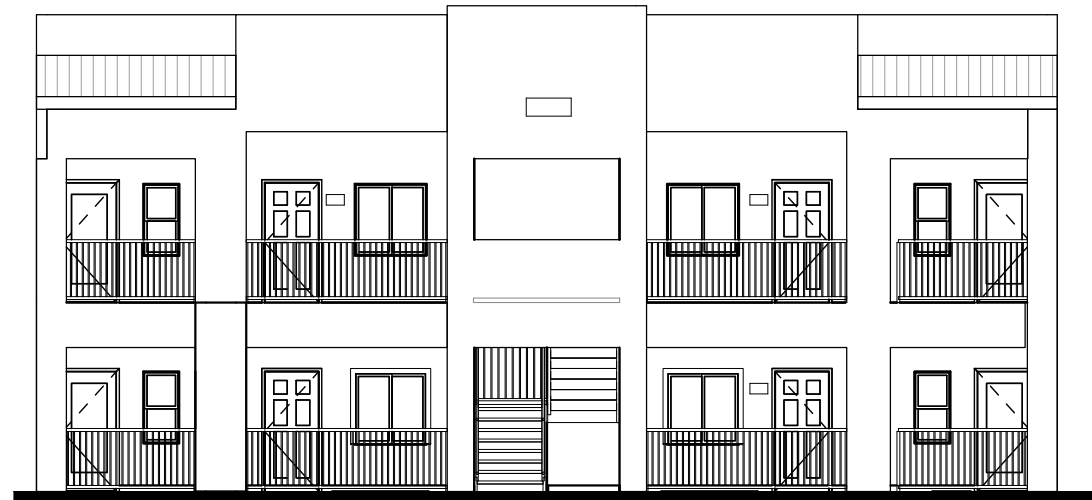
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CONSTRUCTION



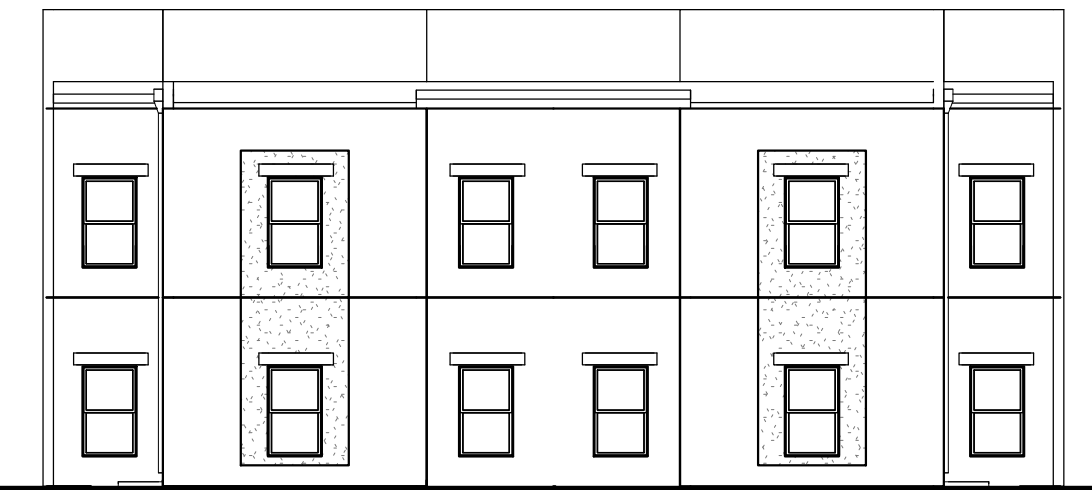
2 3 STOREY - FRONT ELEVATION  
3/32" = 1'-0"



3 3 STOREY - BACK ELEVATION  
3/32" = 1'-0"



4 QUADRUPLUX - FRONT ELEVATION  
3/32" = 1'-0"



5 QUADRUPLUX - BACK ELEVATION  
3/32" = 1'-0"

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SHEET TITLE	
SITE PLAN	

AS-101





CITY OF EL PASO

# 2025 Low Income Housing Tax Credits

Community + Human Development



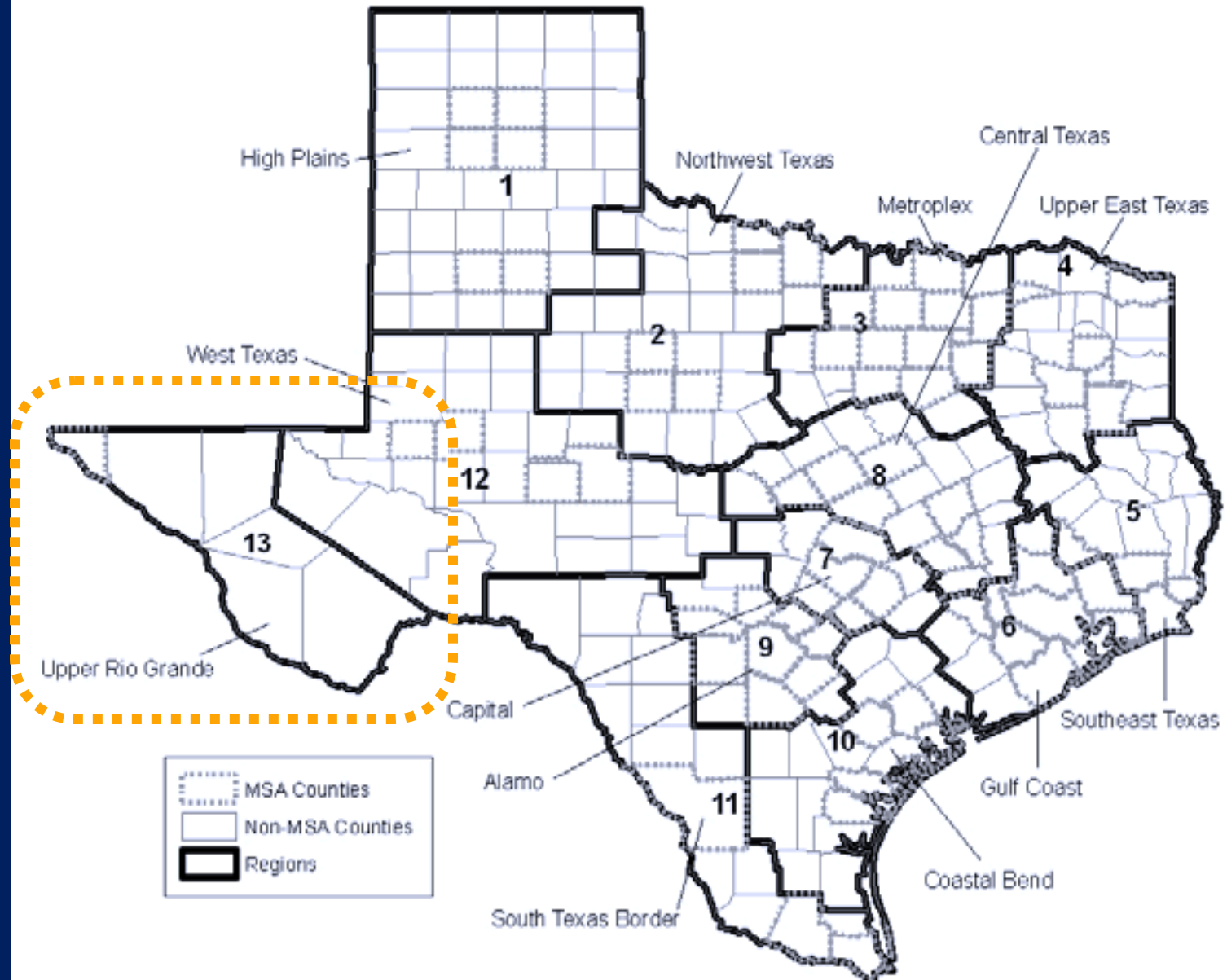
# Local Challenges

- **Limited Funding** - Scarce funding hampers El Paso's affordable housing projects, impeding efforts to meet growing demand across income levels
  - **Funding Gap for Low-Income Housing** - Developing 30% AMI housing faces a substantial funding gap, requiring extra subsidies and posing financial challenges without substantial support
  - **Land Use Restriction** - Strict land use regulations limit areas for affordable housing, complicating new developments and perpetuating socio-economic disparities
- **Policy Alignment** - Aligning policies for 30% AMI units requires adjusting regulations and incentivizing developers for an effective response to housing needs.
  - **Insufficient Support Services** - The lack of accompanying support services adds challenges for residents in affordable housing, underscoring the importance of providing holistic support for improved well-being

# LIHTC

## 9% TAX CREDITS

- Subsidize 70% of the low-income unit costs in a project
- El Paso is in TDHCA Region 13, and typically receives approximately \$2.5 Million in 9% tax credits annually.
- Competitive State process. Typically only 2-3 projects will be awarded by TDHCA in Region 13.



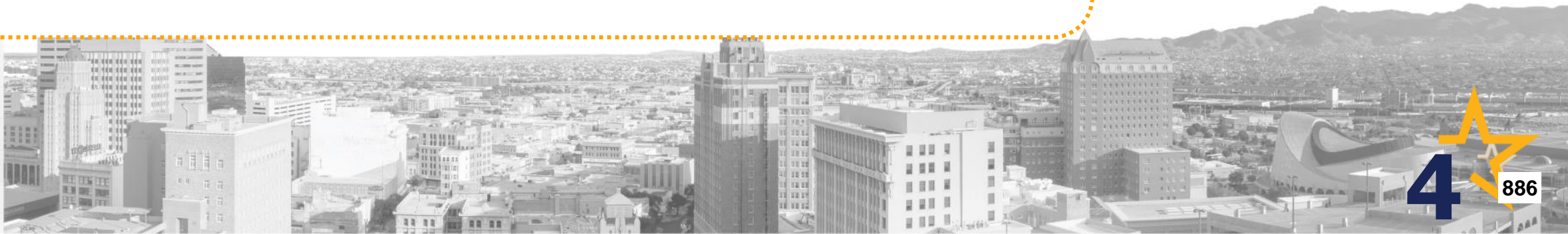
# Municipal Role

## Local Process

1. Evaluate proposals using criteria as recommended in the El Paso Regional Housing Plan.
2. Requests for support submitted on or before November 12, 2024
3. Staff evaluators score and submit recommendations to the Council
4. City Council votes to issue no support, no objection or support resolution

## Scoring Impact of City Council Decision

1. Seventeen (17) points for resolution of support
2. Fourteen (14) points for a resolution of no objection
3. Zero (0) points for no action



# Evaluation Criteria

In 2019, the City of El Paso published our first Regional Housing Plan. Subsequently the City Council adopted an objective scoring for application based in 5 value criteria:

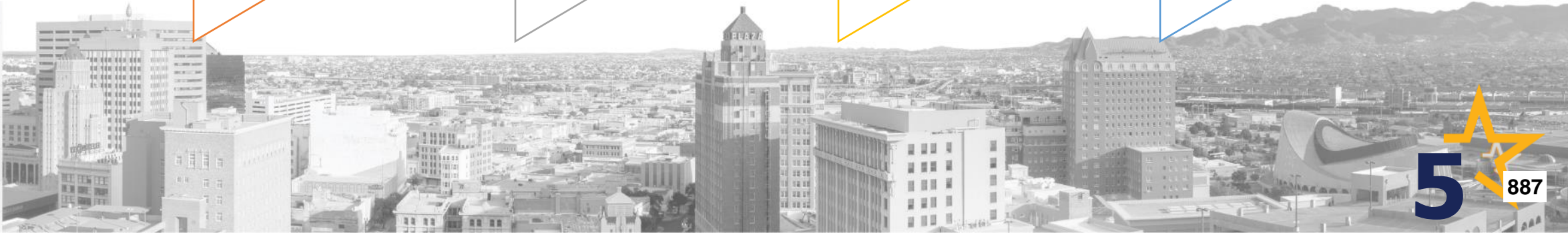
**35 points** **Value #1:**  
Maximize units in El Paso aimed at addressing affordability gap.

**20 points** **Value #2:**  
Provide for demographic specific supportive services on site

**10 points** **Value #3:**  
Inclusiveness with surrounding neighborhood and access to basic needs

**15 points** **Value #4:**  
Experience in El Paso affordable housing market

**20 points** **Value #5:**  
Developments being within strategic investment areas and within ¼ mile of BRT stops









# Evaluation Results

Development	# of Units	Support Services	Inclusive-ness	Local Presence	Strategic Investment Areas	Total Score
Pebble Hills Estates	64	17.8	9.2	15	1.7	69.67
Ridgestone Seniors	60	17.8	8.8	15	3.0	70.67
Villas at Augusta	64	16.6	9.2	15	1.5	68.17
Pebble Hills Place	80	13.8	7.7	12.7	3.2	72.33

Staff recommends **Resolutions of No Objection** for the following 2025 LIHTC developments:

- Pebble Hills Estates
- Ridgestone Senior
- Villas at Augusta
- Pebble Hills Place

## MISSION



Deliver exceptional services to support a high quality of life and place for our community.

## VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



## VALUES

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



# Pebble Hills Estates

- Investment Builders, Inc.
- Location: NWC Charles Foster Ave and John Hayes, El Paso, TX 79938, District 5
- Tax Credits Being Requested: **\$1,975,000.00**

Bedroom(s)	Market Rate	60% AMI	50% AMI	30% AMI	Total # Units
One	2	2	4	4	12
Two	2	13	7	2	24
Three	0	23	1	0	24
Four	0	4	0	0	4

## Services

- Gym and Clubhouse
- ESL Classes
- Computer Training
- GED Preparation Classes
- Health Education
- Basic Financial Literacy, Management, and Credit Rebuilding
- Tax Preparation
- Food Pantry
- Social Events

# Ridgestone Senior

- Investment Builders, Inc.
- Location: 11050 Montana Ave., El Paso, Tx. 79936, District 5
- Tax Credits Being Requested: **\$1,700,000.00**
- **Elderly Designated**

Bedroom(s)	60% AMI	50% AMI	30% AMI	Total # Units
One	21	8	5	34
Two	21	4	1	26

## Services

- Community Center
- Playground
- Health and Nutrition Classes
- Financial Literacy Training
- Income Tax Preparation
- Health Screenings
- Social Events
- Food Distribution

# Villas at Augusta

- Investment Builders, Inc.
- Location: SWC of Augusta Dr and Zaragoza Rd, El Paso, TX 79938, District 5
- Tax Credits Being Requested: **\$2,000,000.00**

Bedroom(s)	Market Rate	60% AMI	50% AMI	30% AMI	Total # Units
One	2	2	4	4	12
Two	2	13	7	2	24
Three	0	23	1	0	24
Four	0	4	0	0	4

## Services

- Gym and Clubhouse
- ESL Classes
- Computer Training
- GED Preparation Classes
- Health Education
- Basic Financial Literacy, Management, and Credit Rebuilding
- Tax Preparation
- Food Pantry
- Social Events



# Pebble Hills Place

- Green Mills Holdings, LLC
- New Construction
- Location: N Zaragoza Rd & Pebble Hills Blvd, El Paso, TX 79938, District 5
- Tax Credits Being Requested: **\$2,000,000.00**

Bedroom(s)	60% AMI	50% AMI	30% AMI	Total # Units
One	32	8	4	44
Two	24	8	4	36

## Services

- Community Center
- Playground
- Health and Nutrition Classes
- Financial Literacy Training
- Income Tax Preparation
- Health Screenings
- Social Events
- Food Distribution





El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 25-187, Version: 1**

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**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.*

Outside Counsel, Frank Garza, (210) 349-6484

**AGENDA LANGUAGE:**

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

Investigation regarding former elected City Official (551.071) (551.074)