Oscar Leeser Mayor



CITY COUNCIL Peter Svarzbein, District 1 Alexsandra Annello, District 2 Cassandra Hernandez, District 3 Joe Molinar, District 4 Isabel Salcido, District 5 Claudia L. Rodriguez, District 6 Henry Rivera, District 7 Cissy Lizarraga, District 8

Tommy Gonzalez City Manager

*** REVISED *** AGENDA FOR THE REGULAR COUNCIL MEETING

January 19, 2021 3:30 PM Teleconference phone number 1-915-213-4096 Toll free number: 1-833-664-9267 Conference ID: 960-358-843#

TEMPORARY SUSPENSION OF OPEN MEETINGS LAWS DUE TO EMERGENCY

The Texas Governor temporarily suspended specified provisions of the Texas Open Meetings Act to allow telephonic or videoconference meetings and to avoid congregate settings in physical locations.

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on January 19, 2021 at 3:30 P.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: 960-358-843#

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:

https://www.elpasotexas.gov/city-clerk/meetings/city-council-meetings

and

http://legacy.elpasotexas.gov/muni_clerk/Sign-Up-Form-Call-To-The-Public.php

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

Mayor Oscar Leeser and Representatives Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga

A quorum of City Council must participate in the meeting.

At the request of the Mayor, the Invocation, Pledge of Allegiance, Proclamations, and Recognitions by Mayor have been temporarily suspended.

ROLL CALL

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 Minutes of the Regular City Council Meeting of January 5, 2021. <u>21-84</u>

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

CONSENT AGENDA - RESOLUTIONS:

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

 That the City Manager be authorized to sign a Lessor's Approval of Assignment by the City of El Paso ("Lessor"), Lomeli Investments, LLC ("Assignor") and Americas Compliance Training and Drug Testing, LLC ("Assignee") for property described as Lots 8, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, also known as 7501 Lockheed, El Paso, Texas. The remaining lease term is 36 years and 5 months with two (2) five-year options. The site is 30,825 SF at \$0.5191 per SF and the annual rent is \$16,001.26. The lease agreement expires July 24, 2057 with option to extend to July 24, 2067.

District 3

Airport, Sam Rodriguez, (915) 212-7301

4. That the City Manager be authorized to sign a Lessor's Approval of Assignment by the City of El Paso ("Lessor"), EWM P1, LLC ("Assignor") and UW CMC, LLC ("Assignee") for property described as a portion of Butterfield Trail Aviation Park, Unit Two Replat "A" an addition to the City of El Paso, El Paso County Texas, commonly known as 3640 Global Reach Drive, El Paso, Texas.

The remaining lease term is 26 years and 9 months with three (3) five-year options. The lease is for 273,830.0 square feet. The annual rent is \$37,716.82. The lease agreement expires October 31, 2047 with option to extend to October 31, 2062.

District 2

Airport, Sam Rodriguez, (915) 212-7301

5. A Resolution to authorize the City Manager to sign a Lessor's Approval of Assignment of Butterfield Trail Industrial Park Lease by and between the City of El Paso ("Lessor"), TV6-W Holdings, LLC ("Assignee") for property described as Lot 1, Block 11, Butterfield Trail Industrial Park Unit Two, Foreign Trade Zone No. 68, City of El Paso, El Paso County, Texas municipally known and numbered as 25 Butterfield Trail Blvd., El Paso, Texas. The remaining lease term is 24 years with two (2) five-year options. The site is 119,907 square feet at \$0.20 per square feet and the annual rent is \$23,981.40. All other terms and conditions remain the same.

District 2

Airport, Sam Rodriguez, (915) 212-7301

6. That the City Manager be authorized to sign the First Amendment to the September 1, 1972 Lease between the City of El Paso ("Lessor") and El Paso Independent School District ("Lessee") for the property described as Lots 8 and 9, Block 2-C; Lots 1,2,13, the north 77 feet of Lot 12 and the south ½ of Lot 14, all of Block 3, El Paso International Airport Tracts, El Paso International Airport, El Paso, Texas also known as 6531 Boeing Drive, El Paso, Texas.

The Rights Upon Expiration are amended to allow the asphalt and landscaping in the excepted area to remain. Improvements outside the excepted area will be removed at expiration of the lease. EPISD is required to perform an environmental site assessment of the removed and excepted areas. If remediation is required, EPISD will remediate the areas.

District 2

Airport, Sam Rodriguez, (915) 212-7301

 That the City Manager be authorized to sign the First Amendment to the May 1, 1980 Lease between the City of El Paso ("Lessor") and El Paso Independent

21-45

21-50

School District ("Lessee") for the property described as a portion of Lot 10 and all of 11, Block 2-C;, El Paso International Airport Tracts, Unit 4, El Paso, Texas also known as 6531 Boeing Drive, El Paso, Texas.

The legal description is revised to a portion of Lot 10 from all of Lot 10. Additionally, the Rights Upon Expiration are amended to allow the asphalt and landscaping in the excepted area to remain. Improvements outside the excepted area will be removed at expiration of the lease. EPISD is required to perform an environmental site assessment of the removed and excepted areas. If remediation is required, EPISD will remediate the areas.

District 2

Airport, Sam Rodriguez, (915) 212-7301

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

8. That the City Manager be authorized to execute a Contract with Maria Ramirez, Judge of the Municipal Court of Appeals, to provide reasonable compensation to the Judge to cover her own clerical support and other administrative requirements for the administration of the court. The contract is for \$2,000 per month (\$24,000 per year), totaling \$96,000 over the 4-year term of the contract.

All Districts

Municipal Courts, Lilia Worrell, (915) 212-5822

Goal 3: Promote the Visual Image of El Paso

9. A Resolution approving a Detailed Site Development Plan for a portion of Tract

 Block 5 and a Portion of Tract 1, Block 6, Christy Tract, 588 South
 Yarbrough, City of El Paso, El Paso County, Texas, pursuant to Section
 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City
 Code.

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

Subject Property: 588 South Yarbrough Applicant: Sitework Engineering, LLC PZDS20-00026 [POSTPONED FROM 12-08-2020 AND 01-05-2021]

District 7

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

10. The linkage to the Strategic Plan is subsection 8.5 - Improve air quality <u>21-78</u> throughout El Paso.

21-44

That the City Manager be authorized to sign a Consent to Assignment of Contract No. 2016-1241 from Stericycle Environmental Solutions, Inc. (Assignor) to Clean Earth Environmental Solutions, Inc. ("Assignee") for Household Hazardous Waste Disposal Services.

All Districts

Environmental Services, Ellen Smyth, (915) 212-6060 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1182

11. The linkage to the Strategic goal is subsection 8.6 - Provide long-term, cost effective, sustainable regional solid waste solution. This is a change order to cover the repair cost for hidden damages discovered when the compactor was dismantled for refurbishment.

Request that the Director of Purchasing and Strategic Sourcing be authorized to issue a Purchase Order to Wagner Equipment Company dba Wagner Power System, referencing contract 2020-1086 CAT Certified Rebuild on 836 Compactor Unit 08051. This will be a change order to increase the contract by \$65.372.56 for a total not to exceed \$654,929.96 for the initial term.

Department: Award to:	Environmental Services Wagner Equipment Company dba Wagner Power System Denver, CO
Items:	All
Term:	1 year
Total Estimated Award:	\$65,372.56
Account No.:	334-34130-3150-P3470-580290-PESD00200
Funding Source:	ESD Capital Funds
Reference No.:	2020-1086

This is a Change Order for a Sole Source, service contract.

All Districts

Environmental Services, Ellen Smyth, (915) 212-6060 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

CONSENT AGENDA - SPECIAL APPOINTMENTS:

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

 That the City confirms that Mayor Oscar Leeser is the designated appointee for the Transportation Policy Board (TPB) as described in the TPB bylaws.
 All Districts Capital Improvement Department, Yvette Hernandez, (915) 212-1860
 That District 3 Representative Cassandra Hernandez, be appointed as a City Representative to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace former District 4 Representative, Sam Morgan, effective immediately.

<u>21-79</u>

All Districts

Mayor and Council, Oscar Leeser, (915) 212-0021

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

14.	Stephen Mercer to the Capital Improvement Advisory Committee by Representative Peter Svarzbein, District 1.	<u>21-89</u>
	Mayor and Council, Representative Peter Svarzbein, (915) 212-1002	
Goal	6: Set the Standard for Sound Governance and Fiscal Management	
15.	Luis Antonio Sandoval to the Civil Service Commission by Representative Henry Rivera, District 7.	<u>21-94</u>
	Mayor and Council, Representative Henry Rivera, (915) 212-0007	
Goal	8: Nurture and Promote a Healthy, Sustainable Community	
16.	Manuela "Mannys" Rodriguez to the Community Development Steering Committee by Representative Cissy Lizarraga, District 8.	<u>21-88</u>
	Mayor and Council, Representative Cissy Lizarraga, (915) 212-0008	
	CONSENT AGENDA - BOARD APPOINTMENTS:	
Goal	6: Set the Standard for Sound Governance and Fiscal Management	
17.	David Ortwein to the El Paso Bond Overview Advisory Committee by Representative Cissy Lizarraga, District 8.	<u>21-99</u>
	Mayor and Council, Representative Cissy Lizarraga, (915) 212-0008	
Goal 8: Nurture and Promote a Healthy, Sustainable Community		
18.	Lee Chayes to the Foster Grandparent Program Advisory Council by Representative Svarzbein, District 1.	<u>21-87</u>
	Mayor and Council, Representative Peter Svarzbein, (915) 212-1002	
19.	Karen Polanco to the Animal Shelter Advisory Committee by Representative Isabel Salcido, District 5.	<u>21-98</u>
	Mayor and Council, Representative Isabel Salcido, (915) 212-0005	

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

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

All Districts

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

21. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B)

All Districts

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

22. For notation pursuant to Section 2.92.110 of the City Code, receipt of the following campaign contribution by Representative Henry Rivera, District 7: \$500.00 from Frank Martinez.

Mayor and Council, Representative Henry Rivera, (915) 212-0007

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

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

23. The linkage to the Strategic Plan is subsection 1.5 Stimulate economic growth through transit and bridges integration.

Request that the Director of Purchasing and Strategic Sourcing be authorized to issue a Purchase Order to Duncan Parking Technologies, Inc., referencing Contract 2019-794 Single Space Parking Meters. This will be a change order to increase the contract by \$154,500.00 for a total amount not to exceed \$772,500.00 for the initial term. The change order will cover current expenses and future projects until the end of the term January 19, 2021 to April 29, 2022.

Contract Variance: The unit cost for this change order remains the same. There is no variance.

Department: International Bridges

21-92

Award to:Duncan Parking Technologies, Inc.
Milwaukee, WITotal Estimated Amount:\$154,500.00Account No.:Parking Meter FundFunding Source532290-564-3300-64850District(s):1, 3 & 8

This is a Change Order for a Sole Source, service contract.

District 1, 3 & 8 International Bridges, David Coronado, (915) 212-7505 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

CONSENT AGENDA - BIDS:

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

24. The linkage to the Strategic Plan is subsection 2.1 - Maintain standing as one of the nation's top safest cities. This award allows the Police Department to purchase equipment needed to properly and safely dispose of abandoned or seized property items.

Award Summary:

The award of Solicitation No. 2021-0006 Industrial Firearm Metal Shredder to BESA Equipment LLC, for an estimated total award of \$82,820.00. The award of this contract allows the Police Department to safely and effectively dispose of abandoned or seized property items.

Contract Variance:

N/A

Department: Award to:	Police BESA Equipment LLC Souderton, PA
Items:	All
Total Estimated Award:	\$82,820.00
Account No.:	321-21270-2812-580070
Funding Source:	Confiscated Funds
Districts:	All
	All

This is a Formal Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Police Departments recommend award to BESA Equipment LLC the lowest responsive and responsible bidder.

All Districts

Police, Chief Gregory K. Allen, (915) 212-4305 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

21-64

Environments

25. The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

Award Summary:

The award of Solicitation 2021-0376 Cleveland Clark Pocket Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated total award of \$121,759.29. The projects consist of parkway, landscape and irrigation improvements. Some of the improvements will include new bike racks, new receptacles, benches, and installation of landscape rock, trees and vegetation, and placement of geotextile fabric and rock mulch.

Department:	Capital Improvement		
Award to:	MARTINEZ BROS. CONTRACTORS, LLC		
	El Paso, TX		
Item(s):	All		
Initial Term:	150 Consecutive Calendar Days		
Base Bid:	\$121,751.29		
Total Estimated Award: \$121,751.29			
Account No.:	471-71240-2400-580270- G7145CD68		
Funding Source:	Community Development Block Grant		
District:	3		

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MARTINEZ BROS. CONTRACTORS, LLC lowest responsive and responsible bidder.

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

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

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

District 3

Capital Improvement Department, Sam Rodriguez, (915) 212-0065 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

26. Presentation and discussion by the COVID-19 Response and Recovery Cross-Functional Team providing information on key activities, efforts and processes. <u>21-63</u>

21-83

21-41

- 1. Overview (Tommy Gonzalez)
- 2. CFT Operations (Chief Mario D'Agostino)

3. City Attorney Overview (Karla Nieman)

- a) State Disaster Declarations
- b) City Attorney's Office COVID-19 Support
- 4. Team Lead Reports:
 - 1. Health Focus (Hector Ocaranza, M.D.)
 - a) Community Task Force Recommendations Update
 - 2. Vaccination Update (Angela Mora)
 - 3. Testing Recap and Update (Tracey Jerome)
 - 4. Data Analysis (David Coronado)
 - 5. Planning + Infrastructure (Facilities) (Alex Hoffman)
 - 6. Education, Communication and Compliance (Laura Cruz-Acosta,
 - Ellen Smyth, Dionne Mack)
 - 7. Financial Focus (Robert Cortinas)
 - 8. Community Vulnerabilities + Human Services (Nicole Ferrini)
 - 9. Economic Recovery (Jessica Herrera)
 - 10. Operations Focus (Cary Westin)

All Districts

City Manager's Office, Cary Westin, (915) 212-1063

27. Budget Update - 1st Quarter Financial Report.

All Districts

City Manager's Office, Nicole K. Cote (915) 212-1092

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

28. Update on the Cite and Release as requested by the City Manager to provide quarterly reports to City Council regarding the cite and release program for the purposes of transparency and to provide data regarding citations being issued and when discretionary arrests are used in lieu of citation. Said reports must be submitted within 45 days after the end of the quarter for 24 months after the implementation of the program. The report should not include any information that would jeopardize any ongoing criminal investigation or prosecution, or include any sensitive, witness, or crime tip information. The report should include the following data for each instance:

- 1. The documented reason for the stop or arrest;
- 2. The reason for the discretionary use of arrest (including but not limited to: outstanding warrants, intoxicated individual, uncooperative Individual, not a resident of the County of El Paso, habitual offender);
- 3. The race and ethnicity of the person; and
- 4. The general location, such as the region or zip code of the incident

All Districts

Police, Assistant Chief Z. Silva, (915) 212-4306

CALL TO THE PUBLIC – PUBLIC COMMENT:

Call to the Public will begin at 5:30 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: 960-358-843#

A sign-up form is available on line at:

http://legacy.elpasotexas.gov/muni_clerk/signup_form.asp for those who wish to sign up in advance of the meeting.

REGULAR AGENDA - FIRST READING OF ORDINANCES:

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

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

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 3:30 p.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Friday, 8:00 a.m. to 5:00 p.m.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

29. An Ordinance amending Title 17 (Housing), Chapter 17.20 (Fair Housing Ordinance) of the El Paso City Code to amend in its entirety the Chapter to change the word handicap to disability and to include protections

<u>21-62</u>

against discrimination for reasons of sexual orientation and gender identity.

All Districts

Community & Human Development, Nicole Ferrini, (915) 212-1659

PUBLIC HEARING WILL BE HELD ON FEBRUARY 2, 2021

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

30. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

<u>21-53</u>

Award Summary:

Discussion and action on the award of Solicitation 2021-0252 Metro 31 Flood Zone Mitigation to ZTEX CONSTRUCTION, INC. for an estimated total award of \$1,176,885.77. This award will support the improvements to the commercial development known as Northgate, located at the intersection of Diana and Dyer Street.

Department: Award to:	Capital Improvement ZTEX CONSTRUCTION, INC.
	El Paso, TX
Item(s):	All
Initial Term:	300 Consecutive Calenday Days
Base Bid I:	\$1,176,885.77
Total Estimated A	ward: \$1,176,885.77
Account No.:	580010 - 480 - 4930 - 48000 - PEDFY18012
52	2360 - 480 - 2323 - 48040 - PEDFY18012
	580170 - 480 - 4741 - 48040 - PEDFY18012
	580160 - 480 - 4741 - 48040 - PEDFY18012
	580270 - 480 - 4741 - 48040 - PEDFY18012
Funding Source:	2017 Certificates of Obligation and Economic
Development	Incentives
District(s):	4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC., lowest responsive and responsible bidder.

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

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost

of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

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

District 4 Capital Improvement Department, Sam Rodriguez, (915) 212-0065 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

31. An Ordinance amending Title 14 (Aircraft and Airports) Chapter 14.2421-30(Commercial Air Carriers Rates and Charges) to add Section 14.24.130 Daily
Cargo Parking and Building Use Fee.21-30

District 3

Airport, Sam Rodriguez, (915) 212-7301

Goal 3: Promote the Visual Image of El Paso

32. An Ordinance changing the zoning of portion of Tract 4G, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: East of Resler Dr. and South of Woodrow Bean Transmountain Rd. Applicant: CSA Design Group, Inc. c/o Adrian Holguin-Ontiveros PZRZ20-00023 [POSTPONED FROM 01-05-2021]

District 1

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

33. An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to update permit term and renewal requirements.

All Districts

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

19-852

20-57

Planning and Inspections, Harrison Plourde, (915) 212-1584

REGULAR AGENDA - OTHER BUSINESS:

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

34.	Discussion and action on a Resolution that Schedule C, attached to the FY 2021 Budget Resolution and effective September 1, 2020, shall be amended as set forth in Attachment A, to establish the daily cargo parking and building use fee under Section 14.24.130 of the City Code.	<u>21-47</u>
	District 3 Airport, Sam Rodriguez, (915) 212-7301	
35.	Presentation and discussion by El Paso Electric to introduce Chief Executive Officer, Kelly Tomblin, and present an overview of El Paso Electric planned activities and goals moving into 2021.	<u>21-73</u>
	All Districts Economic and International Development, Elizabeth Triggs, (915) 212-1619	
36.	Discussion of a Business Assistance and Recovery program implemented by the Economic and International Development Department. The program provides continued assistance to the local business community.	<u>21-82</u>
	All Districts Economic and International Development, Jessica Herrera, (915) 212-1619	
37.	Discussion and action that the City of El Paso Incentives Policy - Guidelines and Criteria 2021 attached to Resolution, as Exhibit "A" be adopted as the City of El Paso Incentives Policy.	<u>21-72</u>
	All Districts Economic and International Development, Jessica Herrera, (915) 212-1624	
38.	Discussion and action on a Resolution that the Texas Economic Development Fund Incentive Program - Policy and Guidelines be adopted as the Economic Development Fund contemplated in the January 28, 2020 order issued by the Public Utility Commission of Texas, Docket No. 49849.	<u>21-65</u>
	All Districts Economic and International Development, Elizabeth Triggs, (915) 212-1619	
39.	Discussion and action that the City Manager is authorized to sign an Infill 380 Economic Development Program Agreement in a form substantially similar to the attached document by and between CITY OF EL PASO, TEXAS and GREAT RIVER COMMERCIAL, LLC. and EPPX MANAGEMENT PROPERTY, LLC. in support of the redevelopment of the property located at 1101-1125 TEXAS AVENUE, EL PASO, TEXAS 79901.	<u>21-77</u>
	District 8	

Economic and International Development, Jessica Herrera, (915) 212-1624

- 40. Discussion and action on a Resolution that the City Council of the City of El Paso approves of the implementation of the Texas Gas Service Company ("TGS") Application to Implement Initial Rates for a Conservation Adjustment tariff; that the implementation occur on February 23, 2021; and the tariff will be filed once every 3 years on October 15th; and that two full time employees based in El Paso be hired by TGS to administer the program.
 All Districts Economic and International Development, Elizabeth Triggs, (915) 212-1619
 41. Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO
 - and **GARVER, LLC**, an Arkansas Limited Liability Company, for a project known as "**EL PASO INTERNATIONAL AIRPORT TAXIWAY K, K1, K2 AND J RECONFIGURATION",** for an amount not to exceed \$786,583.50; and

That the City Manager or Designee be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed \$836,583.50; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement.

All Districts

Capital Improvement Department, Sam Rodriguez, (915) 212-1815

Goal 3: Promote the Visual Image of El Paso

42. Discussion and action on a request from Kinective Fitness Club, LLC for City Council to grant an exception from the prohibition of the sale of alcohol beverages within three hundred feet of a public or private school for a fitness gym requesting to sell beer and wine, for the property located at 1020 Belvidere, and legally described as a portion of Lot 1, Block 67-A, Chaparral Park #22, City of El Paso, El Paso County, Texas.

District 1

Planning and Inspections, Philip Etiwe, (915) 212-1553 Planning and Inspections, Raul Garcia, (915) 212-1643

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

43.Discussion and action on a Resolution to authorize the City Manager or a
designee to enter into contracts and amendments to contracts to carry out the
2021 Public Art Plan.21-70

All Districts

Museums & Cultural Affairs, Ben Fyffe, (915) 212-1766

Goal 8: Nurture and Promote a Healthy, Sustainable Community

21-61

44. Discussion and action on a Resolution authorizing the City Manager, or designee, to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas for Texas Emergency Rental Assistance Program (TERAP) funds and to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards from the City (Sub-Grantee Agencies) for TERAP funds, as well as all certifications, performance reports, and related documents for Texas Department of Housing and Community Affairs (TDHCA) and Sub-Grantee Agencies.

All Districts

Community & Human Development, Nicole Ferrini, (915) 212-1659

MEMBERS OF THE CITY COUNCIL

45. Update and discussion from staff on the El Paso Electric Newman 6 Project and the recent ruling from all interveners to include the New Mexico Public Regulation Commission and the impact it will have on the City of El Paso and residents.

<u>21-96</u>

21-66

All Districts

Mayor and Council, Representative Alexsandra Annello, (915) 212-0002 Mayor and Council, Representative Peter Svarzbein, (915) 212-1002

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.

TEMPORARY SUSPENSION OF OPEN MEETINGS LAWS DUE TO EMERGENCY

The Texas Governor temporarily suspended specified provisions of the Texas Open Meetings Act to allow telephonic or videoconference meetings and to avoid congregate settings in physical locations.

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

Mayor Oscar Leeser and Representatives Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga.

Section 551.071CONSULTATION WITH ATTORNEYSection 551.072DELIBERATION REGARDING REAL PROPERTYSection 551.073DELIBERATION REGARDING PROSPECTIVE GIFTSSection 551.074PERSONNEL MATTERSSection 551.076DELIBERATION 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.	Tovar, Daniel vs. City of El Paso; Matter: 19-1005-1751; (551.071)	<u>21-97</u>
	City Attorney's Office, Karla M. Nieman, (915) 212-0033 City Attorney's Office, Victoria Hayslett, (915) 212-0033	
EX2.	Birds N Beasts Inc. c/o Krathwohl, President; Matter No. 19-1045-096; (551.071)	<u>21-93</u>
	City Attorney's Office, Karla M. Nieman, (915) 212-0033 City Attorney's Office, Evan D. Reed, (915) 212-0033 City Attorney's Office, Manuel Arambula, (915) 212-0033	
EX3.	Economic Incentives for a Telecommunications Company located in the City of El Paso. (21-1007-2674) (551.071) (551.087)	<u>21-100</u>
	Economic and International Development, Jessica Herrera, (915) 212-0094	
EX4.	Status of pending negotiations for several Economic and International Development Department Projects in the City of El Paso. (20-1007-2670) (551.087) (551.071)	<u>21-101</u>
	Economic and International Development, Jessica Herrera, (915) 212-0094	

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for regular City Council meetings. Copies of this Agenda will be provided in Braille, large print, or audiotape upon requests made a minimum of 48 hours prior to the meeting.

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

http://www.elpasotexas.gov/



Legislation Text

File #: 21-84, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

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

PUBLIC HEARING DATE: Click or tap to enter a date.

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

<u>SUBGOAL</u>: Choose an item.

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.

Approval of Minutes of the Regular City Council Meeting of January 5, 2021.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

Department Head:

File #: 21-84, Version: 2

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

OSCAR LEESER Mayor



Tommy Gonzalez City Manager CITY COUNCIL

PETER SVARZBEIN, DISTRICT 1 Alexsandra Annello, District 2 Cassandra Hernandez, District 3

Joe Molinar, District 4 Isabel Salcido, District 5 Claudia L. Rodriguez, District 6 Henry Rivera, District 7

CISSY LIZARRAGA, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

January 5, 2021 9:00 AM

Due to the temporary suspension of Open Meetings laws due to the COVID-19 emergency this meeting was conducted via telephonic and videoconference platforms.

ROLL CALL

The City Council of the City Council met on the above time and date. Meeting was called to order at 9:15 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga.

REGULAR AGENDA - OTHER BUSINESS:

MEMBERS OF THE CITY COUNCIL

1. Discussion and action on the election of Mayor Pro Tempore and Alternate Mayor Pro Tempore.

Mayor Leeser and Representatives Svarzbein, Hernandez, and Lizarraga commented.

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **ELECT** Representative Peter Svarzbein as Mayor Pro Tempore.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None

2ND AND FINAL MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **ELECT** Representative Cissy Lizarraga as Alternate Mayor Pro Tempore.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None

2.

RESOLUTION ADOPTING THE RULES OF ORDER FOR THE EL PASO CITY COUNCIL **REVISED, AS EFFECTIVE JANUARY 5, 2021**

SECTION 1. PURPOSE OF RESOLUTION

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

SECTION 2. RULES OF ORDER

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

SECTION 3. EFFECT OF FAILURE TO FOLLOW THESE RULES

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

SECTION 4. STANDING

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

SECTION 5. SUSPENSION OF RULES

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

SECTION 6. PRESIDING OFFICER

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

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

SECTION 7. QUESTIONS OF ORDER

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

SECTION 8. VOTING

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

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

(a) upon the announcement of the City Clerk that the electronic voting system is not working properly;

(b) for votes on procedural matters including motions to recess and to take an agenda item out of order, and votes by acclamation; (c) when the Council is voting on more than one agenda item simultaneously; and (d) when more than one vote will be taken pertaining to an agenda item and in such instance, the City Clerk shall announce which vote shall be taken by use of the electronic voting system and which vote(s) shall be taken only by voice vote.

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

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

SECTION 9. RECORDED DEBATE

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

SECTION 10. ORDER OF PRECEDENCE OF MOTIONS

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

SECTION 11. MOTION TO RECONSIDER

A motion to reconsider any action taken by the Council may be made at any time prior to adjournment of the same meeting at which such action was taken.

SECTION 12. OBTAINING THE FLOOR

Every person desiring to speak shall address the presiding officer, and when recognized by the presiding officer, shall address only the question under consideration. There will not be a time limit to the time allowed for each Representative to have the floor, however the Presiding officer has discretion to end discussion on an item, or to give the floor to another representative.

SECTION 13. RIGHT OF CITIZENS TO BE HEARD

Public Hearings/Agenda Items:

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

Public Comment/Non Agenda Items:

A maximum of sixty (60) minutes will be allotted for a public comment portion of each regular City Council meeting. The City Council will designate time to allow members of the public to have a reasonable opportunity to provide comment on items not already posted on the agenda, except that no person shall engage in political advertising contrary to state law. Persons wishing to provide comment during the public comment portion of the City Council agenda must sign up prior to 9:00 a.m. on the day of the City Council Meeting either online or by using the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. Any person signing up to provide comment during the public comment portion of the agenda must provide their name, address and a short description of the topic(s) of their comment. Members of the public are required to speak on the topic identified upon the sign-in sheet. If the speaker is a lobbyist, he or she must indicate that fact on the

audience participation sheet and prior to commencing his/her comments in compliance with the City's Lobbying Ordinance. Members of the public may not grant their time to another nor may they purport to speak for another who is not present at the meeting. If someone would like a document or letter to become a part of the record, they may do so by providing the City Clerk with copies of the document or letter no later than 9:00 a.m. on the morning of the meeting, which will be distributed to the Council. It shall not be necessary to read the letter into the record. Interpretation services are only to be provided by the certified interpreter provided by the City.

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

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

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

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

Members of the public wishing to ask a question regarding an item posted on the consent agenda or to speak regarding an item posted on the regular agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting. The City Clerk shall make available the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. or online prior to 9:00 a.m. Persons may sign up to address multiple items, however this does not mean it is permissible to "mark all" or to sign up for every item "just in case" they wish to speak when the discussion on an item takes place. If a member of the public wishes to speak regarding an item, but did not sign up by 9:00 am, he or she may notify the City Clerk at any time prior to the call to vote on the item.

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

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

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

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

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

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

SECTION 14. CALLING AND ORDER OF AGENDA ITEMS

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

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

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

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

SECTION 15. PARLIAMENTARIAN

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

SECTION 16. USE OF ELECTRONIC DEVICES

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

Members of the City Council shall not use any electronic devices other than the desk top computers provided by the City of El Paso located at their seats during any City Council meeting or City Council work sessions. The use of communication devices of any kind, including but not limited to: hand-held portable communication devices, cellphones, computers, tablets, laptops, watches, etc. is expressly prohibited during City Council meetings and shall not be allowed in the room during closed sessions unless they are being used to aid in executive session presentations.

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

The use of the desktop computers during City Council shall be limited to voting, viewing presentations, research to aid the council member and communication via email to staff.

During meetings, City Council members shall not text, tweet, blog, post on Facebook, Instagram or use any other social media platform.

SECTION 17. TIME AND LOCATION OF MEETINGS

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

Ms. Kristen Hamilton, Senior Assistant City Attorney, and Ms. Laura D. Prine, City Clerk, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Svarzbein, Annello, Hernandez, Molinar, Rivera, and Lizarraga commented.

1ST MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, and unanimously carried to AMEND the Rules of Order to strikeout the following paragraph from Section 13, Right of Citizens to be Heard:

Any group of five (5) or more wishing to speak on the same topic will be asked to select one (1) representative to speak for the group and that individual will have three (3) minutes to address Council

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None

2ND MOTION

Motion made by Representative Annello, seconded by Representative Svarzbein and carried to NOT TO ENFORCE Robert's Rules of Order related to the 10-minute time limit to speeches.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido and Rivera NAYS: Representatives Rodriguez and Lizarraga

3RD AND FINAL MOTION

Motion made by Representative Annello, seconded by Representative Hernandez and unanimously carried to **APPROVE, AS REVISED**, the Rules of Order Resolution.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarrada

NAYS: None

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NOTICE TO THE PUBLIC

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **REVIEW** the Consent agenda items separately prior to taking the vote.

Representatives Hernandez and Molinar commented.

2ND AND FINAL MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, 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 Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

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

*Motion made, seconded, and unanimously carried to APPROVE the Minutes of the 3. Regular City Council Meeting of December 15, 2020, the Agenda Review Meeting of December 14, 2020, and the Work Session of December 14, 2020.

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

.....

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS: 4.

NO ACTION was taken on this item.

CONSENT AGENDA - RESOLUTIONS:

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

5.

6.

..... *RESOLUTION

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

That the City Manager is authorized to sign a Termination Agreement terminating the Chapter 380 Economic Development Program Agreement approved by the City of El Paso City Council on May 1, 2018 between the City of El Paso and Great River Commercial, LLC in support of the redevelopment of the property located at 1101 Texas Avenue, El Paso, Texas 79901.

Mr. Rafael Arellano, Business Services Coordinator, commented.

..... *RESOLUTION

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

That the City Manager be authorized to sign a Second Amendment to an Agreement for Professional Services to perform additional design and construction phase services, for the project known as " **FIXED BASE OPERATOR RAMP ADDITION AND TAXIWAY U & V REALIGNMENT**", for an increase in the estimated contract amount of \$40,622.00, for a total contract amount not to exceed \$804,489.00; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables if such services are necessary for the proper execution of the project; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

Mayor Lesser commented.

Mr. Terry Sharpe, Assistant Director of Aviation, commented.

7.

*RESOLUTION

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

That the City Manager be authorized to sign an Affidavit of Debts, Liens and Possession by the City of El Paso ("Lessor") regarding the following described property:

Portions of Lot 1 and Lot 2, Block 13, El Paso International Airport Tracts Unit 8, Replat A, City of El Paso, El Paso County, Texas, generally depicted as Exhibit "A", attached hereto and incorporated herein by reference, and commonly known and numbered as 1600 Hawkins Blvd., El Paso, Texas.

Representative Rivera commented.

Mr. Terry Sharpe, Assistant Director of Aviation, commented.

Goal 3: Promote the Visual Image of El Paso

8.	*Motion made, seconded, and unanimously carried to POSTPONE two weeks a Resolution approving a Detailed Site Development Plan for a portion of Tract 1, Block 5 and a Portion of Tract 1, Block 6, Christy Tract, 588 South Yarbrough, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. The proposed detailed site development plan meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan. Subject Property: 588 South Yarbrough Applicant: Sitework Engineering, LLC PZDS20-00026
9.	*Motion made, seconded, and unanimously carried to DELETE the Solid Waste liens on the attachment posted with this agenda.

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

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10.

*RESOLUTION

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

THAT the City Manager be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Ysleta Middle School SRTS project, for the design and construction of a hike and bike trail along Playa Lateral between Elvin Way and Jesuit Drive along with school zone flashers, ADA ramps, and school zone signs, which has an estimated total project cost of \$1,030,245.00 of which the estimated local government participation amount is \$0.00.

Ms. Yvette Hernandez, Grant Funded Program Director, commented.

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

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

THAT the City Manager be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Sean Haggerty Drive Extension project, for the design of a four lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street, which has an estimated total project cost for design of \$3,399,532.00 of which the estimated local government participation amount is \$241,435.00.

Representative Molinar commented.

Ms. Yvette Hernandez, Grant Funded Program Director, commented.

..... 12.

*RESOLUTION

WHEREAS, on February 26, 2019, the City of El Paso (City) entered into an Interlocal Agreement with the Camino Real Regional Mobility Authority (CRRMA) for the construction of the Zaragoza POE, Pan American Dr., Winn Rd. Improvement Project (Project); and

WHEREAS, certain aspects of the Project were delayed due to a longer than anticipated property acquisition process, which required the use of eminent domain by the City; and

WHEREAS, the CRRMA, through its construction contractor, has incurred additional, unanticipated Project expenses due to the referenced delay; and

WHEREAS, the City therefore desires to grant authority to provide additional project funds to the CRRMA for use in a change order to account for such additional expenses in an amount not to exceed \$170,217.46.

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

THAT the City of El Paso hereby authorizes the City Engineer to approve the provision of additional project funds to the Camino Real Regional Mobility Authority for

the Zaragoza POE, Pan American Dr., Winn Rd. Improvement Project, in an amount not to exceed \$170,217.46, for an increase in cost due to the lack of full site access at the commencement of construction activities; the increased cost is justified and within the appropriate budget identified for the Project.

In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers.

Mayor Leeser commented.

The following City staff members commented:

- 1. Ms. Yvette Hernandez, Grant Funded Program Director
- 2. Ms. Karla Nieman, City Attorney

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

*Motion made, seconded, and unanimously carried to **RE-APPOINT** Frank Hernandez to the Building and Standards Commission by Representative Cassandra Hernandez, District 3.

CONSENT AGENDA - BOARD APPOINTMENTS:

<u>CONSENT AGENDA - BOARD APPOINTMENTS:</u>

Goal 3: Promote the Visual Image of El Paso

.....

14. *Motion made, seconded, and unanimously carried to **APPOINT** Paulina Lagos to the Historic Landmark Commission by Representative Cassandra Hernandez, District 3.

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

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15. *Motion made, seconded, and unanimously carried to **APPOINT** Lucio Glenn to the Museums and Cultural Affairs Advisory Board by Representative Cassandra Hernandez, District 3.

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

16. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refund listed below and posted on the attachment with this agenda:

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1. Maria R. Chavez, in the amount of \$5,443.86, made an overpayment on November 9, 2020 of 2020 taxes. (Geo. #C518-999-1350-0500)

- 2. Priscilla Hernandez, in the amount of \$12,735.28, made an overpayment on November 30, 2020 of 2020 taxes. (Geo. # T287-999-0860-1600)
- Member First Mortgage C/O Lereta, LLC., in the amount of \$2,611.67, made an overpayment on December 19, 2019 of 2019 taxes. (Geo. # V893-999-4110-1800)
- 4. River Oaks Properties, in the amount of \$4,683.39, made an overpayment on December 14, 2020 of 2020 taxes. (Geo. # W189-999-0010-0100)

17. *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, Benjamin Gomez and Corinna Goron ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on December 06, 2017 in the amount of \$28. 96 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 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 Benjamin Gomez and Corinna Goron showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of \$28.96 is approved.

The City Council Meeting was **RECESSED** at 10:04 a.m. in order to convene the Mass Transit Board Meeting and the Downtown Development Corporation Meeting.

The City Council Meeting was **RECONVENED** at 10:37 a.m.

CONSENT AGENDA - NOTICE FOR NOTATION:

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

*Motion made, seconded, and unanimously carried to ACCEPT the donation of \$500 from El Paso Firefighters IAFF Local 51 to pay for COVID-19 safe Christmas activities within District 3.

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

19. *Motion made, seconded, and unanimously carried to ACCEPT the notation pursuant to Section 2.92.110 of the City Code, receipt of campaign contributions by Representative Alexsandra Annello: \$50 from Meryl Heyman, \$250 from Rick Bonart, \$1,400 from Aaron Montes, \$150 from Brian Kennedy, \$250 from Carlos Spector, \$25 from Jesus Marquez, \$3,000 from J.P. Bryan, \$50 from Michael Wyatt, \$250 from Deborah Kastrin, \$200 from Stuart Schwartz, \$250 from Ann Horak, \$50 from Octavio Dominguez, \$25 from German Hernandez, \$100 from Arturo Dominguez.

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:

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

- -
- **20.** Presentation and discussion by the COVID-19 Response and Recovery Cross-Functional Team providing information on key activities, efforts and processes.

1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

- 2. City Attorney's Office Update (Karla Nieman)
 - a) Governor Abbott's Proclamations & Orders
 - b) Emergency Ordinances
 - c) Texas Eviction Diversion Program

Ms. Karla Nieman, City Attorney, and Ms. Ana Schumacher, Assistant City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

3. CFT Operations (Chief Mario D'Agostino/Angela Mora)

Fire Chief Mario D'Agostino and Ms. Angela Mora, Public Health Director, presented a Power Point presentation (copy on file in the City Clerk's Office).

- 4. Team Lead Reports:
 - 1. Health Focus (Hector Ocaranza, M.D.)
 - a. Community Task Force Recommendations Update

Dr. Hector Ocaranza, El Paso Health Authority and Ms. Dionne Mack, Deputy City Manager, updated Council members on this section of the presentation.

Mayor Leeser and representatives Svarzbein, Hernandez, Molinar, Rodriguez, Rivera, and Lizarraga commented.

The following City staff members commented and answered questions posed by Council:

 Mr. Tommy Gonzalez, City Manager REGULAR CITY COUNCIL MEETING MINUTES JANUARY 5, 2021 14

- 2. Ms. Araceli Guerra, Managing Director Internal Services
- 3. Ms. Laura Cruz-Acosta, Strategic Communications Director
- 4. Ms. Karla Nieman, City Attorney

NO ACTION was taken on this item.

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

21. Update on the Conservation Easements for Knapp Land and Lost Dog.

Ms. Lisa Gala, Capital Improvement Redevelopment Manager, presented a PowerPoint presentation, (copy on file in the City Clerk's Office)

Representatives Svarzbein, Annello, and Molinar commented.

Mr. Sam Rodriguez, City Engineer, commented.

Dr. Rick Bonart, citizen, commented.

NO ACTION was taken on this item.

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

- **22.** Discussion on a City Council Orientation presentation by the:
 - a) City Manager that will include: Operational Overview (Organizational Transformation, Community of Excellence, Organizational Agility), Financial Overview and Capital Plan Update;

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

- 1. Mr. Tommy Gonzalez, City Manager
- 2. Mr. Robert Cortinas, Chief Financial Officer
- 3. Mr. Sam Rodriguez, City Engineer
- 4. Ms. Jessica Herrera, Economic and International Development Director
- b) City Attorney that will include: Type of City Home Rule / Council-Manager form of government, El Paso City Charter, Rules of Order, City Code, and State Laws.

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

- 1. Ms. Karla Nieman, City Attorney
- 2. Ms. Kristen Hamilton, Senior Assistant City Attorney
- 3. Ms. Victoria Hayslett, Assistant City Attorney
- 4. Mr. Manuel Arambula, Senior Assistant City Attorney

NO ACTION was taken on this item.

CALL TO THE PUBLIC – PUBLIC COMMENT

The following members of the public commented:

- 1. Dr. Rick Bonart
- 2. Ms. Marcela Salido
- 3. Ms. Bernadette Arenivas
- 4. Ms. Neysa Hardin and two students from Americas High School
- 5. Ms. Yolanda Layva
- 6. Ms. Ana Reza
- 7. Ms. Lucia Martinez
- 8. Ms. Susan B. Barnum
- 9. Mr. Lee Onate
- 10. Ms. Barbara Zavala
- 11. Ms. Edna Zavala
- 12. Mr. Tim Cabalo
- 13. Ms. Dora Villanueva
- 14. Mr. Rick Flores
- 15. Ms. Grace Torres
- 16. Ms. Linza Zavala
- 17. Ms. Petra Licon
- 18. Ms. Hilda Lozano
- 19. Ms. Cemelli De Aztlan
- 20. Mr. Philip Arnold
- 21. Dr. Selfa Chew

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- 22. Mr. Anastacio Zavala
- 23. Ms. Annette Baeza

REGULAR AGENDA - FIRST READING OF ORDINANCES

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

23. An Ordinance amending Title 14 (Aircraft and Airports) Chapter 14.24 (Commercial Air Carriers Rates and Charges) to add Section 14.24.130 Daily Cargo Parking and Building Use Fee.

Goal 3: Promote the Visual Image of El Paso:

24. An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to update permit term and renewal requirements.

PUBLIC HEARING FOR ITEMS 23 AND 24 WILL BE HELD ON JANUARY 19, 2021

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

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

25. Motion made by Representative Rivera, seconded by Representative Hernandez, and carried to AWARD Solicitation 2020-1081 Janitorial Services - Libraries to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$1,084,933.98. The award also includes two (2) year option for an estimated amount of \$723,289.32. The total value of the contract including the initial term plus option is five (5) years for an estimated amount of \$1,808,223.30. The award of this contract will provide janitorial services for the libraries.

Contract Variance:

The difference in cost, based on the comparison from previous contract, is as follows: an increase of \$229,599.66 for the initial term, which represents a 26.84% increase above the previous contract. The increase is due to the additional libraries being brought online.

Department: Award to:	Libraries Ace Government Services, LLC
•	Ace Government Services, LLC El Paso, TX ALL 3 years 2 years \$361,644.66
	453-522120-1000-53090
	453-522120-1000-53100 453-522120-1000-53110
	453-522120-1000-53120
	453-522120-1000-53130 453-522120-1000-53140
	453-522120-1000-53160 453-522120-1000-53310
	453-522120-1000-53311
Funding Source:	General Funds

Districts:

This is a Best Value, service contract.

The Purchasing & Strategic Sourcing and Public Library Departments recommend award as indicated to Ace Government Services, LLC the bidder offering the best value bid.

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

Mayor Leeser commented.

Mr. Bruce Collins, Purchasing and Strategic Sourcing Director, commented.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: Representative Rodriguez

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

26. Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to **AWARD** Solicitation No. 2021-0039 Speed Cushions to Traffic Logix Corporation for an initial three (3) year term estimated award of \$581,025.00. The award also includes a two (2) year option for an estimated amount of \$387,350.00. The total value of the contract including the initial term plus the option is five (5) years for a total estimated award of \$968,375.00. The award will support the installation and maintenance of speed cushions citywide, by the Streets and Maintenance Department, in accordance with the Neighborhood Traffic Management Program (NTMP)

Contract Variance:

The difference in cost, based on the comparison from previous contract is as follows: an increase of \$433,650.00 for the initial term, which represents a 75% increase, due to additional speed cushions under this contract.

Department:	Street and Maintenance
Award to:	Traffic Logix Corporation
	Spring Valley, NY
Items:	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$193,675.00
Initial Term Estimated Award:	\$581,025.00 (3 years)
Total Estimated Award:	\$968,375.00 (5 years)
Account No.:	532-1000-532030-32020-P3250
Funding Source:	Public Access - Maintenance and Repairs
Districts:	All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Street and Maintenance Departments recommend award as indicated to Traffic Logix Corporation, the lowest responsive, responsible bidder. In

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None

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27. Motion made by Representative Annello, seconded by Representative Rodriguez, and unanimously carried to **AWARD** Solicitation 2020-037 Yarbrough Bridge Replacement to International Eagle Enterprises, Inc. for an estimated total award of \$2,031,462.75.

Department: Award to:	Capital Improvement International Eagle Enterprises, Inc. El Paso, TX
Items:	All
Initial Term:	220 Standard Workweek Days
Base Bid I:	\$1,786,245.75
Base Bid II:	\$189,422.00
Base Bid III:	\$34,125.00
Base Bid IV:	\$21,670.00
Total Estimated Award:	\$2,031,462.75
Account No.:	190-580270-4743-38290-PCP18TRAN05
	190-580270-4950-38170-PCP18TRAN05
Funding Source:	2018 Certificates of Obligation and Federal Highway Administration Funds
Districts:	6

This is a Low Bid procurement, unit price contract.

The Purchasing and Strategic Sourcing and Capital Improvement Departments recommend award as indicated to International Eagle Enterprises, Inc., lowest responsive and responsible bidder.

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

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None

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28. Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **AWARD** Solicitation No. 2021-0077 Guardrails and Wooden Posts to Gordon's Specialties, Inc. dba G.S.I. Highway Products for an initial three (3) years for an estimated amount of \$713,400.00. The award of this contract will allow for the continual repair and/or replacement of Guard Rails and Wooden Posts damaged by vehicles throughout the City.

Contract Variance:

The difference in cost, based on comparison from previous contract is as follows: An increase of \$213,510.00 for the initial term, which represents a 42.7% increase, due to increases in pricing and additional quantities.

Department:	Streets and Maintenance
Award to:	Gordon's Specialties, Inc. dba G.S.I. Highway Products
	Hutchins, TX
Items:	All
Initial Term:	3 years
Option to Extend:	None
Annual Estimated Award:	\$237,800.00
Total Estimated Award:	\$713,400.00 (3 years)
Account No.:	532-32120-532030-1000-P3210
Funding Source:	General Fund - Public Accesses Maintenance and Repair
Districts:	All

This is a Low Bid, unit price contract.

The Purchasing and Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Gordon's Specialties, Inc. dba G.S.I. Highway Products, the lowest

responsive, responsible bidder.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

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

29.

ORDINANCE 019125

AN EMERGENCY ORDINANCE

RE-ENACTING EMERGENCY ORDINANCE NO. 019035 EXTENDING A DISASTER DECLARATION DUE TO A PUBLIC HEALTH EMERGENCY

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, on March 13, 2020, the Mayor signed a Local Emergency Declaration and requested the aid of the State Government pursuant to Texas Government Code Section 418.108; and

WHEREAS, pursuant to El Paso City Code Section 2.48.020(C), a local state of disaster declaration may not be continued or renewed for a period in excess of seven days except by or with the consent of City Council; and

WHEREAS, City Charter Section 3.10 allows for the City Council to adopt an emergency ordinance to meet a public emergency affecting, life, health, property or the public peace; and

WHEREAS, on March 17, 2020, the City Council adopted Emergency Ordinance No. 019035, Extending a Disaster Declaration Due to a Public Health Emergency; and WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly, with the most recent extension taking place on December 14, 2020; and

WHEREAS, on December 6, 2020, Governor Abbott similarly renewed the State's COVID-19 Disaster Declaration; and

WHEREAS, the number of COVID-19 active cases in El Paso is over 37,031; and

WHEREAS, El Paso is currently considered to be in an area with high hospitalizations according to Governor Abbott's Executive Order GA-32; and

WHEREAS, on December 3, 2020, the CDC Director predicted and the U.S. Surgeon General agreed that the next few months, specifically December, January and February, "are going to be the most difficult time in the public history of this nation"; and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted to continue a Disaster Declaration; and

WHEREAS, Emergency Ordinance No. 019121 which re-enacts Emergency Ordinance No. 019035 is set to expire on January 13, 2020; and

WHEREAS, the condition necessitating a declaration of a state of disaster continues to exist.

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

That the state of disaster proclaimed for the City of El Paso by the Mayor on 1. March 13, 2020, and extended by Emergency Ordinance No. 019035, is hereby reenacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.

2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

Representative Svarzbein commented.

Ms. Ana Schumacher, Assistant City Attorney, commented.

Motion made by Representative Hernandez, seconded by Representative Salcido and unanimously carried to **ADOPT** the Emergency Ordinance.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

30.

Mayor Leeser consented to the adoption of the Emergency Ordinance.

..... ORDINANCE 019126

AN EMERGENCY ORDINANCE

RE-ENACTING AND AMENDING EMERGENCY ORDINANCE NO. 019036, AS RESTATED AND AMENDED BY EMERGENCY ORDINANCE NO. 019115. AND FURTHER AMENDED BY EMERGENCY ORDINANCE NUMBERS 019118 AND 019122; PENALTY AS PROVIDED IN SECTION 8

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, by proclamation issued on March 13, 2020, the Mayor declared a local state of disaster for the City of El Paso resulting from a public health emergency; and

WHEREAS, on March 17, 2020, the City Council, pursuant to City Charter Section 3.10, adopted Emergency Ordinance No. 019036 to meet a public emergency affecting, life, health, property or the public peace; and

WHEREAS, since March 2020, City Council has re-enacted Emergency Ordinance No. 019036 monthly, with the most recent re-enactment taking place on December 14, 2020; and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted if the emergency still exists; and

WHEREAS, a disaster continues to exist and requires that certain emergency measures be taken to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, the City Council desires to amend Emergency Ordinance No. 019036 to allow call to the public to take place at 5:30 p.m. while the Rules of Order for the El Paso City Council are suspended; and

WHEREAS, the City Council desires to re-enact and amend Emergency Ordinance No. 019036, as restated and amended on November 9, 2020 (Emergency Ordinance No. 019115) and amended on November 23, 2020 (Emergency Ordinance No. 019118) and December 14, 2020 (Emergency Ordinance No. 019122) which shall remain in effect for thirty days or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

- 1. Emergency Ordinance No. 019036, as restated and amended by Emergency Ordinance No. 019115, and further amended by Emergency Ordinance Nos. 019118 and 019122, penalty as provided in Section 8, is hereby re-enacted.
- 2. That Section 4 (Suspension and Modification of Ordinances and Rules), subsection a, paragraph iv be amended to read as follows:

iv. The following sections of the Resolution Amending the Rules of Order for the El Paso City Council (the "Rules of Order"), Revised, as Effective March 3, 2020, including but not limited to exhibits, is hereby temporarily suspended and amended as follows:

- a) All references to 9:00 a.m. are changed to 3:30 P.M.
- b) All references to 12:00 noon are changed to 5:30 P.M.

Except as amended herein, the remainder of the Rules of Order are not suspended or amended, and remain in full force and effect. This Rule shall not be in effect the week of Thanksgiving through January 5, 2021; the City shall revert to its Original Rules of Order during this period.

- 3. Except as amended herein, Emergency Ordinance No. 019036, as restated and amended by Emergency Ordinance No. 019115, and further amended by Emergency Ordinance Nos. 019118 and 019122, penalty as provided in Section 8,shall remain in full force and effect and continue for thirty (30) days unless re-enacted in accordance with Charter Section 3.10 or until terminated by the City Council, whichever is sooner.
- 4. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor, pursuant to City Charter Section 3.10.

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **ADOPT** the Emergency Ordinance.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None Mayor Leeser consented to the adoption of the Emergency Ordinance.

..... **ORDINANCE 019127**

31.

AN EMERGENCY ORDINANCE **RE-ENACTING EMERGENCY ORDINANCE NO. 019091, AS AMENDED BY EMERGENCY ORDINANCE NO. 019119; PENALTY AS PROVIDED IN SECTION 6**

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, by proclamation issued on March 13, 2020, the Mayor declared a local state of disaster for the City of El Paso resulting from a public health emergency; and

WHEREAS, on March 17, 2020, El Paso City Council adopted Emergency Ordinance No. 019035 extending the City's Disaster Declaration due to a Public Health Emergency; and

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 on a monthly basis, with the most recent re-enactment taking place on December 14, 2020; and

WHEREAS, Governor Abbott has similarly renewed the State's COVID- 19 Disaster Declaration, with the most recent extension taking place on December 6, 2020; and

WHEREAS, El Paso City Charter Section 3.10 allows City Council to adopt an emergency ordinance to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, the El Paso City Council desires to support restaurants and similar establishments in their efforts to safely operate during the COVID-19 pandemic by further facilitating outdoor service and dining opportunities; and

WHEREAS, on August 31, 2020, City Council enacted an Emergency Ordinance Instituting Emergency Measures to Allow Temporary Uses on the Public Right of Way and Private Property by Suspending Various City Ordinances ("Emergency Ordinance No. 019091"); and

WHEREAS, City Council has re-enacted Emergency Ordinance No. 019091, each month, with the most recent re-enaction taking place on December 14, 2020 (Ord. No. 019123) ("Re-enacting Ordinance"); and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted if the emergency still exists; and

WHEREAS, a disaster continues to exist and requires that certain emergency measures be taken to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, the City Council desires to re-enact its August 31, 2020, Emergency Ordinance No. 019091, as amended by Emergency Ordinance No. 019119, which shall take effect immediately, and remain in effect until February 4, 2021, or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

- 1. That Emergency Ordinance No. 019091, as amended by Emergency Ordinance No. 019119 is re-enacted and shall remain in full force and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner;
- 2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried to **ADOPT** the Emergency Ordinance.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinance.

Goal 3: Promote the Visual Image of El Paso

*Motion made, seconded, and unanimously carried to DELETE an Ordinance changing the zoning of the following parcels: Parcel 1: a portion of F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso County, Texas, from R-5/sp (Residential/special permit) to C-3/sp/c Commercial/special permit/conditions); and, Parcel 2: a portion of F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso, El Paso County, Texas, from R-5/sp (Residential/special permit) to C-3/sp/c Commercial/special permit/conditions); and, Parcel 2: a portion of F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso County, Texas, from R-5/sp (Residential/special permit) to C-3/sp/c (Apartment/Office/special permit/conditions); and imposing conditions. The

A-O/sp/c (Apartment/Office/special permit/conditions); and imposing conditions. The Penalty is as provided for in Chapter 20.24 of the El Paso City Code. **THIS IS AN APPEAL AND A 211 CASE.** Subject Property: 4625 Delta Drive. Applicant: The Upright Group, LLC PZRZ20-00013

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

33. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** an Ordinance changing the zoning of portion of Tract 4G, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the adjacent Future Land Use designation south of the property and is in accordance with Plan El Paso, the City's Comprehensive Plan. Subject Property: East of Resler Dr. and South of Woodrow Bean Transmountain Rd. Applicant: CSA Design Group, Inc. c/o Adrian Holguin-Ontiveros PZRZ20-00023

34.

ORDINANCE 019128

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 1, BLOCK 1, EL PASO WEST, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-1 (LIGHT MANUFACTURING) TO C-4 (COMMERCIAL). THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

SUBJECT PROPERTY: SOUTH OF PASEO DEL NORTE BOULEVARD AND WEST OF NORTHWESTERN DRIVE APPLICANTS: FSW INVESTMENTS LP PZRZ20-00021

Motion duly made by Mayor Pro Tempore Svarzbein, seconded by Representative Lizarraga, 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 Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

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**.

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35.

ORDINANCE 019129

The City Clerk read an Ordinance entitled: AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST20-00008, TO ALLOW FOR A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY ON THE PROPERTY DESCRIBED AS TRACTS 15-D, 16-G, AND 16-H, BLOCK 8, UPPER VALLEY SURVEYS, 5545 WESTSIDE DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.470 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

SUBJECT PROPERTY: 5545 WESTSIDE DRIVE APPLICANTS: DAVID FULLER AND NORMA GARZA PZST20-00008

Motion duly made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and carried that the Ordinance be **ADOPTED**.

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

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**.

36. ORDINANCE 019130

The City Clerk read an Ordinance entitled: AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST20-00009, TO ALLOW FOR A PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 1 TO 5, BLOCK 8, SAMBRANO ADDITION, 6700 SAMBRANO AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.14.070 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

SUBJECT PROPERTY: 6700 SAMBRANO AVENUE APPLICANTS: CITY OF EL PASO PZST20-00009

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

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**.

.....

37. An Ordinance changing the zoning of Tract 2-A, Block 52, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch-Farm) and R-F/H (Ranch-Farm/Historic) to R-5 (Residential) and R-5/H (Residential/Historic). The penalty being as provided in Chapter 20.24 of the El Paso City Code. *THIS IS AN APPEAL*

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan. Subject Property: South of Americas and West of Socorro Road Applicants: B&B Socorro, LLC PZRZ20-00019

Mr. Raul Garcia, Project Manager, read floor amendment into the record.

Representatives Svarzbein, Annello, Hernandez, Salcido, Rodriguez, Rivera, and Lizarraga commented.

The following City staff members commented:

- 1. Mr. Philip Etiwe, Planning and Inspections Director
- 2. Mr. Cary Westin, Senior Deputy City Manager
- 3. Mr. Tommy Gonzalez, City Manager

The following members of the public commented:

- 1. Ms. Fabiola Campos Lopez
- 2. Mr. Bert Borsberry
- 3. Ms. Sylvia Carreon

1ST MOTION

Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried to **SUSPEND THE RULES OF ORDER** to allow the speakers additional time.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None

2ND AND FINAL MOTION

Motion made by Representative Rodriguez, seconded by Representative Salcido, and unanimously carried to **DELETE** the Ordinance

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

38.

ORDINANCE 019031

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOTS 17,18,19, AND THE WEST 15 FEET 7.5 INCHES OF LOT 20, BLOCK 30, FRANKLIN HEIGHTS ADDITION, 1301 & 1305 TEXAS AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-1 (MANUFACTURING) TO G-MU

(GENERAL MIXED USE), APPROVING A MASTER ZONING PLAN. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

SUBJECT PROPERTY: 1301 & 1305 TEXAS AVENUE. APPLICANTS: LUCBAN, LLC. PZRZ20-00020

Motion duly made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Annello, 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 Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None

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

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

.....

*Motion made, seconded, and unanimously carried to **POSTPONE FOUR WEEKS** an 39. Ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Ethics) of the El Paso City Code to perform the following: Divide the Chapter into Articles and reorganize provisions under the new Articles; add definitions for "City", "Confidential Information", "Conducting Business with the City", "Days", "Mailbox Rule", "Ministerial Act", "Newly Discovered Evidence" and "Resident"; delete definition for "Negotiating Concerning Prospective Employment" and "Person"; update definition for "Board"; relocate definitions for "Clear and Convincing", "Designated Employee", "Frivolous Complaint", and "Honorarium"; delete Section 2.92.050(G) of the Standards of Conduct; add Standard of Conduct regarding interest affecting official conduct by City Officers and Employees; add Standard of Conduct to restrict a City Officer or Employee from inducing or attempting to induce another City Officer or Employee to violate this Chapter; restrict the jurisdiction of the Ethics Review Commission to only violations by City Officers within two years of an alleged violation; update the process for complaints filed before the Ethics Review Commission; add restrictions applicable to members of other Boards and Commissions throughout the City; clarify restrictions for City Employees and Officers; add a provision to allow the Ethics Review Commission to consolidate certain complaints; eliminate prohibition of Ethics Review Commission members from participating in political campaigns or campaigns related to a City Referendum or other ballot issue; add a reconsideration process before the Ethics Review Commission for sanctioned parties; eliminate all Ethics Review Commission Panels except for a Panel to write advisory opinions for Officers or when Panel is needed to dispose of a complaint; add a provision to allow the City Attorney to write advisory opinions for employees; add a requirement for Ethics Review Commission Member to recuse themselves if a member

has engaged in Ex Parte Communications; add requirement for Ethics Review Commission members to recuse themselves if a complaint involves a City Officer whose campaign they donated to or participated in; delete Section 2.92.150 (Penalty); and clarified language throughout Chapter 2.92 (Ethics) of the El Paso City Code. The penalty for violations of Chapter2.92 (Ethics) of the El Paso City Code is listed in Section 2.92.200 (Disposition) as amended in this Ordinance.

REGULAR AGENDA – OTHER BUSINESS

.....

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

40.

RESOLUTION

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

That the City of El Paso approves the list of projects on Exhibit "A" attached hereto, totaling approximately \$4,496,619.00, which updates the document known as the "Five Year Capital Maintenance Improvement Plan for the Ballpark", as the established list of capital maintenance projects for the Ballpark also known as Southwest University Park for FY202 through FY2025 and that the City Manager be authorized to make all necessary transfers prior to the execution of the project.

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

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

The following City staff members commented:

- 1. Ms. Karla Nieman, City Attorney
- 2. Mr. Tommy Gonzalez, City Manager

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Annello, and unanimously carried to AMEND the item by adding a condition deferring all FY 2021 projects with the exception of those related to safety or security until FY 2022 (September 1, 2020) and to explore other avenues outside of the general fund for funding.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None

2ND AND FINAL MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to APPROVE, AS AMENDED, the Resolution.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

.....

41.

RESOLUTION

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

That the El Paso City Council approved the list of projects on Exhibit "A" attached here to, totaling approximately \$111,137,651.00, which updates the document known as the "El Paso International Airport Proposed Five Year Capital Improvement Plan," as the established list of Airport Capital Improvement Program projects for FY 2021 through FY 2025 and the use of the identified funding sources and that the City Manager be authorized to make all necessary budget transfers prior to the execution of the projects.

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

AYES: Representative Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None NOT PRESENT FOR THE VOTE: Representative Annello

Goal 8: Nurture and Promote a Healthy, Sustainable Community

.....

42.

RESOLUTION

WHEREAS, on July 9, 2019, the City Council for the City of El Paso adopted the Final Action Plan for 2019-2020 and on that date Authorized the City Manager to sign and submit to the United States Department of Housing and Urban Development (HUD) the 2019-2020 Annual Action Plan to include all certifications contained therein; and

WHEREAS, on March 17, 2020, the City amended the Annual Action Plan to add the Hueco Mountain Park Improvement Project ("**First Amendment**"); and

WHEREAS, on May 27, 2020, the City amended the Annual Action Plan to add projects under CARES Act Emergency Solutions Grant ("**Second Amendment**"); and

WHEREAS, on June 22, 2020, the City amended the Annual Action Plan to add the 45th Year Community Development Block Grant (CDBG-CV) and Housing Opportunities for Persons with HIV/AIDS (HOPWA-CV) funding ("Third Amendment"); and

WHEREAS, on August 18, 2020, the City amended the Annual Action Plan to delete the El Paso Child Guidance Center project (\$1,263,267), and delete the Parks and Recreation Summer Youth Program (\$65,000), and delete the Hotel and Motel for COVID-19 Positive Homeless project (\$125,000); and add \$1,263,267 to the existing contract with the Opportunity Center for the Homeless for continued operation of the temporary Delta Haven and Welcome Center, and add \$65,000 to the existing contract with the YWCA Paso del Norte Region for childcare services, and add \$125,000 to the Transportation for Homeless Individuals and Families project ("Fourth Amendment"); and

WHEREAS, on September 15, 2020, the City amended the Annual Action Plan to delete the CDBG-CV Economic Recovery Technical Assistance project (\$100,000); delete the YWCA CDBG-EN Children and Youth Services project (\$65,000); reduce the YWCA CDBG-CV Children and Youth Services project from \$250,000 to \$235,000; add \$85,000 in CDBG-CV for a Veterans Permanent Supportive Housing Case Management project; and add \$30,000 in CDBG-CV and \$65,000 in CDBG-EN for a United Way Family Resilience Center project ("Fifth Amendment"); and

WHEREAS, on October 13, 2020, the City amended the Annual Action Plan to reduce the CDBG Delta Haven and Welcome Center project by \$1,000,000; and add \$1,000,000 in CDBG for rapid rehousing of individuals and families experiencing homelessness ("**Sixth Amendment**"); and

WHEREAS, on October 27, 2020, the City amended the Annual Action Plan to reduce the CDBG-CV Financial Counseling and Bankability project by \$112,500; and add \$112, 500 in CDBG-CV to create a Digital Expansion project for the purchase of mobile hotspots ("Seventh Amendment"); and

WHEREAS, on December 15, 2020, the City amended the Annual Action Plan to reduce the Project BRAVO-COVID-19 Emergency Housing Payment Assistance Program by \$1,000,000 in CDBG-CV; add \$1,000,000 in CDBG-CV to the El Paso Rent Help Rental Assistance Program operated by Under One Roof; add \$1,100,000 in CDBG-CV to create the Inspira Hotel Emergency Shelter Project operated by Endeavors; and add \$3,021,341 in CDBG-CV to create a "hold project" for the remaining balance of CDBG-CV funds ("**Eighth Amendment**"); and

WHEREAS, the City Council, based on the recommendation of the Director of the Community and Human Development Department, now desires to amend the 2019-2020 Annual Action Plan to reduce existing projects and add new projects ("Ninth Amendment"); and

WHEREAS, on December 30, 2020 the City of El Paso posted on its website public notice and allowed a 5 day public comment period regarding the proposed amendment to the 2019-2020 Annual Action Plan and 45th Year CDBG-CV Program Budget and City Council has duly considered public comment if any.

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

- 1. That the 2019-2020 Annual Action Plan and 45th Year CDBG-CV Program Budget are hereby amended as follows:
 - a. Reduce the "hold project" for the remaining balance of CDBG-CV funds by \$341,160 in CDBG-CV;
 - b. Add \$341,160 in CDBG-CV funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors;
 - c. Add \$1,700,000 in ESG-CV funds to create a Rapid Rehousing Project;
 - d. Add \$500,000 in ESG-CV funds to create an Emergency Shelter Project;
 - e. Add \$430,000 in ESG-CV funds to create a Homeless Prevention Project;

- f. Add \$234.248 in ESG-CV funds to create a Homeless Management Information System (HMIS) Project;
- Add \$100,000 in ESG-CV funds to create a Street Outreach Project; g.
- Add \$1,000,000 in ESG-CV funds to create a Homeless Welcome Center h. Project.
- 2. That the Department of Community and Human Development, through the Director, be authorized to make the above changes to the 2019-2020 Annual Action Plan in the United States Department of Housing and Urban Development's program system.
- 3. That the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney's Office and Director of Community and Human Development Department.
- 5. Except as amended in the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment and this Ninth Amendment, the 2019-2020 Annual Action Plan and 45th Year CDBG Program Budget remains in full force and effect.

Ms. Carol Bohle, citizen, commented.

Motion made by Representative Annello, seconded by Representative Lizarraga, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None

MEMBERS OF THE CITY COUNCIL

43.

RESOLUTION

WHEREAS, a vacancy in the El Paso Water Utilities Public Service Board will occur on December 31, 2020 with the expiration of the second term of Henry Gallardo, in the area of General Business Management; and,

WHEREAS, the City of El Paso adopted Ordinance Number 017167 which requires that any vacancy in the membership of the El Paso Water Utilities Public Service Board be filled by the City Council; and,

WHEREAS, the City of El Paso by Resolution established the El Paso Water Utilities Public Service Board Selection Committee, to be comprised of the members of the Public Service Board and such additional members as appointed by the City Council to assist City Council in selecting eligible candidates to fill the vacancy; and,

WHEREAS, under the Resolution, the El Paso Water Utilities Public Service Board Selection Committee reviews resumes submitted by persons interested in filling the vacant position and submits to the City Council the names and the ranking of three eligible candidates; and,

WHEREAS, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on November 5, 2020 pursuant to the Texas Open Meetings Act and approved the nomination, ranking and recommendation of eligible candidates for consideration and appointment by City Council;

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

THAT, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on November 5, 2020 pursuant to the Texas Open Meetings Act and approved the nomination, ranking and recommendation to the City Council the following candidates to fill a vacancy on the El Paso Water Utilities Public Service Board in the area of General Business Management:

Ranked 1 st	John T. Hjalmquist
Ranked 2 nd	Charlie Intebi
Ranked 3 rd	Sam Preckett

THAT, the El Paso City Council hereby appoints Charlie Intebi to fill the vacancy on the El Paso Water Utilities Public Service Board in the area of General Business Management. The term of appointment shall commence on January 6, 2021 and shall be for a four (4) year term.

Mayor Leeser and Representative Svarzbein commented.

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: Representative Rodriguez

EXECUTIVE SESSION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Hernandez, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 6:53 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

Motion made by Representative Molinar, seconded by Representative Annello, and unanimously carried to adjourn the Executive Session at 8:35 p.m. and **RECONVENE** the meeting of the City Council during which time the following motions were made.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

EX1. Proposed open space land acquisitions. (551.072) (20-1040-1094)

NO ACTION was taken on this item.

EX2. Status of pending negotiations for several Economic and International Development Department Projects in the City of El Paso. (20-1007-2670) (551.087) (551.071)

NO ACTION was taken on this item.

-
- **EX3.** E.R., a Minor and Olga Alcantara v. Marco Jasso, Jose Rivas, Ricardo Villagran, and Jane Doe; Matter: 18-1026-9962 (551.70)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and carried that the City Attorney be granted settlement authority in an amount up to \$10,000 to resolve the case entitled, E.R., a minor, and Olga Alcantara v. EPPD Police Officers Marco Jasso, Jose Rivas, Ricardo Villagran, and Jane Doe; In the United States District Court for the Western District of Texas, El Paso Division; Civil Action No. 3:18-CV-298-FM.

In addition to negotiating a settlement agreement, the City Attorney is authorized to sign all necessary documents to effectuate this authority under Matter No. 18-1026-9962.

AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: Representative Svarzbein

EX4. Elizabeth Flores, et. Al. v. Jose Rivas and C. Sandoval; Mater: 18-1026-9855 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and carried that the City Attorney be granted settlement authority in an amount up to \$25,000 to resolve the case entitled, Elizabeth Flores, et. al. v. EPPD Police Officers Jose Rivas and C. Sandoval; In the United States District Court for the Western District of Texas, El Paso Division; Civil Action No. 3:18-CV-297-KC-ATB.

In addition to negotiating a settlement agreement, the City Attorney is authorized to sign all necessary documents to effectuate this authority under Matter No. 18-1026-9855.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

.....

NAYS: Representative Rodriguez

ADJOURN

Motion made by Representative Annello, seconded by Representative Svarzbein, and unanimously carried to **ADJOURN** this meeting at 8:39 p.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez Rivera, and Lizarraga

NAYS: None

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



Legislation Text

File #: 21-42, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 3

Airport, Sam Rodriguez, (915) 212-7301

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager be authorized to sign a Lessor's Approval of Assignment by the City of El Paso ("Lessor"), Lomeli Investments, LLC ("Assignor") and Americas Compliance Training and Drug Testing, LLC ("Assignee") for property described as Lots 8, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, also known as 7501 Lockheed, El Paso, Texas.

The remaining lease term is 36 years and 5 months with two (2) five-year options. The site is 30,825 SF at \$0.5191 per SF and the annual rent is \$16,001.26. The lease agreement expires July 24, 2057 with option to extend to July 24, 2067.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Lomeli Investments, LLC requests the ground lease be assigned to Americas Compliance Training and Drug Testing, LLC, as they are purchasing the building at 7501 Lockheed from Lomeli Investments.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? July 25, 2017 - Lease Agreement

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of

File #: 21-42, Version: 1

account. Does it require a budget transfer? N/A This is a revenue - generating item.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Aviation

AGENDA DATE: January 19, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Samuel Rodriguez, P.E. Aviation Director (915) 212-7301

DISTRICT(S) AFFECTED: 3

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

SUBJECT:

That the City Manager be authorized to sign a Lessor's Approval of Assignment by the City of El Paso ("Lessor"), Lomeli Investments, LLC ("Assignor") and Americas Compliance Training and Drug Testing, LLC ("Assignee") for property described as Lots 8, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, also known as 7501 Lockheed, El Paso, Texas.

The remaining lease term is 36 years and 5 months with two (2) five-year options. The site is 30,825 SF at \$0.5191 per SF and the annual rent is \$16,001.26. The lease agreement expires July 24, 2057 with option to extend to July 24, 2067.

BACKGROUND / DISCUSSION:

Lomeli Investments, LLC requests the ground lease be assigned to Americas Compliance Training and Drug Testing, LLC, as they are purchasing the building at 7501 Lockheed from Lomeli Investments.

PRIOR COUNCIL ACTION:

July 25, 2017 – Lease Agreement

AMOUNT AND SOURCE OF FUNDING:

N/A This is a revenue – generating item.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:

Samuel Rodrigue

Samuel Rodriguez, P.E. **Aviation Director**

(If Department Head Summary Form is initiated by Purchasing, client department should sign also) Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager is authorized to sign a Lessor's Approval of Assignment of Southern Industrial Site Lease, by and between the City of El Paso ("Lessor"), Lomeli Investments, LLC ("Assignor"), and Americas Compliance Training & Drug Testing, LLC ("Assignee") for the following described property:

Lot 8, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, commonly known as 7501 Lockheed, El Paso, Texas.

Dated this ____ day of _____ 2021.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Josette Flores Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez

Samuel Rodriguez, P.E. Director of Aviation

STATE OF TEXAS § § LESSOR'S APPROVAL OF ASSIGNMENT COUNTY OF EL PASO §

WHEREAS, the City of El Paso ("Lessor") entered into a Southern Industrial Site Lease, with an Effective Date of July 25, 2017 (the "Lease"), between the Lessor and Lomeli Investment, LLC, a Texas limited liability company ("Assignor"), for the following described property:

Lot 8, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, commonly known as 7501 Lockheed, El Paso, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Americas Compliance Training & Drug Testing, LLC.

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

1. <u>CONSENT TO ASSIGNMENT</u>. Lessor hereby approves and consents to the assignment of the Lease from Assignor to Americas Compliance Training & Drug Testing, LLC. ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

Assignee does hereby assume and agrees to be liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

- 2. <u>PROOF OF INSURANCE AND INDEMNIFICATION</u>. Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.
- 3. <u>RELEASE</u>. Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
- 4. <u>SECURITY DEPOSIT</u>. No Security Deposit is required as a condition to this Approval. 17-1003-662.001/PL#1047731/Americas Compliance Training & Drug Testing, LLC/JF

- 5. <u>**RATIFICATION OF LEASE.</u>** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.</u>
- 6. <u>ADDRESS FOR NOTICE</u>. Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: Lomeli Investments c/o Juan Carlos Lomeli MBR 4540 Trowbridge Drive El Paso, TX 79903

- ASSIGNEE: Americas Compliance Training & Drug Testing, LLC 7501 Lockheed El Paso, TX 79925 Attn: Deborah Tavoanche
- 7. <u>AUTHORIZED REPRESENTATIVE</u>. The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
- 8. <u>NON-WAIVER</u>. The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
- 9. <u>EFFECTIVE DATE</u>. The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.
- 10. <u>COUNTERPARTS</u>. This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

17-1003-662.001/PL#1047731/Americas Compliance Training & Drug Testing, LLC/JF

Page 2

APPROVED THIS _____ day of ______, 2021.

)

)

LESSOR: CITY OF EL PASO

Tomás González City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT: Samuel Rodriguez

Josette Flores Senior Assistant City Attorney Samuel Rodriguez, P.E. **Director of Aviation**

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ____ day of _____, 2021, by Tomás González as City Manager of the City of El Paso, Texas (Lessor).

My Commission Expires:

Notary Public, State of Texas

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

17-1003-662.001/PL#1047731/Americas Compliance Training & Drug Testing, LLC/JF

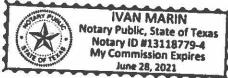
Page 3

ASSIGNOR: LOMELI INVESTMENTS, LLC

By: 12-22-2020 Print Name: Sergio Title: owner

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Texas COUNTY OF E/Pase, TX This instrument was acknowledged before me on this 22 day of Decem 20,20 by _____, its of Lomeli Investments, LLC, on behalf of said corporation (Assignor). My Commission Expires: Notary Public. State of 6-28-21



(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

17-1003-662.001/PL#1047731/Americas Compliance Training & Drug Testing, LLC/JF

ASSIGNEE: AMERICAS COMPLIANCE TRAINING & DRUG/TESTING, LLC

By: Keborah Duanc Its: Memples

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF <u>Texas</u>) COUNTY OF <u>El Paso</u>, TX

This instrument was acknowledged before me on this <u>22</u> day of <u>December</u>, 2021, by ______, its _____, Americas Compliance Training & Drug Testing, LLC, (Assignee), on behalf of said limited liablity company.

IVAN MARIN Notary Public, State of Texas Notary ID #13118779-4 My Commission Expires Notary Public State of ______ June 28, 2021

My Commission Expires:

6-28-21

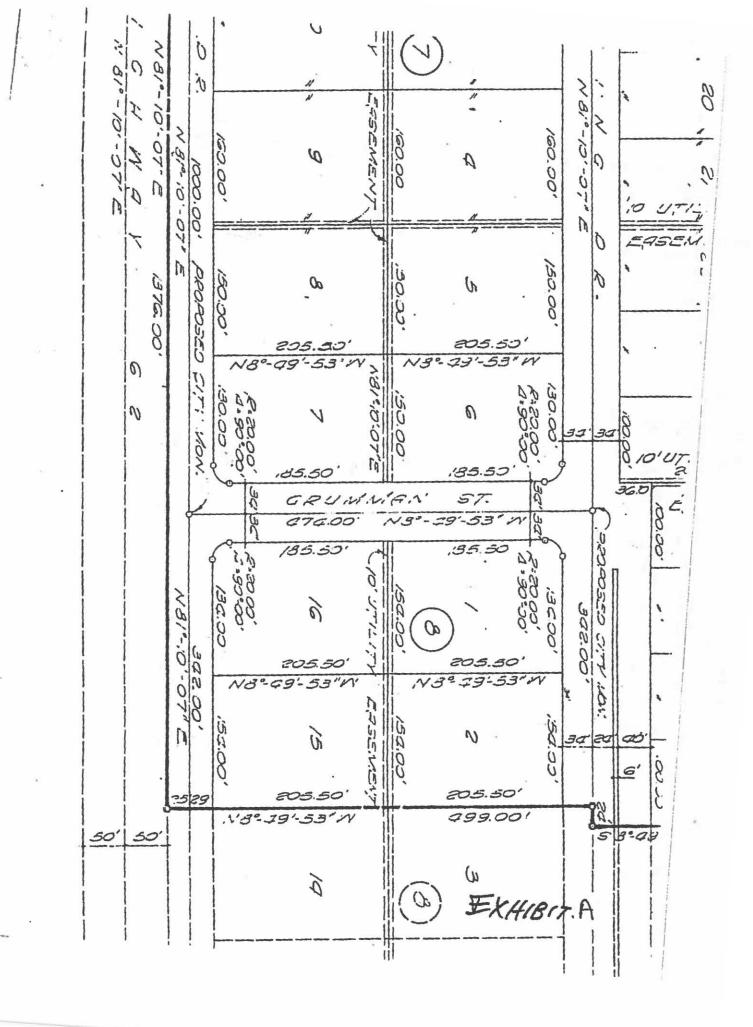
17-1003-662.001/PL#1047731/Americas Compliance Training & Drug Testing, LLC/JF

EXHIBIT "A"

Map of the Premises

 \mathbf{a}

17-1003-662 /696722/TC Industrial Site Lease/7501 Lockheed/Lomeli Investments, LLC



7501 Lockheed





Legislation Text

File #: 21-45, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 2

Airport, Sam Rodriguez, (915) 212-7301

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager be authorized to sign a Lessor's Approval of Assignment by the City of El Paso ("Lessor"), EWM P1, LLC ("Assignor") and UW CMC, LLC ("Assignee") for property described as a portion of Butterfield Trail Aviation Park, Unit Two Replat "A" an addition to the City of El Paso, El Paso County Texas, commonly known as 3640 Global Reach Drive, El Paso, Texas.

The remaining lease term is 26 years and 9 months with three (3) five-year options. The lease is for 273,830.0 square feet. The annual rent is \$37,716.82. The lease agreement expires October 31, 2047 with option to extend to October 31, 2062.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

EWM P1, LLC requests the ground lease be assigned to UW CMC, LLC as they purchased the Plant at 3640 Global Reach Drive from EWM P1, LLC

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? October 13, 2015 - Lease Agreement

AMOUNT AND SOURCE OF FUNDING:

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

File #: 21-45, Version: 1

N/A This is a revenue - generating item.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Aviation

AGENDA DATE: January 19, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Samuel Rodriguez, P.E. Aviation Director (915) 212-7301

DISTRICT(S) AFFECTED: 2

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

SUBJECT:

That the City Manager be authorized to sign a Lessor's Approval of Assignment by the City of El Paso ("Lessor"), EWM P1, LLC ("Assignor") and UW CMC, LLC ("Assignee") for property described as a portion of Butterfield Trail Aviation Park, Unit Two Replat "A" an addition to the City of El Paso, El Paso County Texas, commonly known as 3640 Global Reach Drive, El Paso, Texas.

The remaining lease term is 26 years and 9 months with three (3) five-year options. The site is 362,661.70 SF at \$0.1040 per SF and the annual rent is \$37,716.82. The lease agreement expires October 31, 2047 with option to extend to October 31, 2062.

BACKGROUND / DISCUSSION:

EWM P1, LLC requests the ground lease be assigned to UW CMC, LLC as they purchased the Plant at 3640 Global Reach Drive from EWM P1, LLC.

PRIOR COUNCIL ACTION:

October 13, 2015 - Lease Agreement

AMOUNT AND SOURCE OF FUNDING:

N/A This is a revenue - generating item.

BOARD / COMMISSION ACTION: N/A

DEPARTMENT HEAD:

Samuel Rodriguez

Samuel Rodriguez, P.E. Aviation Director

(If Department Head Summary Form is initiated by Purchasing, client department should sign also) Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Council hereby acknowledges and ratifies the Assignment and that the City Manager is authorized to sign a Lessor's Approval of Assignment of Industrial Water Plant Lease, by and between the City of El Paso ("Lessor"), EWM P1, LLC ("Assignor"), and UW CMC LLC ("Assignee") for the following described property:

A portion of Butterfield Trail Aviation Park, Unit Two, Replat "A", an addition to the City of El Paso, El Paso County, Texas, containing approximately 273,830.0 square feet of land or 6.2863 acres, more or less.

Dated this _____ day of ______ 2021.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Leslie Jean-Pierre Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez Samuel Rodriguez, P.E.

Samuel Rodriguez, P.E. Director of Aviation

STATE OF TEXAS § § LESSOR'S APPROVAL OF ASSIGNMENT COUNTY OF EL PASO §

WHEREAS, the City of El Paso ("Lessor") entered into an Industrial Water Processing Plant Lease, with an Effective Date of November 1, 2015 (the "Lease"), between the Lessor and EWM P1, LLC, a Texas limited liability company ("Assignor"), for the following described property:

A portion of Butterfield Trail Aviation Park, Unit Two, Replat "A", an addition to the City of El Paso, El Paso County, Texas, containing approximately 273,830.0 square feet of land or 6.2863 acres, more or less, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof ("Property");;

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease pursuant to Section 9.03 thereof to UW CMC LLC a Delaware limited liability company that is registered with the Texas Office of Secretary of State to transact business in Texas.

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

1. <u>CONSENT TO ASSIGNMENT</u>. Lessor hereby approves and consents to the assignment of the Lease from Assignor to UW CMC LLC. ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

Assignee does hereby assume and agrees to be liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

- 2. <u>PROOF OF INSURANCE AND INDEMNIFICATION</u>. Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.
- 3. <u>RELEASE.</u> Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.

- 4. <u>SECURITY DEPOSIT</u>. No Security Deposit is required as a condition to this Approval.
- 5. <u>**RATIFICATION OF LEASE.</u>** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.</u>
- 6. <u>ADDRESS FOR NOTICE</u>. Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: EWM P1, LLC 120 South Sixth Street, Suite 1400 Minneapolis, MN 55402 Attn: Gordon Gendler, Senior Vice President

With a copy to:

Mark Angelov Arent Fox, LLP 1301 Avenue of the Americas New York, NY 10019

- ASSIGNEE: UW CMC, LLC 3640 Global Reach Dr. El Paso, Texas 79936 Attn: S. McArthur
- 7. <u>AUTHORIZED REPRESENTATIVE</u>. The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
- 8. <u>NON-WAIVER</u>. The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
- 9. <u>EFFECTIVE DATE</u>. The Effective Date of this Lessor's Approval of Assignment will be December 3, 2020.
- 10. <u>COUNTERPARTS</u>. This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

14-1003-453.003 | 1039166 EWM Lessor's Approval of Assignment LBJ

_____, 2020. APPROVED THIS _____ day of ____

>))

)

LESSOR: CITY OF EL PASO

Tomás González **City Manager**

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

melf Habta

Kristen L. Hamilton-Karam Senior Assistant City Attorney

Samuel Rodriguez, Samuel Rodriguez, P.E.

Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

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

This instrument was acknowledged before me on this ____ day of ___ , 2020, by Tomás González as City Manager of the City of El Paso, Texas (Lessor).

My Commission Expires:

Notary Public, State of Texas

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

14-1003-453 003 | 1039166 EWM Lessor's Approval of Assignment LBJ

Page 3

ASSIGNOR: EWM P1, LLC

By: El Paso P1 Holding, LLC, Its Managing Member By: UMB Bank, N.A., As Subordinate Lien Trustee

Print Name: Gordon Gender

Title: Senior Vice President

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF MINNESOTA)

COUNTY OF HENNEPIN

This instrument was acknowledged before me on this 12"day of November. 2020 by Gordon Gendler, UMB Bank, N.A.'s Senior Vice President, on behalf of El Paso P1 Holding, LLC, the managing member of EWP P1, LLC, on behalf of EWM P1, LLC (Assignor).



My Commission Expires: Jan. 31, 2026

Notary Public, State of Minnes

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

14-1003-453.003 | 1039166 EWM Lessor's Approval of Assignment LBJ

ASSIGNEE:	UW CMC LLC, a Delaware limited
	liability company,
	By: Sturen M. Anthin
	Printed: S. McArthur
	Its: Anthonized Person

ASSIGNEE'S ACKNOWLEDGEMENT

COUNTY OF DUNA

This instrument was acknowledged before me on this 12 day of <u>Norabe</u>, 2020, by S. McArthur, its <u>Authorized Report</u> W CMC LLC, a Delaware limited liability company (Assignce), on behalf of said limited liability company.

Notary Public, State of Florida

My Commission Expires:

06-28-2022

ANY Pres	Notary Public State of Flonda
0 0%	
S 8/13 .	Christina D Moore
an all a	My Commission GG 233192
9. 8 . 6	Expires 06/28/2022

14-1003-453.003 | 1039166 EWM Lessor's Approval of Assignment LBJ



Legislation Text

File #: 21-46, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 2

Airport, Sam Rodriguez, (915) 212-7301

PUBLIC HEARING DATE: 1/19/2021

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

A Resolution to authorize the City Manager to sign a Lessor's Approval of Assignment of Butterfield Trail Industrial Park Lease by and between the City of El Paso ("Lessor"), TV6-W Holdings, LLC ("Assignee") for property described as Lot 1, Block 11, Butterfield Trail Industrial Park Unit Two, Foreign Trade Zone No. 68, City of El Paso, El Paso County, Texas municipally known and numbered as 25 Butterfield Trail Blvd., El Paso, Texas. The remaining lease term is 24 years with two (2) five-year options. The site is 119,907 square feet at \$0.20 per square feet and the annual rent is \$23,981.40. All other terms and conditions remain the same.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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 current lease agreement expires June 30, 2044. If options are exercised, the expiration date is June 30, 2054.

PRIOR COUNCIL ACTION:

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

- July 1, 2004 Butterfield Trail Industrial Park Lease between City of El Paso and W2001 TBT Real Estate Limited Partnership.
- November 22, 2004 Ground Lessor's Estoppel Certificate to Column Financial, Inc.
- April 18, 2006 Lessor's Approval of Assignment between W2001 TBT Real Estate Limited Partnership (Assignor) and Titan MAC Fund I, LP (Assignee) adopted.
- April 28, 2006 Estoppel Agreement for Titan MAC Fund I, LP.
- September 25, 2012 Lessor's Acknowledgement of Assignment of the BTIP Lease by and between the City of El Paso and PWR12MAC Industrial Portfolio Southwest LLC.
- February 11, 2013 Lessor's Acknowledgement of Assignment of the BTIP Lease by and between the City of El Paso and PXP Texas; SOCIAL TEXAS; & PEP TEXAS, LLC.
- January 27, 2015 Lessor's Acknowledgement of Assignment of the BTIP Lease by and between the City of El Paso and Tower Assets

File #: 21-46, Version: 1

Newco IX, LLC.

April 21, 2015 - Lessor's Acknowledgment of Assignment of the BTIP Lease by and between the City of El Paso and TV6-W, LLC.

AMOUNT AND SOURCE OF FUNDING:

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

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

Department Head:

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: El Paso International Airport

AGENDA DATE: January 19, 2021

PUBLIC HEARING DATE: January 19, 2021

CONTACT PERSON / PHONE NUMBER: Samuel Rodriguez, P.E., Director of Aviation - 915-212-7301

DISTRICT(S) AFFECTED: 2

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

SUBGOAL: Grow the core business of air transportation.

SUBJECT:

This Resolution is to authorize the City Manager to sign a Lessor's Approval of Assignment of Butterfield Trail Industrial Park Lease by and between the City of El Paso ("Lessor"), TV6-W, LLC ("Assignor"), and TV6 Holdings, LLC ("Assignee") for property described as Lot 1, Block 11, Butterfield Trail Industrial Park Unit Two, Foreign Trade Zone No. 68, City Of El Paso, El Paso County, Texas municipally known and numbered as 25 Butterfield Trail Blvd., El Paso, Texas. The remaining lease term is 24 years with two (2) five-year options. The site is 119,907 square feet at \$0.20 per square feet and the annual rent is \$23,981.40. All other terms and conditions remain the same.

BACKGROUND / DISCUSSION:

The current lease agreement expires June 30, 2044. If options are exercised, the expiration date is June 30, 2054.

PRIOR COUNCIL ACTION:

- July 1, 2004 Butterfield Trail Industrial Park Lease between City of El Paso and W2001 TBT Real Estate Limited Partnership.
- November 22, 2004 Ground Lessor's Estoppel Certificate to Column Financial, Inc.
- April 18, 2006 Lessor's Approval of Assignment between W2001 TBT Real Estate Limited Partnership (Assignor) and Titan MAC Fund I, LP (Assignee) adopted.
- April 28, 2006 Estoppel Agreement for Titan MAC Fund I, LP.
- September 25, 2012 Lessor's Acknowledgment of Assignment of the BTIP Lease by and between the City of El Paso and PWR12MAC Industrial Portfolio Southwest LLC.
- February 11, 2013 Lessor's Acknowledgement of Assignment of the BTIP Lease by and between the City of El Paso and PXP Texas; SOCAL TEXAS; & PEP TEXAS, LLC.
- January 27, 2015 Lessor's Acknowledgment of Assignment of the BTIP Lease by and between the City of El Paso and Tower Assets Newco IX, LLC.
- April 21, 2015 Lessor's Acknowledgment of Assignment of the BTIP Lease by and between the City of El Paso and TV6-W, LLC.

AMOUNT AND SOURCE OF FUNDING:

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

· · · ·	REQUIRED AUTHORIZATION	
DEPARTMENT HEAD:		
	20UT	
	Samuel Rodriguez, P.E., Director of Aviation	

RESOLUTION

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

That the City Manager is authorized to sign a Lessor's Approval Assignment of Butterfield Trail Industrial Park Lease by and between the City of El Paso ("Lessor"), TV6-W, LLC ("Assignor"), and TV6 Holdings, LLC ("Assignee") for the following described property:

> Lot 1, Block 11, Butterfield Trail Industrial Park Unit Two, Foreign Trade Zone No. 68, City of El Paso, El Paso County, Texas, municipally known and numbered as 25 Butterfield Trail Blvd., El Paso, Texas.

Dated this _____ day of ______ 2021.

CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.

Samuel Rodriguez, P.E. Director of Aviation

STATE OF TEXAS § § LESSOR'S APPROVAL OF ASSIGNMENT COUNTY OF EL PASO §

WHEREAS, the City of El Paso ("Lessor") entered into a Butterfield Trail Industrial Park Lease ("Lease") dated June 15, 2004, with an effective date of July 1, 2004, by and between Lessor and W2001 TBT Real Estate Limited Partnership, a Delaware limited partnership, covering the following described leased premises:

Lot 1, Block 11, Butterfield Trail Industrial Park Unit Two, Foreign Trade Zone No. 68, City of El Paso, El Paso County, Texas, municipally known and numbered as 25 Butterfield Trail Blvd., El Paso, Texas

WHEREAS, on April 18, 2006, Lessor approved a Lessor's Approval of Assignment between the Lessor, W2001 TBT Real Estate Limited Partnership and Titan MAC Fund I, LP whereby Lessor approved and consented to the assignment of the Lease to Titan MAC Fund I, LP, a Texas limited partnership;

WHEREAS, on April 28, 2006, Titan MAC Fund I, LP executed a Deed of Trust, Security Agreement and Assignment of Rents recorded in the Real Property Records of El Paso County, Texas, as Instrument No. 20060039524 (the "Security instrument") for the benefit of Principal Commercial Funding, LLC ("Original Lender"), the predecessor-in-interest by one or more assignments to PWR12-MAC Industrial Portfolio Southwest LLC, a Delaware limited liability company, and encumbered the Lease;

WHEREAS, Titan MAC Fund I, LP defaulted under the terms of the Note (as defined in the Trustee's Assignment) and Deed of Trust;

WHEREAS, on July 3, 2012, PWR12-MAC Industrial Portfolio Southwest LLC, a Delaware limited liability company, was the highest bidder at Foreclosure Sale (as defined in the Trustee's Assignment) as evidenced by a Substitute Trustee's Deed and Bill of Sale recorded in the Real Property Records of El Paso County, Texas, as Instrument No. 20120050908 (the "Trustee's Deed"),

WHEREAS, in accordance with the terms of the Lease, PWR12-MAC Industrial Portfolio Southwest LLC has succeeded to all of Titan MAC Fund I, LP's rights, interests, duties and obligations under the Lease as of July 3, 2012 pursuant to the Substitute Trustee's Deed and Bill of Sale; and

WHEREAS, effective February 11, 2013 PWR12-MAC Industrial Portfolio Southwest LLC assigned its interest in the Lease to PXP Texas, LLC, a Delaware limited liability company, an undivided 50% interest; SoCal Texas, LLC, a Delaware limited liability company, an undivided 5.25% interest, and PEP Texas, LLC, a Delaware limited liability company, an undivided 44.75% interest;

^{12-1003-216.001/}PL#1046099/Lessor's Approval of Assignment (TV6-W to TV6 Holdings/LJP

WHEREAS, on January 27, 2015 the Lease was assigned to Tower Assets Newco IX LLC ("Assignor") by that Lessor's Acknowledgment of Assignment; and

WHEREAS, on April 21, 2015 the Lease was assigned to TV6-W, LLC ("Assignor") by that Lessor's Acknowledgment of Assignment; and

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to TV6 Holdings, LLC.

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

 <u>CONSENT TO ASSIGNMENT</u>. Lessor hereby approves and consents to the assignment of the Lease from Assignor to TV6 Holdings, LLC. ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

Assignee does hereby assume and agrees to be liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

- 2. <u>PROOF OF INSURANCE AND INDEMNIFICATION</u>. Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.
- 3. <u>RELEASE.</u> Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
- 4. <u>SECURITY DEPOSIT</u>. No Security Deposit is required as a condition to this Approval.
- 5. <u>**RATIFICATION OF LEASE.</u>** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.</u>
- 6. <u>ADDRESS FOR NOTICE</u>. Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: TV6-W, LLC 4091 Viscount Ave. Memphis, TN 38118 Attn: William Orgel, President

ASSIGNEE: TV6 Holdings, LLC 8501 Congress Avenue Boca Raton, FL 33487-1307 Attn: Shawn Gans

- 7. <u>AUTHORIZED REPRESENTATIVE</u>. The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
- 8. <u>NON-WAIVER</u>. The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
- 9. <u>EFFECTIVE DATE</u>. The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.
- 10. <u>COUNTERPARTS</u>. This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

APPROVED THIS _____ day of ______, 2021.

))

)

LESSOR: CITY OF EL PASO

Tomás González City Manager

APPROVED AS/TO CONTENT:

Samuel Rodriguez, P.E. **Director of Aviation**

APPROVED AS TO FORM:

Leslie B. Jean-Pierre

Assistant City Attorney

LESSOR'S ACKNOWLEDGEMENT

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

This instrument was acknowledged before me on this ____ day of _____, 2021, by Tomás González as City Manager of the City of El Paso, Texas (Lessor).

My Commission Expires:

Notary Public, State of Texas

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)



Print Name: Neil Seidman Title: Senior Vice President

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Florida COUNTY OF Ralm Beach This instrument was acknowledged before me'on this 22 day of December by NoilSeidman [Officer's Name], St Vice President 20 al, by NoilSeidman 20<u>40</u>, by <u>No. Se : Amag</u>[Officer's Nam of TV6-W, LLC, on behalf of said corporation (Assignor). [Title] My Commission Expires: ary Public. State of phim ELIZABETHT. CHACE 2/28/2022 Notary Public - State of Florida Commission # GG 182781 My Comm. Expires Feb 28, 2022 ded through National Notary Assn.

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNEE: TV6 HOLDINGS, LI

By: Its: Senior Vice President

By: No.1 Seidman Its: Senier Vice President

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF Floridg COUNTY OF falm Boach This instrument was acknowledged before me'on this 22 day of <u>December</u> 2020, by <u>Ne.1 Seidman</u> [Officer's Name], <u>51. Vice Resident</u> [Title], TV6 Holdings, LLC a limited liablity company (Assignee). ELIZABETH T. CHACE Notary Public - State of Florida Share Commission # GG 182781 My Comm, Expires Feb 28, 2022 Bonded through National Notary Assn. Notary Public, State of Florda My Commission Expires: 2 28 2023



Legislation Text

File #: 21-50, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 2

Airport, Sam Rodriguez, (915) 212-7301

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager be authorized to sign the First Amendment to the September 1, 1972 Lease between the City of El Paso ("Lessor") and El Paso Independent School District ("Lessee") for the property described as Lots 8 and 9, Block 2-C; Lots 1,2,13, the north 77 feet of Lot 12 and the south ½ of Lot 14, all of Block 3, El Paso International Airport Tracts, El Paso International Airport, El Paso, Texas also known as 6531 Boeing Drive, El Paso, Texas.

The Rights Upon Expiration are amended to allow the asphalt and landscaping in the excepted area to remain. Improvements outside the excepted area will be removed at expiration of the lease. EPISD is required to perform an environmental site assessment of the removed and excepted areas. If remediation is required, EPISD will remediate the areas.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

EPISD is relocating its administrative offices downtown to 1014 North Stanton, El Paso, Texas. The Planetarium has been relocated to Crosby Elementary School and the Transportation operations has moved to the new Delta Operations Center.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? September 1, 1972 - Lease Agreement

File #: 21-50, Version: 1

AMOUNT AND SOURCE OF FUNDING:

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

N/A This is a revenue - generating item.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Aviation

AGENDA DATE: January 19, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Samuel Rodriguez, P.E. Aviation Director (915) 212-7301

DISTRICT(S) AFFECTED: 2

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

SUBJECT:

That the City Manager be authorized to sign the First Amendment to the September 1, 1972 Lease between the City of El Paso ("Lessor") and El Paso Independent School District ("Lessee") for the property described as Lots 8 and 9, Block 2-C; Lots 1,2,13, the north 77 feet of Lot 12 and the south ½ of Lot 14, all of Block 3, El Paso International Airport Tracts, El Paso International Airport, El Paso, Texas also known as 6531 Boeing Drive, El Paso, Texas.

The Rights Upon Expiration are amended to allow the asphalt and landscaping in the excepted area to remain. Improvements outside the excepted area will be removed at expiration of the lease. EPISD is required to perform an environmental site assessment of the removed and excepted areas. If remediation is required, EPISD will remediate the areas.

BACKGROUND / DISCUSSION:

EPISD is relocating its administrative offices downtown to 1014 North Stanton, El Paso, Texas. The Planetarium has been relocated to Crosby Elementary School and the Transportation operations has moved to the new Delta Operations Center.

PRIOR COUNCIL ACTION: September 1, 1972 – Lease Agreement

AMOUNT AND SOURCE OF FUNDING:

N/A This is a revenue – generating item.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:

EM

Samuel Rodriguez, P.E. Aviation Director

(If Department Head Summary Form is initiated by Purchasing, client department should sign also) Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to sign a First Amendment to September 1, 1972 Lease by and between the City of El Paso ("Lessor") and the El Paso Independent School District ("Lessee") regarding the following described property:

Lots 8 and 9, Block 2-C; Lots 1, 2, 13, the north 77 feet of Lot 12 and the South ¹/₂ of Lot 14, all of Block 3, El Paso International Airport Tracts, El Paso International Airport, El Paso, Texas.

APPROVED this _____ day of ______ 2021.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Kristen Lynn Hamilton-Karam Senior Assistant City Attorney

APPROVED AS TO CONTENT:

FUL

Sam Roariguez, P.E. Director of Aviation

18-1003-811 /PL#991708/ Resolution to First Amendment Industrial Site 1972 Lease/KLHK

STATE OF TEXAS)	
)	
COUNTY OF ELPASO)	

FIRST AMENDMENT TO INDUSTRIAL SITE LEASE DATED SEPTEMBER 1, 1972

This First Amendment to the Industrial Site Lease Effective Date September 1, 1972 by and between the City of El Paso ("Lessor") and the El Paso Independent School District ("Lessee") collectively (the "Parties") is entered into this ______ day of ______, 2021.

WHEREAS, effective September 1, 1972, the Lessor entered into an Industrial Site Lease ("Lease") with Lessee covering the following described property:

Lots 8 and 9, Block 2-C; Lots 1, 2, 13, the north 77 feet of Lot 12 and the south ½ of Lot 14, all of Block 3, El Paso International Airport Tracts, El Paso International Airport El Paso, Texas ("Premises").

WHEREAS, on or about May 14, 1976 Lessee transferred and assigned all of its right title and interest in a certain portion of Premises to El Paso Teachers Federal Credit Union to the leasehold estate and all improvements thereon. To the following described property:

From a Monument marking the beginning of a curve to the left, along the Monument Line of Continental Drive, thence S 01°01' 53" E along the Monument Line, 77.05 ft. to a Nail, thence, S 88° 58' 07" W, 29.00 ft., to mark on concrete, being the point of beginning of this Description; Thence S 88° 58' 07" W, 180.00 feet to a nail, Thence, N 01° 01' 53" W, 309.55 feet to a nail, Thence, N 88° 58' 07" E, 137.00 feet to a chiseled cross marked on a concrete walk, Thence 237.76 feet along the arc of a curve to the right, whose radius is 650.00 ft., whose interior angle is 20° 57' 30", and whose long chord bears S 11° 30' 38" E, a distance of 236.44 ft., Thence, S 01° 01' 53" E, 77.05 feet to the point of beginning containing in all 52,423 sq. ft. or 1.2 acres of ground, more or less;

WHEREAS, on or about June 17, 1976, the Lessor consented to the above described assignment;

WHEREAS, pursuant to Article IX – Rights Upon Termination, the Lessor shall be entitled to have the leased land returned to Lessor clear of all improvements above ground level, which have been constructed by Lessee;

WHEREAS, the Parties desire to amend Article IX of the Lease to allow certain ground level improvements such as asphalt and landscaping to remain in specified areas in order to reduce cost to Lessee and reduce the particulate air matter in and around the El Paso International Airport.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article IX, Rights Upon Expiration, is hereby amended in its entirety as follows:

Article IX, Rights Upon Expiration

Upon the expiration, termination or cessation of this Lease for any reason ("expiration"), Lessee, at its own cost and expense, shall be responsible for the removal of all improvements from the Premises, except for the asphalt and landscaping identified in Exhibit 1, incorporated herein for all purposes ("Excepted Area from Removal"), and must complete such removal within one hundred eighty (180) days from the expiration of this Lease.

No later than ninety (90) days after the removal of improvements described above, but for the Excepted Area of Removal, Lessee, at its own cost and expense, shall submit to Lessor a written copy of a current certified environmental site assessment of the Premises that complies with all applicable legal requirements, which shall include among other routine components, a soil analysis incorporating borings as may be required by Lessor, including the Excepted Area of Removal. If the environmental site assessment requires remediation, Lessor will notify Lessee within 30 days that the Premises shall require environmental remediation ("Notification"). If remediation is required, Lessee shall complete any work necessary, no later than 180 days after Lessor provides Notification, to cause the Premises to be in compliance with applicable environmental laws. If the environmental site assessment requires remediation of the Excepted Area from Removal, then Lessee shall remove the asphalt and landscaping identified in Exhibit 1 and remediate the subject area within 180 days of Notification. Upon Lessee's completion of the removal of asphalt and landscaping identified in Exhibit 1 and the remediation required by the environmental site assessment, Lessee shall notify Lessor. Lessor shall notify Lessee if remediation is not complete pursuant to Lessor's Notification within 30 days after receipt of Lessee's notice that remediation is complete, and the Parties shall agree to the timeframe to complete any remaining remediation. The City Manager or designee is authorized to agree to the timeframe for such completion on behalf of the Lessor and the Superintendent or designee is authorized to agree to the timeframe for such completion on behalf of the Lessee.

If the environmental site assessment does not require remediation, including the Excepted Area from Removal, then this Lease will automatically terminate 30 days after such notice to Lessor by Lessee, and Lessee shall have no further obligation to Lessor under the Lease.

Excluding the Excepted Area from Removal, any occupancy by Lessee for the purposes of removing the improvements, completing the environmental site assessment and any required remediation of the Premises shall be subject to the Ground Rental due hereunder, not any rental as identified in paragraph Article IV,

^{18-1003-811/}PL#991636v.4/First Amendment to Industrial Site Lease Dates September 1, 1972

D, Holding Over, and provided further that the Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) days. Excluding the Excepted Area from Removal, if Lessee should occupy the Premises beyond the identified one hundred eighty (180) days for purposes of removing the improvements, completing the environmental site assessment and any required remediation of the Premises or if Lessee should occupy the Premises beyond the identified one hundred eighty (180) day for purposes other than removing the improvements, completing the environmental site assessment and any required remediation of the Premises, Lessee shall be subject to the paragraph Article IV, D, Holding Over. If Lessee fails to provide the environmental site assessment and any required remediation of the Premises, Lessor may provide such at Lessee's expense.

- 2. Except as expressly modified here all other terms and conditions of the Industrial Site Lease effective September 1, 1972, shall remain in full force and effect and shall remain as written.
- 3. Regardless of the date executed, the Effective Date of this First Amendment to the Industrial Site Lease shall be January 19, 2021.

IN WITNESS WHEREOF, this First Amendment to the Industrial Site Lease Effective Date September 1, 1972 has been approved by the parties hereto as of the date first noted above.

(Signatures begin on the following page)

LESSOR: City of El Paso

Tomás González City Manager

APPROVED AS TO FORM:

mulf Hatela

Kristen L. Hamilton-Karam Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E. Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)) COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____day of _____ 2021 by Tomás González, as City Manager of the City of El Paso (Lessor).

My Commission Expires:

Notary Public, State of Texas

[SIGNATURES ON THE FOLLOWING PAGES]

APPROVED AS TO FORM:

LESSEE: El Paso Independent School District

Jeanne C. Collins General Counsel El Paso Independent School District Bob Geske President, Board of Trustee

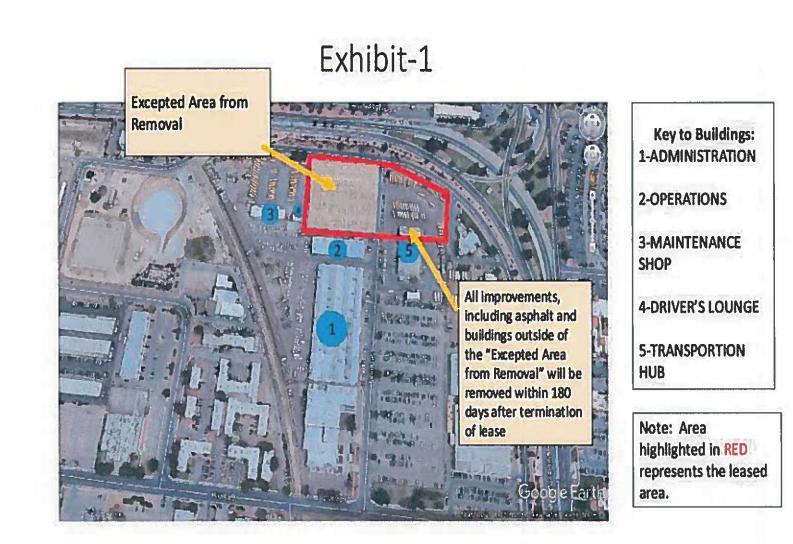
ACKNOWLEDGMENT

THE STATE OF TEXAS)) COUNTY OF EL PASO)

This instrument was acknowledged before me on this ___ day of ____ 2021 by Bob Geske as President, Board of Trustees of the El Paso Independent School District (Lessee).

My Commission Expires:

Notary Public, State of Texas



18-1003-811/PL#991636v.4/First Amendment to Industrial Site Lease Dates September 1, 1972



Legislation Text

File #: 21-52, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 2

Airport, Sam Rodriguez, (915) 212-7301

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager be authorized to sign the First Amendment to the May 1, 1980 Lease between the City of El Paso ("Lessor") and El Paso Independent School District ("Lessee") for the property described as a portion of Lot 10 and all of 11, Block 2-C;, El Paso International Airport Tracts, Unit 4, El Paso, Texas also known as 6531 Boeing Drive, El Paso, Texas.

The legal description is revised to a portion of Lot 10 from all of Lot 10. Additionally, the Rights Upon Expiration are amended to allow the asphalt and landscaping in the excepted area to remain. Improvements outside the excepted area will be removed at expiration of the lease. EPISD is required to perform an environmental site assessment of the removed and excepted areas. If remediation is required, EPISD will remediate the areas.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

EPISD is relocating its administrative offices downtown to 1014 North Stanton, El Paso, Texas. The Planetarium has been relocated to Crosby Elementary School and the Transportation operations has moved to the new Delta Operations Center.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? May 1, 1980 - Lease Agreement

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of

File #: 21-52, Version: 1

account. Does it require a budget transfer? N/A This is a revenue - generating item.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Aviation

AGENDA DATE: January 19, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Samuel Rodriguez, P.E. Aviation Director (915) 212-7301

DISTRICT(S) AFFECTED: 2

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

SUBJECT:

That the City Manager be authorized to sign the First Amendment to the May 1, 1980 Lease between the City of El Paso ("Lessor") and El Paso Independent School District ("Lessee") for the property described as a portion of Lot 10 and all of 11, Block 2-C, El Paso International Airport Tracts, Unit 4, El Paso, Texas also known as 6531 Boeing Drive, El Paso, Texas.

The legal description is revised to a portion of Lot 10 from all of Lot 10. Additionally, the Rights Upon Expiration are amended to allow the asphalt and landscaping in the excepted area to remain. Improvements outside the excepted area will be removed at expiration of the lease. EPISD is required to perform an environmental site assessment of the removed and excepted areas. If remediation is required, EPISD will remediate the areas.

BACKGROUND / DISCUSSION:

EPISD is relocating its administrative offices downtown to 1014 North Stanton, El Paso, Texas. The Planetarium has been relocated to Crosby Elementary School and the Transportation operations has moved to the new Delta Operations Center.

PRIOR COUNCIL ACTION:

May 1, 1980 - Lease Agreement

AMOUNT AND SOURCE OF FUNDING:

N/A This is a revenue – generating item.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:

on

Samuel Rodriguez, P.E. Aviation Director

(If Department Head Summary Form is initiated by Purchasing, client department should sign also) Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to sign a First Amendment to May 1, 1980 Lease by and between the City of El Paso ("Lessor") and the El Paso Independent School District ("Lessee") regarding the following described property:

A portion of Lot 10 and all of 11, Block 2-C, El Paso International Airport Tracts, Unit 4, El Paso International Airport, El Paso, Texas.

APPROVED this _____ day of ______ 2021.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Kristen Lynn Hamilton-Karam Senior Assistant City Attorney

APPROVED AS TO CONTENT:

FUL

Sam Rodriguez, P.E. Director of Aviation

STATE OF TEXAS)) COUNTY OF ELPASO)

FIRST AMENDMENT TO INDUSTRIAL SITE LEASE DATED MAY 1, 1980

This First Amendment to the Industrial Site Lease Effective Date May 1, 1980 by and between the City of El Paso ("Lessor") and the El Paso Independent School District ("Lessee") collectively (the "Parties") is entered into this _____day of ______, 2021.

WHEREAS, effective May 1, 1980, the Lessor entered into an Industrial Site Lease ("Lease") with Lessee covering the following described property:

A portion of Lot 10 and all of 11, Block 2-C, El Paso International Airport Tracts, Unit 4, El Paso, Texas ("Premises").

WHEREAS, Article I, Paragraph A contained an error in the legal description, which did not state that only a portion of Lot 10 was included in the premises demised, and the Parties wish to correct such error, and acknowledge that Exhibit B to the Original Lease contained the correctly described property, which was known to both parties throughout the full term of the Lease to date;

WHEREAS, pursuant to Article IX – Rights Upon Termination, the Lessor shall be entitled to have the leased land returned to Lessor clear of all improvements above ground level, which have been constructed by Lessee;

WHEREAS, the Parties desire to amend Article IX of the Lease to allow certain ground level improvements such as asphalt and landscaping to remain in specified areas in order to reduce cost to the Lessee and reduce the particulate air matter in and around the El Paso International Airport.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. That Article I, Paragraph A is hereby amended and corrected to read:

A. DESCRIPTION OF PREMISES DEMISED. The premises hereby are:

A portion of Lot 10 and all of Lot 11, Block 2-C, .El Paso International Airport Tracts, Unit 4.

The location of the leased premises is set forth on Exhibits A and B, attached hereto and by this reference made a part hereof.

2. Article IX, Rights Upon Expiration is hereby amended in its entirety as follows:

Article IX, Rights Upon Expiration

Upon the expiration, termination or cessation of this Lease for any reason

18-1003-811/PL#991634v.5/First Amendment to Industrial Site Lease dated May 1, 1980/KLHK

("expiration"), Lessee, at its own cost and expense, shall be responsible for the removal of all improvements from the Premises, except for the asphalt and landscaping identified in Exhibit 1, incorporated herein for all purposes ("Excepted Area from Removal"), and must complete such removal within one hundred eighty (180) days from the expiration of this Lease.

No later than ninety (90) days after the removal of improvements described above, but for the Excepted Area of Removal, Lessee, at its own cost and expense, shall submit to Lessor a written copy of a current certified environmental site assessment of the Premises that complies with all applicable legal requirements, which shall include among other routine components, a soil analysis incorporating borings as may be required by Lessor, including the Excepted Area of Removal. If the environmental site assessment requires remediation, Lessor will notify Lessee within 30 days that the Premises shall require environmental remediation ("Notification"). If remediation is required, Lessee shall complete any work necessary, no later than 180 days after Lessor provides Notification, to cause the Premises to be in compliance with applicable environmental laws. If the environmental site assessment requires remediation of the Excepted Area from Removal, then Lessee shall remove the asphalt and landscaping identified in Exhibit 1 and remediate the subject area within 180 days of Notification. Upon Lessee's completion of the removal of asphalt and landscaping identified in Exhibit 1 and the remediation required by the environmental site assessment, Lessee shall notify Lessor. Lessor shall notify Lessee if remediation is not complete pursuant to Lessor's Notification within 30 days after receipt of Lessee's notice that remediation is complete, and the Parties shall agree to the timeframe to complete any remaining remediation. The City Manager or designee is authorized to agree to the timeframe for such completion on behalf of the Lessor and the Superintendent or designee is authorized to agree to the timeframe for such completion on behalf of the Lessee.

If the environmental site assessment does not require remediation, including the Excepted Area from Removal, then this Lease will automatically terminate 30 days after such notice to Lessor by Lessee, and Lessee shall have no further obligation to Lessor under the Lease.

Excluding the Excepted Area from Removal, any occupancy by Lessee for the purposes of removing the improvements, completing the environmental site assessment and any required remediation of the Premises shall be subject to the Ground Rental due hereunder, not any rental as identified in paragraph Article IV, D, Holding Over, and provided further that the Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) days. Excluding the Excepted Area from Removal, if Lessee should occupy the Premises beyond the identified one hundred eighty (180) days for purposes of removing the improvements, completing the environmental site assessment and any required

remediation of the Premises or if Lessee should occupy the Premises beyond the identified one hundred eighty (180) day for purposes other than removing the improvements, completing the environmental site assessment and any required remediation of the Premises, Lessee shall be subject to the paragraph Article IV, D, Holding Over. If Lessee fails to provide the environmental site assessment and any required remediation of the Premises, Lessor may provide such at Lessee's expense.

- 3. Except as expressly modified here all other terms and conditions of the Industrial Site Lease effective May 1, 1980, shall remain in full force and effect and shall remain as written.
- 4. Regardless of the date executed, the Effective Date of this First Amendment to the Industrial Site Lease shall be January 19, 2021.

IN WITNESS WHEREOF, this First Amendment to the Industrial Site Lease has been approved by the parties hereto as of the date first noted above.

LESSOR: CITY OF EL PASO

Tomás González City Manager

APPROVED AS TO FORM:

nulf Habla

Kristen L. Hamilton-Karam Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E. Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)) COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of ______ 2021 by Tomás González, as City Manager of the City of El Paso (Lessor).

My Commission Expires:

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]

18-1003-811/PL#991634v.5/First Amendment to Industrial Site Lease dated May 1, 1980/KLHK

APPROVED AS TO FORM:

LESSEE: El Paso Independent School District

Jeanne C. Collins General Counsel El Paso Independent School District Bob Geske President, Board of Trustee

ACKNOWLEDGMENT

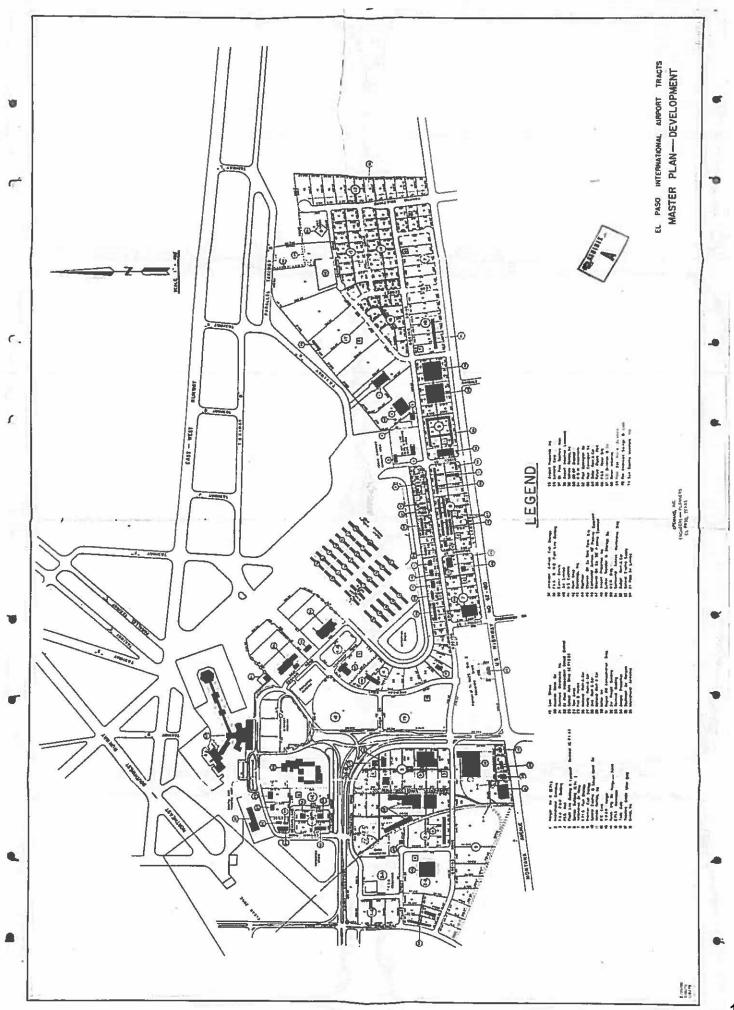
THE STATE OF TEXAS)) COUNTY OF EL PASO)

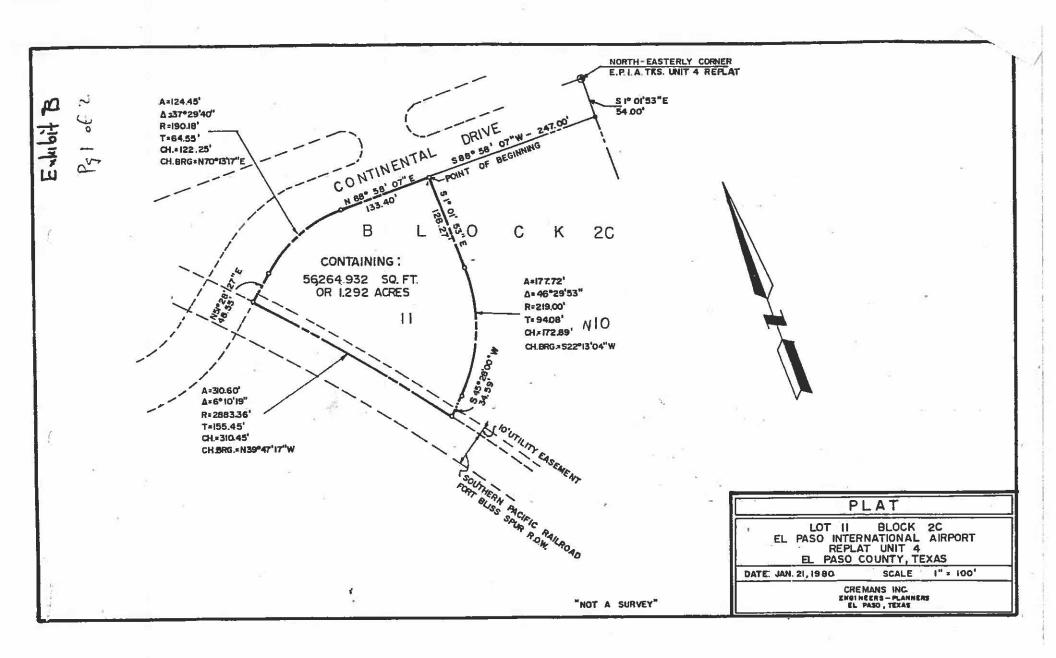
This instrument was acknowledged before me on this ____ day of _____ 2021 by Bob Geske as President, Board of Trustees of the El Paso Independent School District (Lessee).

My Commission Expires:

Notary Public, State of Texas

18-1003-811/PL#991634v.5/First Amendment to Industrial Site Lease dated May 1, 1980/KLHK





PREPARED FOR:

El Paso International Airport Lot II Block 2C El Paso International Airport Tracts Replat Unit 4 El Paso County, Texas

PROPERTY DESCRIPTION

Description of a parcel of land being Lot 11, Block 2C, El Paso International Airport Tracts, Unit & Replat, El Paso County, Texas and being more particularly described by metes and bounds as follows:

From a point, said point being the northeasterly corner of El Paso International Airport Tracts, Replat Unit 4, said point also lying on the northerly right-of-way line of Continental Drive, thence South 1° Ol' 53" East a distance of 54.00 feet to a point on the southerly right-of-way line of Continental Drive; thence, along said right-of-way line, South 88° 58' 07" West a distance of 247.00 feet to THE POINT OF BEGINNING;

Thence South 1" 01' 53" East a distance of 128.27 feet;

Thence 177.72 feet along the arc of a curve to the right whose interior angle is 46° 29' 53", whose radius is 219.00 feet, whose chord bears South 22° 13' 04" West a distance of 172.89 feet;

Thence South 45° 28' 00" West a distance of 34.59 feet to a point lying on the easterly right-of-way line of the Southern Pacific Railroad Fort Bliss Spur Tract;

Thence along said railroad right-of-way line, 310.60 feet along the arc of a curve to the left whose interior angle is 6° 10' 19", whose radius is 2883.36 feet whose chord bears North 39° 47' 17" West a distance of 310.45 feet to a point, said point lying on the southerly right-of-way line of Continental Drive;

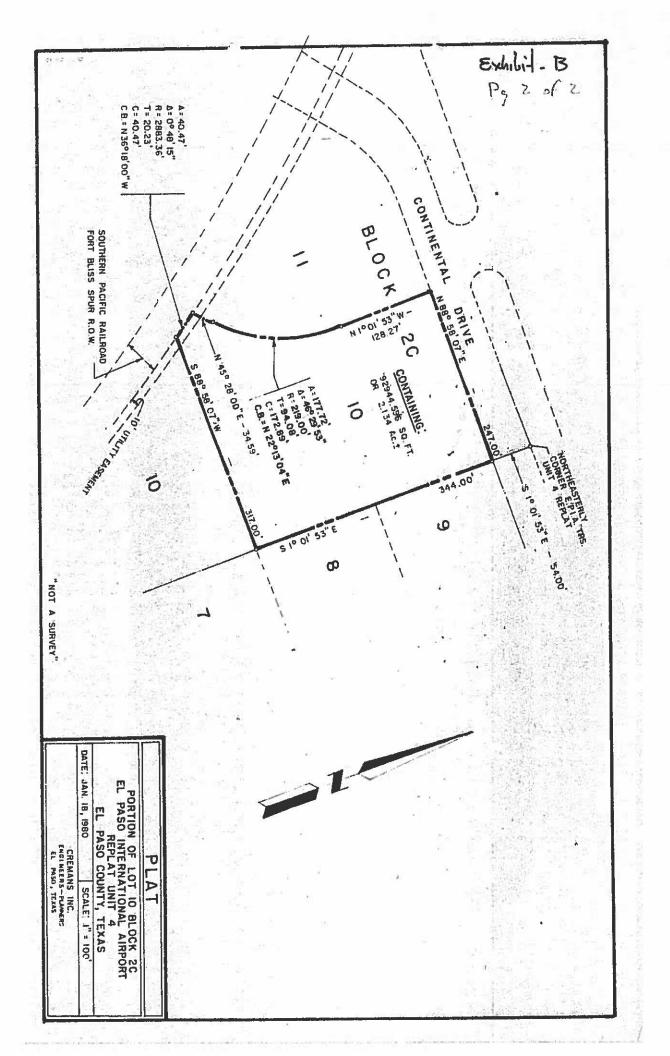
Thence North 51° 28' 27" East, along said right-of-way line a distance of 48.55 feet;

Thence continuing on the said right-of-way line 124.45 feet along the arc of a curve to the right whose interior angle is 37° 29' 40", whose radius is 190.18 feet, whose chord bears North 70° 13' 17" East a distance of 122.25 feet;

Thence along said right-of-way line, North 88° 58' 07" East a distance of 133.40 feet to THE POINT OF BEGINNING and containing in all 56264.932 square feet or 1.292 acres of land more or less.

Ramon E. Lara, P.E. CREMANS, INC.

January 17, 1980



PREPARED FOR: El Paso International Airport A Portion of Lot 10 Block 2C El Paso International Airport Tracts Replat of Unit 4 El Paso County, Texas

PROPERTY DESCRIPTION

Description of a parcel of land being a Portion of Lot 10 Block 2C, El Paso International Airport Tracts, Replat Unit 4, El Paso County, Texas and being more particularly (escribed by metes and bounds at follows:

From a point, said point being the northeasterly corner of El Paso International Airport Tract Unit 4, said point also lying on the northerly right-of-way line of Continental Drive, thence South 1° 01' 53" East a distance of 54.00 feet to a point on the south-rly right-of-way line of Continental Drive, said point being THE POINT OF BEGINSING;

> Thence 2 outh 1" 01' 53" East a distance of 344.00 feet along the easte 1/ boundary line of said tract;

Thence with 88° 58' 07" West a distance of 317.00 feet to a point lying c the easterly right-of-way line of the Southern Pacific Raliroe: Fort Bliss Sour Tract;

Theore and said Rai road right-of-way line, 40.47 feet along the arc of surve to the 'eft, whose interior angle is 0° 48' 15 whose work us is 2883. 6 feet whose chord bears North 36° 18' on the a discence of 40.47 feet;

Thence Month 45° 28' 00" East a distance of 34.59 feet;

Thence '' 72 feet along the arc of a curve to the left whose interior angle is 46° 29' 55", whose radius is 219.00 feet, whose chord bears - 22" 13' C'" East a distance of 172.89 feet;

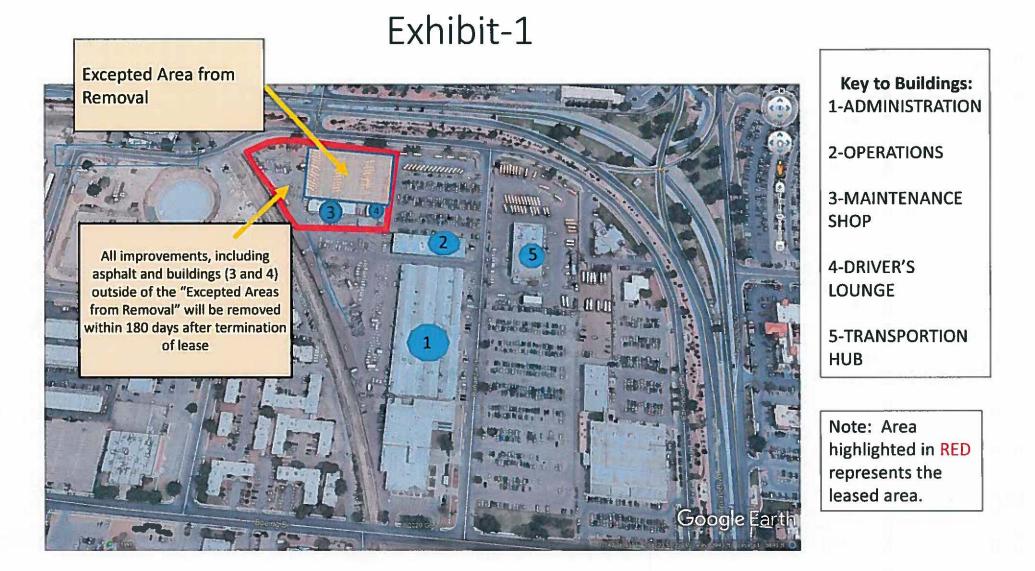
Thence North " 01' 53" West a distance of 128.27 feet to a point lying to the southerly right-of-way line of Continental Drives

Thence North SS 58' 07" East along sold right-of-way line a distance of 247.00 feet to THE POINT OF BEGINNING and containing in all 92944.596 square feet or 2.134 acres of land more or less.

P

Ramon E. Lara, _REMANS, INC.

January 17, 1980





Legislation Text

File #: 21-44, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Municipal Courts, Lilia Worrell, (915) 212-5822

PUBLIC HEARING DATE: 1/19/2021

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

SUBGOAL: 2.7 Maximize Municipal Court efficiency and enhance customer experience

SUBJECT:

That the City Manager be authorized to execute a Contract with Maria Ramirez, Judge of the Municipal Court of Appeals, to provide reasonable compensation to the Judge to cover her own clerical support and other administrative requirements for the administration of the court. The contract is for \$2,000 per month (\$24,000 per year), totaling \$96,000 over the 4-year term of the contract.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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 Appellate Court is a separate court, located off premises. The contract will allow Judge Ramirez to provide her own clerical assistance and other administrative support for the operation of the Court.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Yes - for Judge Odell Holmes adopted on June 27, 2017.

AMOUNT AND SOURCE OF FUNDING:

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

The item has been budgeted in the Judiciary budget - General Fund. Dept 111 Fund 1000 Division 11060 Account 522150.

Department Head:

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Municipal Co	urts
AGENDA DATE:	January 19, 20	021
CONTACT PERSON	S/PHONE:	Lilia Worrell, Municipal Court Clerk, 212-5822
DISTRICT(S) AFFEC	TED: <u>All</u>	

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

SUBJECT:

APPROVE a resolution I ordinance I lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager be authorized to execute a Contract with Maria Ramirez, Judge of the Municipal Court of Appeals, to provide reasonable compensation to the Judge to cover her own clerical support and other administrative requirements for the administration of the court. The contract is for \$ 2,000 per month (\$ 24,000 per year), totaling \$ 96,000 over the 4-year term of the contract.

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 Appellate Court is a separate court, located off premises. The contract will allow Judge Ramirez to provide her own clerical assistance and other administrative support for the operation of the Court.

PRIOR COUNCIL ACTION:

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

Yes – for Judge Odell Holmes

AMOUNT AND SOURCE OF FUNDING:

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

The item has been budgeted in the Judiciary budget – General Fund. Dept 111 Fund 1000 Division 11060 Account 522150

BOARD / COMMISSION ACTION:

None at this time.

DEPARTMENT HEAD:

Liha Worrell

RESOLUTION

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

That the City Manager be authorized to execute a Contract with Maria Ramirez, Judge of the Municipal Court of Appeals, to provide reasonable compensation to the Judge to cover her own clerical support and other administrative requirements for the administration of the court. The contract is for \$ 2,000 per month (\$ 24,000 per year), totaling \$ 96,000 over the 4-year term of the contract.

ADOPTED this the __day of January, 2021.

CITY OF EL PASO, TEXAS

Oscar Leeser Mayor of the City of El Paso

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

In Sch La

Ana Schumacher Assistant City Attorney

APPROVED AS TO CONTENT:

Lilia Worrell Municipal Court Clerk

1

<u>AFFIDAVIT</u>

TATE OF TEXAS	§
	Ş
COUNTY OF EL PASO	Ş

BEFORE ME, on this day personally appeared the Honorable Maria B. Ramirez, being by me duly sworn, and deposed as follows:

"My name is Maria B. Ramirez, Municipal Court of Appeals Judge for the City of El Paso, Texas. I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

- 1. I, Maria B. Ramirez, have not been convicted of any felony, or a misdemeanor involving moral turpitude.
- 2. I have been a resident of the City of El Paso for the 12 months preceding the November 3, 2020 election."

Further, Affiant sayeth not.

Maria B. Ramirez Municipal Court of Appeals Judge for the City of El Paso, Texas

Approved as to form:

Ana Schumacher Assistant City Attorney El Paso, Texas

NĎ F 3151739.4

MY COMMISSION EXPIRES:

4-4.2022

21-1043-645/1048836/AS/Affidavit for Hon. Maria B. Ramirez



Legislation Text

File #: 19-851, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 7

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

PUBLIC HEARING DATE: 12/8/2020

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL: 3.1 Improve the visual impression of the community (gateways, corridors, intersections, and parkland)

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

A Resolution approving a Detailed Site Development Plan for a portion of Tract 1, Block 5 and a Portion of Tract 1, Block 6, Christy Tract, 588 South Yarbrough, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 588 South Yarbrough Applicant: Sitework Engineering, LLC PZDS20-00026 [POSTPONED FROM 12-08-2020 AND 01-05-2021]

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Detailed Site Development Plan approval for a proposed apartment complex as required per Ordinance No. 8707, dated June 24, 1986, requiring that prior to the issuance of any building permits, a detailed site development plan must be approved by the City Plan Commission and the Mayor and City Council. City Plan Commission recommended 8-0 to approve the proposed PZDS20-00026 on October 29, 2020. As of November 30, 2020, staff has received no communication in support/opposition of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Planning & Inspections, Planning Division

AGENDA DATE: December 8, 2020

CONTACT PERSON NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553 Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes 3.2 Improve the visual impression of the community

SUBJECT:

A resolution approving a Detailed Site Development Plan for a portion of Tract 1, Block 5 and a Portion of Tract 1, Block 6, Christy Tract, 588 South Yarbrough, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 588 South Yarbrough Applicant: Sitework Engineering, LLC PZDS20-00026

BACKGROUND / DISCUSSION:

Detailed Site Development Plan approval for a proposed apartment complex as required per Ordinance No. 8707, dated June 24, 1986, requiring that prior to the issuance of any building permits, a detailed site development plan must be approved by the City Plan Commission and the Mayor and City Council. City Plan Commission recommended 8-0 to approve the proposed PZDS20-00026 on October 29, 2020. As of November 30, 2020, staff has received no communication in support/opposition of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

DEPARTMENT HEAD:

Lhles Ele

Philip F. Etiwe – Planning and Inspections Director

RESOLUTION

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR A PORTION OF TRACT 1, BLOCK 5 AND A PORTION OF TRACT 1, BLOCK 6, CHRISTY TRACT, 588 SOUTH YARBROUGH, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, ESTANCIAS VALENCIA, LLC, (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval. The detailed site development plan is subject to the development standards in the C-1/SC (COMMERCIAL/SPECIAL CONTRACT) District regulations and subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"** and is incorporated herein by reference for all purposes; and,

WHEREAS, pursuant to Ordinance No. 8707, approval of the detailed site development plan is required by the City Plan Commission and the City Council: and

WHEREAS, a report was made by the staff to the City Plan Commission and a public hearing was held regarding such application;

WHEREAS, the City Plan Commission has approved and herein recommends Council approval of the subject detailed site development plan; and

WHEREAS, the City Council finds that the detailed site development plan meets all applicable requirements of the El Paso City Code:

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

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, on the following described property which is located in a C-1/SC (COMMERCIAL/SPECIAL CONTRACT) District:

A PORTION OF TRACT 1, BLOCK 5, AND A PORTION OF TRACT 1, BLOCK 6, CHRISTY TRACT, 588 SOUTH YARBROUGH, City of El Paso, El Paso County, Texas, and as more particularly described on the attached **Exhibit "A**".

2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit** "**B**" and incorporated herein by reference.

3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the C-1/SC (COMMERCIAL/SPECIAL CONTRACT) District regulations.

PZDS20-00026

Page 1 of 3

4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the C-1/SC (COMMERCIAL/SPECIAL CONTRACT) District. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

APPROVED this _____ day of _____, 2020.

THE CITY OF EL PASO

Dee Margo Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Leslie B.Jean-Pierre

Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director Planning & Inspections Department

(Agreement on following page)

Page 2 of 3

DEVELOPMENT AGREEMENT

By execution hereof, ESTANCIAS VALENCIA, LLC, ("Owner"), identified in the Resolution to which this Development Agreement is attached, hereby covenant and agree, to develop the above-described property in accordance with the approved Detailed Site Development Plan, and in accordance with the standards applicable to the C-1/SC (COMMERCIAL/SPECIAL CONTRACT) District located within the City of El Paso.

EXECUTED this Ind day of December, 2020.

ESTANCIAS VALENCIA, LLC By: Landh Val

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument is acknowledged before me on this 21d day of December, 2020, by Edvardo Valencia, in his legal capacity on behalf of Estancias Valencia LLC

My Commission Expires:

5/21/2020

aura L Chacon Ay Commission Expires 05/21/2022 0. 124737805

Texas

Notary Public, State of

(Exhibits on the following pages)

PZDS20-00026

Page 3 of 3

Being a portion of Tract 1, Block 5 and A portion of Tract 1, Block 6, Christy Tract, City of El Paso, El Paso County, Texas August 17, 2020

METES AND BOUNDS DESCRIPTION Exhibit "A"

FIELD NOTE DESCRIPTION of being a portion of Tract 1, Block 5 and a portion of Tract 1, Block 6, Christy Tract, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found iron rod on the southwesterly corner of Tract 1, Block 5 and the easterly right-of-way line of Yarbrough Drive (R.O.W. varies), also being the POINT OF BEGINNING of the herein described parcel;

THENCE, leaving said southwesterly corner and along the Easterly right-of-way line of Yarbrough Drive, North 18°47'00" East, a distance of 30.67 feet to a found iron rod for corner;

THENCE, continuing along said easterly right-of-way line, 338.87 feet along the arc of a curve to the left whose radius is 4,244.71 feet, whose interior angle is 04°34'27", whose chord bears North 27°38'18" East, a distance of 338.78 feet to a found iron rod for corner;

THENCE, leaving easterly right-of-way line of Yarbrough Drive, South 71°10'00" East, a distance of 331.42 feet to a found chiseled "V" for corner;

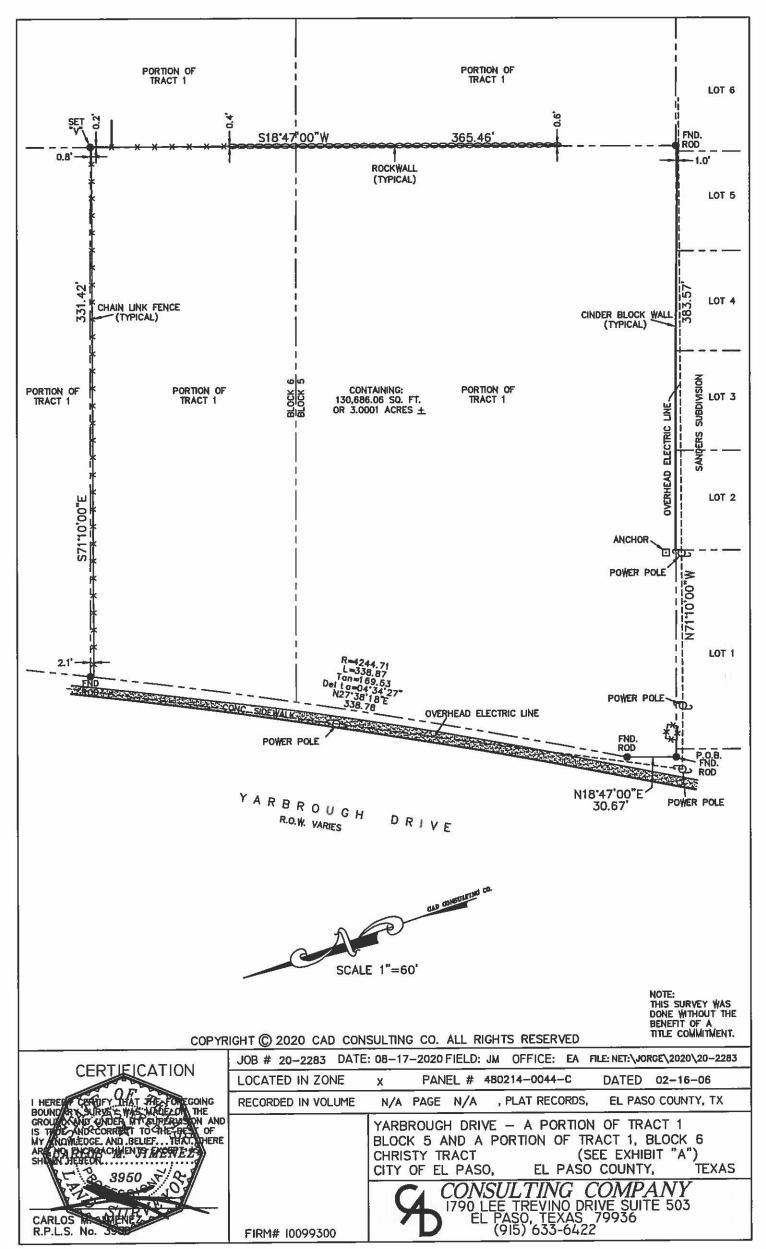
THENCE, South 18°47'00" West, a distance of 365.46 feet to a found iron rod for corner at the common boundary line of Sanders Subdivision and Christy Tract;

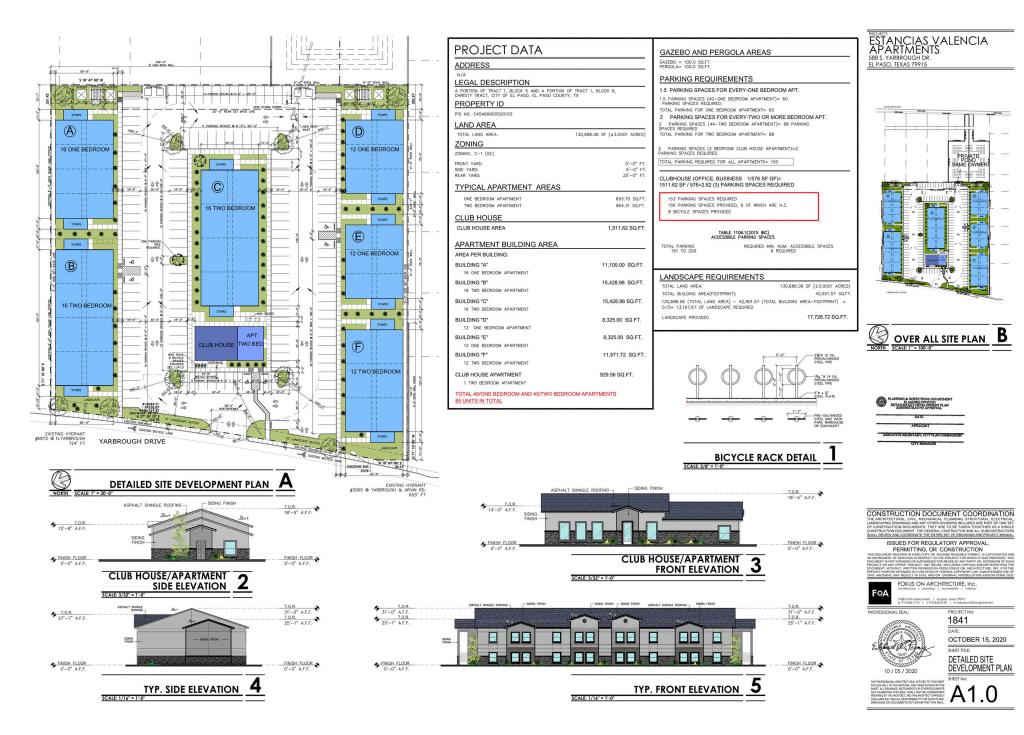
THENCE, along the common boundary line of Christy Tract and Sanders Subdivision, North 71°10'00" West, a distance of 383.57 fee to the **POINT OF BEGINNING** of the herein described parcel and containing 130,686.06 square feet or 3.0001 acres of land more or less.

CAD Consulting Co. 1790 Lee Trevino Drive. Suite 503 El Paso, Texas 79936 (915) 633-6422 I:\M&B\2020\20-2283_Yarbrough Drive.wpd



EXHIBIT "A"





588 S. Yarbrough Drive

City Plan Commission — October 29, 2020

CASE NUMBER:	PZDS20-00026
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Estancias Valencia, LLC
REPRESENTATIVE:	Sitework Engineering, LLC
LOCATION:	588 S. Yarbrough Drive (District 7)
PROPERTY AREA:	3.00 acres
REQUEST:	Detailed Site Development Plan Approval per Ordinance No. 8707
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of October 22, 2020

SUMMARY OF REQUEST: Detailed Site Development Plan review for a proposed apartment complex as required per Ordinance No. 8707, dated June 24, 1986, requiring that prior to the issuance of any building permits, a detailed site development plan must be approved by the City Plan Commission and the Mayor and City Council.

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is consistent with the surrounding single-family and apartment residential development and meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan. Furthermore, the development complies with the G-3 Post-War land use designation of *Plan El Paso*.

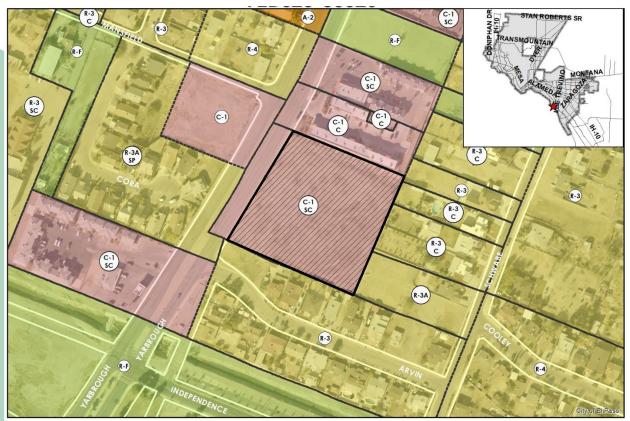


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting approval of a Detailed Site Development Plan to develop a proposed apartment complex, that includes seven (7) buildings, from which six (6) will be solely for residential use and one (1) to serve as office/club house with an additional residential unit. There are 85 units in total being proposed, consisting of 40 one-bedroom units and 45 two-bedroom units. Required maximum parking for the property is 154 vehicular spaces consisting of 148 regular parking spaces and six (6) accessible parking spaces, and eight (8) bicycle spaces. The proposed development provides 156 vehicular spaces consisting of 150 regular parking spaces and six (6) accessible parking spaces, and eight (8) bicycle spaces. In addition to required landscape requirements, the development includes one (1) parking tree as required per El Paso City Code Section 20.14.050.E. Primary access to proposed development will be from Yarbrough Drive.

PREVIOUS CASE HISTORY: None.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The abutting property to the north is zoned C-1 (Commercial) and consists of an apartment complex. Abutting properties to the east and south are zoned R-3 (Residential) consisting of single-family dwellings. Abutting properties to the west across Yarbrough Drive are zoned R-3A (Residential) and C-1 (Commercial), consisting of single-family homes and a vacant lot. The nearest school is Rio Bravo Middle School (0.55 miles) and the nearest park is J. P. Shawyer (0.10 miles).

COMPLIANCE WITH THE ZONING ORDINANCE – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:

COMPLIANCE WITH THE ZONING ORDINANCE – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:

	THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER				
EVALUATING THE FOLLOWING FACTORS:					
	Historic District or Special Designations & Study Area	N/A The proposed development is not within a			

Historic District or Special Designations & Study Area	N/A. The proposed development is not within any
Plans: Any historic district or other special designations	historic districts or study area plan boundaries.
that may be applicable. Any adopted small areas plans,	
including land-use maps in those plans.	
Potential Adverse Effects: Potential adverse effects	There are no anticipated adverse impacts from the
that might be caused by approval or denial of the	approval of the Detailed Site Development Plan
special permit.	request.
Natural Environment: Anticipated effects on the	The subject property does not involve greenfield or
natural environment.	environmentally sensitive land or arroyo disturbance.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Main access to the proposed apartment complex will be from Yarbrough Drive, which is designated as a Major Arterial as per the City of El Paso's Major Thoroughfare Plan and is adequate for an apartment complex. A bus stop is located in close proximity to the proposed development. Sidewalks exist adjacent to the property and on both sides of Yarbrough for pedestrian accessibility. Turning access for traffic on Yarbrough Drive going southbound might require coordination with the Streets Department, as there is an existing landscaped median.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: There are no adverse comments from reviewing departments.

PUBLIC COMMENT: None as of October 22, 2020. Notices were not required.

RELATED APPLICATIONS: None.

OTHER CONSIDERATIONS: None.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Approve/Recommend Approval** of the Detailed Site Development Plan, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. Approve/Recommend Approval of the Detailed Site Development Plan With Modifications to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Deny/Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

3

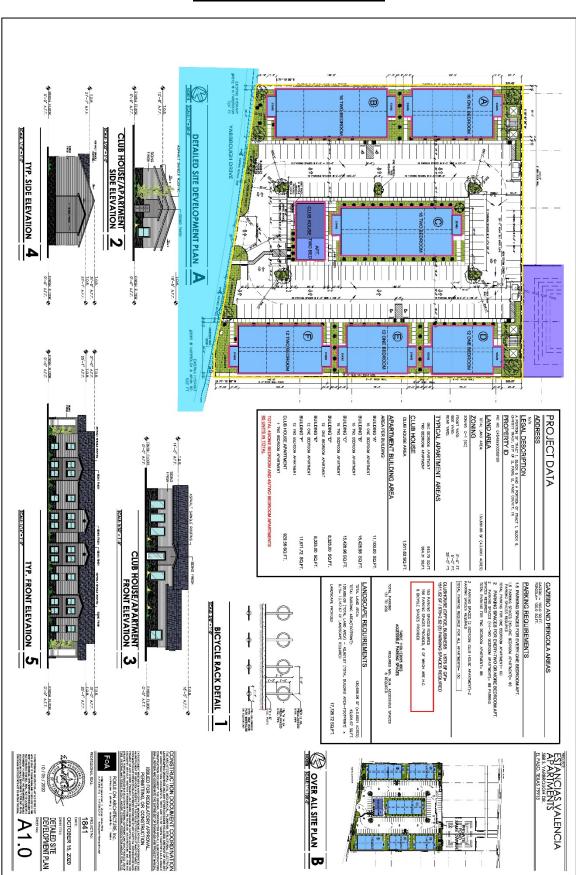
ATTACHMENTS:

- 1. Future Land Use Map
- 2. Detailed Site Plan
- 3. Department Comments
- 4. Ordinance No. 8707

ATTACHMENT 1



4



ATTACHMENT 2

ATTACHMENT 3

Planning and Inspections Department - Planning Division

Recommend approval.

1. Coordinate with the Streets and Maintenance Department to check if a safe U-turn is available for southbound traffic on Yarbrough Dr.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval.

Planning and Inspections Department – Land Development

Recommend approval.

Fire Department

Recommend approval.

Streets and Maintenance Department

1. Please note that Yarbrough is an existing Bike Lane and will need to maintain bike lane with installation of new driveway.

Environmental Services Department

No comments.

Police Department

No comments received.

Sun Metro

There is an existing bus stop adjacent to the subject property along Yarbrough. Please coordinate with Sun Metro if any work is proposed within the bus stop area.

El Paso Water Utilities

No comments received.

Texas Department of Transportation

No comments received.

ATTACHMENT 4 4-1°. 008707 AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 1, BLOCK 5 AND THE SOUTHWESTERLY PORTION OF TRACT 1, BLOCK 6, CHRISTY TRACT, THE PENALTY BEING AS PROVIDED IN SECTION 25-96 OF THE EL PASO CITY CODE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO: That the zoning of a portion of Tract 1, Block 5, and the southwesterly portion of Tract 1, Block 6, Christy Tract, as more particularly described by metes and bounds in the attached Exhibit "A," be changed from R-F (Ranch/Farm) to C-1 (Commercial) within the meaning of the zoning ordinance, subject to a special contract placing certain restrictions, conditions and covenants on the property, and that the zoning map of the City of El Paso be revised accordingly. PASSED AND APPROVED this If day of Tune, 1986. Jourton w Kyen unter APPROVED AS TO FORM: APPROVED AS TO CONTENT: iau stant City Attorney tmeñ i certify that the zoning map has been the mendment of ordinance I CERTIFY THAT THE FOLLOWING ZONING MARS 86-5169 OCT 2 4 1986 COUNTER DERARIMEN EG CONTROL PLAN NING 008707

7

008707

PROPERTY DESCRIPTION

BEING the description of a parcel of land being a portion of Tract 1, Block 6 of Christy Tract and Tract 1, Block 5, Christy Tract in Block 31, Ysleta Grant in El Paso County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point, said point being the point of intersection of the southwesterly R.O.W. line of Valley View Drive and the northwesterly R.O.W. line of Schwabe Road; thence along the southwesterly R.O. W. line of Valley View Drive North 71° 10' 00" West a distance of 309.66 feet to a point; thence South 18° 47' 00" West a distance of 577.09_feet to the Point of Beginning of the parcel of land being described;

THENCE South 18° 47' 00" West a distance of 365.46 feet to a point;

THENCE North 71° 10' 00" West a distance of 383.57 \ feet to a point in the southeasterly R.O.W. line of Yarbrough Drive extension;

THENCE along the southeasterly R.O.W. line of Yarbrough Drive extension North 18° 47' 00" East a distance of 30.67 feet to a point;

THENCE continuing along the southeasterly R.O.W. line of Yarbrough Drive 209.47 feet along the arc of a curve to the left whose radius is 4244.71 feet, whose angle of intersection is 02° 49' 39" and whose chord bears North 28° 30' 40" East a distance of 209.45 feet to a point;

86-5169

8

THENCE along the southeasterly R.O.W. line of Yarbrough Drive 129.40 feet along the arc of a curve to the left whose radius is 4244.71 feet, whose angle of intersection is 01° 44' 48", and whose chord bears North 26° 13' 26" East a distance of 129.40 feet to a point;

THENCE South 71° 10' 00" East a distance of 331.42 feet to the Point of Beginning of the parcel of land being described and containing 3.000 acres of land more or less.

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EXHIBIT "A"

008707

..

THE STATE OF TEXAS COUNTY OF EL PASO

CONTRACT

THIS CONTRACT, made this 24 day of ______, 1986, by and between DANIEL S. GUILLEN, First Party, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning a portion of Tract 1, Block 5, and southwesterly portion of Tract 1, Block 6, Christy Tract, City and County of El Paso, Texas, which are more particularly described by metes and bounds in the attached Exhibit "A" which is made a part hereof by reference.

To remove certain objections to such rezoning, First Party covenants that if the property is rezoned from R-F (Ranch/Farm) to C-1 (Commercial) District within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

Prior to the issuance of any building permits, a detailed site development plan must be approved by the City Plan Commission and the Mayor and City Council.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and his successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby, and without affecting the validity, or necessitating the amendment of, the ordinance passed by the City Council embodying this change of zoning and subject to this contract.

9

WITNESS THE FOLLOWING SIGNATURES AND SEALS.



FIRST PARTY Daniel S. Gui

THE CITY OF EL PASO Second Party By Mayor APPROVED AS TO FORM: APPROVED AS TO CONTENT: 11 k km Q sistant City Attorney ient THE STATE OF TEXAS COUNTY OF EL PASO 1 This instrument was acknowledged before me on this $\frac{2}{0}$ day $\frac{00060}{100}$, 1986, by DANIEL S. GUILLEN. of N lu State of Texas Public, My Com ces: THE COUNTY 15-0F This instrument was acknowledged before me on this 21 day of of the City of El Paso. Notary Public, State of My Commission Expires: 1.#8707 RECEIVED OCT 24 1986 PLANNING DEPARTMENT

10

PROPERTY DESCRIPTION

BEING the description of a parcel of land being a portion of Tract 1, Block 6 of Christy Tract and Tract 1, Block 5, Christy Tract in Block 31, Ysleta Grant in El Paso County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point, said point being the point of intersection of the southwesterly R.O.W. line of Valley View Drive and the northwesterly R.O.W. line of Schwabe Road; thence along the southwesterly R.O. W. line of Valley View Drive North 71° 10' 00" West a distance of 309.66 feet to a point; thence South 18° 47' 00" West a distance of 577.09.1 feet to the Point of Beginning of the parcel of land being described;

THENCE South 18° 47' 00" West a distance of 365.46 feet to a point;

THENCE North 71° 10' 00" West a distance of 383.57 feet to a point in the southeasterly R.O.W. line of Yarbrough Drive extension;

"HENCE along the southeasterly R.O.W. line of Yarbrough Drive extension North 18° 47' 00" East a distance of 30.67 feet to a point;

THENCE continuing along the southeasterly R.O.W. line of Yarbrough Drive 209.47 feet along the arc of a curve to the left whose radius is 4244.71 feet, whose angle of intersection is 02° 49' 39" and whose chord bears North 28° 30' 40" East a distance of 209.45 feet to a point;

THENCE along the southeasterly R.O.W. line of Yarbrough Drive 129.40 feet along the arc of a curve to the left whose radius is 4244.71 feet, whose angle of intersection is 01° 44' 48", and whose chord bears North 26° 13' 26" East a distance of 129.40 feet to a point;

THENCE South 71° 10' 00" East a distance of 331.42 feet to the Point of Beginning of the parcel of lund being described and containing 3.000acres of land more or less.

\$10 RECENTIE 008707 007 24 1986 PLANNING DEPARTMENT 86-5169

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588 S. Yarbrough Detailed Site Development Plan

PZDS20-00026



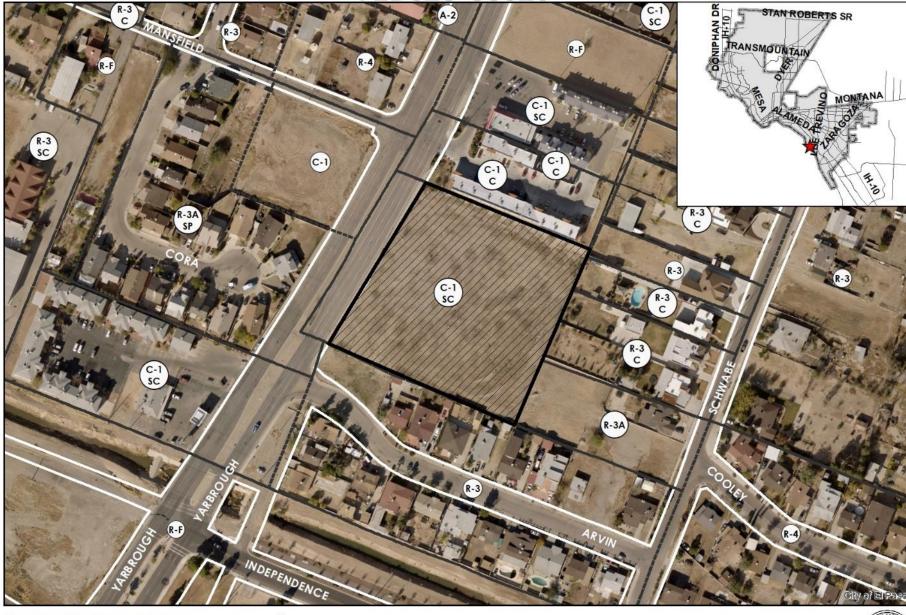


Recommendation

 Staff recommend approval of the Detailed Site Development Plan

CPC recommended approval
 (8-0) on October 29, 2020

PZDS20-00026

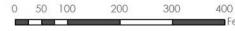


CITY OF EL PASO

Aerial

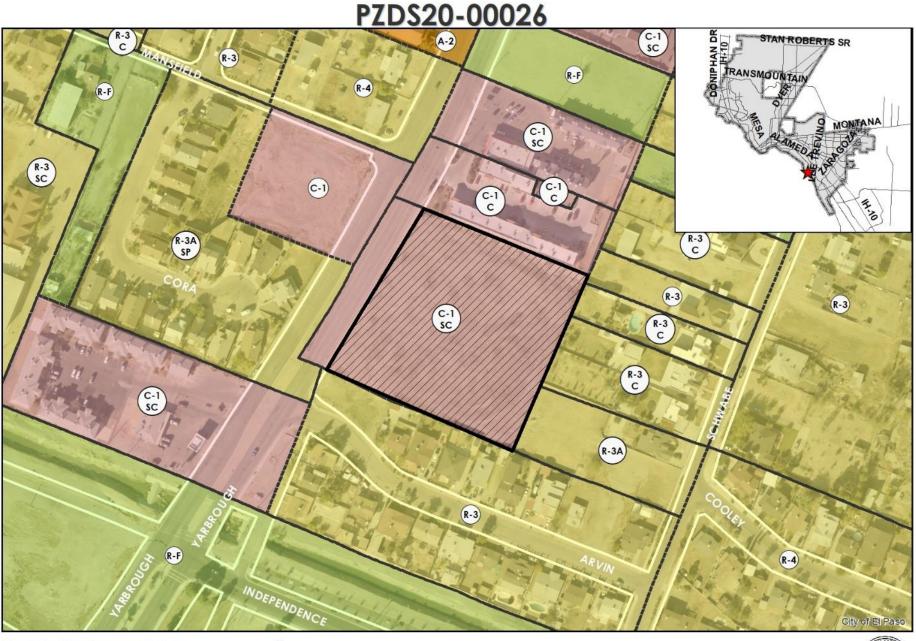
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Ranning Division makes no claim to its accuracy or completeness.





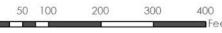






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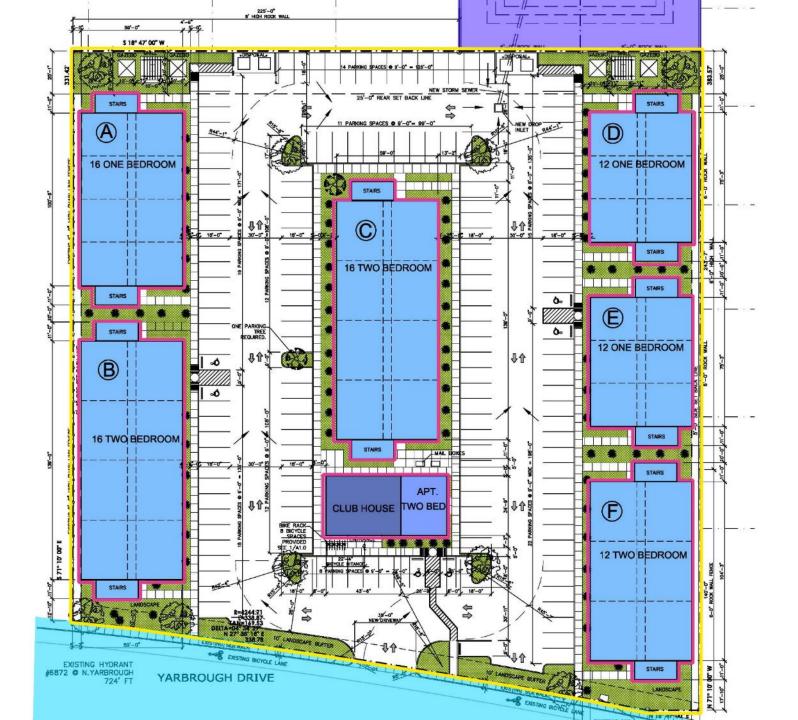






Existing Zoning





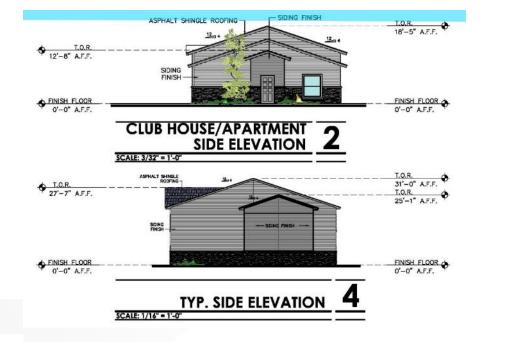


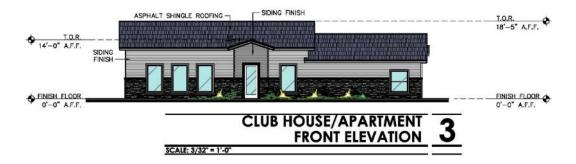
Detailed Site Plan





Elevations

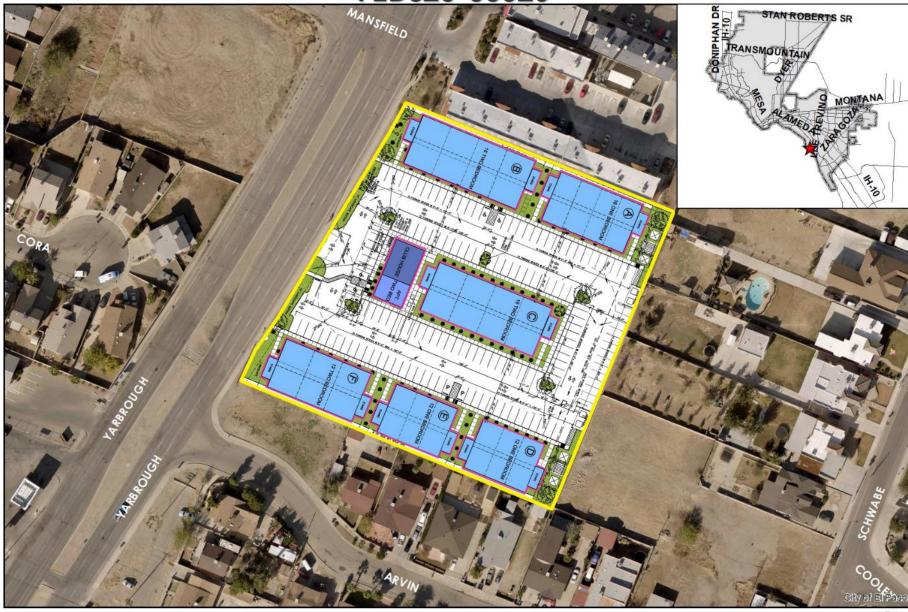






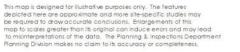


PZDS20-00026

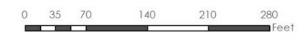




Aerial with Site Plan















Subject Property





Surrounding Development



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Public Input

• Notices not required







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



588 S. Yarbrough Detailed Site Development Plan PZDS20-00026



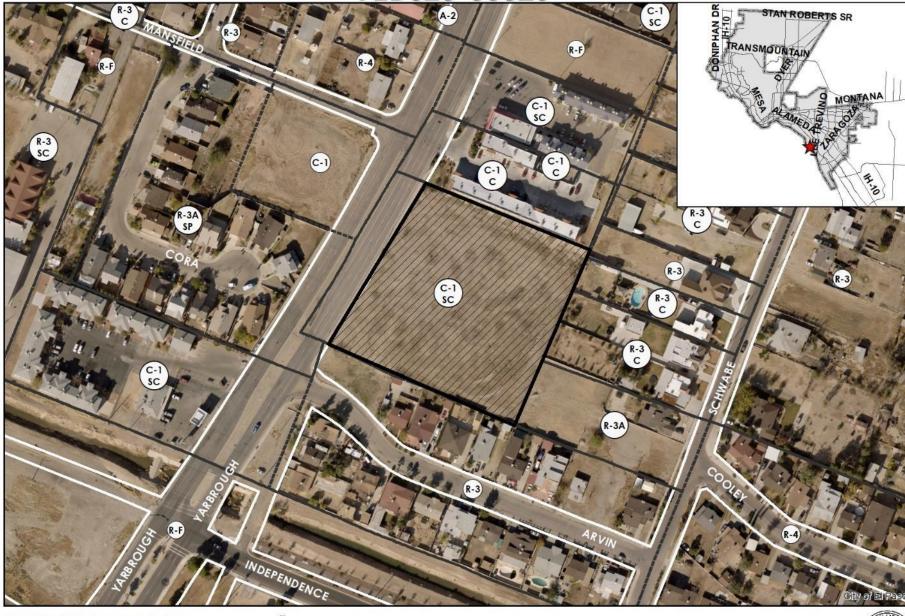


Recommendation

 Staff recommend approval of the Detailed Site Development Plan

 CPC recommended approval (8-0) on October 29, 2020

PZDS20-00026





Aerial



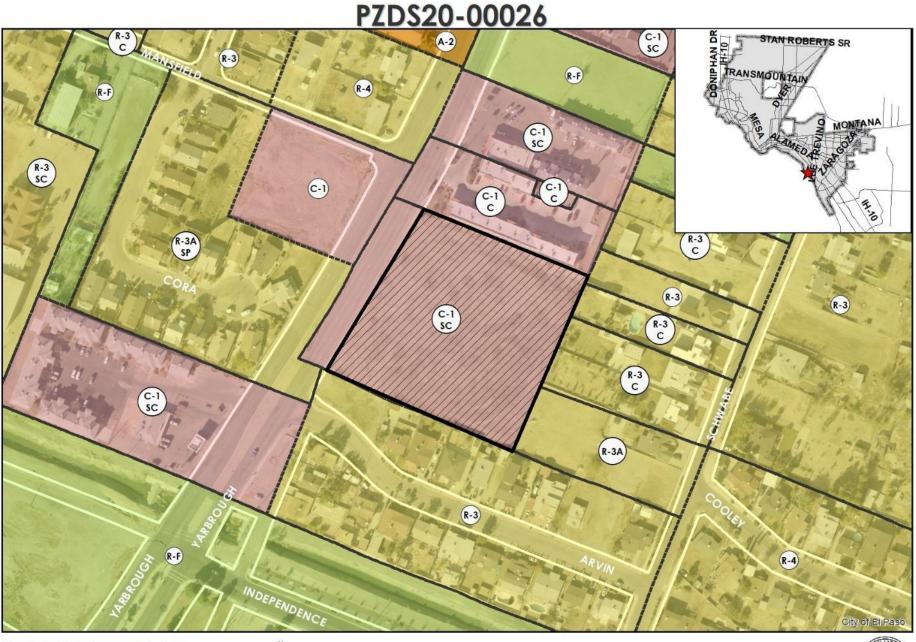






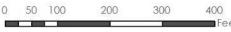
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This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Pianning & inspections Department Ranning Division makes no claim to its accuracy or completeness.



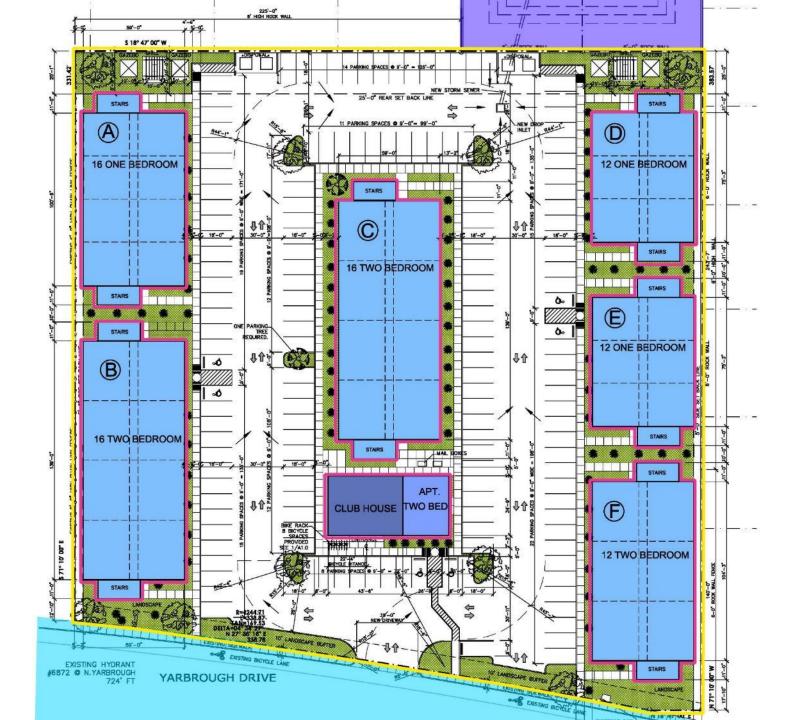






Existing Zoning





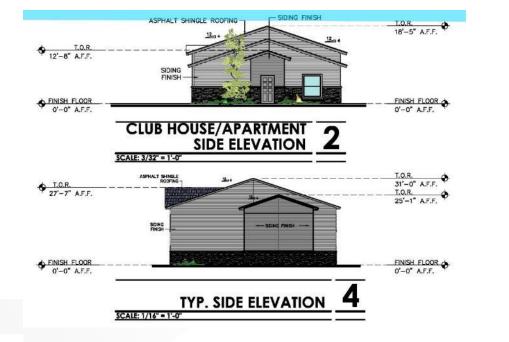


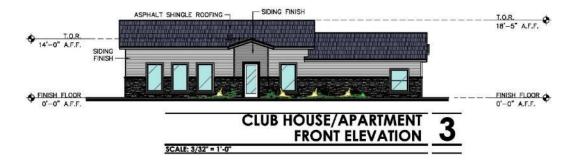
Detailed Site Plan





Elevations

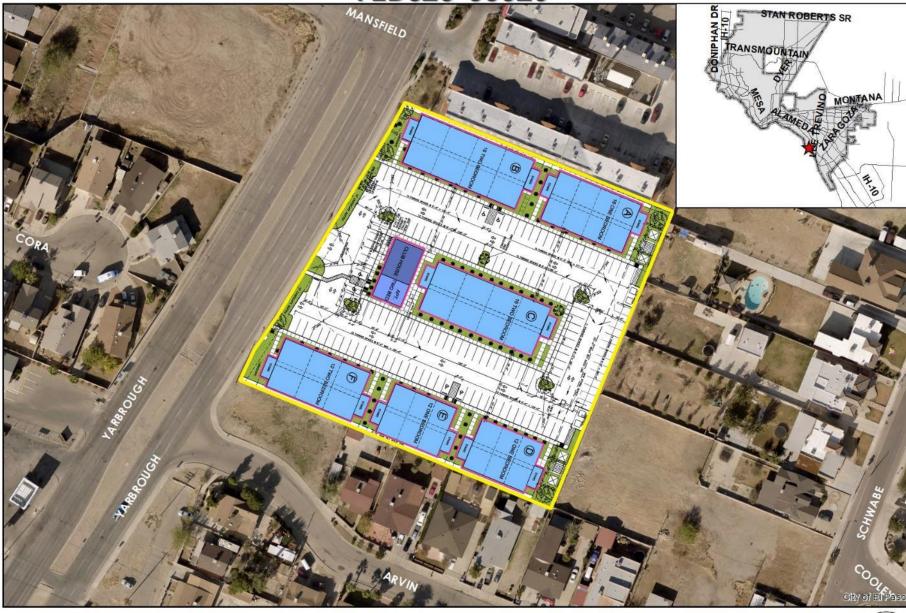








PZDS20-00026





Aerial with Site Plan



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Phanning & inspections Department Hanning Division makes no claim to its accuracy or completeness.









Subject Property



Surroundin g Developme nt



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Public Input

• Notices not required







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



El Paso, TX

Legislation Text

File #: 21-78, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Environmental Services, Ellen Smyth, (915) 212-6060 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1182

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 8 - Nurture and Promote a Healthy, Sustainable Community

<u>SUBGOAL</u>: Choose an item.

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.

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

That the City Manager be authorized to sign a Consent to Assignment of Contract No. 2016-1241 from Stericycle Environmental Solutions, Inc. (Assignor) to Clean Earth Environmental Solutions, Inc. ("Assignee") for Household Hazardous Waste Disposal Services.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

Department Head:

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Environmental Services
AGENDA DATE:	January 19, 2021
CONTACT PERSON/PHONE:	Ellen Smyth, Environmental Services Director, (915) 212-6060 Bruce D. Collins, Director of Purchasing and Strategic Sourcing, 212-1182
DISTRICT(S) AFFECTED:	All
STRATEGIC GOAL: NO. 8	Nurture and Promote a Healthy, Sustainable Community

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

SUBJECT:

That the City Manager be authorized to sign Consent to Assignment of Contract No. 2016-1241 from Stericycle Environmental Solutions, Inc. ("Assignor") to Clean Earth Environmental Solutions, Inc. ("Assignee") for Household Hazardous Waste Disposal Services.

BACKGROUND / DISCUSSION:

Contract (2016-1241) Hazardous Waste Disposal for the Environmental Services Department was approved on October 18, 2016 and is effective for a three-year term October 18, 2016 through October 17, 2019 with two-year option to extend. The extended contract period is from October 18, 2019 to October 17, 2021.

SELECTION SUMMARY:

N/A

PROTEST

No protest received for this requirement.

Protest received.

PRIOR COUNCIL ACTION:

On October 18, 2016, City Council approved contract 2016-1241 Household Hazardous Waste Disposal Services.

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:

Ellen A. Smyth

COUNCIL PROJECT FORM (CONSENT TO ASSIGNMENT)

Please place the following item on the **CONSENT** agenda for the Council Meeting of **January 19, 2021**.

STRATEGIC GOAL: NO. 8: Nurture and Promote a Healthy, Sustainable Community

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

That the City Manager be authorized to sign Consent to Assignment of Contract No. 2016-1241 from Stericycle Environmental Solutions, Inc. ("Assignor") to Clean Earth Environmental Solutions, Inc. ("Assignee") for Household Hazardous Waste Disposal Services.

RESOLUTION

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

THAT the City Manager be authorized to sign Consent to Assignment of Contract No.

2016-1241 from Stericycle Environmental Solutions, Inc. ("Assignor") to Clean Earth Environmental

Solutions, Inc. ("Assignee") for Household Hazardous Waste Disposal Services.

PASSED AND APPROVED this ____ day of _____ 2021.

CITY OF EL PASO:

Oscar Lesser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Ledie Mr - Min

Leslie **B**. Jean-Pierre Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen A. Smyth

Ellen A. Smyth, Director Environmental Services Department

STATE OF TEXAS COUNTY OF EL PASO

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CONSENT TO ASSIGNMENT OF CONTRACT NO. 2016-1241

This Consent to Assignment is executed this _____ day of _____, 2021, by and between the City of El Paso (the "City"), Stericycle Environmental Solutions, Inc. ("Assignor) and Clean Earth Environmental Solutions, Inc. ("Assignee").

WHEREAS, on October 18, 2016, the City entered into Contract no. 2016-1241 (Household Hazardous Waste Disposal Services) with Assignor for an initial term of three (3) years and one option to extend for two (2) years which is fully incorporated herein by reference to provide such services to the City;

WHEREAS, after entering into said Contract the assets of Assignor were transferred to Assignee;

WHEREAS, the Contract provides that it is not assignable without the consent of the City;

WHEREAS, Assignor has requested that the City approve an assignment of the Contract to Assignee;

WHEREAS, Assignee has agreed to be responsible for all duties and obligations under the Contract; and

WHEREAS, the City agrees to the assignment of all rights, duties and obligations encompassed in the Contract to Assignee;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

- The City consents to the assignment of the rights, duties and obligations under Contract No. 2016-1241 to Assignee.
- 2. Assignee agrees to assume and perform all duties, obligations and responsibilities under Contract No. 2016-1241.
- 3. All terms and conditions of Contract No. 2016-1241 shall remain in full force and effect.

1

STATE OF TEXAS COUNTY OF EL PASO CONSENT TO ASSIGNMENT OF CONTRACT NO. 2016-1241

(Signature Page)

EXECUTED this the _____ day of _____, 2021

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THE CITY OF EL PASO

Tomás González City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre

Leslie **B**. Jean-Pierre Assistant City Attorney Ellen Smyth Environmental Services

ASSIGNOR: Stericycle Environmental Solutions, Inc.

Name:			
Title:			

ASSIGNEE: Clean Earth Environmental Solutions, Inc.

MOTION OCTOBER 18, 2016

Motion made by Representative Niland, seconded by Representative Acosta, and unanimously carried to **AWARD** Solicitation No. 2016-1241 (Household Hazardous Waste Disposal Services) to Stericycle Environmental Solutions, Inc. for an initial term estimated award of \$340,410.45. The award is to include a two (2) year optional amount of \$226,940.30 for a total five (5) year award of \$567,350.75.

NOT PRESENT FOR THE VOTE: Representative Svarzbein

Department: Award to:	Environmental Services Stericycle Environmental Solutions, Inc. Houston, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$113,470.15
Initial Term Estimated Award:	\$340,410.45 (3 Years)
Total Estimated Award:	\$567,350.75 (5 Years)
Account No.:	334 - 34100 - 522040 - 3100 - P3410
Funding Source:	Environmental Contracts

This is a Best Value, service contract.

The Purchasing & Strategic Sourcing Department and Environmental Services Department recommend award as indicated to Stericycle Environmental Solutions, Inc., the bidder offering the best value bid. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

The Purchasing & Strategic Sourcing Department is recommending that Advanced Chemical Transport dba ACT Enviro be deemed non-responsive for failure to bid on all items.

Richarda Duffy Momsen, City Clerk

24.1

Harsco Corporation 350 Poplar Church Road Camp Hill, PA 17011 Phone: 717-763-7064 Website: www.harsco.com

HARSCO

May 7, 2020

Sincerely,

Department of the Treasury Internal Revenue Service Ogden, UT 84201-0012

To whom it may concern:

We are writing you to inform you that Stericycle Environmental Solutions, Inc. has changed its name to Clean Earth Environmental Solutions, Inc. on April 29, 2020 and Stericycle Specialty Waste Solutions, Inc. has changed name to Clean Earth Specialty Waste Solutions, Inc. on April 29, 2020. Can you please update your records to reflect this name change. Please see enclosed filings with the State of Delaware.

Jon S Ploetz Vice President, Assistant General Counsel & Assistant Corporate Secretary

STATE OF DELAWARE CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "<u>First</u>" so that, as amended, said Article shall be and read as follows:

First: The name of the Corporation is Clean Earth Environmental Solutions, Inc.

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "<u>Second</u>" so that, as amended, said Article shall be and read as follows:

Second: Its registered office in the State of Delaware is located at 251 Little Falls Drive, Wilmington, DE 19808 County of New Castle. Its registered agent at that address is Corporation Service Company.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 28th day of April , 20^{20} .

State of Delaware Secretary of State Division of Corporations Delivered 09:54 AM 04/29/2020 FILED 09:54 AM 04/29/2020 SR 20203258474 - File Number 4545483 By: /s/ Jon S. Ploetz

Authorized Officer Title: Secretary

Name: Jon S. Ploetz

Print or Type



Legislation Text

File #: 21-79, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Environmental Services, Ellen Smyth, (915) 212-6060 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions

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.

The linkage to the Strategic goal is subsection 8.6 - Provide long-term, cost effective, sustainable regional solid waste solution. This is a change order to cover the repair cost for hidden damages discovered when the compactor was dismantled for refurbishment.

Request that the Director of Purchasing and Strategic Sourcing be authorized to issue a Purchase Order to Wagner Equipment Company dba Wagner Power System, referencing contract 2020-1086 CAT Certified Rebuild on 836 Compactor Unit 08051. This will be a change order to increase the contract by \$65,372.56 for a total not to exceed \$654,929.96 for the initial term.

Department:	Environmental Services
Award to:	Wagner Equipment Company dba Wagner Power
	System
	Denver, CO
Items:	All
Term:	1 year
Total Estimated Award:	\$65,372.56
Account No.:	334-34130-3150-P3470-580290-PESD00200
Funding Source:	ESD Capital Funds
Reference No.:	2020-1086

This is a Change Order for a Sole Source, service contract.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Environmental Services
AGENDA DATE:	January 19, 2021
CONTACT PERSON/PHONE:	Ellen Smyth, Managing Director, Sun Metro and Environmental Services, 915-212-6060 Bruce D. Collins, Purchasing & Strategic Sourcing Director, 915-212-1181
DISTRICT(S) AFFECTED:	All
STRATEGIC GOAL:	No. 8: Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic goal is subsection 8.6 – Provide long-term, cost effective, sustainable regional solid waste solution. This is a change order to cover the repair cost for hidden damages discovered when the compactor was dismantled for refurbishment.

SUBJECT:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Wagner Equipment Company dba Wagner Power System, referencing contract 2020-1086 CAT Certified Rebuild on 836 Compactor Unit 08051. This will be a change order to increase the contract by \$65,372.56 for a total not to exceed \$654,929.96 for the initial term.

BACKGROUND / DISCUSSION:

This contract is for the re-building of a CAT 836 Compactor the City purchased in 2008.

SELECTION SUMMARY

This is a Non-Competitive Purchase under the Texas Local Government Code 252.022 (D) captive replacement parts or components for equipment.

PROTEST

No protest received for this requirement.

Protest received

CONTRACT VARIANCE:

N/A

PRIOR COUNCIL ACTION:

On September 29, 2020, the City Council awarded contract 2020-1086 to Wagner Equipment Company dba Wagner Power System, Wagner Rents Inc., 2nd Steel Used Parts, Sitech Technology for the re-building of a CAT 836 Compactor the City purchased in 2008 for an estimated amount of \$589,557.40.

AMOUNT AND SOURCE OF FUNDING:

Account No.: Funding 334-34130-3150-P3470-580290-PESD00200 Source: ESD Capital Funds

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:

COUNCIL PROJECT FORM

Please place the following item on the CONSENT agenda for the Council Meeting of JANUARY 19, 2021.

STRATEGIC GOAL: NO.8 Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic goal is subsection 8.6 – Provide long-term, cost effective, sustainable regional solid waste solution. This is a change order to cover the repair cost for hidden damages discovered when the compactor was dismantled for refurbishing.

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Wagner Equipment Company dba Wagner Power System, referencing contract 2020-1086 CAT Certified Rebuild on 836 Compactor Unit 08051. This will be a change order to increase the contract by \$65,372.56 for a total not to exceed \$654,929.96 for the initial term.

Department:	Environmental Services
Award to:	Wagner Equipment Company dba Wagner Power System
	Denver, CO
ltem(s):	All
Term:	1 year
Total Estimated Award:	\$65,372.56
Account No.:	334-34130-3150-P3470-580290-PESD00200
Funding Source:	ESD Capital Funds
Reference No.	2020-1086

This is a Change Order for a Sole Source, service contract.



Legislation Text

File #: 21-67, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

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

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Choose an item.

<u>SUBGOAL</u>: Choose an item.

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City confirms that Mayor Oscar Leeser is the designated appointee for the Transportation Policy Board (TPB) as described in the TPB bylaws.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

File #: 21-67, Version: 1

Department Head:

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:Capital ImprovementAGENDA DATE:January 19, 2021CONTACT PERSON/PHONE:Yvette Hernandez, P.E., CID Director of Grant Funded Program, 212-1860
Sam Rodriguez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBJECT:

That the City confirms that Mayor Oscar Leeser is the designated appointee for the Transportation Policy Board (TPB) as described in the TPB bylaws.

BACKGROUND / DISCUSSION:

Unless otherwise provided by a formal action of City Council, the Mayor of El Paso is designated to serve on the TPB as a representative of the City of El Paso as provided in the TPB bylaws. Unless otherwise provided in a subsequent resolution by City Council, no further action is necessary to allow a serving Mayor of the City of El Paso to represent the City at the TPB.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? \Box Yes or \boxtimes Not Applicable (Routine) If yes, select the applicable districts.

District 1
District 2
District 3
District 4
District 5
District 6
District 7
District 8
All Districts

PRIOR COUNCIL ACTION:

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

DEPARTMENT HEAD:

Gvette Hernandez

RESOLUTION

WHEREAS, the By-laws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provide that the City of El Paso's representation on the TPB includes the mayor or appointee; and

WHEREAS, the TPB bylaws 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 Oscar Leeser is the designated appointee at the TPB as described in the TPB bylaws.

Unless otherwise provided by a formal action of City Council, the Mayor of El Paso is designated to serve on the TPB as a representative of the City of El Paso as provided in the TPB bylaws. Unless otherwise provided in a subsequent resolution by City Council, no further action is necessary to allow a serving Mayor of the City of El Paso to represent the City at the TPB.

PASSED AND APPROVED this ____ day of _____ 2021.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser Mayor

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Omar A^I. De La Rosa Assistant City Attorney



Legislation Text

File #: 21-60, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Mayor and Council, Oscar Leeser, (915) 212-0021

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Choose an item.

SUBGOAL: Choose an item.

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That District 3 Representative Cassandra Hernandez, be appointed as a City Representative to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace former District 4 Representative, Sam Morgan, effective immediately.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

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

Click or tap here to enter text.

Department Head:

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:Capital ImprovementAGENDA DATE:January 19, 2021CONTACT PERSON/PHONE:Yvette Hernandez, P.E., CID Director of Grant Funded Programs, 212-1860
Sam Rodriguez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBJECT:

That District 3 Representative, Cassandra Hernandez, be appointed as a City Representative to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace former District 4 Representative, Sam Morgan, effective immediately.

BACKGROUND / DISCUSSION:

TPB bylaws provide that representatives of local units of government shall be appointed by and serve at the pleasure of the appointing local units of government they represent. There has become a vacancy regarding a city representative on the TPB and the City of El Paso now desires to appoint District 3, Cassandra Hernandez, as a City representative to the TPB replacing former District 4 Representative, Sam Morgan.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? \Box Yes or \boxtimes Not Applicable (Routine) If yes, select the applicable districts.

District 1
District 2
District 3
District 4
District 5
District 6
District 7
District 8
All Districts

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:

Gvette Hernandez

RESOLUTION

WHEREAS, the By-laws 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 be equal to the number of unincorporated Texas municipalities who have representation on the TPB; and

WHEREAS, the TPB bylaws provide that representatives of local units of government shall be appointed by and serve at the pleasure of the appointing local units of government they represent; and

WHEREAS, there has become a vacancy regarding a city representative on the TPB; and

WHEREAS, the City of El Paso now desires to appoint District 3, Cassandra Hernandez, as a City representative to the TPB replacing former District 4 Representative, Sam Morgan.

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

That District 3 Representative, Cassandra Hernandez, be appointed as a City Representative to the Transportation Policy Board for the Metropolitan Planning Organization to replace former District 4 Representative, Sam Morgan, effective immediately.

PASSED AND APPROVED this ____ day of _____ 2021.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser Mayor

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Omar A. De La Rosa Assistant City Attorney



File #: 21-89, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

Mayor and Council, Representative Peter Svarzbein, (915) 212-1002

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.

Stephen Mercer to the Capital Improvement Advisory Committee by Representative Peter Svarzbein, District 1.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

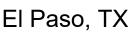
AMOUNT AND SOURCE OF FUNDING:

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

Click or tap here to enter text.

DATE: 01/13/2021			
TO: City Clerk			
FROM: Peter Svarzbein Representative of District	t 1		
ADDRESS: 8001 N. Mesa E-118	TELEPHONE 915-205-1469		
Please place the following item on the (Check one):	CONSENT XXX REGULAR		
Agenda for the Council Meeting of January 19, 20	21 phen Mercer to the Capital Improvement Advisory Committee by		
Item should read as follows: <u>Representative Svarzbe</u>			
BOARD COMMITTEE/COMMISS	SION APPOINTMENT/REAPPOINTMENT FORM		
BOARD COMMITTEE/COMMISS	ION ALL OINTMENT/KEALLOINTMENT FORM		
NAME OF BOARD/COMMITTEE/COMMISSION:	Capital Improvement Advisory Committee		
NOMINATED BY: Representative Peter Svarzbein	DISTRICT: 1		
NAME OF APPOINTEE Stephen Mercer	(Please verify correct spelling of name)		
E-MAIL ADDRESS: N/A			
BUSINESS ADDRESS: N/A			
CITY: <u>N/A</u> ST: <u>N/A</u> Z	IP: N/A PHONE:		
HOME ADDRESS: N/A			
CITY: <u>N/A</u> ST: <u>TX</u> Z	IP: <u>N/A</u> PHONE: <u>N/A</u>		
DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: <u>NO X</u>			
IF SO, PLEASE PROVIDE HIS OR HER NAME, C APPOINTEE:	ITY POSITION AND RELATIONSHIP TO THE PROPOSED		
HAS APPOINTEE BEEN A MEMBER OF OTHER PROVIDE NAMES AND DATES: _YES, HISTORI	CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE		
03/13/2021 LIST ALL REAL ESTATE OWNED BY APPOINT			
WHO WAS THE LAST PERSON TO HAVE HELD TH	HIS POSITION BEFORE IT BECAME VACANT?		
NAME OF INCUMBENT:	Stephen Mercer		
EXPIRATION DATE OF INCUMBENT:	10/28/2020		
REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X			
	RESIGNED REMOVED		
DATE OF APPOINTMENT:	01/19/2021		
TERM BEGINS ON :	10/29/2020		
EXPIRATION DATE OF NEW APPOINTEE:	10/28/2023		
PLEASE CHECK ONE OF THE FOLLOWING:	1^{st} TERM: X		
	2 nd TERM:		

UNEXPIRED TERM:	





File #: 21-94, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

Mayor and Council, Representative Henry Rivera, (915) 212-0007

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.

Luis Antonio Sandoval to the Civil Service Commission by Representative Henry Rivera, District 7.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

[
DATE: January 13, 2021	
TO: City Clerk	
FROM: City Representative Henry Rivera, Distr	ict 7
ADDRESS: 300 N. Campbell, 2 nd floor, El Paso, T	X TELEPHONE <u>915-212-0007</u>
Please place the following item on the (Check one):	CONSENT XXX REGULAR
Agenda for the Council Meeting of January 19, 20	
Re-appointment of Lu Item should read as follows: Representative Henry	is Antonio Sandoval to the Civil Service Commission by City Rivera, District 7
BOARD COMMITTEE/COMMIS	SION APPOINTMENT/REAPPOINTMENT FORM
NAME OF BOARD/COMMITTEE/COMMISSION:	Civil Service Commission
NOMINATED BY: City Representative Henry Rive	era DISTRICT: 7
NAME OF APPOINTEE Luis Antonio Sandoval	(Please verify correct spelling of name)
E-MAIL ADDRESS: N/A	(Please verify correct spelling of name)
	ZIP: PHONE:
HOME ADDRESS: N/A	
CITY: <u>N/A</u> ST: <u>TX</u> Z	ZIP: N/A PHONE: N/A
APPOINTEE: N/A HAS APPOINTEE BEEN A MEMBER OF OTHEI PROVIDE NAMES AND DATES: N/A	CITY POSITION AND RELATIONSHIP TO THE PROPOSED R CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE
LIST ALL REAL ESTATE OWNED BY APPOINT	
WHO WAS THE LAST PERSON TO HAVE HELD T NAME OF INCUMBENT:	Luis Antonio Sandoval
EXPIRATION DATE OF INCUMBENT:	01/31/2021
REASON PERSON IS NO LONGER IN OFFICE (CH	IECK ONE): TERM EXPIRED: X RESIGNED REMOVED
DATE OF APPOINTMENT:	01/10/2021
TERM BEGINS ON:	01/19/2021 02/01/2021
EXPIRATION DATE OF NEW APPOINTEE:	1/31/2024
PLEASE CHECK ONE OF THE FOLLOWING:	1 st TERM:
	2^{nd} TERM: X

Plumber Licensed Journeyman Plumber # J-34307

PROFILE: 17 Years of Residential/Commercial Experience

QUALIFICATIONS:

- Locate and Repair Leaks
- Sprinklers and Irrigation
- Lift Stations
- Sewer and Drains
- Gas Testing and Repair
- High Velocity and Water Jetting
- Cleaning Service

- Backflow Certified/Licensed
- Backflow Testing/Repair
- Installations/Repair
- Assemble/Install/Repair Fixtures
- Hot Water Heaters
- Septic Tanks
- Read and Interpret Blueprints/Diagrams/Schematics

HIGHLIGHTS OF EXPERIENCE:

- Supervised employees at place of employment to ensure the work was done correctly on new fixtures, gas lines, sewer lines and other plumbing fixtures.
- At Mustang Mechanical Plumbing, I supervised workers during gas testing for the El Paso Independent School District which brought in over \$175,000.00.
- Supervised and oversaw all work that was completed at the El Paso International Airport, which has restaurants and over 20 public restrooms throughout the airport.
- Have successfully directed more than 15 assistant plumbers on over 10 jobs a day at the El Paso International Airport.
- Maintain work orders and supervise trade helpers throughout the City of El Paso at the following sites: Parks, Recreation buildings, Senior Citizen Centers, El Paso Police Departments, El Paso Fire Departments, Pools and City buildings.

EDUCATION:

Texas Journeyman Plumbing License Western Technical Institute June 2000 January 1988 to July 1989

MILITARY/BACKGROUND EXPERIENCE:

United States Army/ Specialist Acting E-5

1st Armored Division

September 1969 to January 1972 West Germany

- Supervised up to 3 personnel; as well as, maintaining the weapons in the supply room.
- In charge of ordering parts, keeping track of the equipment, and ensuring the safety of the weapons for the soldiers.

WORK EXPERIENCE:

Retired

Ysleta Independent School District Journeyman Plumber

City of El Paso-Parks and Recreation Journeyman Plumber

City of El Paso International Airport Journeyman Plumber

Socorro Independent School District Journeyman Plumber

Rio Grande Construction Supervised Employees for residential hook-ups/city sewers

Mustang Mechanical Plumber/Heating/Air Conditioner/Repairs

Danco Plumbing Plumber/Heating/Air Conditioner/Repairs

Roto Rooter Plumbing Apprentice Plumber/Heating/Air Conditioner

Master Plumbing Apprentice Plumber/Heating/Air Conditioner

AWARDS:

Limitless Horizons Exceptional Service El Paso International Airport

COMMUNITY SERVICE:

March 2015 to present

August 2013 to February 2015 El Paso, Texas

March 2006 to July 2013 El Paso, Texas

August 2002 to March 2006 El Paso, Texas

April 2001 to August 2002 El Paso, Texas

January 2001 to April 2001 El Paso, Texas

June 2000 to November 2000 El Paso, Texas

September 1999 to June 2000 El Paso, Texas

July 1997 to December 1998 El Paso, Texas

March 1996 to June 1997 El Paso, Texas

October 2005

- Marriage Preparation Classes for St. Patrick's Church
- Manage Football Fields with El Paso Parks and Recreation



File #: 21-88, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

Mayor and Council, Representative Cissy Lizarraga, (915) 212-0008

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.

Manuela "Mannys" Rodriguez to the Community Development Steering Committee by Representative Cissy Lizarraga, District 8.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

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

Click or tap here to enter text.

DATE: 01/13/2021	
TO: <u>City Clerk</u>	
FROM: City Representative Cissy Lizarraga	ι
ADDRESS: 300 N. Campbell	TELEPHONE 915-212-0008
Please place the following item on the (Check on	e): CONSENT XXX REGULAR
Agenda for the Council Meeting of January 19	9, 2021 Manuela "Mannys" Silva Rodriguez to the Community Development Steering
	Manuela "Mannys" Silva Rodriguez to the Community Development Steering
BOARD COMMITTEE/COMM	MISSION APPOINTMENT/REAPPOINTMENT FORM
NAME OF BOARD/COMMITTEE/COMMISSIO	N: Community Development Steering Committee
NOMINATED BY: Representative Cissy Lizar	raga DISTRICT: 8
NAME OF APPOINTEE Manuela "Mannys" S	Silva Rodriguez (Please verify correct spelling of name)
E-MAIL ADDRESS: N/A	(Trease verify concer spenning of name)
CITY: ST:	
	ZIP:N/A PHONE:N/A
APPOINTEE: NO HAS APPOINTEE BEEN A MEMBER OF OT PROVIDE NAMES AND DATES: NO LIST ALL REAL ESTATE OWNED BY APPO N/A	AE, CITY POSITION AND RELATIONSHIP TO THE PROPOSED THER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE DINTEE IN EL PASO COUNTY (BY ADDRESS):
WHO WAS THE LAST PERSON TO HAVE HE	LD THIS POSITION BEFORE IT BECAME VACANT? Manuela "Mannys" Silva
NAME OF INCUMBENT:	Rodriguez
EXPIRATION DATE OF INCUMBENT:	06/09/2020 (unexpired)
REASON PERSON IS NO LONGER IN OFFICE	(CHECK ONE): TERM EXPIRED: X RESIGNED REMOVED
DATE OF APPOINTMENT:	01/19/2021
TERM BEGINS ON :	06/10/2020
EXPIRATION DATE OF NEW APPOINTEE:	06/14/2022
PLEASE CHECK ONE OF THE FOLLOWING:	1 st TERM: X
	2 nd TERM:
	UNEXPIRED TERM: 190

MANUELA "MANNYS" SILVA RODRIGUEZ

I am a longtime Community Advocate with a passion for making El Paso a better place for all of its citizens. Currently seeking a position on the Community Development Steering Committee.

NEIGHBORHOOD ASSOCIATION EXPERIENCE

2012 – PRESENT PRESIDENT AND SPEAKER, CHIHUAHUITA NEIGHBORHOOD ASSOCIATION

2008 – 2012 TREASURER, CHIHUAHUITA NEIGHBORHOOD ASSOCIATION

2004 – 2006; 2010 – 2012 SECRETARY, CHIHUAHUITA NEIGHBORHOOD ASSOCIATION

OTHER COMMUNITY EXPERIENCE

- Community Outreach at Centro de Salud Familiar La Fe
- Parent Advocate with EPISO
- Community Center Renovation with ANDA
- Seniors Advocate with Rebuilding Together
- Out-of-home Care Guardian for Child Protective Services
- Volunteer Chaperone with El Paso Department of Parks and Recreation
- EPISD PTA Volunteer



File #: 21-99, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

Mayor and Council, Representative Cissy Lizarraga, (915) 212-0008 David Ortwein to the El Paso Bond Overview Advisory Committee by Representative Cissy Lizarraga, District 8.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

DATE: January 13, 2021			
TO: City Clerk			
FROM: City Representative Cissy Lizarraga			
ADDRESS: 300 N. Campbell Please place the following item on the (Check	TELEPHONE 915-212-0008		
Please place the following item on the (Check one):	CONSENT XX REGULAR		
Agenda for the Council Meeting of January 19, 202	21		
Item should read as follows: Appointment of David	Ortwein to the El Paso Bond Overview Advisory Committee (BOAC)		
BOARD/COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM			
NAME OF BOARD/COMMITTEE/COMMISSION:	El Paso Bond Overview Advisory Committee (BOAC)		
NOMINATED BY: Cissy Lizarraga	DISTRICT: 8		
NAME OF APPOINTEE David Ortwein	(Please verify correct spelling of name)		
	(Please verify correct spelling of name)		
	ZIP: PHONE:		
CITY: <u>N/A</u> ST: <u>TX</u> Z			
APPOINTEE: N/A HAS APPOINTEE BEEN A MEMBER OF OTHEI	ELATIVE WORKING FOR THE CITY? YES: <u>NO X</u> CITY POSITION AND RELATIONSHIP TO THE PROPOSED R CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE		
PROVIDE NAMES AND DATES: NO LIST ALL REAL ESTATE OWNED BY APPOINT	TEE IN EL PASO COUNTY (BY ADDRESS):		
N/A			
WHO WAS THE LAST PERSON TO HAVE HELD TI NAME OF INCUMBENT: James Schwitters	HIS POSITION BEFORE IT BECAME VACANT?		
EXPIRATION DATE OF INCUMBENT:	12/31/2020		
REASON PERSON IS NO LONGER IN OFFICE (CH	IECK ONE): TERM EXPIRED: X RESIGNED REMOVED		
DATE OF APPOINTMENT:	January 19, 2021		
TERM BEGINS ON :	01/01/2021		
EXPIRATION DATE OF NEW APPOINTEE:	12/31/2024		
PLEASE CHECK ONE OF THE FOLLOWING:	1 st TERM: X		
	2 nd TERM:		
	UNEXPIRED TERM:		

Top Skills Financial Analysis Due Diligence Financial Modeling

David Ortwein

Partner El Paso

Summary

Experienced Director Of Operations with a demonstrated history of working in the financial services industry. Strong operations professional skilled in Financial Factoring, Land Banking and Corporate Finance.

Experience

Viva Capital Funding, LLC Director Of Operations April 2017 - Present (3 years 9 months) El Paso, Texas Area

Capital Bank, El Paso Senior Vice President September 2011 - March 2017 (5 years 7 months) El Paso, Texas Area

Real Estate Lending

Newport Real Estate Services Project Manager 2007 - September 2011 (4 years) Costa Mesa, CA

The Gap Inc. Real Estate Analyst July 2003 - December 2005 (2 years 6 months)

Larrain Vial S.A. Fixed Income Associate March 2002 - May 2003 (1 year 3 months)

PricewaterhouseCoopers LLP Financial Consultant February 2000 - January 2002 (2 years)

Education

Thunderbird School of Global Management MBA, Finance · (2005 - 2007)

INCAE Business School MBA, Finance · (2007 - 2007)

Southern Methodist University B.A., Political Science and Economics · (1994 - 1998)



File #: 21-87, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

Mayor and Council, Representative Peter Svarzbein, (915) 212-1002

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.

Lee Chayes to the Foster Grandparent Program Advisory Council by Representative Svarzbein, District 1.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

<u>PRIOR COUNCIL ACTION:</u> Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

DATE: 01/12/2021		
TO: City Clerk		
FROM: Peter Svarzbein Representative of Distr	rict 1	
ADDRESS: 8001 N. Mesa E-118	TELEPHONE 915-205-1469	
Please place the following item on the (Check one):	CONSENT XXX REGULAR	
Agenda for the Council Meeting of January 19, 2		
Appointment of Lee C Item should read as follows: Representative Peter S	Chayes to the Foster Grandparent Program Advisory Council by Svarzbein, District 1	
BOARD COMMITTEE/COMMIS	SSION APPOINTMENT/REAPPOINTMENT FORM	
NAME OF BOARD/COMMITTEE/COMMISSION:	Foster Grandparent Program Advisory	
NOMINATED BY: Representative Peter Svarzbeir	n DISTRICT: 1	
NAME OF APPOINTEE Lee Chayes		
	(Please verify correct spelling of name)	
	ZIP: PHONE:	
HOME ADDRESS: <u>N/A</u>	ZIP: N/A PHONE: N/A	
DOES THE PROPOSED APPOINTEE HAVE A R		K
APPOINTEE:	CITY POSITION AND RELATIONSHIP TO THE PROPOSED	
HAS APPOINTEE BEEN A MEMBER OF OTHE PROVIDE NAMES AND DATES: NONE	ER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEAS	E
LIST ALL REAL ESTATE OWNED BY APPOIN	TEE IN EL PASO COUNTY (BY ADDRESS):	
•	THIS POSITION BEFORE IT BECAME VACANT? Gloria Alva Boyer	
EXPIRATION DATE OF INCUMBENT:	06/19/2016	
REASON PERSON IS NO LONGER IN OFFICE (CH	HECK ONE): TERM EXPIRED: X RESIGNED	
	REMOVED	
DATE OF APPOINTMENT:	REMOVED	
DATE OF APPOINTMENT: TERM BEGINS ON:		
	01/19/2021	
TERM BEGINS ON: EXPIRATION DATE OF NEW APPOINTEE:	01/19/2021 01/19/2021 06/19/2022	
TERM BEGINS ON:	01/19/2021 01/19/2021 06/19/2022 1 st TERM: X	
TERM BEGINS ON: EXPIRATION DATE OF NEW APPOINTEE:	01/19/2021 01/19/2021 06/19/2022	

LEE CHAYES

SUMMARY OF QUALIFICATIONS

Motivated professional administrator with over 30 years experience in post secondary proprietary education. Experience includes multi-campus creation, budget management, curriculum and program development, staff and faculty supervision and regulatory agency liaison. Extensive experience in creating allied health, nursing, business and computer programs. Team leader and member of numerous accreditation peer reviews with the Council on Occupational Education and the Accrediting Bureau of Health Education Schools

PROFESSIONAL EXPERIENCE

2013 – Present (retired 2019) CEO	International Business College	El Paso, TX
Associate Degrees in Business,	administration and supervision of a post secondary career train Criminal Justice and Paralegal skill in addition to Diploma/Ce anagement with an emphasis on solar technology and Truck Dr	ertificate programs in
2010 – 2012 CEO/Founder	Axis Business Academy	El Paso, TX

Responsible for management, administration and supervision of a post secondary career training institution offering massage therapy and orthopedic massage licensed by the Texas Department of State Health Services and pharmacy technician and professional truck driving programs licensed by the Texas Workforce Commission, Career Schools and Colleges.

2009 – Present	Innovative Education Solutions LLC	El Paso, TX
Consultant		

Provide objective advice, expertise and specialist skills with the aim of creating value, maximizing growth and improving the business performance of clients. Provide services to include:

- Assist institutions with the accreditation process; candidacy, initial and reaffirmation.
- Resource referral service for professionals and vendors
- Staffing assistance & professional development: Staff & Faculty
- Development of Catalogs, Policies & Procedures manuals, Business Plans, forms and documents
- Assistance with responses for Accrediting agency visits or reports
- Assistance with all deficiency and compliance issues
- School Operations & Management
- Independent Assessment & Performance Audits
- Curriculum and program development and approval from regulatory agencies.
- State Licensing Applications and/or Approvals
- Establishing New Schools or Branches

Education Futures Group, LLP

2006-2009 President

Responsible for management and operations of multi campuses in El Paso, TX, Las Cruces, New Mexico, Salt Lake City, Utah, Clearfield, Utah, Amarillo, TX and Lubbock, TX

- Revenue base of 15-25 million owned by Prospect Partners, LLP investment group
- 150 employees
- Created and developed 3 greenfield campuses within 3 years
- Oversee all marketing and production of hardcopy, collateral and multi-media commercials
- Developed and conducted training and professional development for employees.
- Curriculum and program development and approval from regulatory agencies.
- Developed new programs in allied health, nursing, computer applications and networking, international trade and business.

Dallas, TX

- Developed associate degrees for medical assistant, business management, international trade
- Liaison between accreditation bodies and state regulatory agencies (Texas Board of Nursing, Texas Workforce Commission Career Schools Council on Occupational Education, and the Veterans Administration).
- Annual reporting to regulatory agencies and corporate office: Completer/placement; IPED; retention, evaluation of enrollment.

1987-2006Computer Career CenterCEO/President/Founder

El Paso, TX

Responsible for operations, budget, management, accreditation, and supervision of all employees in a multi-campus environment in Texas and New Mexico:

- Revenue base of \$3 million in assets approximately 35 employees;
- Created and supervised marketing to include advertising budget, production of commercials, overseeing website development, creation of collateral;
- Heavy emphasis on admissions and admissions training
- Supervision and operations management of campus directors, admissions personnel, program coordinators, financial aid personnel, Student Services Director and faculty.
- Develop and conduct training and professional development for employees.

Accomplishments:

- 2008 Obtained approval from New Mexico Board of Nursing to offer Practical Nursing program
- 2008 Created and obtained State approval for two new programs (International Trade and Dental Assisting)
- 2007 Two branch campus acquisition and expansion; Amarillo, Texas and Lubbock, Texas. Obtained Texas State License, Accreditation and Federal Title IV funds.
- Vocational Nurse Program 2006/2007 NCLEX pass rate 96%.
- Nurse Assistant Program 2006/2007 Texas State Certification pass rate 95%
- 2007 Branch Campus start-up New Mexico; obtained State License and Accreditation
- 2007 Developed and implemented Bilingual Nurse Assistant program
- 2006 Completed Change of Ownership applications to Accrediting agencies and State regulatory agencies hosted four agency visits with no recommendations (Council on Occupational Education, Accrediting Bureau of Health Education Schools, and Commission on Accreditation of Health Education Programs and the Texas Workforce Commission Career Schools.
- 2006 Accreditation reaffirmation visit from the Council on Occupational Education; Institution received no recommendations and two commendations maximum accreditation of six years.
- 2006 Accreditation reaffirmation visit from the Commission on Accreditation of Health Education Programs – no recommendations, maximum accreditation of six years.
- 2004 Supervised and Assisted in Developing and implementation of two Associate of Applied Science Programs (AAS Business Management and AAS Medical Assistant). Obtained approval from Texas Higher Education Coordinating Board, Council on Occupational Education and the Texas Workforce Commission Career Schools.
- 2004 Supervised development of Vocational Nurse program. Obtained approval from Texas Workforce Commission Career Schools, Texas Board of Nursing and the Council on Occupational Education.
- 2002 Developed Network Administrator program.

AFFILIATIONS

Council Chairwoman – Texas Department of Assistive and Rehabilitative Services (DARS) Chairman of the Board – El Paso Better Business Bureau Board member – El Paso Chamber of Commerce Board member – USO El Paso Allocations committee member – United Way Board Member – United Blood Services

EDUCATION

Webster University

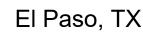
2005-2007 Masters of Arts - Counseling

University of Texas at El Paso

St. Louis, MO

1969-1971 Bachelor of Arts - Psychology

El Paso, TX





File #: 21-98, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

Mayor and Council, Representative Isabel Salcido, (915) 212-0005

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.

Karen Polanco to the Animal Shelter Advisory Committee by Representative Isabel Salcido, District 5.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

Click of tap here to enter text.

<u>PRIOR COUNCIL ACTION:</u> Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

DATE: January 13, 2021	
TO: <u>City Clerk</u>	
FROM: City Representative Isabel Salcido	
ADDRESS: 300 N. Campbell	TELEPHONE 915-212-0005
Please place the following item on the (Check one	e): CONSENT XX REGULAR
Agenda for the Council Meeting of January 18	3, 2021
Item should read as follows: Appointment of K	aren Polanco to the Animal Shelter Advisory Committee
BOARD COMMITTEE/COMM	IISSION APPOINTMENT/REAPPOINTMENT FORM
NAME OF BOARD/COMMITTEE/COMMISSIO	N: Animal Shelter Advisory Committee
NOMINATED BY: Isabel Salcido	DISTRICT: 5
NAME OF APPOINTEE Karen Polanco	
E-MAIL ADDRESS: N/A	(Please verify correct spelling of name)
	ZIP: PHONE:
HOME ADDRESS: <u>N/A</u>	
CITY: <u>N/A</u> ST: <u>TX</u>	ZIP: <u>N/A</u> PHONE: <u>N/A</u>
APPOINTEE: N/A HAS APPOINTEE BEEN A MEMBER OF OT PROVIDE NAMES AND DATES: No	A RELATIVE WORKING FOR THE CITY? YES: <u>NO X</u> IE, CITY POSITION AND RELATIONSHIP TO THE PROPOSED HER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE
None	DINTEE IN EL PASO COUNTY (BY ADDRESS):
None	DINTEE IN EL PASO COUNTY (BY ADDRESS): LD THIS POSITION BEFORE IT BECAME VACANT? Yansi Parent
None WHO WAS THE LAST PERSON TO HAVE HEI	LD THIS POSITION BEFORE IT BECAME VACANT?
None WHO WAS THE LAST PERSON TO HAVE HEI NAME OF INCUMBENT:	LD THIS POSITION BEFORE IT BECAME VACANT? Yansi Parent 06-26-2023
None WHO WAS THE LAST PERSON TO HAVE HEI NAME OF INCUMBENT: EXPIRATION DATE OF INCUMBENT:	LD THIS POSITION BEFORE IT BECAME VACANT? Yansi Parent 06-26-2023 (CHECK ONE): TERM EXPIRED: RESIGNED X
None WHO WAS THE LAST PERSON TO HAVE HEI NAME OF INCUMBENT: EXPIRATION DATE OF INCUMBENT: REASON PERSON IS NO LONGER IN OFFICE	LD THIS POSITION BEFORE IT BECAME VACANT? Yansi Parent 06-26-2023 (CHECK ONE): TERM EXPIRED: RESIGNED X REMOVED January 19, 2021
None WHO WAS THE LAST PERSON TO HAVE HEI NAME OF INCUMBENT: EXPIRATION DATE OF INCUMBENT: REASON PERSON IS NO LONGER IN OFFICE DATE OF APPOINTMENT:	LD THIS POSITION BEFORE IT BECAME VACANT? Yansi Parent 06-26-2023 (CHECK ONE): TERM EXPIRED: RESIGNED X REMOVED
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None WHO WAS THE LAST PERSON TO HAVE HEI NAME OF INCUMBENT: EXPIRATION DATE OF INCUMBENT: REASON PERSON IS NO LONGER IN OFFICE DATE OF APPOINTMENT: TERM BEGINS ON : EXPIRATION DATE OF NEW APPOINTEE:	LD THIS POSITION BEFORE IT BECAME VACANT? Yansi Parent 06-26-2023 (CHECK ONE): TERM EXPIRED: RESIGNED X REMOVED January 19, 2021 01-19-2021 06-26-2023

Karen D. Polanco

Experience

REALTOR for Home Pros Real Estate Group and HAUS Karen Polanco Real Estate Team 2017-current

- Multi Million Dollar Producer
- Associate Broker for Home Pros Real Estate Group New Mexico
- Solution of Content and Content of Content o
- Texas Realtor Leadership Program Graduate
- Women's Council of Realtors Secretary 2017, Treasurer 2018, and Director of Membership 2019
- Sit on Education Committee and TREPAC Committee for GEPAR
- ✤ 2021 Co-Chair for TREPAC

REALTOR for Keller Williams and HAUS Karen Polanco Real Estate Team

- **Reached 2.5 Million Dollar Producer in 2015**
- Setablishing a Team under Keller Williams of 5 agents to date
- Member of the Greater El Paso Association of Realtors
- Market myself through many avenues such as social internet sites, direct mail pieces, phone solicitation, networking events, newspaper and real estate media, and by holding 2-3 open houses per week.
- ✤ WCR Membership Chair 2016
- Educational Co-Chair for GEPAR

REALTOR® for Century 21 The Edge and Majestic Realtors- 11/12-current

- Reached 2.1 Million Dollar Producer in 2012
- Reached Million Dollar Producer within 6 months
- Member of the Greater El Paso Association of Realtors
- Committee board member for the El Paso Builder Association
- Market myself through many avenues such as social internet sites, direct mail pieces, phone solicitation, networking events, newspaper and real estate media, and by holding 2-3 open houses per week.

General Manager

Homewood Suites by Hilton, El Paso, TX-3/09 -2/10

- Operated a 114 room extended stay Hilton Hotel where Sales is the main driver in success
- Lead the Sales effort, Revenue Management, Operations, F&B, HR, Maintenance, and Housekeeping Departments
- Oversaw all budget and P&L submissions and maintained strict guidelines to stay within budget
- Board Member for the El Paso Hotel Motel Association
- ♦ Achieved over 70% extended stay occupancy for both 2009 and 2010; Hilton goal is 50%
- ✤ Achieved 15% revenue growth over 2008
- ✤ Achieved 5% revenue growth over 2009
- Scored 94% on quality assurance score in 2008, 96% in 2009, and 97% in 2010.
- ✤ Averaged of 55% House profit margin at all times
- Maintained clear guest survey scores; always above brand goal
- Attended all Hilton Management classes such as Leadership, Vast I and Vast II

General Manager

Cibola Vista Resort and Spa, Peoria, AZ- 4/08 to 3/09

- Operated a 208 room Time Share Resort and Spa. Handled two separate budgets for both time share and rental.
- Managed all PR and marketing between Princeton Resort Group and Tharaldson Management
- Worked closely with Interval International and Princeton Resort Group to capture potential time share sales
- ✤ Oversaw staff of 75+ employees
- Lead the rental sales effort, Revenue Management, Operations, F&B, HR, Maintenance, and Housekeeping Department
- ♦ Oversaw Sales for F&B outlets, Activities, Events, and Spa
- Managed all Dot com website and vacation rental sites

General Manager

El Paso Residence Inn by Marriott, El Paso, TX-3/05 -4/08

- Operated a 96 room extended stay Marriott Hotel
- Lead the Sales effort, Revenue Management, Operations, F&B, HR, Maintenance, and Housekeeping Departments
- Oversaw all budget and P&L submissions and maintained strict guidelines to stay within budget
- Assisted in training efforts for new GMs and Sales Efforts for other franchise properties
- Board Member for the El Paso Hotel Motel Association
- Achieved Highest occupancy at 93% YTD in Market and Franchise Company in 2006
- ♦ Achieved Over 70% extended stay occupancy in 2005 and 2006, and 60% in 2007-2008
- ♦ Achieved a 10% year over year growth in REVPAR in 2005 and 2006
- Maintained a clear quality assurance and GSS scores always above brand average

Area Sales Manager

Marriott Int. Arizona Sales Office- Scottsdale, AZ- 11/02 to 10/04

- Responsible for all group and meeting sales for 15 Arizona Valley Hotels including eight Courtyards, four Residence Inns and one Springhill Suites.
- Negotiated and Closed on all business
- ♦ Managed thirteen Sales Coordinators and one Sales Assistant
- Worked with Market Sales, National Group Sales, and Property Sales Managers to generate group business from all corporate, association, government and social accounts
- Worked with intermediaries such as CVBs, Meeting Planners and Travel Agents
- Cross Sold and exhausted all options in order to book business into Marriott.
- Solicited all past groups to obtain future bookings

Education

- Sechelors of Business Administration, UT Arlington, Arlington, TX, 2000
- Associates in Travel and Tourism, IATA, Arlington, TX, 1999
 Licensed Realtor in Texas and New Mexico



File #: 21-48, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

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

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Choose an item.

SUBGOAL: Choose an item.

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

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

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

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

Click or tap here to enter text.

File #: 21-48, Version: 2

Department Head:

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

DEPARTMENT: Tax Office

AGENDA DATE: January 19, 2021 PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

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

BACKGROUND / DISCUSSION:

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

Approve property tax overpayment refunds exceeding the statutory three (3) year limit, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

N/A

DEPARTMENT HEAD Ind.

TAX REFUNDS OVER THREE (3) YEARS January 19, 2021

1. Hilda Morales, in the amount of \$39.98, made an overpayment on February 29, 2016 of 2015 taxes.

(Geo. #S275-999-0010-1900)

Laura D. Prine City Clerk

K. Maria O. Pasillas, RTA

Tax Assessor Collector

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, Hilda Morales ("Taxpayer") has applied for a refund with the tax assessor for their 2015 property taxes that were overpaid on February 29, 2016 in the amount of \$39.98 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2015 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 Hilda Morales showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2015 taxes and the tax refund in the amount of \$39.98 is approved.

APPROVED this _____ day of _____, 2021.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Ledie An-Ph

Leslie **B**. Jean-Pierre Assistant City Attorney

APPROVED AS TO CONTENT:

Maria O. Papillas

Maria O. Pasillas, RTA Tax Assessor/Collector



Internal Audit Office

MAYOR Oscar Leeser	DATE:	January 5, 2021
	TO:	Maria O. Pasillas, Tax Assessor/Collector
	FROM:	Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor
District 1 Peter Svarzbein	SUBJECT	F: Review of Tax Overpayment Refunds that Exceed Three Years
District 2 Alexsandra Annello	a three-year	al Audit Office conducted a review of the Tax Overpayment Refunds that exceeded r period. This engagement was accepted based on the engagement's potential to anagement of risks, add value, and/or improve the organization's operations (IIA
District 3 Cassandra Hernandez	2010.C1). T Generally	The work performed does not constitute an engagement conducted in accordance with <u>Accepted Government Auditing Standards</u> (GAS 1.16). The observations and
District 4 Joe Molinar		s that are reported in this memorandum do not require Management responses. ing Tax Overpayment Refund that exceeded a three-year period was reviewed:
District 5 Isabel Salcido	HILDA M	IORALES S275-999-0010-1900 \$39.98
District 6 Claudia L. Rodriguez	of payment	al Audit Office reviewed the refund application, copies of cancelled checks or proof ts. Attached is a list of days from the date the completed application was received by
District 7 Henry Rivera		Tice and sent to the Internal Audit Office for review. The Tax Office took 8 days to application received and send for review.
District 8 Cissy Lizarraga	determined	our review, the Tax Overpayment Refund that exceeded a three-year period was to be appropriate to send to City Council for approval pursuant to Section 31.11 (c- exas Tax Code.
CITY MANAGER Tommy Gonzalez		s Gonzalez, City Manager t Cortinas, Deputy City Manager of Support Services & Chief Financial Officer

Edmundo S. Calderon - Chief Internal Auditor Internal Audit Office | 218 N. Campbell | El Paso, TX 79901 O: (915) 212-0069 | Email: calderones@elpasotexas.gov



MARIA O. PASILLAS, RT. CITY OF EL PASO TAX ASSESSOR C 221 N. KANSAS, STE 300 EL PASO, TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 www.elj		TAX OFFICE RECEIVED DEC 2 2 2020
	Geo No. S275-999-0010-1900	Prop 1D 43234
MORALES HILDA 707 E NOTTINGHAM DR SAN ANTONIO, TX 78209-3439	Legal Description of the Pro 1 SCOTSDALE GARDENS #2 L 3336 SHEDFIELD PL	and the second se
	OWNER: MORALES HILDA	10UNT \$39.98

1: CITY OF EL PASO. 5: YSLETA ISD. 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

ALLEICATIONTONTROLLA	ATT TAA KEPUND			
Step 1. Identify the refund	Who should the refund be issued to:			
recipient. Show information for	Name: Hilda Marales			
whomever will be receiving	Address: 3 707 E. Nottingham			
the refund.	City, State, Zip: Jan antonio, TX 78209			
	Daytime Phone No.: 210 - 663-9884 E-Mail Address hildrey balchotma	il can		
Step 2. Provide payment	Payment made by: Check No. Date Paid Amount Paid	<i>M</i> ⁱⁿ Curi		
information.				
Please attach copies of	US AR ELECTRONIC PRIMERT			
cancelled checks, bank statement or original receipts				
for all cash payments you made	e TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for	Please check one of the following:			
this refund.	I paid this account in error and I am entitled to the refund.			
Please list any accounts and/or				
years that you intended to pay with this overage.				
with this overage.	I want this payment applied to next year's taxes.			
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I			
Unsigned applications cannot be processed.	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 fetony under the Texas Penal Code, Sec. 37.10.)			
or processed.				
fue 12/22/20	SIGNATURE OF REQUESTOR (REQUIRED) PRINTED NAME & DATE	1/4/2018		
JAX OFFICE USE ONLY:	Approved Denied By: AMD Date: 12 22 2020	(
This application must be completed	d, signed, and submitted with supporting documentation to be valid.			

Print Date: 08/16/2017

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Deposit No		Account No.		Remit Seq No.		Check No.		Payment Amount	Paymer	Summary It Agreement No.	
A.03141677		\$27599900101500			1						
heck nage	/Receipt s Deposit No.	Receipt Date	Remit Seg No.	Check No.	Рауп Туре	nent Payment Amount	Applied Tri Amount	ansa Type		t	Payer
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	35611110A	01/11/2019	39857448	2529	СН	\$125,687.67	\$3,824 85	PA.	S2759990010190	0 28903	3291-THE WESLEY
	M1721941027	01/02/2018	36927208	2277	СН	\$119.214.38	\$3.475.93	PA	S2759990010190	0 2194	1027-KEITH MURCH
*	X0126171022	01/28/2017	34358255	38881	CH	\$3,418.71	\$3 418 71	PA	\$2759990010190	0 140R4	ALES HILDA
12		02/29/2018	32007094	0009076328	CH	\$2,179.59	S2.140 01	PA	S2759990010190	0 MORA	ALES HILDA
	A03141677 DF	02/29/2016	32007094	0009076326	CH	\$2,179.99	\$39.98	LG	S2759990010190	0 MOR	ALES HILDA
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	A04071548	04/07/2015	29075958	2905425	СН	50.08	30.08	PA	52759990010190	0 MORA	ALES HILDA.
	A04071548	03/31/2015	29073842	0002905425	СН	5450 80	\$490.80	P4	S2759990010190	0 MORA	ALES HILDA
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213



File #: 21-49, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

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

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B)

BACKGROUND / DISCUSSION:

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

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 - Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

File #: 21-49, Version: 1

Department Head:

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

DEPARTMENT: Tax Office

AGENDA DATE: January 19, 2021 PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

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PRIOR COUNCIL ACTION:

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Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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

TAX REFUNDS January 19, 2021

- Accumatch, in the amount of \$5,685.26, made an overpayment on December 14, 2020 of 2020 taxes. (Geo. #V854-003-0180-1600)
- Accumatch, in the amount of \$ 6,530.22, made an overpayment on December 14, 2020 of 2020 taxes.
 (Geo. # H762-000-0050-0700)
- Accumatch, in the amount of \$ 4,339.21, made an overpayment on December 11, 2020 of 2020 taxes. (Geo. # T287-999-2740-3400)
- Thomas and Esther Cunningham, in the amount of \$ 9,340.16, made an overpayment on December 18, 2020 of 2020 taxes. (Geo. # M344-999-0030-1300)
- Lower Valley Housing Corp., in the amount of \$ 2,635.62, made an overpayment on May 27, 2020 of 2019 taxes.
 (Geo. # D457-000-0170-1800)
- Corelogic, in the amount of \$ 8,205.83, made an overpayment on November 30, 2019 of 2019 taxes.
 (Geo. # T287-999-4010-5200)

K FOR Maria O. Pasillas

Maria O. Pasillas, RTA Tax Assessor Collector

Laura D. Prine City Clerk

	TAX OFFICE RECEIVED
MARIA O. PASILLAS, H CITY OF EL PASO TAX ASSESSOR 221 N. KANSAS, STE 3 EL PASO, TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 www	500
	Geo No. Prop ID V854-003-0180-1600 679788
ACCUMATCH	Legal Description of the Property BLK 18 VILLAS DEŁ VALLE #3 LOT 16 718 TS DANIEL CADENA DR 79927
2711 LBJ FWY STE 1065 DALLAS, TX 75234	OWNER: BANUELOS CHRISTIAN R & BATTAGLIA ANDREAN

2020 OVERAGE AMOUNT \$5,685.26

4: CITY OF SOCORRO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPER'	FY TAX REFUND: This	application must be completed, si	gned, and submitted with supp	sorting documentation to be valid.				
Step 1. Identify the refund	Who should the refund be	e issued to:						
recipient. Show information for	Name: Accuma	tch						
whomever will be receiving	and the second se	11 LOJ FWW S	Suite 1065					
the refund.		allas TX 15:						
	ALT 101	214-888-6959	and the second se	refondseaccumentch.ce				
Step 2. Provide payment	Payment made by:	Check !	CONTRACTOR OF THE OWNER OWNE	Amount Paid				
information. Please attach copy of cancelled heck, original receipt, online	Accumatel	~ 58226	12/14/2020	#5685.26				
ayment confirmation or								
ank/credit card statement.	T	OTAL AMOUNT PAID (su	m of the above amounts)	#5.685.26				
ep 3. Provide reason for is refund. ease list any accounts and/or	Please check one of the fo	ollowing:						
	\times I paid this account	t in error and I am entitled to t	he refund.	V				
ears that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.							
with this overage.	I want this payment applied to next year's taxes.							
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):							
Step 4. Sign the form. Unsigned applications cannot be processed.	have given on this form is	by apply for the refund of the s true and correct. (If you ma emeanor or a state jail felony of the state jail felony of	ake a false statement on this	s application, you could be found				
Auc. 1/5/21	SIGNATURE OF REQU	erthet	PRINTED NAME & Ywonne B					
TAX OFFICE USE ONLY:	Approved	Denied By	Date:	1105/2021				
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MARIA O. PASILLAS, RTA CITY OF EL PASO TAX ASSESSOR COL 221 N. KANSAS, STE 300 EL PASO, TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 www.elpa		TAX OFFICE Received Jan 04 2021
	Geo No. H762-000-0050-0700	Prop 1D 684841
ACCUMATCH 2711 LBJ FWY STE 1065	Legal Description of the BLK 5 HORIZON TOWN C 13821 VILLA VISTA AVE	ENTER #1 LOT 7
DALLAS, TX 75234	OWNER: ZATARAIN OSV	ALDO & ANDREA M

2020 OVERAGE AMOUNT \$6,530.22

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 14: HORIZON REGIONAL MUD, 15: EMERG. SERVICES DIST #1, 31: TOWN OF HORIZON CITY

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.

recipient. Show information for whomever will be receiving the refund.Name: Accumation Address: 2711 LBJ Fwy Suite 1065 City, State, Zip: Dwllas TX 75234 Daytime Phone No.: 214-388-6959E-Mail Address: refords @ accStep 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.Provide the statement.Step 3. Provide reason for this refund.Please check one of the following: XXI 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 Isted below intermediate the information or bank/credit tard statement.Step 4. Sign the form.By signing below, I hereby apply for the refund of the above-described taxes and certify that the information or bank/credit card statement.Step 4. Sign the form.				to:	ho should the refund be issued	tep 1. Identify the refund
Address: 2711 LBJ FwySuite 1065City, State, Zip:Dallas TX 75234Daytime Phone No: $214-888-6959$ E-Mail Address:refords @ accStep 2. Provide payment information.Pryment made by:Check No:Date PaidAdcumatch 58226 Pryment made by:Check No.Date PaidAmount PaidAccumatch 58226 Iplicition or pank/credit card statement.Step 3. Provide reason for this refund.Please list any accounts and/or years that you intended to pay with this overage.XI paid 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 to the information or payment should have been applied to other tax account(s) and/or year(s), escrow (listed below user and the information or payment applied to other tax account (s) and/or year(s), escrow (listed below with this payment should have been applied to other tax account(s) and/or year(s), escrow (listed below user and the payment applied to the above-described taxes and certify that the information or payment should have been applied to the above-described taxes and certify that the information or payment should have been applied to the above-described taxes and certify that the information or payment should have been applied to other tax account or bit participation or payment application or payment app				h	ame: Accumati	ecipient.
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Daytime Phone No.: $214-888-4959$ E-Mail Address: refords eachStep 2. Provide payment information.Payment made by:Check No.Date PaidAmount PaidFease Amounts)# 6530.23 Provide reason for this refund.Please check one of the following:XI 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 belowStep 4. Sign the form.				5 1 S		e refund.
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MARIA O. PASILLAS, RTA CITY OF EL PASO TAX ASSESSOR COI 221 N. KANSAS, STE 300 EL PASO, TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 www.elpas		Prop ID	
	T287-999-2740-3400	625087	
	Legal Description of the l	Property	
	BLK 274 TIERRA DEL ESTE	E #62 LOT 34	
ACCUMATCH 2711 LYNDON B JOHNSON FWY #1065 DALLAS, TX 75234	2240 SPARROW POINT ST	79938	
Oxve	OWNER: SANCHEZ DAVIE)	/
	2020 OVERAGE A	MOUNT \$4,339.21	/

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPER	FY TAX REFUND	his applicatio	on must be completed, signed, a	nd submitted with sup	porting documentation to be valid.			
Step 1. Identify the refund	Who should the	refund be issued	to:					
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whomever will be receiving	Address:	2711 LBJ		265				
the refund.	City, State, Zip:	Dallas						
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fuc.	,	FREQUESTOR Berthet	(REQUIRED)	PRINTED NAME	& DATE erthet 12 28 2020			
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a l	M20234740001	12/11/2020	45227441	201210151898	EF	\$34,096,963.77	\$4,339.21	LG	T28799	27403400	23474547-ACCUMATCH
	1420234740001	12/11/2020	452274416	201210151898	EF	524.098.963.77	S60 00	P4	T28799	27403400	23474547-4.CCUMATCH
	M19234740001	12/20/2019	42355475	191219094238	EF	\$25,408,135,32	\$4,436.82	PA	T28799	27403400	23474547-4.CCUMATCH
	M18234740001	12/24/2018	39415853	181221108510	EF	\$34,084,724.48	\$4 288 29	PΔ	T28799	927403400	23474547-ACCUMATCH
100	1417RE1800001	12/18/2017	36256004	171215192214	EF	232.569,225.62	\$3,401.81	PA	T28795	27403400	800000-CORELOGIC
	M16800000001	12/21/2016	33448420	161219150895	EF	213,062,589 29	\$3,318.04	PA	T28799	927403400	S00000-CORELOGIC
	M15800000001	12/31/2015	30589755	151231121119	EF	199,122,803 45	\$3,259,58	PA	T28799	27403400	800000-CORELOGIC
	TA160113	12/31/2015	30589755		СН	S0 00	50.00	T4	T28799	927403400	800000-CORELOGIC
	M14800000001	12/24/2014	27452431	141224101136	EF	200,035,948,32	53,204 82	PA	T28799	927403400	800000-CORELOGIC
	TA160331	12/24/2014	27452431		CH	\$0.00	50.00	TA	T28799	927403400	800000-CORELOGIC
	A11191372	11/19/2013	24121431	286886	CH	\$357.03	\$357.03	P4	T28799	27403400	22530840-LONE STAR T

	MARIA O. PASILLA OF EL PASO TAX ASSESS 221 N. KANSAS, ST EL PASO, TX 79 106 FAX: (915) 212-0107 w	AS, RTA SOR COLLECTOR TE 300 901 vww.elpasotexas.gov/tax-office	TAX OFFICE RECEIVED DEC 2 8 2020
		Geo No. M344-999-0030-1300	Prop ID 351067
ESTHER CUNNINGHAM 312 AMELIA DR EL PASO , TX 79912	8/00	Legal Description of the 3 MESA HILLS REPLAT L 312 AMELIA DR 79912	OT 6 (21025 SQ FT)
		OWNER: CUNNINGHAM	

2020 OVERAGE AMOUNT \$9,340.16

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPER	TY TAX REFUND: This ap	plication must be completed, signed	, and submitted with suppo	orting documentation to be valid.					
Step 1. Identify the refund	Who should the refund be i	ssued to:							
recipient. Show information for	Name: Thoma	s and Esthe	r Cunn	ingham					
whomever will be receiving	Address: 312 A	ME HA AME	elia Dr.	ð					
he refund.	City, State, Zip: 📻 🖌	PASO, tx	78912		ac.				
	Daytime Phone No.: 913	-5882074		sther a Cunning	96,				
Step 2. Provide payment	Payment made by:	Check No.	Date Paid	Amount Paid					
information. Please attach copy of cancelled heck, original receipt, online	Chase Bon	K. 329 183 1	Dic 21-20	9340.16					
payment confirmation or		TAL AMOUNT PAID (sum of	(the above amounts)	9340 16					
tep 3. Provide reason for	Please check one of the fol	owing:							
is refund. ease list any accounts and/or	I paid this account i	n error and I am entitled to the re	efund.	/					
ears that you intended to pay	X I overpaid this account. Please refund the excess to the address listed in Step 1.								
vith this overage.	I want this payment	applied to next year's taxes.							
	This payment shoul	d have been applied to other tax	account(s) and/or year(s), escrow (listed below):					
Step 4. Sign the form. Unsigned applications cannot be processed.	have given on this form is t	apply for the refund of the abov rue and correct. (If you make a heanor or a state jail felony under	false statement on this	application, you could be for	and				
fue istor	SIGNATURE OF REQUE	STOP (REQUIRED)	PRINTED NAME & Esther (DATE 12/25/20	20				
TAX OFFICE USE ONLY:	Approved [] I	Denied By:	Date:	2/28/2000	Y				

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3	EC12212098	12/18/2020	45399196	CC003295379	EC	₩ \$9,340.16	- S9,340.16		M34499900301300	28942273-ESTHER CUNN
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	EC04132085	04/13/2020	44060359	0003008240	EC	\$4,672.25	\$4,672 25	PA	1.134499900301300	28393737-THOMAS AND
	A02262092	02/26/2020	43801696	0767	CH	\$2,336.14	\$2.336.14	1 PA	1134499900301300	CUNNINGHAM THOMAS &
	T10281900003	10/29/2019	41888656	00867	CH	\$2,336,14	S2 336 14	PA	M34499900201300	CURNINGHAM THOMAS &
5	EC11021841	11/02/2018	38808038	CC002126202	EC	\$8,504.21	\$8,504 21	PA	M34499900301300	26845354-ESTHER CUNN
	A11021741	11/02/2017	35854180	101	CH	\$8,683.00	\$8,682.00	PA	1434499900301300	CUNNINGHAM THOMAS &
	X1114161001	11/14/2016	32968869	00568	CH	\$8.472 58	\$8,472.56	PA	1434499900301300	CUNNIIGHAM THOMAS &
3	EC11091598	11/06/2015	29819416	CC001097292	EC	\$8,337.05	\$8,337.05	PA	M34499900301300	24084913-THOMAS CUN
	X1030142000	10/30/2014	26794846	06070	CH	54,493 87	54,493 87	PA	M34499900301300	CUNNINGHAM THOMAS &
	X1030142000	10/30/2014	26794845	00117	CH	\$4,000.00	34,000.00	D PA	M34499900301300	CUNNINGHAM THOMAS &
	X1125131004	11/25/2013	24193338	00103	CH	\$8,324.68	\$8,334 60	3 PA	M34499900301300	CUNNINGHAM THOMAS &
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MARIA O. PASILLAS, F CITY OF EL PASO TAX ASSESSOR	TA	DEC 2 1 202
221 N. KANSAS, STE 3 EL PASO, TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 www.	00	•
	Geo No. D457-000-0170-1800	Prop ID 128893
LOWER VALLEY HOUSING CORP PO BOX 638 FABENS, TX 79838	Legal Description of the 17 DESERT PALMS #5 LOT FT) 717 CORA RUECKER ST	F 18 (6048.00 SQ
FABENS, 1X /9838	OWNER: ACEDO JOSEFIN	IA (LE) & MARISSA A V
	2019 OVERAGE	MOUNT \$2,635.62

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 10: CLINT ISD, 14: HORIZON REGIONAL MUD, 15: EMERG. SERVICES DIST #1, 31: TOWN OF HORIZON CITY

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPER	RTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.							
Step 1. Identify the refund	Who should the refund be issued to:							
show information for	Name: Lower Valley Housing CORP							
whomever will be receiving the refund.	Address: P.D. Box 638							
	City, State, Zip: Fabens, Texas 19838							
	Daytime Phone No.: 915-764-3413 E-Mail Address: LV HC. RIVERA C. AOI.CO							
Step 2. Provide payment	Payment made by: Check No Date Paid Amount Paid							
information. Please attach copy of cancelled check, original receipt, online payment confirmation or	LVHC 15760 5-23-20 58,855.23							
bank/credit card statement.	TOTAL AMOUNT PAID (sum of the above amounts)							
Step 3. Provide reason for	Please check one of the following:							
this refund.	I paid this account in error and I am entitled to the refund.							
Please list any accounts and/or years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.							
with this overage.	I want this payment applied to next year's taxes.							
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):							
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.)							
Auc 12/2/2	SIGNATURE OF REQUESTOR (REQUIRED) PRINTED NAMES& DATE							
TAX OFFICE USE ONLY:	Approved Denied Brenth Date: 12/2/2000							

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	A12112075	12/11/2020	45232512	4503	СН	\$13,745.74	\$3,448.52	PA	D45700001701800	2561	1521-ROCKY MOUN
	A05272065	05/27/2020	44213703	15760	СН	SE8,855.23	5353.80	ДД	D45700001701800	5228	40-LOWER VALLEY
	A05272065	05/27/2020	44213703	15760	СН	\$58,855.23	\$2,635.62	le	D45700001701800	5226	40-LOWER VALLEY
節	A05182085	05/18/2020	44171383	15758	CH	\$50,585.99	53.029.42	44	D45700001701800	5228	40-LOWER VALLEY
	402011986	01/31/2019	40506611	14648	СН	5529,845.00	\$2,627 35	P4	D45700001701800	5226	40-LOWER VALLEY
	R80100618MP	10/05/2018	22138710	10514	СН	SC 02-	\$0.02-	TR	D45700001701800	HER	IANDEZ JOSEFINA
	M172750	01/31/2018	37724221	12773	СН	\$745,207.26	\$2,324 80	PA	D49700001701800	2750	-LOWER VALLEY H
	M162750	01/31/2017	34825202	12188	CH	\$775,450.68	\$2.053.49	PA	D45700001701800	2750	-LOWER VALLEY H
í, s	A02091673	01/31/2016	31752768	12404	СН	\$812,321.03	\$1,793.89	AA	D45700001701800	2750	-LOWER VALLEY H
	14142750	01/31/2015	28403680	11693	СН	\$869,422.09	\$1,877.11	PA.	D45700001701800	2750	-LOWER VALLEY H
	M132750	01/29/2014	25386563	11085	СН	\$873,964,29	\$1,781.49	PA	D45700001701800	2750	-LOWER VALLEY H
	402261348	02/28/2013	23138710	10514	СН	\$17,768.88	\$1,238.21	PA,	D45700001701800	2011	9215-LOWER VALL
					Applied Total		324 752 18				

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DEC 3 1 2020

ATTY TAX OFFICE THE CITY OF EL PASO CONSOLIDATED TAX OFFICE 221 N. Kansas Suite 360 El Paso, Texas 79901 ne (915) 212-0106, Fax (915) 212-

TAX OFFICE RECEIVED DEC 29 2020

		Phone (915) 212-0106, Fax	and the second se	to the second second	pproprietario presidente		<u>.</u>
		APPLICATION FOR T	AX REFU	IND		10.	
The Con	solidated Tax Office col	ects property taxes for all elic	gible propert	y taxing enti	ies within El	Pase Count	y
PPLICANT MUST PRO	VIDE THE FOLLOWING INF	ORMATION:					
Corelogic		Phona. HOME: 600-497-5332 ext 1 WORK: 713-400-1452	Property ID# 19-16 upperation per un count 128/199940105200				
duress (mail reland to 5858 Westheimer F	o :) Road Suite 500 Houstor	Property Address: Angler Legal Description: 3477 Dame	r Grey Drive	har o an			
	61					Contract Marketing	-
ax yoar requested 2019/1	Date payment made: 11/30/2019	Check No. 3 Date, if known, 68225255	Amount of i \$8.205.83		Amount (\$8,205.)	of refund requ 83	in hed
	TOTAL AMOUN	I (sum of the above amounts)	\$8.205.83		8205 83		
	formation given to obti	self, as well as, Nilsa with the		Date	12/	'31/2C	, V
Peggy Reyes	U			•• 10	Manager		
Printed name: (2) Impriment	Any person knowingly submit un to one year define not of the date of U	ting faise envires is subject to (1) in er \$2,000 au both (See 37,10 Peno subunent or the to do yer wayes	(Code) An opp	Title [2 to 10 vears, dication for a re reJund (Sec 31	fund must be n	ar both. nade within 3	veors after
TAX OFFICE Entry:		ND APPROVED				4	h
ax Office Approval	2 THE SUIL	17/20	202		Date:	100	aa
() Record	ED () Return d documentation (Tax m of overpayment not fou	rned to sender () aceipt, Canceled Cherk, Bank	See below/	attacheu	Date: at saterified	<u></u>	
	SIGNED						32(5), 1

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osit No. 2031965	Accou	nt No 994010520	٥	кеп	nit Seq No.	Check No.		Payment Amount	Payment Agreement No.
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s Deposit No.	Date	Seq No.	No.	Туре	Amount	Amount	Туре	No.	Payer
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Legislation Text

File #: 21-92, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

Mayor and Council, Representative Henry Rivera, (915) 212-0007

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.

For notation pursuant to Section 2.92.110 of the City Code, receipt of the following campaign contribution by Representative Henry Rivera, District 7: \$500.00 from Frank Martinez.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

<u>PRIOR COUNCIL ACTION:</u> Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

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

Click or tap here to enter text.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also



Legislation Text

File #: 21-68, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 1, 3 & 8

International Bridges, David Coronado, (915) 212-7505 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

SUBGOAL: 1.5 Stimulate economic growth through transit and bridges integration

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.

The linkage to the Strategic Plan is subsection 1.5 Stimulate economic growth through transit and bridges integration.

Request that the Director of Purchasing and Strategic Sourcing be authorized to issue a Purchase Order to Duncan Parking Technologies, Inc., referencing Contract 2019-794 Single Space Parking Meters. This will be a change order to increase the contract by \$154,500.00 for a total amount not to exceed \$772,500.00 for the initial term. The change order will cover current expenses and future projects until the end of the term January 19, 2021 to April 29, 2022.

Contract Variance: The unit cost for this change order remains the same. There is no variance.

Inc.

This is a Change Order for a Sole Source, service contract.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

STRATEGIC GOAL NO. 6:	Strategic Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development
DISTRICT(S) AFFECTED:	1, 3 & 8
CONTACT PERSON NAME/PHONE:	David Coronado, International Bridges (915) 212-7505 Bruce D. Collins, Director, Purchasing & Strategic Sourcing (915) 212-1181
AGENDA DATE:	January 19, 2021
DEPARTMENT:	International Bridges

The linkage to the Strategic Plan is subsection 1.5 Stimulate economic growth through transit and bridges integration.

SUBJECT:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Duncan Parking Technologies, Inc., referencing Contract 2019-794 Single Space Parking Meters. This will be a change order to increase the contract by \$154,500.00 for a total amount not to exceed \$772,500.00 for the initial term. The change order will cover current expenses and future projects until the end of the term January 19, 2021 to April 29, 2022.

BACKGROUND / DISCUSSION:

This contract is intended to provide the continued single space parking meters service.

SELECTION SUMMARY:

N/A

PROTEST

No protest received for this requirement.

Protest received.

CONTRACT VARIANCE:

Contract Variance: The unit cost for this change order remains the same. There is no variance.

PRIOR COUNCIL ACTION:

On March 19, 2019 City Council approved the award of contract 2019-794R.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$154,500.00 532290-564-3300-64850

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:

DIND A. COMADO

David Coronado, Director, International Bridges Department

PPS FORM 001, Rev. 3, 8/9/2016 (Discard Previous Versions)

COUNCIL PROJECT FORM (CONTRACT MODIFICATION)

Please place the following item on the CONSENT agenda (under PURCHASING REQUESTS, ETC.) for the Council Meeting of January 19, 2021.

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

The linkage to the Strategic Plan is subsection 1.5 Stimulate economic growth through transit and bridges integration.

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Duncan Parking Technologies, Inc., referencing Contract 2019-794 Single Space Parking Meters. This will be a change order to increase the contract by \$154,500.00 for a total amount not to exceed \$772,500.00 for the initial term. The change order will cover current expenses and future projects until the end of the term January 19, 2021 to April 29, 2022.

Contract Variance: The unit cost for this change order remains the same. There is no variance.

International Bridges
Duncan Parking Technologies, Inc.
Milwaukee, WI
\$154,500.00
Parking Meter Fund
532290-564-3300-64850
1, 3 & 8

This is a Change Order for a Sole Source, service contract.



Legislation Text

File #: 21-64, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Police, Chief Gregory K. Allen, (915) 212-4305 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

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

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

SUBJECT:

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.

The linkage to the Strategic Plan is subsection 2.1 - Maintain standing as one of the nation's top safest cities. This award allows the Police Department to purchase equipment needed to properly and safely dispose of abandoned or seized property items.

Award Summary:

The award of Solicitation No. 2021-0006 Industrial Firearm Metal Shredder to BESA Equipment LLC, for an estimated total award of \$82,820.00. The award of this contract allows the Police Department to safely and effectively dispose of abandoned or seized property items.

Contract Variance:

N/A

Department: Award to:	Police BESA Equipment LLC Souderton, PA
Items:	All
Total Estimated Award:	\$82,820.00
Account No.:	321-21270-2812-580070
Funding Source:	Confiscated Funds
Districts:	All

This is a Formal Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Police Departments recommend award to BESA Equipment LLC the lowest responsive and responsible bidder.

File #: 21-64, Version: 1

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Police
AGENDA DATE:	January 19, 2021
CONTACT PERSON/PHONE:	Gregory K. Allen, Chief of Police, El Paso Police Department (915) 212-4305 Bruce D. Collins, Director of Purchasing and Strategic Sourcing (915) 212-1182
DISTRICT(S) AFFECTED:	All
STRATEGIC GOAL:	NO. 2: Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection 2.1 – Maintain standing as one of the nation's top safest cities. This award allows the Police Department to purchase equipment needed to properly and safely dispose of abandoned or seized property items.

SUBJECT:

The award of Solicitation No. 2021-0006 Industrial Firearm Metal Shredder to BESA Equipment LLC, for an estimated total award of \$82,820.00. The award of this contract allows the Police Department to safely and effectively dispose of abandoned or seized property items.

BACKGROUND / DISCUSSION:

It is estimated that approximately 300 to 350 abandoned or seized property items will be disposed on a monthly basis. The metal shredder will allow for the safe and effective destruction of these items. It will also clear shelving space needed to accommodate new property submissions.

SELECTION SUMMARY:

Solicitation was advertised on October 6, 2020 and October 13, 2020. The solicitation was posted on the City's website on October 6, 2020. The email (Purmail) notification was sent out on October 8, 2020. There were a total of thirty-four (36) views online. Three (3) bid were received; one (1) being a local supplier.

PROTEST

No protest received for this requirement.

Protest received.

Contract Variance: N/A

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: \$82,820.00 321-21270-2812-580070 Confiscated Funds

BOARD / COMMISSION ACTION: N/A

******************************REQUIRED AUTHORIZATION***************************** regay K. Aller

DEPARTMENT HEAD:

PPS FORM 001, Rev. 3, 8/9/2016 (Discard Previous Versions)

COUNCIL PROJECT FORM

(Low Bid)

Please place the following item on the CONSENT agenda for the Council Meeting of January 19, 2021.

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

The linkage to the Strategic Plan is subsection 2.1 – Maintain standing as one of the nation's top safest cities. This award allows the Police Department to purchase equipment needed to properly and safely dispose of abandoned or seized property items.

Award Summary:

The award of Solicitation No. 2021-0006 Industrial Firearm Metal Shredder to BESA Equipment LLC, for an estimated total award of \$82,820.00. The award of this contract allows the Police Department to safely and effectively dispose of abandoned or seized property items.

Contract Variance:

N/A

Department: Award to:	Police BESA Equipment LLC Souderton, PA
Item(s):	ALL
Total Estimated Award:	\$82,820.00
Account No.:	321-21270-2812-580070
Funding Source:	Confiscated Funds
District(s):	All

This is a Formal Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Police Departments recommend award to BESA Equipment LLC the lowest responsive and responsible bidder.



CITY OF EL PASO BID TABULATION FORM

Project Name: Industrial Firearm Metal Shredder Bid Opening Date: November 18, 2020

	penning Date. Noven		.020						
			St. Lo	n Pulverizer ouis, MO er 1 of 3	BESA Ec Soud Bide	J Carriza Constru El Pas Bidder			
ITEM NO.	DESCRIPTION	(A) UOM	(B) QTY	(C) UNIT PRICE	(D) TOTAL EXTENDED PRICE (B x C = D)	(C) UNIT PRICE	(D) TOTAL EXTENDED PRICE (B x C = D)	(C) UNIT PRICE	Ī
1.	Industrial Firearm Metal Shredder	ea	1	\$119,500.00	\$119,500.00	\$76,920.00	\$76,920.00	\$143,400.00	
2.	Estimate Shipping Cost	ea	1	\$7,650.00	\$7,650.00	\$3,400.00	\$3,400.00	\$9,180.00	
3.	Installation Cost	ea	1	\$16,500.00	\$16,500.00	\$2,500.00	\$2,500.00	\$19,800.00	
	TOTAL EXTEND		-		\$143,650.00		\$82,820.00		I
PAYN	IENT TERMS:			30 DAYS		30 DAYS		30 D.	
BIDDER'S PROMISED DELIVERY: Within consecutive calendar days					120 DAYS		45		
	DER DOES NOT SPECIFY A		DELIVERT, THE		D DELIVERY SHALL	PREVAIL. A D			
	dments Acknowledged				NO		YES		/ E
BIDS	SOLICITED: 8 LOC	AL BIDS S	OLICITED: 0	BIDS REC	EIVED: 3	LOCAL BIDS	RECEIVED:	1 NO BID:	_

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Bruce D. Collins APPROVED BY: ___IS/

DATE: _12/03/2020_



Solicitation #: 2021-0006

Department: Police

u a:	I General ction Inc so, TX [·] 3 of 3		
	(D) TOTAL EXTENDED PRICE (B x C = D)		
	\$143,400.00		
	\$9,180.00		
	\$19,800.00		
	\$172,380.00		
D	AYS		
DAYS			
T	Y'S REQUIRED DEI	LIVERY MAY BE	CAUSE FOR
Y	ES		

2021-0006 Industrial Firearm Metal Shredder

American Pulverizer Company Contact: Mr. James Holder Phone: # (314) 781 6100 <u>Jholder@ampulverizer.com</u> 1319 Macklind Ave. St. Louis, Missouri 63110

Gunbuster LLC Contact: Mr. Rick Borgmeyer Phone # (855) 486 2878 (636) 898-6500 (Fax) Info@GunBustersUSA.com 743 Spirit 40 Park Dr Chesterfield, MO 63005

Stiles Machinery, Inc. Phone # (616) 698 7500 3965 44th St. SE Grand Rapids, MI 49512 Komar Industries, Inc. Phone # (614) 836 2366 4425 Marketing Place Groveport, Ohio 43125

Jordan Reduction Solutions Phone # 1888 733 8248 Email: <u>sales@jrs.com</u> 355 Clow Lane PO Box 170339 Birmingham, AL 35217

1251212576100 / 520736 Allegheny Paper Shredders Corporation Contact Sarah Lewey Phone #:800-245-2497 / 724-468-5919 Email: sarahl@alleghenyshredders.com Po Box 80 Old William Penn Highway East Delmont, PA 15626-0080 Weima Phone # 1803 592 6851 3678 Centre Circle Fort Mill, SC 29715

Arlington Machinery Phone #: 1 877 847 3009 2020 Estes Avenue Elk Grove, IL 60007



Legislation Text

File #: 21-56, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 3

Capital Improvement Department, Sam Rodriguez, (915) 212-0065 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

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

SUBGOAL: 4.1 Deliver bond projects impacting quality of life across the city in a timely, efficient manner

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.

The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

Award Summary:

The award of Solicitation 2021-0376 Cleveland Clark Pocket Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated total award of \$121,759.29. The projects consist of parkway, landscape and irrigation improvements. Some of the improvements will include new bike racks, new receptacles, benches, and installation of landscape rock, trees and vegetation, and placement of geotextile fabric and rock mulch.

Capital Improvement
MARTINEZ BROS. CONTRACTORS, LLC
El Paso, TX
All
150 Consecutive Calendar Days
\$121,751.29
\$121,751.29
471-71240-2400-580270- G7145CD68
Community Development Block Grant
3

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MARTINEZ BROS. CONTRACTORS, LLC lowest responsive and responsible bidder.

File #: 21-56, Version: 1

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

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

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

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

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

Click or tap here to enter text.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Capital Improvement
AGENDA DATE:	January 19, 2021
CONTACT PERSON/PHONE:	Sam Rodriguez, City Engineer – Chief Operations and Transportation Officer (915) 212-1845 Bruce D. Collins, Purchasing Director (915) 212-1181
DISTRICT(S) AFFECTED:	3
STRATEGIC GOAL:	No. 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

SUBJECT:

The award of Solicitation 2021-0376 Clark Cleveland Pocket Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC, for an estimated total award of \$121,751.29.

BACKGROUND / DISCUSSION:

The Parkway and Landscape work for CLARK-CLEVELAND PARK IMPROVEMENTS consist on the construction of the park site area. The demolition shall consist of, but is not limited to, the removal and off-site disposal of concrete sidewalk, the removal and off-site disposal of concrete curb and gutter, the removal and off-site disposal of concrete handicap ramps, the removal and disposal of unclassified and unsuitable material, the removal and disposal of chain-link fence. The construction and installation of new concrete sidewalk, new concrete curb & gutter, new concrete mow strip curb, and new concrete wheelchair ramps. Also, included is the installation of new bench, new bike racks, new trash can, and new mutt mitt disposal station. In addition, installation of irrigation systems and testing of these devices, installation of landscape rock, installation of trees and vegetation, and placement of geotextile fabric and rock mulch.

SELECTION SUMMARY:

Solicitation was advertised on November 10, 2020 and November 17, 2020. The solicitation was posted on City website on November 10, 2020. The email (Purmail) notification was sent out on November 12, 2020. There was a total of eighty three (83) viewers online; Six (6) bids were received; 6 being local suppliers.

PROTEST

No protest received for this requirement.

Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? \Box Yes or \boxtimes Not Applicable (Routine) If yes, select the applicable districts.

District 1
District 2
District 3
District 4
District 5
District 6
District 7
District 8
All Districts

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$121,751.29 Source: Community Development Block Grant Account No.: 471-71240-2400-580270- G7145CD68

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:

Samuel Rodriguez Sam Rodriguez, Chief Operations and Transportation Officer

COUNCIL PROJECT FORM (Low Bid)

Please place the following item on the **CONSENT AGENDA** for the Council Meeting of **JANUARY 19, 2021**.

No. 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

Award Summary:

The award of Solicitation 2021-0376 Cleveland Clark Pocket Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated total award of \$121,759.29. The projects consist of parkway, landscape and irrigation improvements. Some of the improvements will include new bike racks, new receptacles, benches, and installation of landscape rock, trees and vegetation, and placement of geotextile fabric and rock mulch.

Department: Award to:	Capital Improvement MARTINEZ BROS. CONTRACTORS, LLC
Awalu lu.	El Paso, TX
Item(s):	All
Initial Term:	150 Consecutive Calendar Days
Base Bid:	\$121,751.29
Total Estimated Award:	\$121,751.29
Account No.:	471-71240-2400-580270- G7145CD68
Funding Source:	Community Development Block Grant
District(s):	3

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MARTINEZ BROS. CONTRACTORS, LLC lowest responsive and responsible bidder.

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

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

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

Bid Tab Summary

2021-0376 Cleveland Clark Pocket Park Improvement

	Contractor	Base Bid
1	Martinez Bros Contractors, LLC	\$121,751.29
2	Black Stallion Contractor Inc.	\$122,433.35
3	Horizone Construction I, LTD	\$146,824.12
4	Allen Concrete, LLC	\$149,380.79
5	Del Mar Contracting, Inc	\$163,777.75
6	Perikn Enterprise, LLC	\$213,214.17



BID DATE: December 09, 2020

ITEM

NO.

1.

2.

3.

4.

5.

6.

7.

8.

CITY OF EL PASO BID TABULATION FORM

Т



BID TITLE: Clark Cleveland Pocket Park Improvements

BID NO: 2021-0376

\$924.00

DEPARTMENT: CAPITAL IMPROVEMENT

		Allen Concrete, LLC		Black Stallion Contractors, Inc.		Del Mar Contracting, Inc.			
				El Paso, TX		El Paso, TX		El Paso, TX	
			BIDDE	R 1 OF 6	BIDDEF	R 2 OF 6	BIDDE	R 3 OF 6	
APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT Bid PRICE (IN FIGURES) Use two decimals DO NOT ROUND	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT Bid PRICE (IN FIGURES) Use two decimals DO NOT ROUND	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT Bid PRICE (IN FIGURES) Use two decimals DO NOT ROUND	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
			BASE E	SID					
200	CY	EXCAVATION CUT TO WASTE OF UNCLASSIFIED AND UNSUITABLE MATERIAL	\$47.19	\$9,438.00	\$28.75	\$5,750.00	\$82.00	\$16,400.00	
33	LF	CONCRETE CURB AND GUTTER REMOVAL AND DISPOSAL	\$18.48	\$609.84	\$9.78	\$322.74	\$15.00	\$495.00	
89	SY	CONCRETE SIDEWALK REMOVAL AND REMOVAL	\$23.63	\$2,103.07	\$17.25	\$1,535.25	\$15.00	\$1,335.00	
13	SY	CONCRETE DRIVEWAY REMOVAL AND REMOVAL	\$42.00	\$546.00	\$28.75	\$373.75	\$15.00	\$195.00	
4	SY	CONCRETE ADA RAMP REMOVAL AND REMOVAL	\$131.25	\$525.00	\$34.50	\$138.00	\$50.00	\$200.00	
1	EA	CHAINLINK FENCE GATE REMOVAL AND REMOVAL	\$262.50	\$262.50	\$345.00	\$345.00	\$200.00	\$200.00	
547	LF	CHAINLINK FENCE REMOVAL AND REMOVAL	\$4.73	\$2,587.31	\$8.05	\$4,403.35	\$6.00	\$3,282.00	

33

LF

NEW 6" CONCRETE CURB AND

GUTTER

Complete In Place

\$1,807.41

\$11.50

\$379.50

\$54.77

\$28.00

Approved By: <u>/s/</u> Date: 12/16/2020

CITY OF EL PASO BID TABULATION FORM

BID NO: 2021-0376

DEPARTMENT: CAPITAL IMPROVEMENT

				Allen Concrete, LLC El Paso, TX		Black Stallion Contractors, Inc. El Paso, TX		Del Mar Contracting, Inc.	
					R 1 OF 6		R 2 OF 6	El Paso, TX BIDDER 3 OF 6	
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
				BASE	BID				
9.	231	SY	NEW 4" REINFORCED CONCRETE SIDEWALK Complete In Place	\$32.62	\$7,535.22	\$43.70	\$10,094.70	\$65.00	\$15,015.00
10.	9	SY	NEW 6" REINFORCED CONCRETE DRIVEWAY Complete In Place	\$213.48	\$1,921.32	\$51.75	\$465.75	\$75.00	\$675.00
11.	4	EA	NEW CONCRETE ADA RAMPS Complete In Place	\$981.75	\$3,927.00	\$1,150.00	\$4,600.00	\$600.00	\$2,400.00
12.	307	SF	NEW MESA RED SCREENINGS, 3" DEPTH WITH WEED FABRIC UNDERLAYMENT Complete In Place	\$1.38	\$423.66	\$2.39	\$733.73	\$1.25	\$383.75
13.	4,488	SF	NEW MESA RED ROCK, 3" DEPTH WITH WEED FABRIC UNDERLAYMENT Complete In Place	\$1.76	\$7,898.88	\$1.27	\$5,699.76	\$1.50	\$6,732.00
14	5	EA	NEW BOULDERS Complete In Place	\$330.00	\$1,650.00	\$425.50	\$2,127.50	\$325.00	\$1,625.00
15.	235	LF	NEW 6" CONCRETE CURB MOWSTRIP Complete In Place	\$10.47	\$2,460.45	\$13.80	\$3,243.00	\$12.00	\$2,820.00 Contractor's Price: \$1,625.00



BID DATE: December 09, 2020

BID TITLE: Clark Cleveland Pocket Park Improvements



Achievement of

CITY OF EL PASO BID TABULATION FORM

BID TITLE: Clark Cleveland Pocket Park Improvements

BID DATE: December 09, 2020

			Allen Concrete, LLC		Black Stallion Contractors, Inc.		Del Mar Contracting, Inc.		
					nso, TX R 1 OF 6		so, TX R 2 OF 6	El Paso, TX BIDDER 3 OF 6	
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	CTOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
				BASE	BID				
16.	1	EA	NEW 32 GAL. TRASH RECEPTACLE Complete In Place	\$2,750.00	\$2,750.00	\$2,415.00	\$2,415.00	\$3,000.00	\$3,000.00
17.	1	EA	NEW 6' DUMOR BENCH Complete In Place	\$2,750.00	\$2,750.00	\$2,185.00	\$2,185.00	\$3,000.00	\$3,000.00
18.	3	EA	NEW BIKE RACK Complete In Place	\$825.00	\$2,475.00	\$1,092.50	\$3,277.50	\$2,000.00	\$6,000.00
19.	1	EA	NEW PET WASTE DISPENSER Complete In Place	\$1,045.00	\$1,045.00	\$920.00	\$920.00	\$1,600.00	\$1,600.00
20.	108	LF	NEW 5" STEEL EDGING Complete In Place	\$9.90	\$1,069.20	\$9.89	\$1,068.12	\$4.50	\$486.00
21.	6	EA	NEW TREES (2" CAL.) Complete In Place	\$385.00	\$2,310.00	\$448.50	\$2,691.00	\$550.00	\$3,300.00
22.	66	EA	NEW 5 GAL. SHRUBS Complete In Place	\$38.50	\$2,541.00	\$27.60	\$1,821.60	\$30.00	\$1,980.00



DEPARTMENT: CAPITAL IMPROVEMENT

BID NO: 2021-0376





CITY OF EL PASO BID TABULATION FORM



BID TITLE: Clark Cleveland Pocket Park Improvements

BID NO: 2021-0376

BID DATE: December 09, 2020 DEPARTMENT: CAPITAL IMPROVEMENT										
				Allen Co	Allen Concrete, LLC		Black Stallion Contractors, Inc.		Del Mar Contracting, Inc.	
				El Pa	aso, TX	El Pa	iso, TX	El Pa	aso, TX	
				BIDDE	R 1 OF 6	BIDDE	R 2 OF 6	BIDDE	R 3 OF 6	
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
				BASE	BID					
23.	8,120	SF	NEW TIFWAY HYBRID BERMUDA SOD Complete In Place	\$1.38	\$11,205.60	\$1.38	\$11,205.60	\$2.00	\$16,240.00	
24.	1	LS	AUTOMATIC IRRIGATION SYSTEM Complete In Place	\$48,518.80	\$48,518.80	\$40,940.00	\$40,940.00	\$49,000.00	\$49,000.00	
25.	1	SY	NEW 4" REINFORCED CONCRETE SLAB Complete In Place	\$1,219.66	\$1,219.66	\$575.00	\$575.00	\$90.00	\$90.00	
26.	1	LS	NEW MANHOLE COVER WITH CONICAL SECTION Complete In Place	\$4,950.00	\$4,950.00	\$1,725.00	\$1,725.00	\$4,000.00	\$4,000.00	
27.	100	LF	NEW 7' HIGH CHAINLINK FENCE WITH BARBED WIRE Complete In Place	\$55.00	\$5,500.00	\$34.50	\$3,450.00	\$55.00	\$5,500.00	
28.	1	EA	NEW 7' HIGH CHAINLINK SINGLE SWING GATE (10FT) WITH BARBED WIRE Complete In Place	\$990.00	\$990.00	\$862.50	\$862.50	\$1,500.00	\$1,500.00	
29.	1	LS	REMOVE AND RECONNECT ANCHORING Complete In Place	\$2,750.00	\$2,750.00	\$2,875.00	\$2,875.00	\$1,000.00	\$1,000.00	
30.	1	LS	TEMPORARY TRAFFIC AND PEDESTRIAN CONTROL Complete In Place	\$3,300.00	\$3,300.00	\$2,875.00	\$2,875.00	\$2,000.00	\$2,000.00	

BID TABULATION FORM

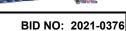
CITY OF EL PASO

Achievement of 2019 Award Winner

BID TITLE: Clark Cleveland Pocket Park Improvements

BID DA	TE: Dece	mber 09,	, 2020				DEPA	RTMENT: CAPIT	AL IMPROVEMENT
			Allen Concrete, LLC El Paso, TX BIDDER 1 OF 6		Black Stallion Contractors, Inc. El Paso, TX BIDDER 2 OF 6		Del Mar Contracting, Inc. El Paso, TX BIDDER 3 OF 6		
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
				BASE	BID			u	
31.	1	LS	SWPPP INSTALLATION & MANAGEMENT Complete In Place	\$5,197.50	\$5,197.50	\$3,335.00	\$3,335.00	\$4,400.00	\$4,400.00
				BASE	BID	•		•	
		SUM TO	OTAL BASE BID (ITEMS 1 THRU 31)	\$142,267.42		\$122,	433.35	\$155,777.75 Contractor's Price: \$159,832.75	
	MOBILIZATION (NOT TO EXCEED 5%)		\$7,113.37		\$5,876.80		\$8,000.00		
	SUM TOTAL (BASE BID I AND MOBILIZATION)			\$149,380.79		\$128,310.15		\$163,777.75 Contractor's Price: \$167,832.75	
AMEND	MENTS A	CKNOWL	EDGED	<u> </u>	N/A	N	I/A		N/A
BID BOI	ND SUBMI	ITTED			/es	Yes		Yes	







BID DATE: December 09, 2020

CITY OF EL PASO BID TABULATION FORM



BID TITLE: Clark Cleveland Pocket Park Improvements

BID NO: 2021-0376

DEPARTMENT: CAPITAL IMPROVEMENT

		Horizone Construction I, LTD		Martinez Bros Contractors, LLC		PERIKIN Enterprises, LLC			
				El Paso, TX BIDDER 4 OF 6		El Paso, TX BIDDER 5 OF 6		EL Paso, TX BIDDER 6 OF 6	
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT Bid PRICE (IN FIGURES) Use two decimals DO NOT ROUND	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT Bid PRICE (IN FIGURES) Use two decimals DO NOT ROUND	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT Bid PRICE (IN FIGURES) Use two decimals DO NOT ROUND	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
				BASE E	BID				
1.	200	СҮ	EXCAVATION CUT TO WASTE OF UNCLASSIFIED AND UNSUITABLE	\$19.00	\$3.800.00	\$16.25	\$3.250.00	\$25.81	\$5,162.00
			MATERIAL				+-,	+_0.01	Contractor's Price: \$5,162.22
2.	33	LF	CONCRETE CURB AND GUTTER REMOVAL AND DISPOSAL	\$14.00	\$462.00	\$7.75	\$255.75	\$8.79	\$290.07 Contractor's Price: \$290.03
3.	89	SY	CONCRETE SIDEWALK REMOVAL AND REMOVAL	\$16.00	\$1,424.00	\$25.00	\$2,225.00	\$60.60	\$5,393.40 Contractor's Price:
									\$5,393.04
4.	13	SY	CONCRETE DRIVEWAY REMOVAL AND REMOVAL	\$43.00	\$559.00	\$25.00	\$325.00	\$66.61	\$865.93 Contractor's Price: \$865.92
5.	4	SY	CONCRETE ADA RAMP REMOVAL AND REMOVAL	\$38.00	\$152.00	\$25.00	\$100.00	\$66.61	\$266.44
6.	1	EA	CHAINLINK FENCE GATE REMOVAL AND REMOVAL	\$370.00	\$370.00	\$1,250.00	\$1,250.00	\$462.56	\$462.56
7.	547	LF	CHAINLINK FENCE REMOVAL AND REMOVAL	\$1.96	\$1,072.12	\$5.00	\$2,735.00	\$12.95	\$7,083.65 Contractor's Price: \$7,084.64
8.	33	LF	NEW 6" CONCRETE CURB AND GUTTER Complete In Place	\$32.00	\$1,056.00	\$13.75	\$453.75	\$117.49	\$3,877.17 Contractor's Price: \$3,877.22



BID TITLE: Clark Cleveland Pocket Park Improvements

BID DA	TE: Dece	mber 09,	2020				DEPA	RTMENT: CAPIT	AL IMPROVEMENT
				Horizone Cor	struction I, LTD	Martinez Bros (Contractors, LLC	PERIKIN En	terprises, LLC
				El Pa	aso, TX	El Pa	so, TX	EL P	aso, TX
				BIDDE	R 4 OF 6	BIDDE	R 5 OF 6	BIDDE	R 6 OF 6
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
				BASE	BID				
9.	231	SY	NEW 4" REINFORCED CONCRETE SIDEWALK Complete In Place	\$47.00	\$10,857.00 Contractor's Price: \$10,011.00	\$35.00	\$8,085.00	\$32.38	\$7,479.78 Contractor's Price: \$7,479.67
10.	9	SY	NEW 6" REINFORCED CONCRETE DRIVEWAY Complete In Place	\$340.00	\$3,060.00	\$43.75	\$393.75	\$693.85	\$6,244.65 Contractor's Price: \$6,244.62
11.	4	EA	NEW CONCRETE ADA RAMPS Complete In Place	\$1,100.00	\$4,400.00	\$225.00	\$900.00	\$2,960.41	\$11,841.64 Contractor's Price: \$11,841.66
12.	307	SF	NEW MESA RED SCREENINGS, 3" DEPTH WITH WEED FABRIC UNDERLAYMENT Complete In Place	\$3.00	\$921.00	\$1.76	\$540.32	\$3.00	\$921.00 Contractor's Price: \$920.21
13.	4,488	SF	NEW MESA RED ROCK, 3" DEPTH WITH WEED FABRIC UNDERLAYMENT Complete In Place	\$1.90	\$8,527.20	\$1.17	\$5,250.96	\$2.46	\$11,040.48 Contractor's Price: \$11,044.27
14	5	EA	NEW BOULDERS Complete In Place	\$635.00	\$3,175.00	\$257.00	\$1,285.00	\$555.08	\$2,775.40 Contractor's Price: \$2,775.39
15.	235	LF	NEW 6" CONCRETE CURB MOWSTRIP Complete In Place	\$9.00	\$2,115.00	\$22.50	\$5,287.50	\$32.38	\$7,609.30 Contractor's Price: \$7,609.19

BID NO: 2021-0376

Horizone Construction I, LTD

El Paso, TX

BIDDER 4 OF 6

TOTAL AMOUNT

(QUANTITY X UNIT

Achievement of Excellence 2019 Award Winner

Martinez Bros Contractors, LLC

El Paso, TX

BIDDER 5 OF 6

TOTAL AMOUNT

(QUANTITY X UNIT

ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	PRICE) DO NOT ROUND ONLY TWO DECIMALS
				BASE	BID				
16.	1	EA	NEW 32 GAL. TRASH RECEPTACLE Complete In Place	\$3,000.00	\$3,000.00	\$1,025.00	\$1,025.00	\$3,101.03	\$3,101.03
17.	1	EA	NEW 6' DUMOR BENCH Complete In Place	\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00	\$4,425.82	\$4,425.82
18.	3	EA	NEW BIKE RACK Complete In Place	\$720.00	\$2,160.00 Contractor's Price: \$720.00	\$1,075.00	\$3,225.00	\$721.60	\$2,164.80
19.	1	EA	NEW PET WASTE DISPENSER Complete In Place	\$1,200.00	\$1,200.00	\$525.00	\$525.00	\$1,609.73	\$1,609.73
20.	108	LF	NEW 5" STEEL EDGING Complete In Place	\$14.80	\$1,598.40	\$10.82	\$1,168.56	\$25.68	\$2,773.44 Contractor's Price: \$2,773.61
21.	6	EA	NEW TREES (2" CAL.) Complete In Place	\$669.00	\$4,014.00	\$360.00	\$2,160.00	\$629.09	\$3,774.54 Contractor's Price: \$3,774.53
22.	66	EA	NEW 5 GAL. SHRUBS Complete In Place	\$41.00	\$2,706.00	\$31.00	\$2,046.00	\$48.11	\$3,175.26 Contractor's Price: \$3,175.04



BID DATE: December 09, 2020

BID TITLE: Clark Cleveland Pocket Park Improvements



DEPARTMENT: CAPITAL IMPROVEMENT

PERIKIN Enterprises, LLC

EL Paso, TX

BIDDER 6 OF 6

BID NO: 2021-0376

TOTAL AMOUNT

(QUANTITY X UNIT





DEPARTMENT: CAPITAL IMPROVEMENT

BID NO: 2021-0376

BID TITLE: Clark Cleveland Pocket Park Improvements

BID DATE: December 09, 2020

	TL. Dece						BEIA		
				Horizone Con	struction I, LTD	Martinez Bros (Contractors, LLC	PERIKIN Er	terprises, LLC
				El Pa	aso, TX	El Pa	so, TX	EL P	aso, TX
				BIDDE	R 4 OF 6	BIDDE	R 5 OF 6	BIDDE	R 6 OF 6
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				BASE	BID				
23.	8,120	SF	NEW TIFWAY HYBRID BERMUDA SOD Complete In Place	\$2.00	\$16,240.00	\$1.81	\$14,697.20	\$3.57	\$28,988.40 Contractor's Price: \$28,996.52
24.	1	LS	AUTOMATIC IRRIGATION SYSTEM Complete In Place	\$38,000.00	\$38,000.00	\$29,380.00	\$29,380.00	\$54,582.63	\$54,582.63
25.	1	SY	NEW 4" REINFORCED CONCRETE SLAB Complete In Place	\$855.40	\$855.40	\$312.50	\$312.50	\$647.59	\$647.59
26.	1	LS	NEW MANHOLE COVER WITH CONICAL SECTION Complete In Place	\$3,200.00	\$3,200.00	\$13,750.00	\$13,750.00	\$6,716.44	\$6,716.44
27.	100	LF	NEW 7' HIGH CHAINLINK FENCE WITH BARBED WIRE Complete In Place	\$65.00	\$6,500.00	\$23.75	\$2,375.00	\$105.46	\$10,546.00 Contractor's Price: \$10,546.48
28.	1	EA	NEW 7' HIGH CHAINLINK SINGLE SWING GATE (10FT) WITH BARBED WIRE Complete In Place	\$2,100.00	\$2,100.00	\$5,625.00	\$5,625.00	\$1,757.75	\$1,757.75
29.	1	LS	REMOVE AND RECONNECT ANCHORING Complete In Place	\$2,500.00	\$2,500.00	\$3,125.00	\$3,125.00	\$462.56	\$462.56
30.	1	LS	TEMPORARY TRAFFIC AND PEDESTRIAN CONTROL Complete In Place	\$5,000.00	\$5,000.00	\$3,125.00	\$3,125.00	\$7,771.09	\$7,771.09



BID TITLE: Clark Cleveland Pocket Park Improvements

BID NO: 2021-0376 DEPARTMENT: CAPITAL IMPROVEMENT

BID DATE: December 09, 2020

		<u> </u>							
				El Pa	nstruction I, LTD aso, TX :R 4 OF 6	El Pa	Contractors, LLC so, TX R 5 OF 6	EL P	terprises, LLC aso, TX R 6 OF 6
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
				BASE	BID	I			I
31.	1	LS	SWPPP INSTALLATION & MANAGEMENT Complete In Place	\$7,000.00	\$7,000.00	\$1,875.00	\$1,875.00	\$4,403.62	\$4,403.62
		· · · · ·		BASE	BID				
		SUM TO	OTAL BASE BID (ITEMS 1 THRU 31)		,824.12 Price: \$139,98.12	\$118,	251.29		,214.17 rice: \$208,226.31
			MOBILIZATION (NOT TO EXCEED 5%)	\$6,0	000.00	\$3,5	00.00	\$5,0	000.00
SUM TOTAL (BASE BID I AND MOBILIZATION)		\$146,824.12 Contractor's Price: \$145,978.12		\$121,751.29		\$213,214.17 Contractor's Price: \$213,226.31			
AMEND	MENTS A	CKNOWLE	DGED		N/A		I/A		N/A
		-			Yes		′es		Yes

		Views
No.	Name	Company Name
1	Gallegos, Mari	Abescape
2	Counts, Tim	Accent Landscape Con
3	Magdaleno, Jesus	Allen Concrete Inc.
4	Rugh, John	AMTEK
5	martinez, ryan	ARS landscaping corp
6	Shane, Coler	Aztec Contractors
7	Fraire, Julio	B.F. Builders Group,
8	Guardado, Carlos	Best Ironworks
9	Bid, Judge	BidJudge.com
10	Luna, Hector	Black Stallion Contr
11	Anguiano, Carlos	Border Demolition
12	Caballero, Luis	Caballero Electric C
13	Chavez, Ruben	CEA Group
14	Huit, Jacob	Clowe And Cowan
15	Kyle, Bellomy	ConstructConnect
16	Gibson, Patty	construction Bid Sou
17	Exton, Pamela	Construction Journal
18	Wood, Jane	Construction Reporte
19	Deg, Maria	Contractors Register
20	Oney, Hilary	CSA Constructors
21	HARRISON, MIKE	DEL MAR CONTRACTING,
22	Management, Source	Deltek
23	Villela, Kathleen	Desert Grace Managem
24	Hudson, Brad	Direx Construction,
25	GONZALEZ, ALEXANDER	DIVISION 7 LLC
26	Peggy, Koehn	Dodge Data
27	Soto, Daniel	DRS Rock Materials,
28	Ragan, Bill	DUGOUTS USA
	Massie, Scott	DYNAMO PLAYGROUNDS
	Erick, Osorio	ecoReach, Inc.
31	Jaramillo, Jorge	Fulcrum Contracting
32	Maldonado, Mariana	Horizone Constructio
	Olivas, Pedro	HPO Construction LLC
	Gilcrease, Paul	HUB
	Balai, Rakesh	i- Sourcing Technolo
	Gaynor, Shabron	IMS
	Garcia, Carlos	INTEGRATED EARTHWORK
	Schoengarth, David	Interstate Highway C
	Cervantes, Marlena	J. CARRIZAL GENERAL
	Soto, Mauro	JMR Demolition
	Lowrance, Gloria	Jobe Materials, L.P.
	Puente, Ed	Kraftsman Commercial
	Adriana, Castro	Limelight Contractin
	Naranjo, Lizandro	Lizandro Naranjo

2021-0326 Clark Cleveland Pocket Park Imrovements							
Views							
No.	Name	Company Name					
45	Gonzalez, Ruben	Lomeli and sons Land					
46	Martinez, Heriberto	Martinez Bros. Contr					
47	martinez, avelardo	martinez irrigation					
48	Rojas, Rojelio	Master Team USA llc					
49	matyear, william	matco					
50	Lopez, Jose	Mirador					
51	Gallegos, Yahve	Mr.					
52	Valdez, Teresa	MRD LANDSCAPING AND					
53	Drapes, Michael	MTI Ready Mix					
54	Parrish, Ashley	Natural Structures					
55	Nevarez, Christy	Noble General Contra					
56	MELENDEZ, OSWALDO	NOMA COMMERCIAL LAND					
57	Delgado, Rick	NRC Construction And					
58	Breedlove, Nancy	NVB Playgrounds					
59	Lopez, Rafael	Perikin Enterprises,					
60	Hermosillo, Edgar	Prestige Constructio					
61	Ortiz, Lupe	Prime Irrigation And					
62	Jones, Kim	Prime Vendor Inc.					
63	Morris, Bryan	RBM Engineeering, In					
64	Valdespino, Carlos	Roman Construction					
65	Javier, Salcedo	S.Roberts Iron Works					
66	Ochoa, Ernesto	SDV General Contract					
67	White, Hugo	Sierra Vista Wholesa					
68	Bjornsson, Ron	Smartprocure					
69	Thompson, Maria	Steel Specialties In					
70	Jesus, Mesta	Straight Edge Contra					
	Hernandez, Cecilia	The PlanIt Room					
72	Motta, Alejandro	Tri-State Electric,					
73	Ruiz, Erika	Vertex Contractors,					
74	Olguin, Jeannette	Vitual Builders Exch					
75	Austin, Fork	Wayne Enterprises					
76	Acosta, German	Zayza Irrigation And					
77	Construction, Ztex	Ztex Construction In					
78	Banquil, Lovely						
79	Hernandez, Alberto						
80	James, Hardison						
81	Martinez, Jessica						
82	Reyes, Yesenia						
83	Watson, Frank						



Legislation Text

File #: 21-63, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

City Manager's Office, Cary Westin, (915) 212-1063

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

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

<u>SUBGOAL</u>: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Presentation and discussion by the COVID-19 Response and Recovery Cross-Functional Team providing information on key activities, efforts and processes.

- 1. Overview (Tommy Gonzalez)
- 2. CFT Operations (Chief Mario D'Agostino)
- 3. City Attorney Overview (Karla Nieman)
 - a) State Disaster Declarations
 - b) City Attorney's Office COVID-19 Support
- 4. Team Lead Reports:
 - 1. Health Focus (Hector Ocaranza, M.D.)
 - a) Community Task Force Recommendations Update
 - 2. Vaccination Update (Angela Mora)
 - 3. Testing Recap and Update (Tracey Jerome)
 - 4. Data Analysis (David Coronado)
 - 5. Planning + Infrastructure (Facilities) (Alex Hoffman)
 - 6. Education, Communication and Compliance (Laura Cruz-Acosta, Ellen Smyth, Dionne Mack)
 - 7. Financial Focus (Robert Cortinas)
 - 8. Community Vulnerabilities + Human Services (Nicole Ferrini)
 - 9. Economic Recovery (Jessica Herrera)
 - 10. Operations Focus (Cary Westin)

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he

File #: 21-63, Version: 1

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 COVID-19 Response + Recovery Cross-Functional Team is comprised of ten multi-disciplinary teams focused on the continued planning, development and implementation of actions supporting key impact areas. Ongoing updates will be provided to share key information and key upcoming items.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: City Manager's Department

AGENDA DATE: January 19, 2021 PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Senior Deputy City Manager, Cary Westin (915) 212-1063

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6 Set the Standard for Sound Governance and Fiscal Management Goal 8 Nurture and Promote a Health Sustainable Community

SUBGOAL:

6.4- Implement leading-edge practices for achieving quality and performance excellence 6.5-Deliver services timely and effectively with focus on continual improvement 8.1- Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

Presentation and discussion by the COVID-19 Response + Recovery Cross-Functional Team providing information on key activities, efforts and processes.

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 - 10. Operations Focus (Cary Westin)

BACKGROUND / DISCUSSION:

The COVID-19 Response + Recovery Cross-Functional Team is comprised of ten multi-disciplinary teams focused on the continued planning, development and implementation of actions supporting key impact areas. Ongoing updates will be provided to share key information and key upcoming items.

PRIOR COUNCIL ACTION: N /A

AMOUNT AND SOURCE OF FUNDING: N /A

 DEPARTMENT HEAD:

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



COVID-19 **Response +** Recovery **Cross-Functional Team Update**

> **1.19.2021** Updated 1.19.21

Table of Contents

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- **10. Operations Focus (Cary Westin)**



1. Overview

Tommy Gonzalez



2. CFT Operations Overview

Chief Mario D'Agostino



3. CAO Overview

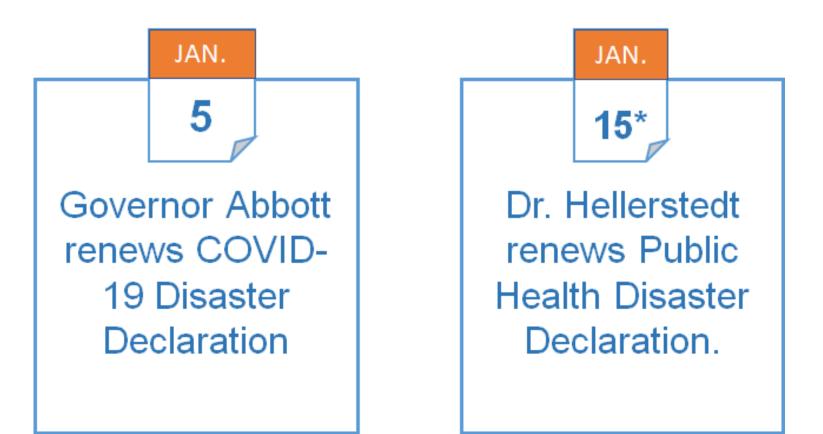
State Disaster Declarations
 City Attorney's Office COVID-19 Support



267

State Disaster Declarations





*Anticipated



COVID-19 FAQ's

7/

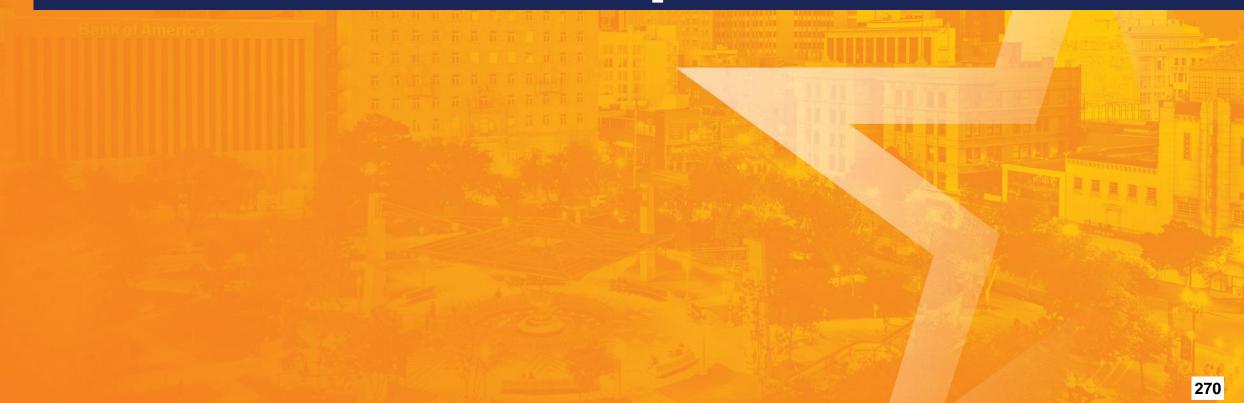
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	COVID-19 vaccines are on their v	vay. Eligible residents can reserve t		EE FLU SHOTS MENTAL HEALTH Q	
ELPASOSTRONG		Testing & Treatment Health Orders Y FAQs Data Vaccination Guidance Y Open & Closed			
FAQ'S					
Health Orders	Symptoms & Testing	Masks & Face Coverings	Resident	Business	
Outo Activ	W/or	kforce -	raval	elessness on-profits	

EP/

OF EL PASO



4. Team Lead Reports





1. Health Focus

Hector I. Ocaranza, M.D.

271

Current Situation COVID-19 in our community



- Positive cases increased for 14 days and now stable
- Uptick of positive cases was approximately 80% from Dec 30
- New cases per capita now at 57 cases per 100,000
- Positivity rate continues at around 11%
- Testing increased because of School-based rapid testing
- Over 800,000 tests performed



- Rate of Asymptomatic patients reaching 16%
- Hospitalizations (7-day rolling avg) around 400/day
- 1 out of 3 hospitalized patients requiring ICU care
- Currently our TSA area COVID Hospitalization stable between 17-19%
- Confirming deaths continue (Lag Indicator)

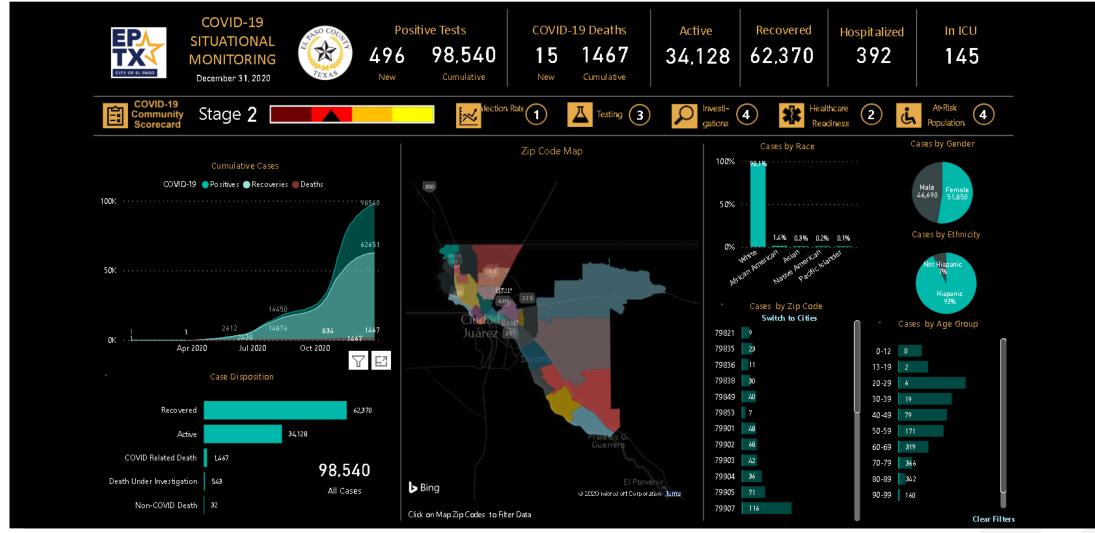


- Uptick of Positive Cases was the impact from Holiday season
- Hospitalizations remain stable without a significant increase
- Schools expected to bring children back to school for in-person instruction as per current plan
- Prevention is the key while vaccine is rolled out





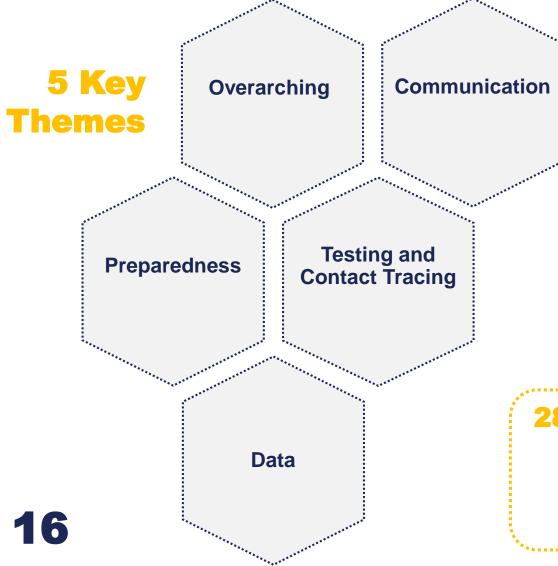




El Paso United COVID-19 Transition Task Force Recommendations Recap

15

Recommendations Recap



8.17.20: Final Short Term/Scorecard presented to City Council by Taskforce *reporting integrated into CFT updates

8.31.20: Launched Dashboard

9.1.20: Council action to implement short term recommendations: Communication, Preparedness, Testing & Contract Tracing and Data

9.26.20: Midterm and Long Term presented to City Council

28 Total Recommendations

- Comprehensive Update Provided: 1.5.21
 - 18 short term- COMPLETE
 - 10 mid & long term 7 COMPLETE + 3 Pending



2. Vaccination Update

Angela Mora

279

CDC Priority Groups – Phase 1 Vaccine Distribution

Prevention of Morbidity & Mortality

- 1a LTCF residents
- **1b** Persons 75 years and older
- IC Persons 65 -74 years
- Persons 16 -64 with high-risk medical conditions

Preservation of Societal Functioning

Health care personnel Frontline Essential Workers Other Essential Workers



CDC Phases 1-3

Phase 1a "Jumpstart Phase"

- High-risk health workers
- First responders

Phase 1b

- People of all ages with comorbid and underlying conditions that put them at significantly higher risk
- Older adults living in congregate or overcrowded settings

Phase 1c –

19

- Persons 65 74 years of age
- Persons with high-risk medical conditions
- Other frontline essential workers not covered under 1b



CDC Phases 1-3 – Cont'd

Phase 2

- K-12 teachers and school staff and childcare workers
- Critical workers in high-risk settings— workers who are in industries essential to the functioning of society and substantially higher risk of exposure
- People of all ages with comorbid and underlying conditions that put them at moderately higher risk
- People in homeless shelters or group homes for individuals with disabilities, including serious mental illness, development and intellectual disabilities, and physical disabilities or in recovery, and staff who work in such settings
- People in prisons, jails, detention centers, and similar facilities, and staff who work in such settings
- All older adults not included in Phase 1



CDC Phases 1-3 – Cont'd

Phase 3

- Young adults
- Children
- Workers in industries and occupations important to the functioning of society and at increased risk of exposure not included in Phase 1 or 2



Texas EVAP Priority Groups Recap

- Prioritization process
- Texas priority groups
- CDC phases and priority groups
- Estimated timeline Dec 2020- September 2021





Texas EVAP Priority Groups Recap –Cont'd

Phase 1 a - First Tier

- Hospital staff working directly with Pos patients or at higher risk for COVID-19
- Long-term care staff and residents
- EMŠ providers who engage in 9-1-1 emergency services Home health care workers, including hospice care, who directly interface with vulnerable and high-risk patients
- Phase 1 Second Tier
- Staff in outpatient care offices who interact with symptomatic patients.
- Direct care staff in freestanding emergency medical care facilities and urgent care
- Community pharmacy staff who provide direct services to clients
- Public health and emergency response staff directly involved in administration of COVID testing and vaccinations
- Last responders who provide mortuary or death services to decedents with COVID-19
- School nurses who provide health care to students and students and teachers



Texas EVAP Priority Groups Recap –Cont'd

Recently expanded to Phase 1 b

- People 65 years of age and older
- People 16 years of age and older with at least one chronic medical condition that puts them at increased risk for severe illness from the virus that causes COVID-19, such as but not limited to:
- Cancer
- Chronic kidney disease
- COPD (chronic obstructive pulmonary disease)
- Heart conditions, such as heart failure, coronary artery disease or cardiomyopathies
- Solid organ transplantation
- Obesity and severe obesity (body mass index of 30 kg/m2 or higher)
- Pregnáncy
- Sickle cell disease
- Type 2 diabetes mellitus
- Next groups not yet defined by the Texas EVAP





What's Next with the COVID 19 Vaccine in Texas

LIMITED SUPPLY

We Are Here

- 1A: Direct Care Hospital, Long-Term Care, EMS 9-1-1, Home Health, Outpatient, ER/Urgent Care, Pharmacies, Last Responders, School Nurses
- 1A: Long-Term Care Residents of Long-Term Care Facilities
- 1B: Persons 65+ or 16+ with at least one chronic medical condition, including pregnancy

ADDITIONAL SUPPLY

- 1C: Under consideration
- 2: Under consideration

• 3: Under consideration



Long-Term Care Facilities Enrolled

Facility Type eligible enrolled:

- Assisted Living Facility
- Long-term care killed facility /nursing home
- Senior Housing

Facilities population:

- Total Facilities 70 population (staff/residents) 5,338
- **Total enrolled-38** population 4,372
- Not enrolled 32 population 1,016





Federal Pharmacy Program Local Participating Pharmacies

- Walgreens
- CVS
- Pharma Script
- Vaccination started on 12/27/2020
- Currently 9 facilities vaccinated
- 1st dose = 800
- In progress = 356



DSHS and City Coverage

Region 9/10

- 6 Assisted Living and Nursing homes facilities
- Reaching out to 1

Public Health Deployment Team

- 17 assisted living facilities
- Total 1st dose vaccines = 527

Fire Deployment Team

30 Foster Homes Total 1st Dose =



Vaccine Registration Update---System Improvements

Resident Experience

Streamline the registration and booking process

- Enhances registration and notification capabilities (e-mail and text)
- Enables appointment scheduling options

City Operations

- Increases efficiency at vaccination sites with checking in and vaccinating individuals
- Assists with managing registrants and their respective vaccination phases
- Application availability to partners

Community Feedback

ongoing COVID-19 pandemic please visit <u>www.EPStrong.org</u>

I want to say Kudos to the fire department! I was vaccinated yesterday at the mega site. It was very well organized and everyone was exceptional!! Thank you!

9:31 PM

Thank you we will pass your comments to the team. We appreciate it!

My parents were very impressed with the Assig set-up and speedy process of the COVID-19 vaccination off Global Reach and George Perry! A Mom saw the portable restrooms while in line ... just in case of a long wait ... however, it took both parents less than 30 minutes! Thank you city staff for making this My parents set-up and process truly professional and helped COVID-19 my parents believe they were worthy of and Georg portable re such high quality service! This is a bright case of a l spot in over a year for them! . They are both parer Thank you ready for round 2 in a few weeks. You process tru my parents guys are awesome! such high spot in over a year for mennie mey are ready for round 2 in a few weeks. You

3₂₉₂

guys are awesome!

I'm writing to say - I'm totally impressed with El Paso's planning in getting the COVID vaccination out. The operation to get it out was impressive thank you leaders!

Community Feedback: Video

Jan. 12, 2021

Today I was a recipient of the COVID-19 vaccine at the George Perry site. As a former Special Agent and police officer I have been involved in many large scale incidents requiring multi-agency joint operations. I want to commend the City of El Paso, particularly the El Paso Fire and Police Departments, as well as the Public Health Department in an extremely well coordinated and executed rollout of the administration of the vaccine. While the wait was long, the efficiency of this enormous effort cannot go without recognition. As a recipient, I realize I only saw a small portion of the overall process and personnel required to make this a success. Thank you to EVERYONE who made and continues to make this happen.



MARK TARANTINO RECEIVED COVID-19 VACCINE

- Mark Tarantino

Communication Improvements

EP

Vaccine Centers English -

COVID-19 Vaccination Appointment

To schedule an appointment, please fill in the required questionnaire so that we can gather information regarding your readiness for COVID-19 vaccination, and offer guidance and instruction to ensure your safety. You will need to provide the following details:



Such as race, ethnicity, gender, age



Medical history

Current/past ailments and allergy

information



COVID-19 history

History of any COVID-19 infections,

testing or vaccinations



Contact information

Your contact details

3₂₉₄

Proceed to COVID-19 questionnaire Please DO NOT register more than once

If you already pre-registered, you do not need to pre-register again. Your spot is already reserved.

To be removed from the COVID-19 Registration List please email us at removevaccinelist@elpasotexas.gov.

Pre-register to reserve your spot!

EP TX



3. Testing Recap & Update

Tracey Jerome



- Average daily testing rate: 3,990
 - 30% of capacity being utilized
- Rapid testing is being performed across community with schools partners
 - All school districts + some private and charter schools are participating in the BinaxNow Rapid Test Program
 - Provided by the Texas Department of Emergency Management
- Testing is an important part of our community approach to controlling and reducing the spread of COVID-19



- Regular testing services for vulnerable populations continues
 - Nursing Homes
 - Long-term Care Facilities
 - Detention Facilities
- State testing site support: confirmed through 31 January
- Please visit epstrong.org for more information and to make a testing appointment



PowerFlu Campaign

- City Testing Sites continue to provide flu shots via drive thru service

 No appointment necessary
 Free of Charge
- As of 12 January, 37,874 distributed
- Getting the flu shot is an important step to protect yourself and others and help to ensure a healthier, safer community



Current Partnerships

- Federal government
- QuestLab
- UTEP
- Walmart
- Texas Department of Emergency Management for Rural Testing
- Texas Department of Emergency Management, Texas Military Department Mobile Testing (TMD-MTT)
- CVS
- Area ISDs
- Project Vida



Current Partnerships (cont'd)

- Centro San Vicente
- GynPath
- Le Fe Clinic
- UMC
- Walgreens
- WE Medical Labs
- CPL Medical Labs
- AIT Medical Labs



4. Data Analysis

David Coronado

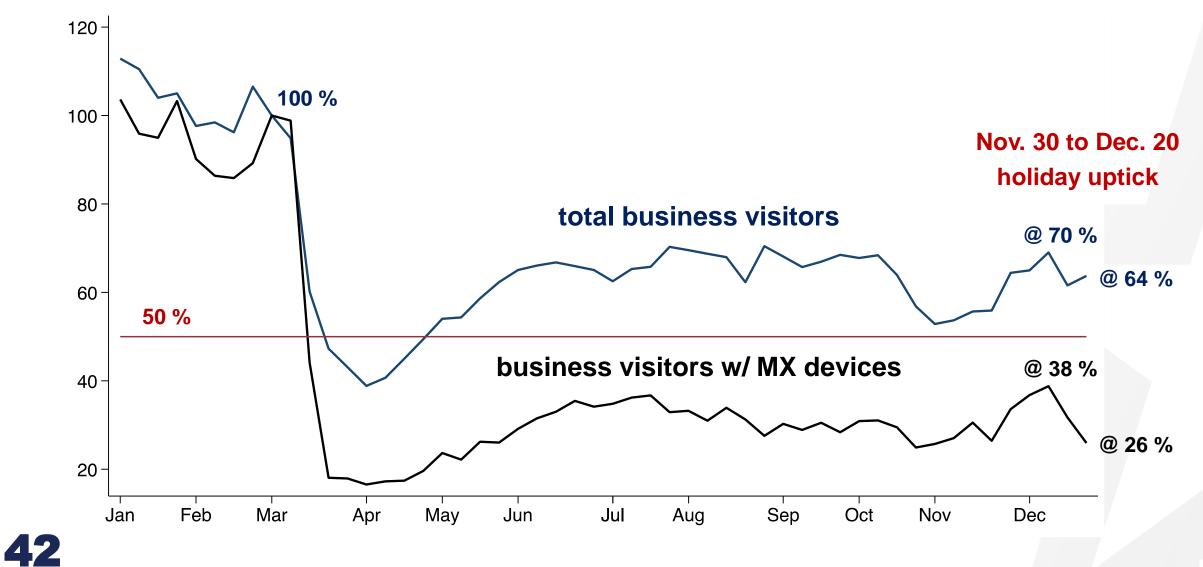


- Allows City of El Paso no-cost access to anonymized location data from mobile phone GPS traces for COVID-19 responses
 - Start date June 15, 2020
 - City must provide source credit for all content using SafeGraph data
- IBD has developed Stata program scripts to quantify countywide business visits and travel patterns due to stay-at-home and social distancing restrictions
- Weekly home-to-business visits and distance traveled by:
 - city, town, places and zip codes
 - economic activity NAICS 3-digit (subsector) and 4-digit (industry groups) most affected
- Pre- and post-COVID time periods not easily discernable but IBD using week of March 16 as the start of the post-COVID phase

Mobility and engagement index

Percent decline of mobility compared to January-February 2020 average (Baseline) 0% — U.S. — тх - El Paso -25% -50% -53% -75% El Paso bottomed at -89% -100% -125% Feb 1 May 1 Jul 1 Dec 1 Mar 1 Apr 1 Jun 1 Aug 1 Sep 1 Oct 1 Nov 1 Jan 1 el Paso Brownsville Laredo McAllen 0% -25% -46% -50% -75% -100% Brownsville bottomed at -123% -125% Feb 1 Sep 1 Mar 1 May 1 Jul 1 Aug 1 Oct 1 Nov 1 Dec 1 Jan 1 Apr 1 Jun 1

El Paso County business visitors



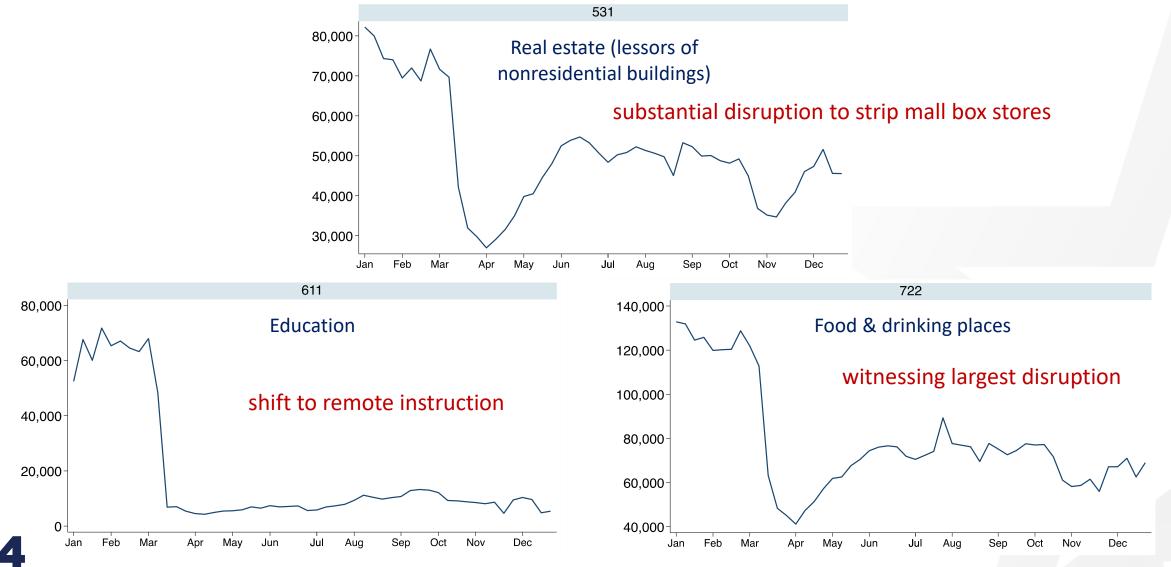
Source: SafeGraph data compiled by IBD. Week of March 2 = base 100.

Total business visits – retail NAICS



Source: SafeGraph data compiled by IBD. Week of March 2 = base 100.

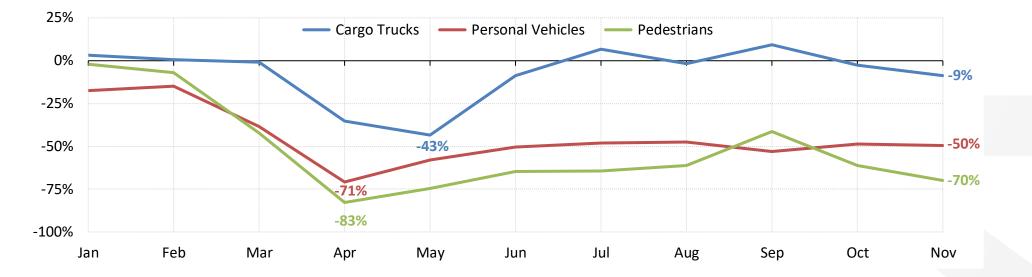
Total business visits – services NAICS



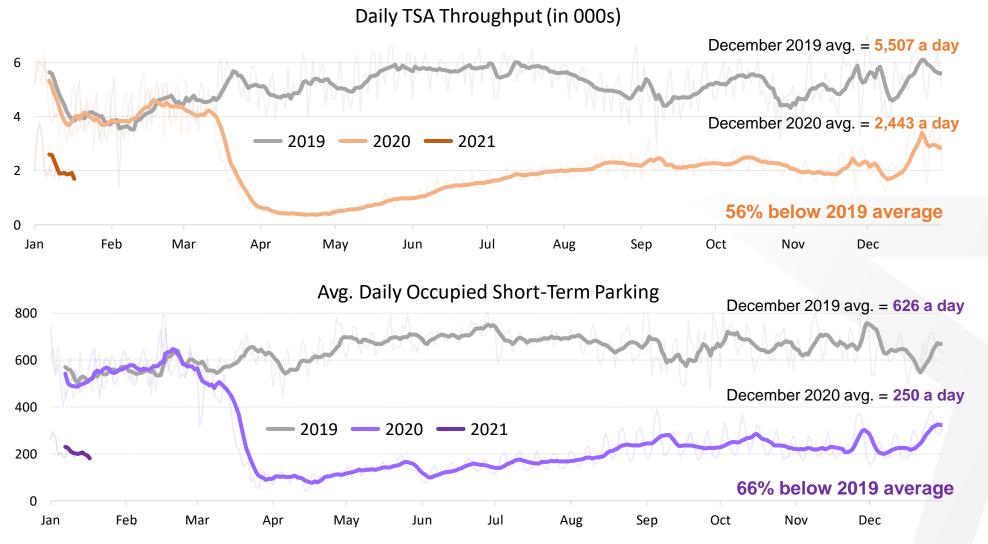
Source: SafeGraph data compiled by IBD. Week of March 2 = base 100.



Percent decline of northbound crossings by mode compared to 2018 (baseline)



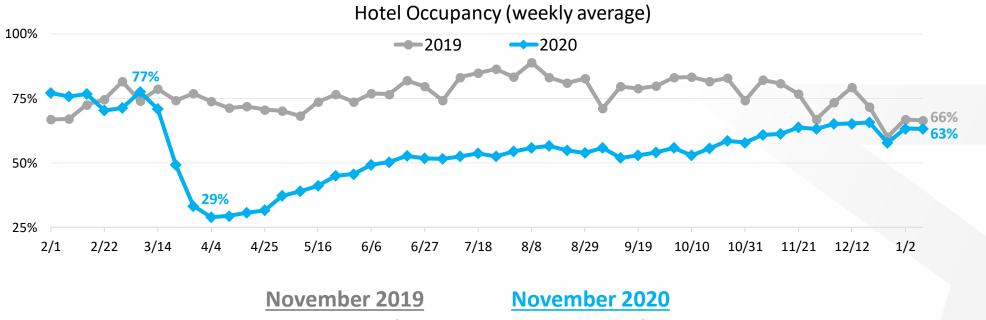
TSA throughput and parking counts



Source: El Paso International Airport. TSA Throughput are all individuals passing through (travelers and employees). Graphs reflect a seven-days moving average. Last observation: Jan. 11, 2021

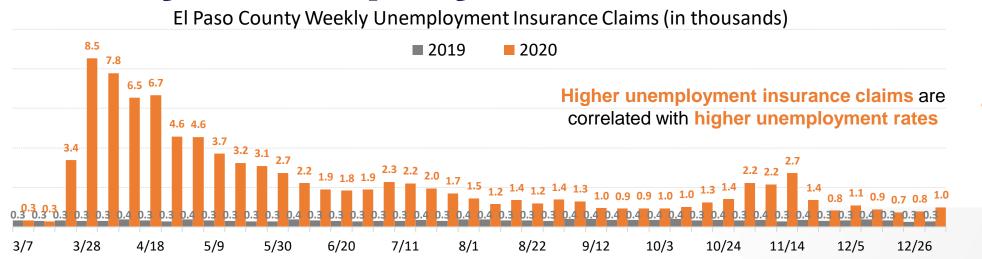


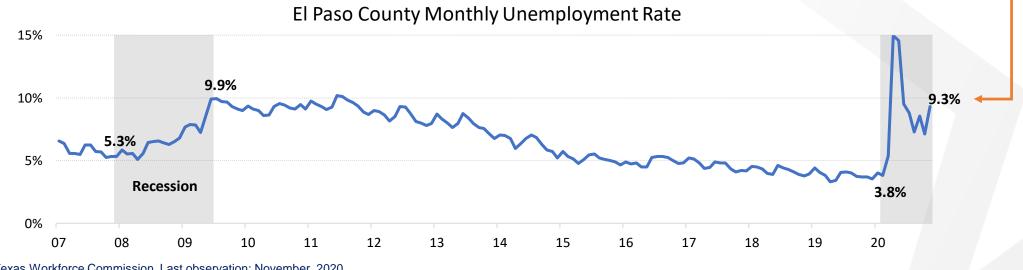
Hotel Occupancy at 4% below 2019 and with upward trend since April



U.S.: 61.6% Texas: 61.5% El Paso: 76.6% U.S.: 40.3% Texas: 42.5% El Paso: 62.1%

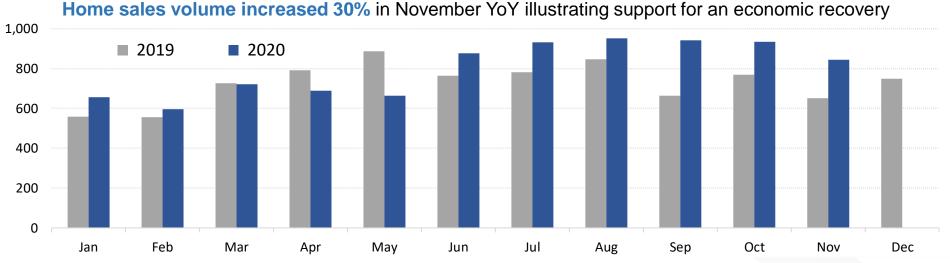




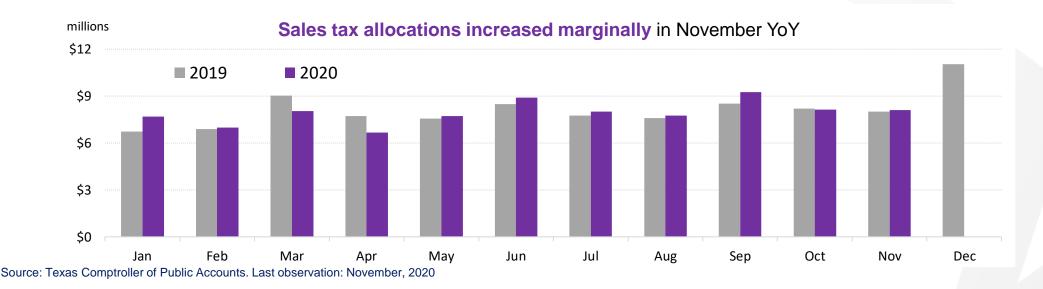


Source: Texas Workforce Commission. Last observation: November, 2020

Home and retail sales (allocations)

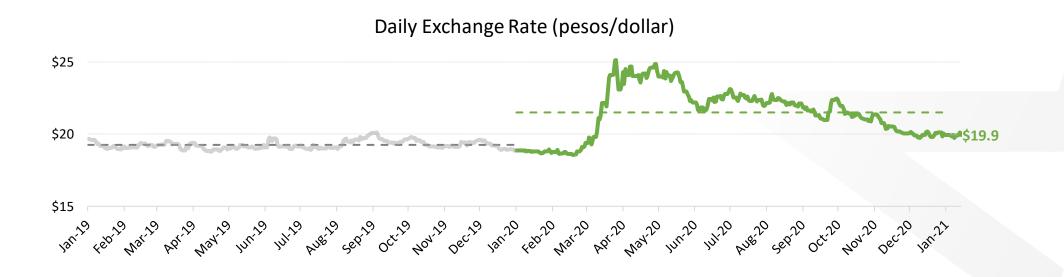


Source: Real Estate Center Texas A&M University. Last observation: November, 2020





MX Peso gradually recovering from covid-19 early effects





5. Planning + Infrastructure (Facilities)

Alex Hoffman

313

Support Facilities (Results Recap)



Lab and Logistics Center (9566 Railroad)

- Lab IN PROGRESS (To be completed by end of February 2021)
- Logistics Center COMPLETE
- Mobile Lab COMPLETE
- COVID Response Center (200 Kansas) COMPLETE
- 4 Regional Testing / Vaccination Sites
 - 220 S. Stanton COMPLETE
 - 7380 Remcon Circle COMPLETE
 - 9566 Railroad COMPLETE (Pending Gas Service)
 - 9341 Alameda IN PROGRESS (To be completed by end of January 2021)





Facility Construction Update



Remcon Circle – COMPLETE

BEFORE

AFTER



Stanton Clinic – COMPLETE

BEFORE

AFTER



Railroad Mobile Lab – COMPLETE



9566 Railroad Clinic – Complete (Pending gas service)

BEFORE

PROGRESS PHOTOS



9341 Alameda Clinic – In Progress

BEFORE

PROGRESS PHOTOS



Lab and Logistics Center (9566 Railroad) – In Progress







6. Education, Communication + Compliance

Laura Cruz-Acosta



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CUTE The For COVID 19 testing information, visit EPStrong.org 323





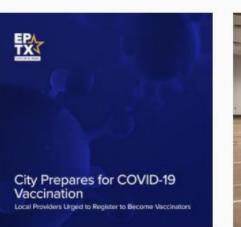






















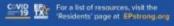








It's okay to not be okay. If you or someone you know is struggling, call the local crisis hotline at (915) 779-1800.





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Positive? Self-report

If you tested positive for COVID-19 and have not been contacted by the Department of Public Health within 24 hours of receiving your results, fill out and submit a self disclosure form online.

COVID EPA Visit th

Visit the 'Testing' page to self-report your positive results at EPStrong.org



Have you pre-registered with the City of El Paso to get the COVID-19 vaccine?

If you've pre-registered, please note the COVID-19 vaccine is in limited supply so it may take several weeks to get an appointment.



Please be patient

EPStrong.org or by calling

(915) 21-COVID.



Check your email

email (including your Spam





Staff from the Department of

Stay protected

Date of Birth"

Phone Number

First Name

Last Name*

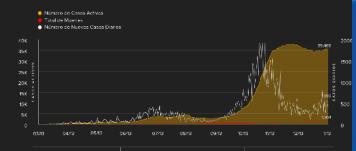
Please attach a copy of your

Email

Staff from the Department of V Public Health may contact you via c phone so please answer the call. Home Delivery

El Pasoans Fighting Hunger Food Bank is accepting applications for people who have tested positive for COVID-19 or are guarantined due to pending diagnosis to





PACIENTES 458 AC

ACTUALMENTE HOSPITALIZADOS Aumento de +29

PACIENTES EN VENTILADORES

Aumento de +4

Receive \$50 in grants for your small business.

Visit EPBusinessStrong.org for more information and links to apply. Apply in English or Spanish. The grants do not need to be repaid and are not loans.

Businesses can apply for these grants even if they have received other financial assistance such as Paycheck Protection Program (PPP) Loans or Economic Injury Disaster Loans (EIDL).

People	Project	LiftFund
Fund	VIDA	Dream it, fund it
For independent contractors	Microenterprise Businesses,	Small Businesses,
and sole proprietors	1 to 4 Employees	5 to 30 Employees
If you demonstrate a 15% loss	If you demonstrate a 15% loss	If you demonstrate a 15% los
due to COVID-19 since March	due to COVID-19 since March	due to COVID-19 since Marol
2020, you may be eligible for	2020, you may be eligible for	2020, you may be eligible for
grants up to \$25,000.	grants up to \$25,000.	grants up to \$50,000.
Maximum revenue limit:	Maximum revenue limit:	Maximum revenue limit:
\$3.000,000	\$3,000,000	\$3,000.000
(469) 676-8251	(915) 533-7057	1 (800) 494-4973

*These non-profits are utilizing funding provided to the Dity of El Paso from the Doronavirus Ald, Bellet, and Economic Security Act, also known as the CARES Act.

Get tested

Feel sick? Free COVID-19 testing sites are available throughout El Paso.

COVID EPA Find a testing site near you at EPStrong.org

break, go get tested for COVID-19 and self-guarantine until you receive your negative result.

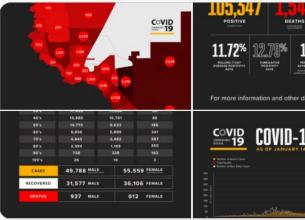
To find a testing site near you, visit EPStrong.org and click on the Testing and Treatment tab.



City of El Paso 🕗 @ElPasoTXGov · Jan 14

19 deaths, 548 new COVID-19 cases, and 85 delayed test resu 😰 are being reported today for a cumulative total of 105,347 cas deaths.

To date 67,683 residents have recovered from the virus and 35 remain active.





City of El Paso 🤣 @ElPasoTXGov · Jan 11 影

Feel sick? Stay home and go get tested! Free COVID-19 testing sites are available throughout El Paso. To find a testing site near you, visit the Testing page at EPStrong.org

City of El Paso Drive-Thru Sites



City of El Paso 📀 @ElPasoTXGov · Dec 29, 2020 The City of El Paso is waiting to receive additic

the State of Texas. Eligible residents can reserv online now!

Visit the Vaccination page at EPStrong.org or (you qualify.

알병 봤





City of El Paso 📀 @ElPasoTXGov · Nov 23, 2020

We honor and sincerely thank you for your compassion, hard work and commitment to El Paso.

Thank you

To all Public Health professionals for your unwavering dedication to the well-being of our community. We honor and sincerely thank you for your compassion, hard work and commitment to El Paso.





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gualifications. Learn more at facebook.com/events/81

City of El Paso 📀 @ElPasoTXGov · Jan 14 The City of El Paso has great news to share!

Due to the City's high efficiency in administering the vaccine and the community's eagerness to get the vaccine. the City of El Paso will be receiving an additional 5.000 Moderna vaccinations from the State.



Today, on Public Health Thank You Day, we thank all of our Public Health professionals for their unwavering dedication to the well-being of our community.

Reunión virtual de la vacuna contra el COVID-19

Martes, 22 de Diciembre | 6:30 PM

Únase en línea en: bit.ly/C19Vacuna o llame al (915) 213-4096, ID: 383 659 13#

Covid EPA Visita EPStrong.org

City of El Paso 🥑 @ElPasoTXGov · Jan 7

This year a flu vaccine is more important than ever. Protect you and your family by getting your free flu shot today!

Free drive-thru and walk-in flu vaccinations are available for everyone older than 6 months of age. For more information visit BePOWERflu.com



Drive-Thru Locations West Sider

Walk-In Locations

City of El Paso 🥝 @ElPasoTXGov · Dec 8, 2020

#TipOfTheWeek - If you traveled or gathered during the holiday break get a COVID-19 test and self-quarantine until you receive your negative result. If someone in your household tests positive, stay home except to medical care.



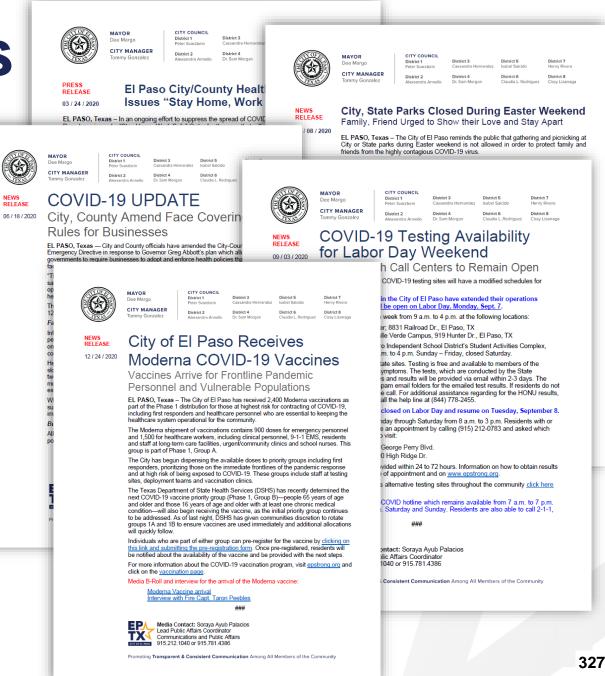


+300

Press Releases

+100

Press Conferences & Media Availabilities



E

NEWS



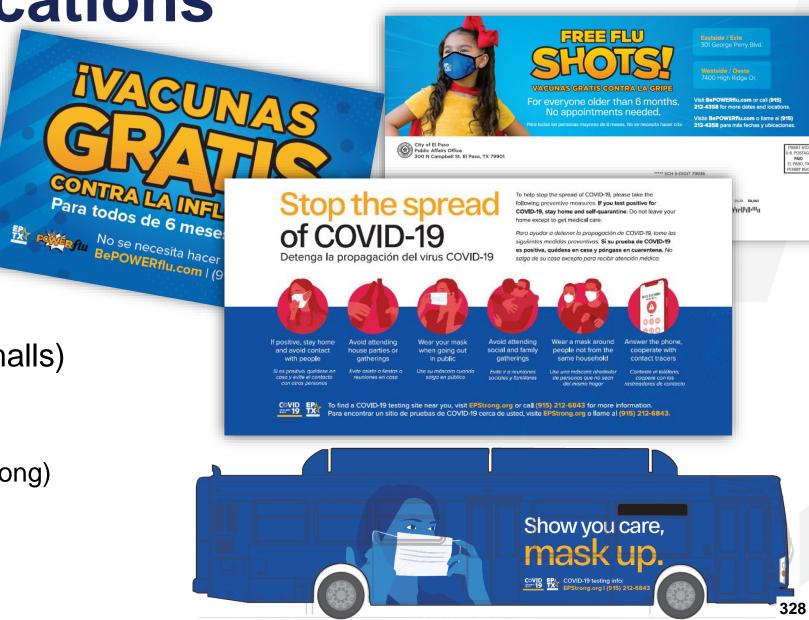
- Town Hall Meetings
- Newspaper Ads
- Radio Ads
- Billboards
- Online Ads
- Flyers
- Bus placards
- Storefront signage (malls)
- A-Frames
- Websites

(Be PowerFlu/El Paso Strong)

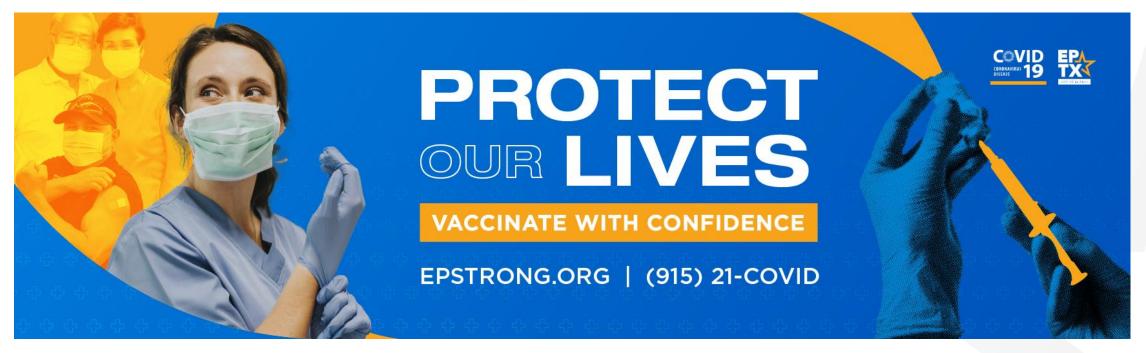
- Brochures
- Promotional items



66



Communications: Future Us



- Social media ads
- Dedicated website for COVID-19 Vaccine
- Video PSAs
- Media releases/availability
- Digital/Banner ads
- Radio ads (local and internet)

- Billboard ads
- TV ads
- Print ads
- Town Halls
- Develop community partnerships



7. Financial Focus

Robert Cortinas

Consolidated Appropriations Act of 2021

- No additional State or local aid included
- Transportation transit agencies, airlines and airport contractors, airports, state DOT's
- Rental Assistance first ever emergency federal rental assistance program to be distributed by state and local governments
- Vaccines, Testing and Tracing procurement and distribution of vaccines, testing, tracing and COVID mitigation programs



Federal Emergency Rental Assistance

- Can be used for past due and future rent, and utility or energy bills
- Submitted on January 7, 2021 required acceptance of award terms to the Treasury Dept.
- Payments will be made directly to States, U.S. Territories, <u>local governments</u> with more than 200,000 residents, the Department of Hawaiian Home Lands, and Indian tribes
- Details on exact payment amounts will be forthcoming (pending Treasury update)
- Treasury must disburse payments to grantees within 30 days of enactment of the Act (Act signed Dec. 27, 2020)
- Treasury Department will recapture any funds not obligated by grantees as of September 30, 2021 and reallocate/repay those amounts to grantees who, as of that time, have obligated at least 65 percent of their original grant



COVID-19 Public Health and Safety Response Local Funding Transition Plan

Description	Budget	Encumbered	Expenses	Remaining	
Logistics	\$0.30	-	-	0.30	
Isolation & Quarantine	0.18	0.03	0.01	0.14	
Compliance	0.35	-	-	0.35	
Education	0.25	-	-	0.25	
EOC & Response	0.06	-	-	0.06	
Lab Testing & Collection	2.00	0.63	0.06	1.31	
Epidemiology & Contact Tracing	1.63	0.20	0.05	1.38	
Preparedness & Immunizations	0.16	-	-	0.16	
Re-open El Paso – City Facilities	0.23	-	0.01	0.22	
Total	\$5.16M	\$0.86M	\$0.13M	\$4.17M	



8. Community Vulnerabilities + Human Services

Nicole Ferrini

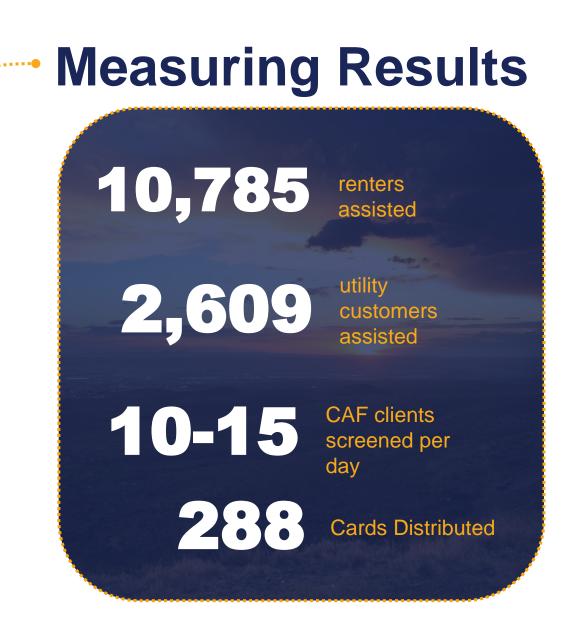
Community Vulnerabilities + Human Services

Our team is focused on supporting the most vulnerable El Pasoans as we navigate through the impacts of the COVID-19 crisis. This pandemic has exacerbated deep challenges that already existed in our community including housing affordability, utility cost burden, access to food and the individual financial stability of El Pasoans.

We are charged with equitably deploying relief programs and support to ensure **an inclusive and resilient recovery** that makes our community ultimately stronger and more prepared than ever before.







Rental Assistance

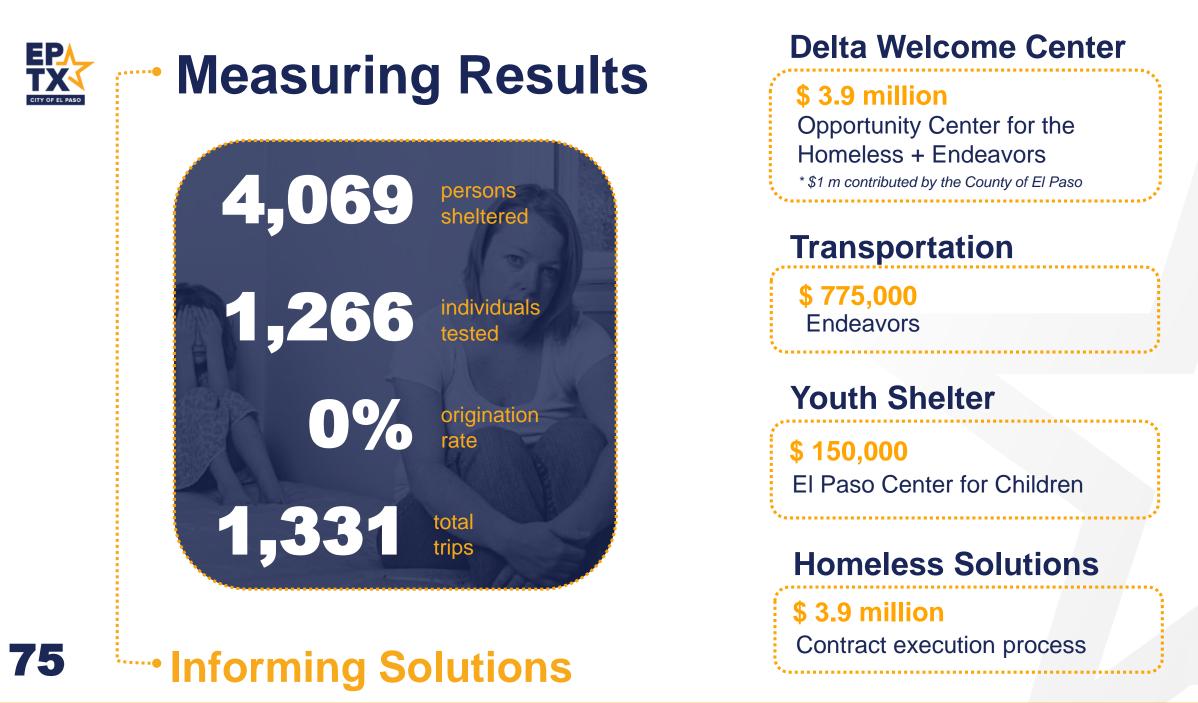
\$ 7.5 million Under One Roof Fund Project BRAVO, Inc.

Utility Assistance \$ 1 million Project Amistad El Paso Water

Community Assistance

\$ 750,000 El Paso Community Foundation / Project Bravo

74





76

Measuring Results

1.2 m persons provided food access

103 m Ibs of food distributed

267 displaced persons housed

2,102 persons served

Continuing Service

Rapid Rehousing

\$ 1.5 million

Opportunity Center for the Homeless Project Vida

Food Security

\$ 3.1 million El Pasoans Fighting Hunger

Abuse Prevention

\$ 205,894 CASFV CASA of El Paso El Paso Child Guidance Center

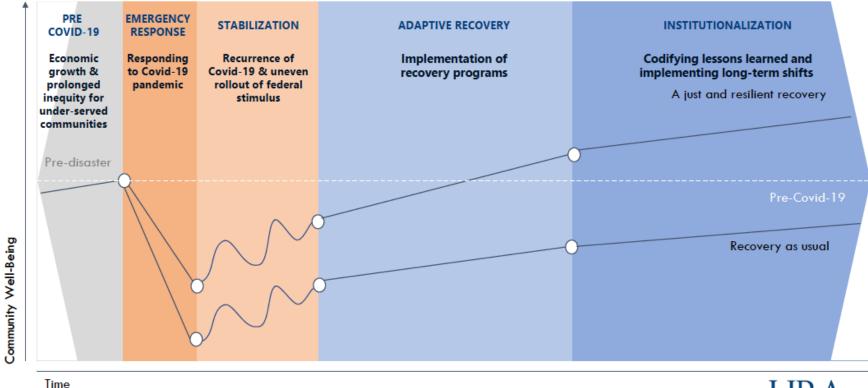
Childcare

\$ 1,851,072 YWCA Paso del Norte Region

An *Inclusive* + *Resilient* Recovery

An inclusive and resilient recovery is an ongoing process that requires our community to both understand our vulnerabilities and strengths prior to the crisis as well as targeting goals that better position us to respond to any future crisis. Currently, our community and the nation exist within the Stabilization Phase of the graphic below.

As we continue to adapt to changing conditions and implement recovery programs, the team remains focused on an upward trajectory that ultimately institutionalizes lessons learned and benefits the community far beyond the end of the current crisis.





Delta Haven + Welcome Center

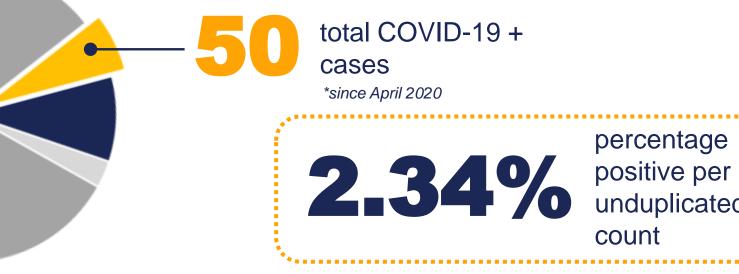
- Relieve Pressure on Local Emergency Shelters allowing for adherence to CDC guidelines
- Provide a Single Point of Entry for Homeless in our Community
- Coordinated Transportation for the Homeless



days in operation



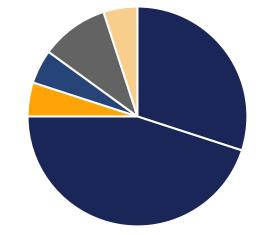
unduplicated entries since



percentage unduplicated count

Service Provider Community Survey





Delta Impact

75% of service providers surveyed indicated that the Delta Welcome Center / Haven has had a positive impact on the community

"There are several needs of individuals and families at risk of becoming homeless. These necessities include the lack of **Income, transportation, jobs, and education**. We have seen that many clients have lost work or have difficulty obtaining work due to the COVID-19 pandemic. This provides a ripple effect in other aspects such as **work childcare needs, education, lack of electronic equipment needed for school needs or job search**"

-Service Provider Survey Respondent

Additional Survey Takeaways

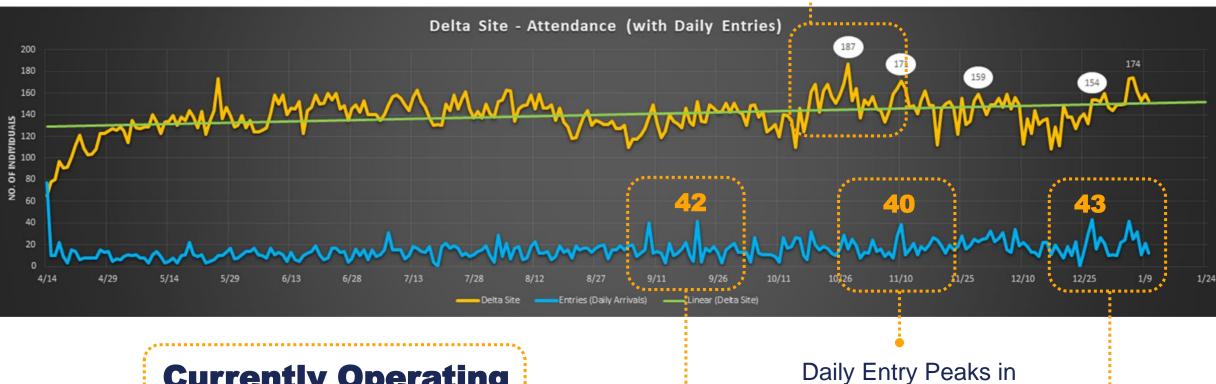
- The Welcome Center concept be enhanced by better addressing wrap around services, case management as well as long term economic stability of homeless populations
- A higher demand for homeless assistance programs for individuals and families is anticipated as the pandemic continues.



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Attendance Peak in Late October: 187

Sept, Nov. and Dec.



Currently Operating at Capacity: 73 %

Continuing to Meet the Need



Community Engagement

Responsiveness to Neighborhood Concerns

- increased patrol by sheriffs
- supplemental meal delivery by the county to provide for neighborhood residents
- door to door information distribution to the neighborhood
- direct communication line with shelter staff to report concerns
- street outreach teams assigned to respond to neighborhood calls

Moving Forward

- bi-weekly communication with the Neighborhood Associations
- continuing coordination with partners to support neighborhood needs





community meetings *hosted in a 4-month time frame

"The WDNA feels confident that because of our collective efforts, we have been proactive in working to 1. impact the hours for off duty sheriffs to patrol. 2. establishing a direct contact with Mr. John Martin to report any concerns or incidents separately from calling 911. The WDNA values the time and effort you have shown our concerns as a neighborhood as we adjust to situation arising from the Covid-19 pandemic."

Washington Delta Neighborhood
 Association, Established October 2020



Supporting Initiatives + Investment

Rapid Rehousing supports the placement of an individual or family currently experiencing homelessness in permanent housing inclusive of start up costs and necessities.

\$150K youth shelter

rapid rehousing

\$2.1 hotel shelter site

Youth experiencing homelessness require unique and specialized services and shelter. The El Paso Center for Children has been recognized for their ability to support these unique needs.

In partnership with the private and nonprofit sector, our team established an alternate non congregate facility to aid in releasing the pressure at the Delta Site. The Inspira Hotel can accommodate up to 80 individuals and/or families experiencing homelessness.



\$1.5 m



Moving Forward

Emergency Solutions Grant CV Phase II

investment in the most vulnerable

Goal: continue supporting emergency protective measures and invest in sustainable recovery-oriented solutions for homeless and at-risk populations.

Intent: to fund programs that facilitate the transition from the temporary Delta Welcome Center / Delta Haven and establish a permanent community crisis response program for homeless or atrisk of populations.





National Alliance to End Homelessness: The Framework for an Equitable COVID-19 Homelessness Response



9. Economic Recovery

Jessica Herrera, Miranda Diaz

346

Small Business Assistance Timeline



Economic Response + Recovery

City Funds			
Small Business Recovery Program	\$ 3,000,000		
Total	\$ 3,000,000		
\$24,750,000			
Total Economic Support			

Federal Funds	
Small Business Financial Assistance	\$ 17,334,000
Small Business Financial, Legal, Technical Assistance	\$400,000
Business Resource Clearinghouse	\$156,000
Business Safety Alteration Financial Assistance	\$1,990,000
Safety Product Access + Supply Chain	\$400,000
Contact Tracing + Work Safe Assistance + Training	\$100,000
Downtown Sanitation Program	\$113,000
Downtown Outdoor Dining	\$80,000
E-Commerce Platform Development + Technical Assistance	\$450,000
E-Commerce + Digital Platform Training	\$100,000
"Buy Local" Marketing Initiative	\$577,000
Childcare Assistance	\$50,000
Total	\$21,750,000

EP

CITY OF EL PASC

EPA TXX Sma	II Busines	s Grants		
Project VIDA	People Fund	LiftFund	EL PASO C H A M B E R	E L P A S O HISPANIC CHAMBER OF COMMERCE
Total Funding: \$1.5 Million	Total Funding: \$4 Million	Total Funding: \$10.5 Million	Total Funding: \$1.3 Million	Total Funding: \$500,000

- Over 1,400 financial grants
- Total of \$17.9 million





EPA TXX Economic Response + Recovery Partners





*Partnerships with the Economic and International Development Department 350



Business Name *	Business Owners Name *
	Full Name
Phone *	Email *
Address *	
Street Address	
Address Line 2	
City	State / Province / Region
ZIP / Postal Code	
Number of Employees	
Please enter a number greater than or equal to 0 .	
Anticipated Dollar Amount Needed *	

Preparing for the Future

- Over **900** businesses have joined the waitlist
- More than \$18 million in requested financial assistance



EPBUSINESSSTRONG.ORG

-

SEARCH

CITY OF EL PASO

English | Español 🕴 灯 🧿

EP/

EWSLETTER SIGNUP

Search here.. Q

Additional grant and loan funding is available. Click Here for application information

Local & State Health Orders	Safety	PPE	Testing	Financial Assistance	Resources



How to reduce the risk for my employees and customers

It's impossible to create an environment which is 100% safe. However, there are steps you can take to reduce the risk.



Where can I locate PPE?

Dozens of El Paso businesses are providing personal protective equipment (PPE) to their employees to help slow the spread of COVID-19. Sourcing it can be difficult. The Medical Center of the Americas is curating an up-to-date list of vendors providing PPE.

Best Practices & FAOs?

Business owners and operators continue to be faced with unanticipated questions and unfamiliar

terminology. This section contains information on

what these terms mean and provides answers to

many frequently asked questions.



What business owners need to know about COVID-19 testing

Employers can assist in preventing and slowing the spread of COVID-19 while re-opening and sustaining services during the ongoing COVID-19 response. A comprehensive business response plan to COVID-19 should be specific to your workplace, identify all work areas and tasks that may provide potential exposure to COVID-19, and include control measures to eliminate or reduce exposures to COVID-19. Your plan should routinely take into account the level of disease transmission within the community, and be revised as needed, including discussing any changes to your plan with your employees.

WE ARE EL PASO BUSINESS STRONG

What are you searching for?



EPBUSINESSSTRONG.ORG



HOW CAN I KEEP MY EMPLOYEES SAFE?



While it may be impossible to create an entirely safe environment during this pandemic, there are steps you can take now to reduce the risk for your employees. Consider taking the City of El Paso's **Pledge to Safety**. This is a self-monitored program in which businesses promise to provide appropriate personal protective equipment (PPE) to employees, offer training and check employees for symptoms. The CDC also offers an extensive resource for businesses and work places which you can find by clicking here.





Many of the protocols which will keep your employees safe can also help keep your customers safe. While customers are the lifeblood of your business, minimizing in-person interactions could be an important tool to reduce the risk. The CDC offers guidance on redesigning workstations and re-imagining customer interactions. That guidance can be found by clicking here.

Large Loan Program	Build Safe Grant Programs	Small Loan	Small Loan Programs		
EL PASO COMMUNITY FOUNDATION		People Fund	LiftFund		
Administered By: Administered by Borderplex Community Capital (EP Community Foundation) Loan Amounts: \$35K to \$125K Program Type: Zero Interest & Forgivable Loan Program Program Application Information: Large Loan Program: Click Here	Administered by B Paso Chamber & El Paso Hispanic Camber Demotion	Administered By: LiftFund & PeopleFund Loan Amounts: Up to SSOK Program Type: Zero Interest & Porgivable Lo Program Application I Lift Fund Loan Program: People Fund Loan Program:	nformation: k Here Cell 915/213.1537		
Commercial Assistance Grant Programs	Technology Solutions Grant Program	in.			
Administered By: El Paso Chamber & El Paso Hispanic Chamber Grant Amounts: Up to \$10.000	Administered By: Workforce Solutions Borderplex Crant Amounts: Based on Needs				
Program Type: Micrograms for Commercial Mortpage/Rental & Utility Assistance Program Application Information: El Paso Hispanic Chamber of Commerce Program: Call 913.050.4000 ** PLEASE APPLY TO ONE PROGRAM ONLY**	Based on needs Program Type: Technical Equipment Acquisition Assistance for Local Businesses Program Application Information To Schedule an Appointment: Click Hare				

Small Business Assistance



Small Business Education Task Force

- 15 temporary employees deployed into the business community to provide training on safe business practices and promote available assistance programs/Pledge to Safety
- Staff was trained by the Department of Public Health
- 1,276 visits conducted

Pledge to Safety

• 928 Business have taken the Pledge









Buy El Paso – Program Success

• Earned media received over 120,000 impressions.

• More than 58,000 users and 72,000 sessions on the Buy El Paso website.

Buy El Paso – Social Media Metrics

- 1503 likes of Facebook
 - Approximately 740,000 impressions
 - Over 160,000 video views
- 3424 total Instagram followers
 - Approximately 7,800 engaged users
 - Around 250,000 impressions
 - Over 2,100 website clicks





Buy El Paso Day: Saturday December 5, 2020

Visit BuyEP.org to learn why we say

When you Buy El PasoYou 🎔 El Paso + ON BUY EL PASO DAY +

you can show other shoppers just how committed you are to our community – for free!

Find a restaurant or retail business in the directory at BuyEP.org. (Don't worry, all of them have taken the City of El Paso's Pledge to Safety and many of them offer curbside pick-up or online ordering!)

+ MAKE A PURCHASE +

in any amount from one of those businesses, on **Buy El Paso Day, Saturday, December 5, 2020.**

While supplies last, you'll get a limited edition Buy El Paso mercado bag for free!

Quantities are limited. One mercodo bag per customer per business. Participating businesses must have signed the City of El Paso's Pledge to Safety on or before Weds, Nov. 25, 2020. BB8 Paso del Norte reserves the right to cancel or modify this promotion at any time.

(ercado Bag!



10. Operations Focus

Cary Westin

Human Resources - Staffing

- 3 Job Descriptions Created
 - Operations Assistant
 - Contract Tracers
 - Lead Operations Assistant

8 Recruitments

- ✤Paramedic
- Operations Assistant
- Contact Tracer
- ✤Office Assistant
- Stores Clerk
- ♣EMT

- 371 New Hires Processed
 & Onboarded
- 49 Staffing Agency employees Hired for COVID related assignments
- 200 City employee reassigned to COVID related projects



Workforce Initiatives

Created HR COVID-19 Project Team

Developed/Deployed

- Employee COVID Guidelines
- Policy development
- Virtual Trainings
- Automated onboarding & separation process
- Processed 487 Unemployment

Benefits

- Redesigned Annual Bloodwork event per social distancing guidelines
- Redesigned Annual Open Enrollment – virtual processing
- Implemented Virtual Group Fitness Classes, Wellness Education Sessions & Wellness Live Podcasts



Focused on five core areas for the improvement of City facility safety

- <u>Clean Air Technologies at City Facilities</u> Established a tool to sanitize air inside City facilities
- <u>Temperature Checking Stations</u> at all department entrances Established a process for all people entering City facilities to have their temperatures immediately checked
- <u>Safety Modifications in Department Work Areas</u> Assessed and made safety modifications in workspaces
- Personal Protective Equipment for COVID Established supply for departments to access and utilize necessary protective equipment and cleaning tools
- Fogging and Sanitizing Facilities Established a rotational facility fogging plan







- A system is now in place to improve air quality inside City facilities for employees and the public
- Staff completed a fast-track maintenance project to install the technology at 127 City facilities
- Process involved onsite assessments of the HVAC systems and installation of plasma air and ultra-violet technology systems
- Systems allow for the air conditioning and heating systems to pass through a sanitizing process







Temperature Screening Stations

Temperature screening in place for Employees and the Public upon entry into a City facility

- 20 Security magnetometer/temperature check stations for controlled facility entrances utilizing security guards
- 160 Self Check stations disseminated to City departments
- Smaller "self-check" stations where feasible









Physical and safety modifications were made to over 100 City facilities

- Common improvements: installations of plexiglass at reception areas, floor and wall signage • identifying separation requirements for social distancing and spacing at common areas
- Installed additional 750 hand sanitizing stations Citywide and provided 500 spray bottles • to public works and public safety employees for use in work vehicles





Personal Protective Equipment

The City has a six-month supply of the primary Personal Protective Equipment need for employees

- Since the beginning of the pandemic the COVID Task Force has been purchasing PPE and sanitizing items to help project employees presently working in offices and the field and to prepare for immediate future needs
- Common types of PPE include face masks, gloves, hand sanitizer products, disinfectant cleaning products, hand soap products, coveralls, spray bottles, and sanitary paper products
- Departments can order PPE from these inventories through the "Facility Service Request" link on My El Paso.gov

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Fogging and Sanitizing of Facilities

- The City utilizes "fogging teams" to clean facilities daily
- Early in the pandemic two (3 person) fogging teams were established to fog at facilities that remain in daily use
- Facilities are on a cycle and the team also performs fogging on requests or when notified of a
 positive in a City workspace
- Contracted janitorial services were modified to focus on cleaning and sanitizing of commonly touched items like door handles, handrails, switches, etc.



Mission

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



Integrity, Respect, Excellence, Accountability, People

Vision

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



Thank you!



Legislation Text

File #: 21-83, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

City Manager's Office, Nicole K. Cote (915) 212-1092

PUBLIC HEARING DATE: Click or tap to enter a date.

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

<u>SUBGOAL</u>: Choose an item.

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.

Budget Update - 1st Quarter Financial Report.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Budget Update

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

Department Head:

File #: 21-83, Version: 1

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: City Manager's Office

AGENDA DATE: January 19, 2021

CONTACT PERSON NAME / PHONE NUMBER: Nicole K. Cote (915)-212-1092

DISTRICT(S) AFFECTED: All

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

SUBJECT: Budget Update - 1st Quarter Financial Report

BACKGROUND / DISCUSSION:

Presentation on the 1st Quarter Financial Report.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

DEPARTMENT HEAD:

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

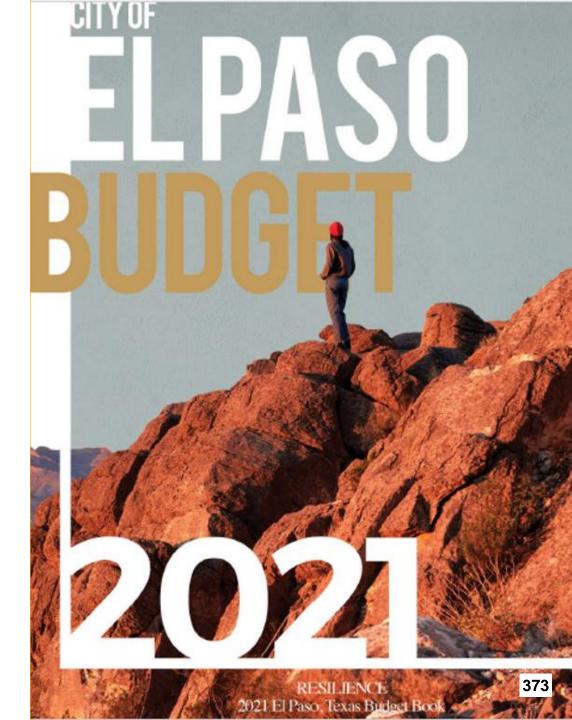


Budget Update

January 19, 2021

What We Will Cover

- Budget Process
- FY 2021 Recap
- FY 2021 1st Quarter Update



Integrated Budget Process



- Year-round systematic process provides:
 - Constant budget and management updates
 - Increased engagement
 - Incorporates short and long-term outlook
 - Highlights alignment to strategic plan and focus on priorities



FY 2021 Budget Recap



- Maintain solid financial position
 - Proactive budget adjustments and use of tools/resources
- Protect taxpayers
 - No increase to tax rate
- Workforce focus
 - Additional pay, no increase to healthcare, increased wellness offerings



FY 2021 Budget Recap



- COVID-19: Limited data and uncertainty creates challenges
- Protect residents and businesses by maintaining same tax rate
- Focused on the basics (police, fire, health, workforce)
- Unfunded all vacant non-essential positions
- Deferred residential street and public safety capital projects
- Delayed opening of new amenities
- Deferred completion of capital projects (no debt issuance)
- Utilized CARES Act Federal funding



General Fund Revenues 1st Quarter (Sep – Nov)

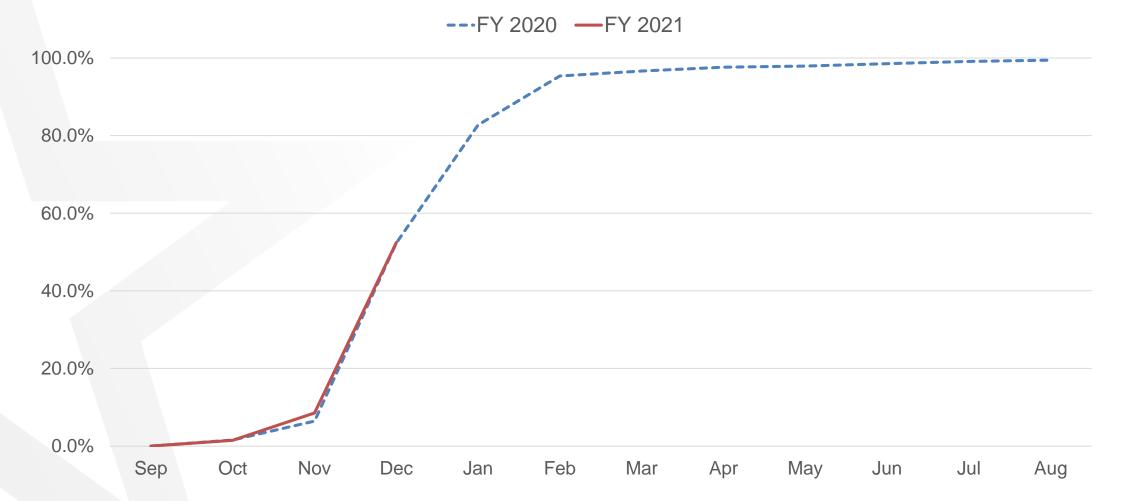


Category	FY 2021 Budget	FY 2021 Actuals	FY 2020 Actuals	FY 2021 % Collected	FY 2020 % Collected
Property Taxes	226,894,834	15,795,787	11,805,823	7.0%	5.5%
Sales Taxes	82,572,139	25,409,893	24,673,958	30.8%	24.8%
Franchise Fees	45,465,495	13,634,308	16,009,865	30.0%	31.8%
Charges For Services	32,267,367	6,169,358	5,880,788	19.1%	21.8%
Other Sources (Uses)	36,155,201	15,618,460	5,384,647	43.2%	13.6%
Licenses And Permits	10,640,778	2,942,582	3,498,990	27.7%	25.8%
Fines And Forfeitures	4,950,740	1,345,922	2,001,413	27.2%	29.6%
Rents And Other	1,954,438	264,528	1,251,567	13.5%	58.5%
Intergovernmental	984,329	31,430	0	3.2%	0.0%
Interest	100,000	20,102	0	20.1%	0.0%
Total Revenues	\$441,985,321	\$81,232,369	\$70,507,051	18.4%	15.0%



Property Tax Collections - % Collected 1st Quarter (Sep – Dec)



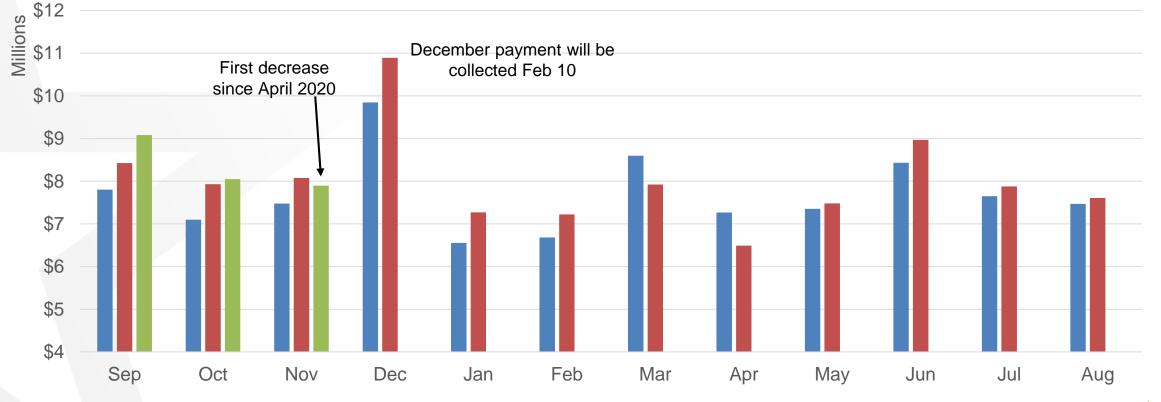


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Sales Tax – Current Period Collections 1st Quarter (Sep – Nov)



■ FY 2019 ■ FY 2020 ■ FY 2021





General Fund Expenses 1st Quarter (Sep – Nov)



Stratagia Caal	FY 2021	FY 2021	FY 2020	FY 2021	FY 2020 % Expensed	
Strategic Goal	Budget	Actuals	Actuals	% Expensed		
Economic Development	1,826,045	302,283	329,137	16.6%	19.4%	
Public Safety	277,071,145	58,982,889	60,196,710	21.3%	23.0%	
Visual Image	7,343,043	1,579,573	1,660,788	21.5%	23.4%	
Quality of Life	42,734,506	7,182,703	10,154,707	16.8%	23.4%	
Communication	18,953,219	6,065,449	6,131,970	32.0%	32.1%	
Sound Governance	44,768,429	14,284,695	10,003,461	31.9%	20.9%	
Infrastructure	41,792,085	7,981,508	8,533,310	19.1%	17.8%	
Healthy Community	7,496,849	1,040,324	1,517,315	13.9%	22.4%	
Total Expenditures	\$441,985,321	\$97,419,424	\$98,527,398	22.0%	22.6%	

1. Public health and safety - eligible salaries were charged to Federal funding

2. Quality of Life decrease due to current closure of facilities and unfunding of vacancies

3. Sound Governance increase due to one-time lump sum payments and transfer to budget stabilization fund



Non-General Fund Revenue 1st Quarter (Sep – Nov)



	FY 2021	FY 2021	FY 2020	FY 2021	FY 2020	
	Budget	Actuals	Actuals	% Expensed	% Expensed	
Hotel Occupancy Tax	8,435,000	1,127,235	843,300	13.4%	14.5%	
Airport Operations	34,622,527	8,168,656	10,512,127	23.6%	25.4%	
Enviromental Services	67,870,696	12,198,043	12,183,831	18.0%	16.8%	
Sun Metro General Operations	56,541,688	13,254,397	14,016,735	23.4%	24.1%	
International Bridges Operations	15,015,015	4,225,523	5,294,098	28.1%	29.8%	
Motor Vehicle Rental Tax	2,700,000	194,163	491,866	7.2%	16.1%	
Animal Services	8,859,029	1,931,581	1,978,559	21.8%	24.8%	
Zoo Operations	2,261,246	1,519	456,369	0.1%	26.0%	
Total	\$196,305,201	\$41,101,118	\$45,776,885	20.9%	22.0%	

- 1. Airport awarded \$15.4 million from CAREs Act
- 2. Sun Metro awarded \$40.8 million from CAREs Act
- 3. Motor Vehicle Rental Tax special revenue fund that is restricted for Sun Bowl game



El Paso International Airport



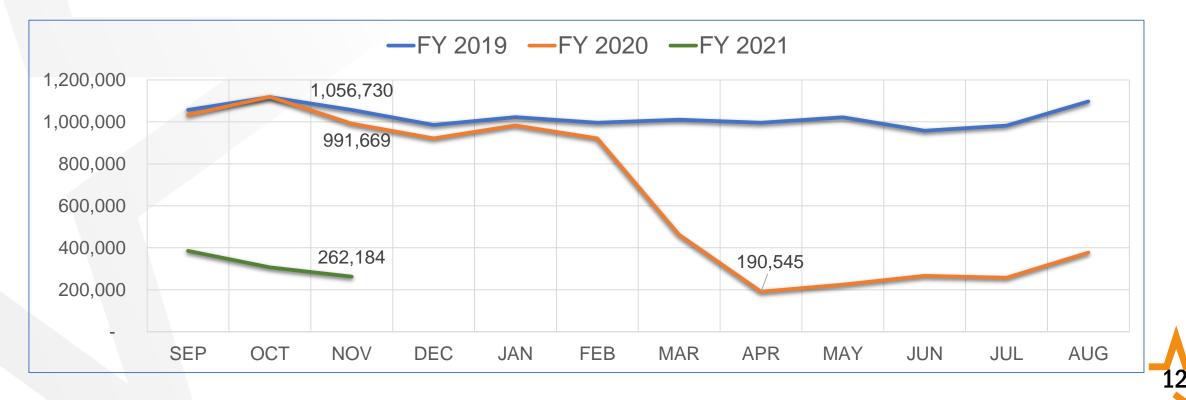
- Enplanements through November down (59.3%) compared to the same period last year
- Preliminary information indicates a drop of (61.7%) in November compared to last year



Mass Transit



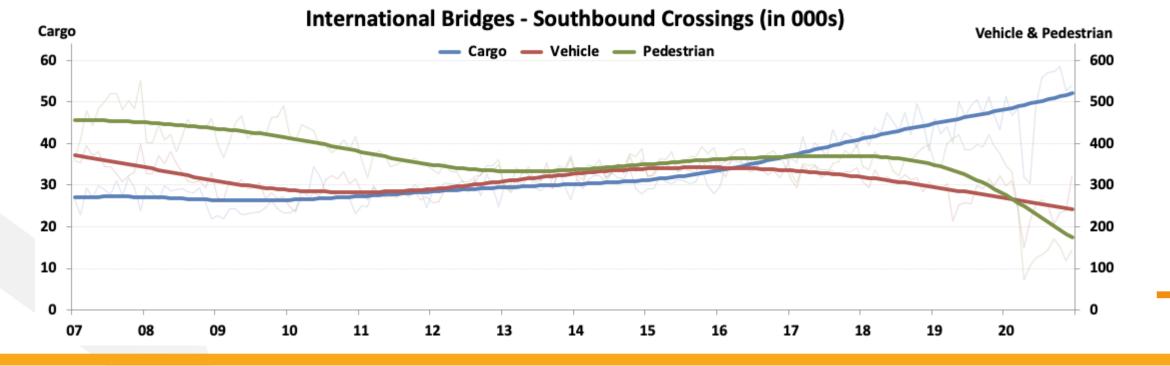
- Ridership through November is down (69.6%) compared to the same period last year
- November ridership shows a decline of (73.6%) compared to last year



International Bridges

- Southbound Traffic
 - Pedestrian
 - (59.1%) decline through October
 - (63.7%) decline in October over last year
 - Vehicle
 - (43.3%) decline through October
 - (41.5%) decline in October over last year

- Southbound Traffic
 - Cargo
 - 5.8% increase through October
 - 2.9% increase in October over last year



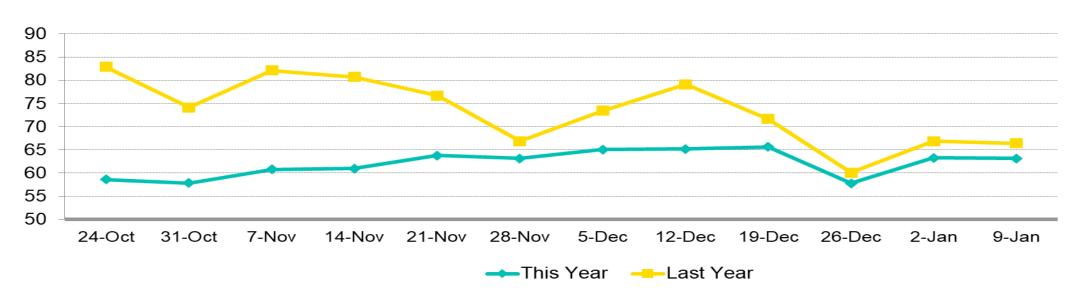


Hotel Occupancy

January 3, 2021 – January 9, 2021

- 63.1% avg weekly occupancy remained relatively flat, a .31% decrease from week prior (63.3%).
- This week's occupancy is only 5% lower than the same period one year ago despite an 7.1% increase in supply.
- Revenue at \$3.151M is up from \$3.170M the week prior a .58% decrease this week from last.

Source: SmithTravel, January 13, 2021



Weekly Occ (%) - Oct 24, 2020 to Jan 09, 2021



VISION

MISSION

Deliver exceptional services to support a high quality of life and place for our community Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Integrity, Respect, Excellence, Accountability, People



Date Completed	Fund	Amount	Project	BT #	Justification	Funding Source
9/16/2020	4741 4743 4950	\$0	PCP17TRAN5	2021-0010	Re classify the budget to the proper accounts for Bicycle Connectivity Phase 1 PCP17TRAN5, no overall change to project budget.	CO 2017 ISSUE CO ISSUE FY18 CAPITAL PROJECTS - TXDOT
9/17/2020	4950	\$5,195,251	PCP20TRAN06	2021-0019	Set up appropriation for Bicycle Infrastructure Citywide (PCP20TRAN06). TXDOT portion of project.	CAPITAL PROJECTS - TXDOT
9/18/2020	4800	\$12,513 (\$12,513)	PCPBALANCE PCP13PRKA33	2021-0024	Transfer appropriation to PCPBALANCE from project savings from Jan Sumrall Playground (Project Complete)	2012 QUALITY OF LIFE
9/18/2020	4800	\$18,563 \$28,873 \$77,360 \$110,503 \$140,392 \$150,765 \$1,017,289	PCP21LIBA02I PCP21LIBA04I PCP21LIBA03I PCP21LIBA06I PCP21LIBA01I PCP21LIBA05I PCP21PRK01I	2021-0029	Set up appropriation for facility repairs at Libraries (Dorris Van Doren, Jose Cisneros, Armijo, Clardy Fox Westside, Esperanza Moreno & Main) & Leo Canellare Pool System Improvement. CC 08/11/20	2012 QUALITY OF LIFE
9/18/2020	4530	\$530,000 (\$530,000)	PCPBALANCE PCP09ST0020	2021-0030	Transfer appropriation to PCPBALANCE from project savings from Alameda RTS (Project Complete)	CO 2011 ISSUE
9/25/2020	4510 4530	(\$300,000) \$300,000	PCPBALANCE PIF20MF010	2021-0033	Transfer appropriation from PCPBALANCE to PIF20MF010 (City 1 Facility HVAC)	CO 2010 ISSUE CO 2011 ISSUE
9/25/2020	4950 4510 4740 4743	\$0	PCP15TRAN03	2021-0056	To adjust budget for Street Median project - PCP15TRAN03 to be able to process JE with new accounts and balances, no overall change to project budget.	CAPITAL PROJECTS - TXDOT CO 2010 ISSUE 2013 STREET INFRASTRUCTURE CO ISSUE FY18
10/7/2020	4560	<mark>(\$50,096)</mark> \$50,096	PCPBALANCE PCP16MF010	2021-0067	Transfer from PCPBALANCE for FFE (Furniture) San Jacinto Visitiors Center/Restrooms.	FY12-13 CO'S CIP PLAN
10/8/2020	4950	\$1,224,024	PCP18TRAN01	2021-0041	Set up appropriation for Bicycle Conn II for the fund 4950 TXDOT portion - LPAFA Agreement.	CAPITAL PROJECTS - TXDOT
10/8/2020	4740	(\$20,246) \$18,343 \$1,903	PCPBALANCE PCP13ST003Y3C PCP13ST003Y3G	2021-0042	Transer funds from PCPBALANCE to Flower St and to Alicia St for Contract Increase via CO #22.	2013 STREET INFRASTRUCTURE
10/8/2020	4530	<mark>(\$521,531)</mark> \$521,531	PCPBALANCE PCP20TRAN06	2021-0065	Transfer appropriation from PCPBALANCE to Bicycle Infrastructure City wide Project (PCP20TRAN06) - LPAFA Agreement.	CO 2011 ISSUE
10/8/2020	4743 4741 4950	\$0	PCP17TRAN4	2021-0080	To reclassify the expenses to the appropriate accounts for Chamizal Phase I - PCP17TRAN4, no overall change to project budget.	CO ISSUE FY18 CO 2017 ISSUE CAPITAL PROJECTS - TXDOT

Date Completed	Fund	Amount	Project	BT #	Justification	Funding Source
10/15/2020	4510 4950 4743 4740	\$0	PCP10TRAN60	2021-0091	To add account numbers to process journal entry to adjust expenses to the correct account, no overall change to project budget.	CO 2010 ISSUE CAPITAL PROJECTS - TXDOT CO ISSUE FY18 2013 STREET INFRASTRUCTURE
10/15/2020	4970	\$55,795 \$65,880	PCP18TRAN05 PCP18TRAN06	2021-0094	To setup water/sewer for Yarbrough Bridget Replacement and Alabama Bridge Recon PSB portion.	OTHER OUTSIDE SOURCES
10/15/2020	4800	<mark>(\$5,746)</mark> \$5,746	PCP20NIPD3A PCP20NIPD3B	2021-0096	Transfer appropriation within program NIP from Balsan Siidewal Gap to Aztec Mescalero Traffic Circle (Same District)	2012 QUALITY OF LIFE
10/20/2020	4800	(\$100,317) \$100,317	PCP13PRKC05 PCPBALANCE	2021-0046	Transfer project savings from Pavo Real Pool project to PCPBALANCE.	2012 QUALITY OF LIFE
10/20/2020	4740	(\$25,972) \$25,972	PCPBALANCE PCP18ST005	2021-0051	Set up appropriation from PCPBALANCE to Edgemere Linear Park (PCP18ST005) to cover Change Order.	2013 STREET INFRASTRUCTURE
10/20/2020	4970	\$62,360	PCP18TRAN03	2021-0057	Set up appropriation for PSB (Water System Improvements) for PCP18TRAN03 (Davis Bridge Reconstruction)	OTHER OUTSIDE SOURCES
10/20/2020	4510 4710 4741	\$0	PCP17TRAN01	2021-0063	To adjust for correct account allocation to process the JE for University project - PCP17TRAN01, no overall change to project budget.	CO 2010 ISSUE CO 2009 ISSUE CO 2017 ISSUE
10/22/2020	4740	(\$258,328) \$129.164 \$129,164	PCPBALANCE PCP13ST003Y3C PCP13ST003Y3G	2021-0103	Transfer from PCPBALANCE to complete the Flower St and Alicia St project (South Central).	2013 STREET INFRASTRUCTURE
10/22/2020	4530	(\$240,000) \$240,000	PCP09ST0020 PCPBALANCE	2021-0107	Transfer project savings from Alameda RTS to PCPBALANCE.	CO 2011 ISSUE
10/22/2020	4746	\$0	PCP11MT050B	2021-0108	To setup the correct PO expense accounts for Montana RTS - Airport - PCP11MT050B, no overall change to project budget.	2020 CAPITAL FUNDING PLAN
10/22/2020	4740	\$0	PCP19ST015	2021-0112	To transfer funds from capital accounts to expenditures to cover replacement of tress in Montoya Heights Area, no overall change to project budget.	2013 STREET INFRASTRUCTURE
10/28/2020	4800	(\$260,000) (\$300,000) \$560,000	PCP13ZOOA07 PCP13ZOOD11 PCPBALANCE	2021-0122	Transfer project savings from Penguins Exhibit and Support Element Zoo Wide into PCPBALANCE.	2012 QUALITY OF LIFE
10/28/2020	4800	\$0	PCP13ZOOA06	2021-0126	To move funds into various expense accounts for Galapagos Exhibit project, no overall change to project budget.	2012 QUALITY OF LIFE

Date Completed	Fund	Amount	Project	BT #	Justification	Funding Source
10/28/2020	4800	\$0	PCP13ZOOD01	2021-0127	To move funds into various expense accounts for the Africa Bird Holding project, no overall change to project budget.	2012 QUALITY OF LIFE
10/28/2020	4530 4950	\$0	PCP11MT040	2021-0143	To balance accounts for Dyer RTS, no overall change to project budget.	CO 2011 ISSUE CAPITAL PROJECTS - TXDOT
11/5/2020	4950 4530	\$1,637,449 (\$234,606)	PCP21TRAN01 PCPBALANCE	2021-0161	Set up appropriation for the City portion for the Playa Drain Shared Path and TXDOT Portion.	CAPITAL PROJECTS - TXDOT CO 2011 ISSUE
11/5/2020	4510 4741 4950	\$0	PCP15TRAN04	2021-0167	To reclassify expenses for Edgemere Richbeem, no overall change to project budget.	CO 2010 ISSUE CO 2017 ISSUE CAPITAL PROJECTS - TXDOT
11/9/2020	4800	\$0	PCP13PRKC01	2021-0175	Reclassify appropriation to the proper accounts for Chapoteo Water Park, no overall change to project budget.	2012 QUALITY OF LIFE
11/16/2020	4510	(\$2,518) \$2,518	PCP19TRAN03 PCPBALANCE	2021-0191	To move funds from CBD 4 - PCP19TRAN03 to PCPBALANCE.	CO 2010 ISSUE
11/16/2020	4510 4743 4950	\$0	PCP10TRAN60	2021-0193	To cleanup the budget for Dyer Pedestrian Enhancements, no overall change to project budget.	CO 2010 ISSUE CO ISSUE FY18 CAPITAL PROJECTS - TXDOT
11/17/2020	4530 4746 4950	\$0	PCP11MT050	2021-0163	To reclassify expenses for Montana RTS, no overall change to project budget.	CO 2011 ISSUE 2020 CAPITAL FUNDING PLAN CAPITAL PROJECTS - TXDOT
11/17/2020	4800	\$10,013 \$22,041 (\$10,013) (\$22,041)	PCP20NIPD1B PCP20NIPD2B PCP20NIPD1C PCP20NIPD2A	2021-0164	Transfer appropriation within NIP program to complete other projects. NIP Round #4.	2012 QUALITY OF LIFE
11/17/2020	4746	(\$1,442,414) \$834,933 \$93,764 \$73,767 \$73,370 \$46,058 \$19,115 \$301,407	PCP20MPOMATCH PCP17TRAN5 PCP20TRAN01 PCP20TRAN03 PCP20TRAN02 PCP17TRAN4 PCP20TRAN04 PCP11MT050	2021-0204	To move from MPO Match (master project) to the assigned MPO projects as approved.	2020 CAPITAL FUNDING PLAN
11/17/2020	4530	\$0	PCP11MT040	2021-0206	To reclassify budget to FTA expenses for Dyer RTS, no overall change to project budget.	CO 2011 ISSUE
11/18/2020	4741 4743 4950	\$0	PCP17TRAN5	2021-0215	To move between accounts to match new budget summary for project Bicycle Connectivity Phase, no overall change to project budget.	CO 2017 ISSUE CO ISSUE FY18 CAPITAL PROJECTS - TXDOT

Date Completed	Fund	Amount	Project	BT #	Justification	Funding Source
11/18/2020	4710 4950 4690 4743	\$0	PCP19TRAN03	2021-0230	To reclassify expenses between accounts for CBD4, no overall change to project budget.	CO 2009 ISSUE CAPITAL PROJECTS - TXDOT CO 2006 ISSUE CO ISSUE FY18
11/19/2020	4743	(\$8,777,437) \$8,777,437	PCP18ST011 G20COVIDTR	2021-0231	Transfer appropriation from Railroad Recon project to cover Covid 19 Facilities approved by City Council 11/09/20.	CO ISSUE FY18
11/19/2020	4743 4950	\$0	PCP18TRAN01	2021-0234	To adjust balances to the budget summary for Bicycle Connectivity Phase II, no overall change to project budget.	CO ISSUE FY18 CAPITAL PROJECTS - TXDOT
11/19/2020	4510 4740	\$0	PCP15TRAN03	2021-0237	To balance Street Median accounts, no overall change to project budget.	CO 2010 ISSUE 2013 STREET INFRASTRUCTURE
11/19/2020	4510 4710 4950	\$0	PCP17TRAN01	2021-0238	To reclassify expenses to process time charges for University, no overall change to project budget.	CO 2010 ISSUE CO 2009 ISSUE CAPITAL PROJECTS - TXDOT
11/23/2020	4746	\$0	PCP20PLANDOCS	2021-0184	Reclassify budget account to the proper account for PCP20LANDOCS (City Wide Study), no overall change to project budget.	2020 CAPITAL FUNDING PLAN
11/23/2020	4743 4950	\$0	PCP18TRAN06	2021-0239	To reclassify expenses for Alabama Bridge, no overall change to project budget.	CO ISSUE FY18 CAPITAL PROJECTS - TXDOT
11/30/2020	4740 4745	\$0	PCP17ST011	2021-0200	Align budget for Viscount Blvd Landscaping and Lighting, no overall change to project budget.	2013 STREET INFRASTRUCTURE 2019 CAPITAL PLAN
11/30/2020	4950	(\$3,408,407) \$3,679,607	PCP06ST0090 PCP19TRAN03	2021-0233	To reclassify revenue from old CBD4 to new CBD4 - PCP19TRAN0 and to increase the appropriation to meet with the revised LPAFA for CBS4 - PCP19TRAN03.	CAPITAL PROJECTS - TXDOT
11/30/2020	4743 4950	\$0	PCP18TRAN02	2021-0240	To reclassify expenses for Chamizal Phase II, no overall change to project budget.	CO ISSUE FY18 CAPITAL PROJECTS - TXDOT
11/30/2020	4743 4950	\$0	PCP18TRAN03	2021-0247	To reclassify expenses for Davis Bridge, no overall change to project budget.	CO ISSUE FY18 CAPITAL PROJECTS - TXDOT
11/30/2020	4800	(\$23,157) \$23,157	PCP20NIPD1C PCP20NIPD1B	2021-0251	Transfer appropriation within NIP DISTRICT #1 from Rim Area Street Sings Project to Madeline Park. NIP Round #4.	2012 QUALITY OF LIFE



Legislation Text

File #: 21-41, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Police, Assistant Chief Z. Silva, (915) 212-4306

PUBLIC HEARING DATE: 1/19/2021

STRATEGIC GOAL:

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

<u>SUBGOAL</u>: Choose an item.

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.

Update on the Cite and Release as requested by the City Manager to provide quarterly reports to City Council regarding the cite and release program for the purposes of transparency and to provide data regarding citations being issued and when discretionary arrests are used in lieu of citation. Said reports must be submitted within 45 days after the end of the quarter for 24 months after the implementation of the program. The report should not include any information that would jeopardize any ongoing criminal investigation or prosecution, or include any sensitive, witness, or crime tip information. The report should include the following data for each instance:

- 1. The documented reason for the stop or arrest;
- 2. The reason for the discretionary use of arrest (including but not limited to: outstanding warrants, intoxicated individual, uncooperative Individual, not a resident of the County of El Paso, habitual offender);
- 3. The race and ethnicity of the person; and
- 4. The general location, such as the region or zip code of the incident

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

House Bill 2391 authorizes a peace officer charging a person with certain Class A or Class B misdemeanors to issue a citation with written notice of a later time and place to appear before the magistrate instead of taking the person immediately before the magistrate if that person resides in the county where the offense occurred ("cite and release")

PRIOR COUNCIL ACTION:

File #: 21-41, Version: 1

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

May 12th, 2020, Council signed a resolution authorizing the City Manager to "..direct and implement a cite and release program under Texas Code of Criminal Procedure Section 14.06[©] for Class A and B misdemeanor possession of marijuana violations. Said program is to be implemented no later than September 1, 2020."

AMOUNT AND SOURCE OF FUNDING:

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

N/A

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Police
AGENDA DATE:	January 19, 2021
CONTACT PERSON NAME AND PHONE NUMBER:	Assistant Chief Z. Silva 212-4306
DISTRICT(S) AFFECTED:	All
STRATEGIC GOAL:	NO. 2: Set the Standard for a Safe and Secure City
SUBGOAL:	N/A

SUBJECT:

Update on the Cite and Release as requested by the City Manager to provide quarterly reports to City Council regarding the cite and release program for the purposes of transparency and to provide data regarding citations being issued and when discretionary arrests are used in lieu of citation. Said reports must be submitted within 45 days after the end of the quarter for 24 months after the implementation of the program. The report should not include any information that would jeopardize any ongoing criminal investigation or prosecution, or include any sensitive, witness, or crime tip information. The report should include the following data for each instance:

- 1. The documented reason for the stop or arrest;
- 2. The reason for the discretionary use of arrest (including but not limited to: outstanding warrants, intoxicated individual, uncooperative Individual, not a resident of the County of El Paso, habitual offender);
- 3. The race and ethnicity of the person; and
- 4. The general location, such as the region or zip code of the incident

BACKGROUND / DISCUSSION:

House Bill 2391 authorizes a peace officer charging a person with certain Class A or Class B misdemeanors to issue a citation with written notice of a later time and place to appear before the magistrate instead of taking the person immediately before the magistrate if that person resides in the county where the offense occurred ("cite and release")

PRIOR COUNCIL ACTION:

May 12th, 2020, Council signed a resolution authorizing the City Manager to "...direct and implement a cite and release program under Texas Code of Criminal Procedure Section 14.06[°] for Class A and B misdemeanor possession of marijuana violations. Said program is to be implemented no later than September 1, 2020."

AMOUNT AND SOURCE OF FUNDING: N/A

DEPARTMENT HEAD:

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



Cite and Release Program

September 1 – November 30, 2020

GOAL 2 – SAFE AND SECURE CITY Assistant Chief Z. Silva







CITY CLERK DEPT '20 MAY 13 PM2:22

RESOLUTION

WHEREAS, in 2007, the 80th Texas Legislature passed House Bill 2391, which amended the Texas Code of Criminal Procedure Section 14.06 relating to the appearance of certain misdemeanor offenders before a magistrate; and

WHEREAS, House Bill 2391 authorizes a peace officer charging a person with certain Class A or Class B misdemeanors to issue a citation with written notice of a later time and place to appear before the magistrate instead of taking the person immediately before the magistrate if that person resides in the county where the offense occurred ("cite and release"); and

WHEREAS, House Bill 2391 enumerated certain misdemeanors to include Class A and Class B misdemeanor possession of marijuana; and

WHEREAS, arrests for misdemeanor possession of marijuana result in a significant drain on the police department, requiring countless man hours and tax dollars to arrest, transport, and book each alleged offender; and

WHEREAS, the City Council still seeks to further the goals of reducing jail population for non-violent offenders and reducing the time officers spend on jail processing procedures, a cite and release program for Class A and Class B misdemeanor possession of marijuana is in the best interest of the City of El Paso and its citizens.

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

SECTION 1. That the City Manager is directed to implement a cite and release program under Texas Code of Criminal Procedure Section 14.06(c) for Class A and B misdemeanor possession of marijuana violations. Said program is to be implemented no later than September 1, 2020.

SECTION 2. That the City Manager and Police Staff continue conversations with the El Paso District Attorney's Office, the El Paso Sheriff's Office, County Courts, and other stakeholders with respect to the implementation of the cite and release program and provide an update to City Council in July 2020.





RESOLUTION SIGNED ON 5/12/2020



SECTION 3. That the City Manager provide quarterly reports to City Council regarding the cite and release program for the purposes of transparency and to provide data regarding citations being issued and when discretionary arrests are used in lieu of citation. Said reports must be submitted within 45 days after the end of the quarter for 24 months after the implementation of the program. The report should not include any information that would jeopardize any ongoing criminal investigation or prosecution, or include any sensitive, witness, or crime tip information. The report should include the following data for each instance:

- 1. The documented reason for the stop or arrest;
- The reason for the discretionary use of arrest (including but not limited to: outstanding warrants, intoxicated individual, uncooperative individual, not a resident of the County of El Paso, habitual offender);
- 3. The race and ethnicity of the person; and
- 4. The general location, such as the region or zip code of the incident.

APPROVED this 12 th day of May , 2020.



THE CITY OF EL PASO:

Mayor

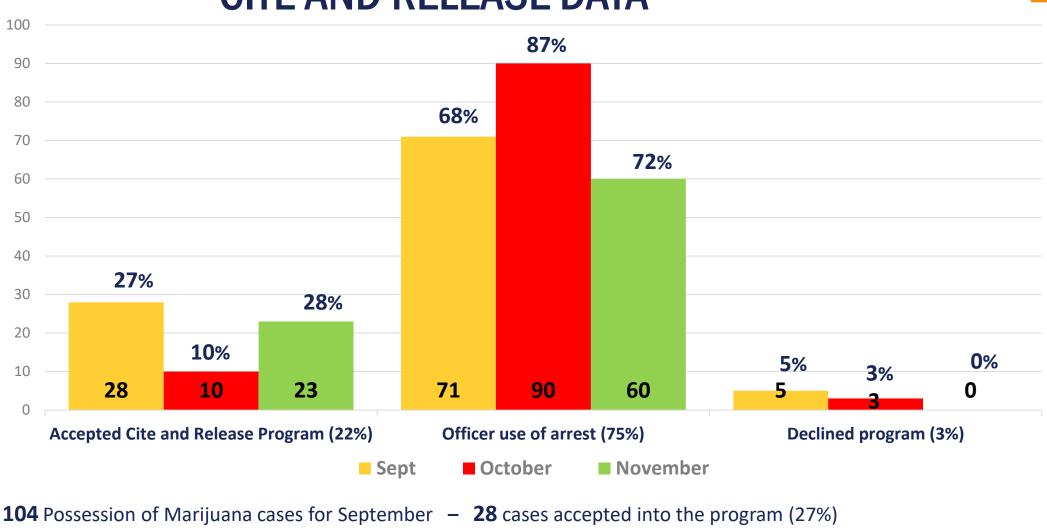




CITE AND RELEASE DATA

103 Possession of Marijuana cases for October

290 Possession of Marijuana cases Total

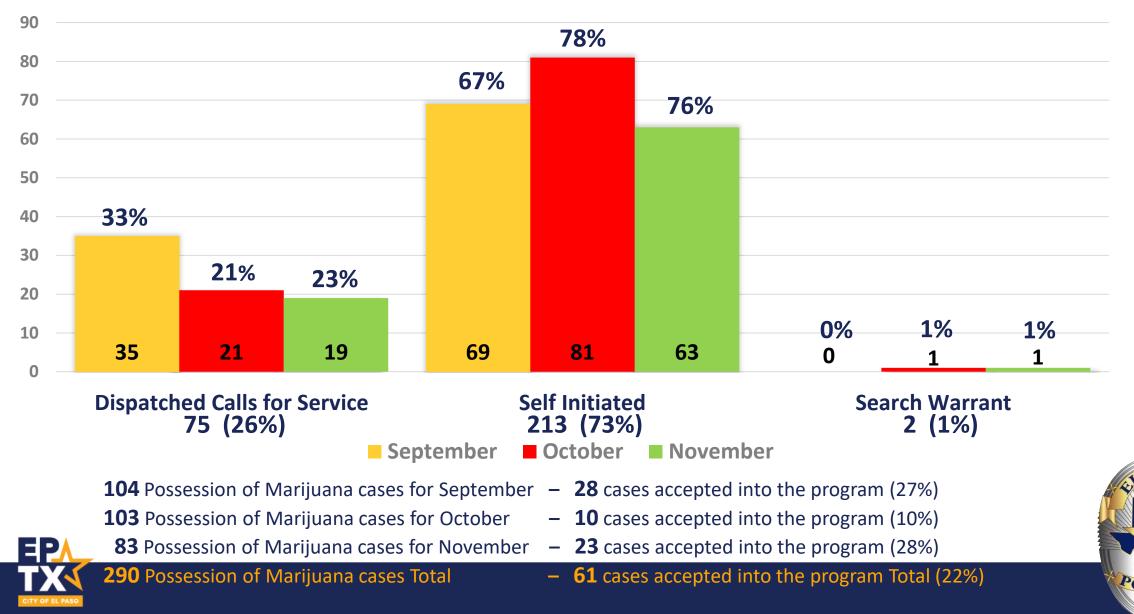


- 10 cases accepted into the program (10%)
- **83** Possession of Marijuana cases for November **23** cases accepted into the program (28%)
 - **61** cases accepted into the program Total (22%)

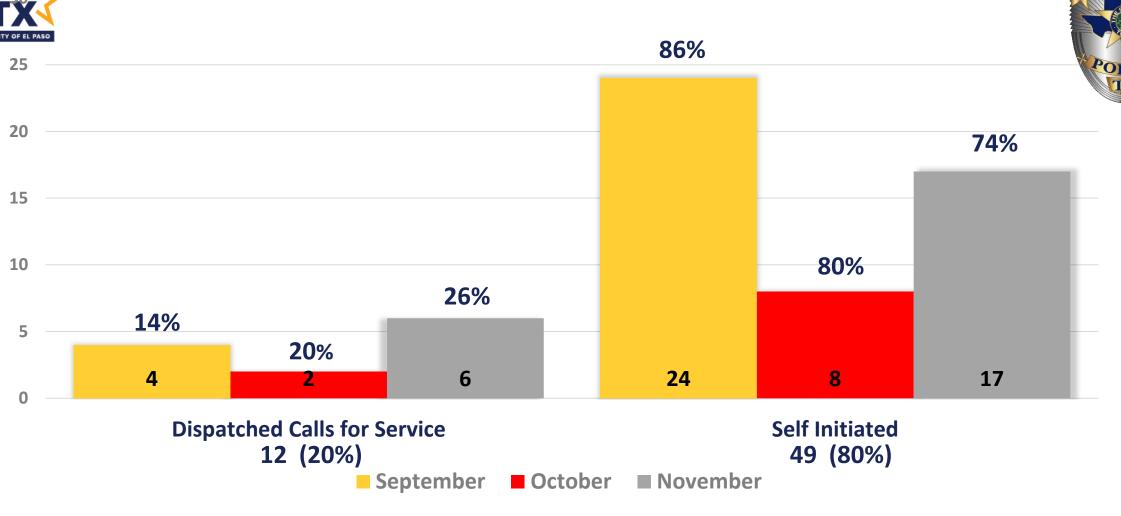
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THE DOCUMENTED REASON FOR THE STOP OR ARREST



THE DOCUMENTED REASON FOR THE STOP FOR ACCEPTED CASES



- **104** Possession of Marijuana cases for September **28** cases accepted into the program (27%) **103** Possession of Marijuana cases for October **83** Possession of Marijuana cases for November – **23** cases accepted into the program (28%) **290** Possession of Marijuana cases Total
- - **10** cases accepted into the program (10%)

 - **61** cases accepted into the program Total (21%)

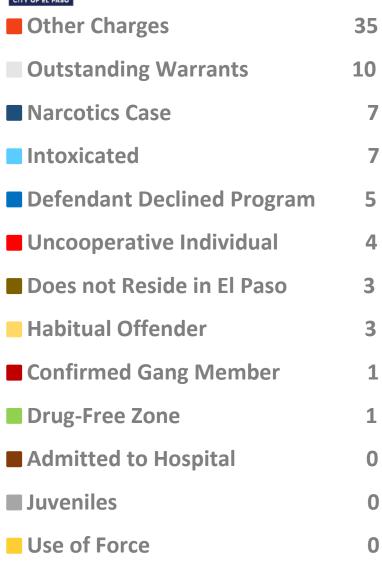


THE REASON FOR USE OF ARREST





September 2020



9% 5% 4% 1% 13% 1% 47% September **104** Possession of Marijuana cases 71 cases (68%) were declined due to officer use of arrest.

- **5 cases** (5%) defendant declined the program.
- 28 cases (27%) accepted



THE REASON FOR USE OF ARREST **ED**

7

3

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3

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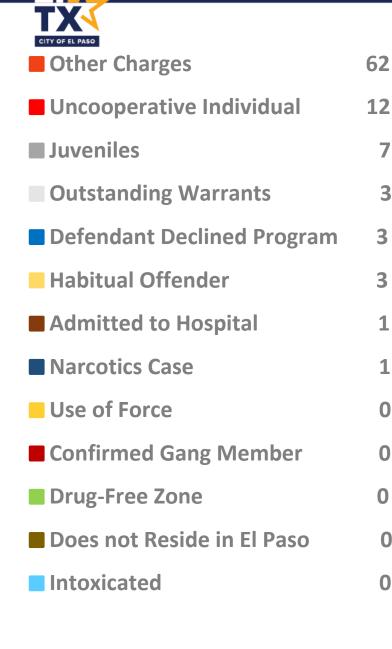
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October 2020 13% 9% 1% 1% 72%

October

103 Possession of Marijuana cases 90 cases (87%) were declined due to officer use of arrest. **3 cases** (3%) defendant declined the program. **10 cases** (10%) accepted





THE REASON FOR USE OF ARREST

47

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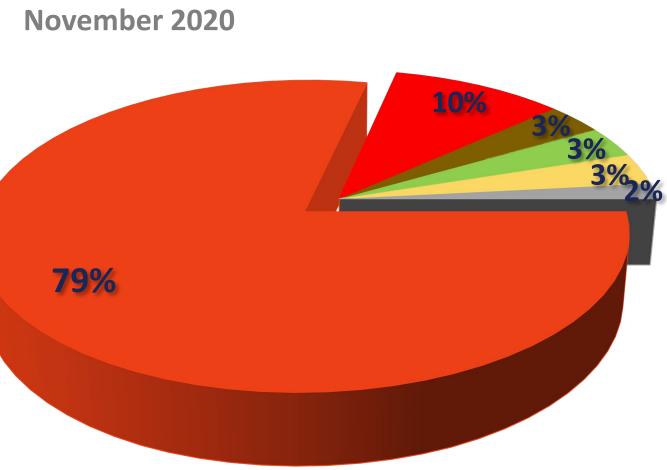
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- Other Charges Uncooperative Individual Does not Reside in El Paso Drug-Free Zone **Habitual Offender Juveniles** Outstanding Warrants Defendant Declined Program Use of Force Confirmed Gang Member Admitted to Hospital
 - Narcotics Case
 - Intoxicated



November

83 Possession of Marijuana cases
60 cases (72%) were declined due to officer use of arrest.
0 cases (0%) defendant declined the program.
23 cases (28%) accepted

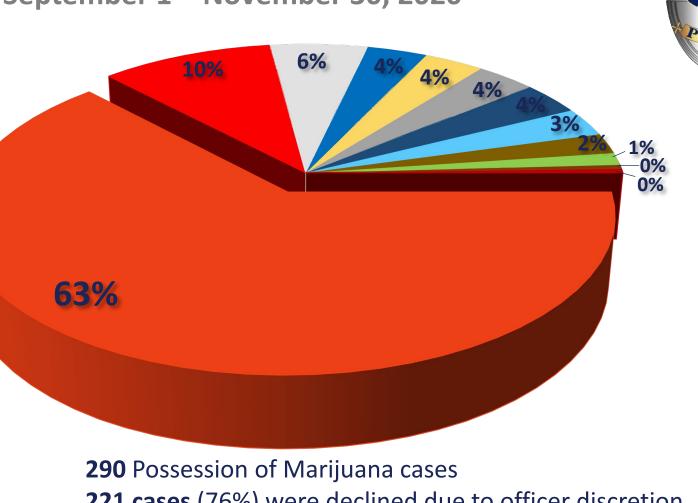


THE REASON FOR USE OF ARREST

September 1 – November 30, 2020



EP

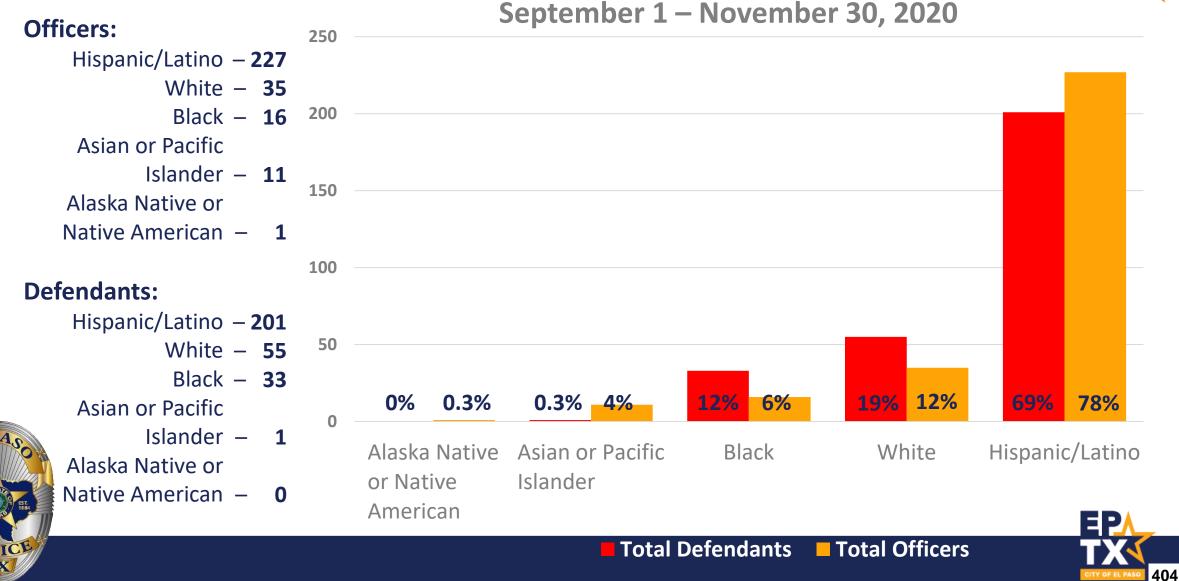


221 cases (76%) were declined due to officer discretion.
8 cases (2%) defendant declined the program.
61 cases (22%) accepted into program

THE RACE AND ETHNICITY OF THE PERSON

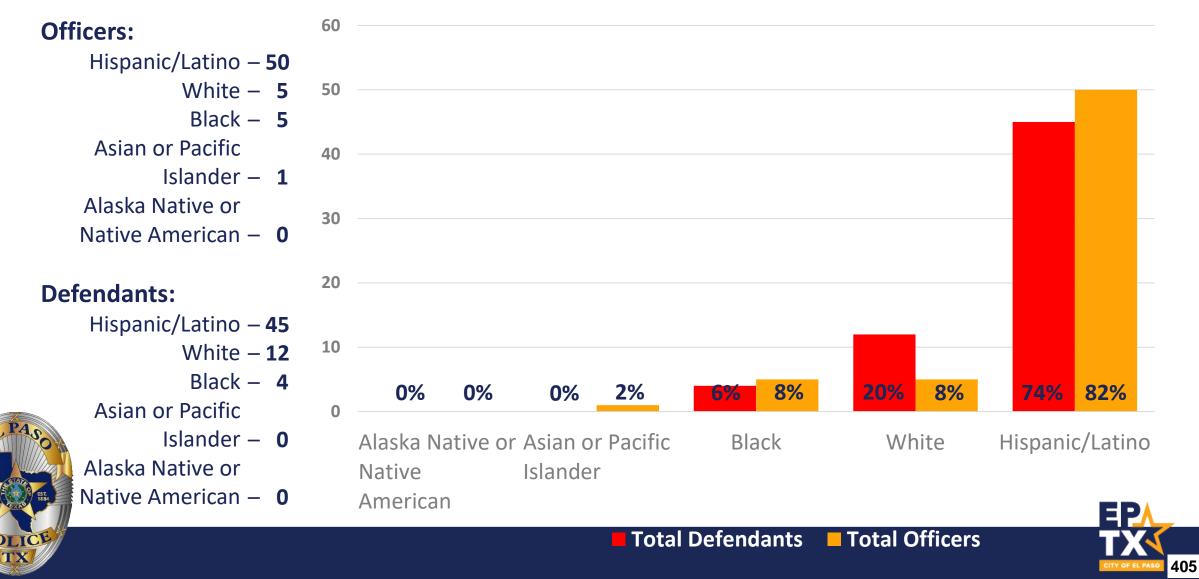
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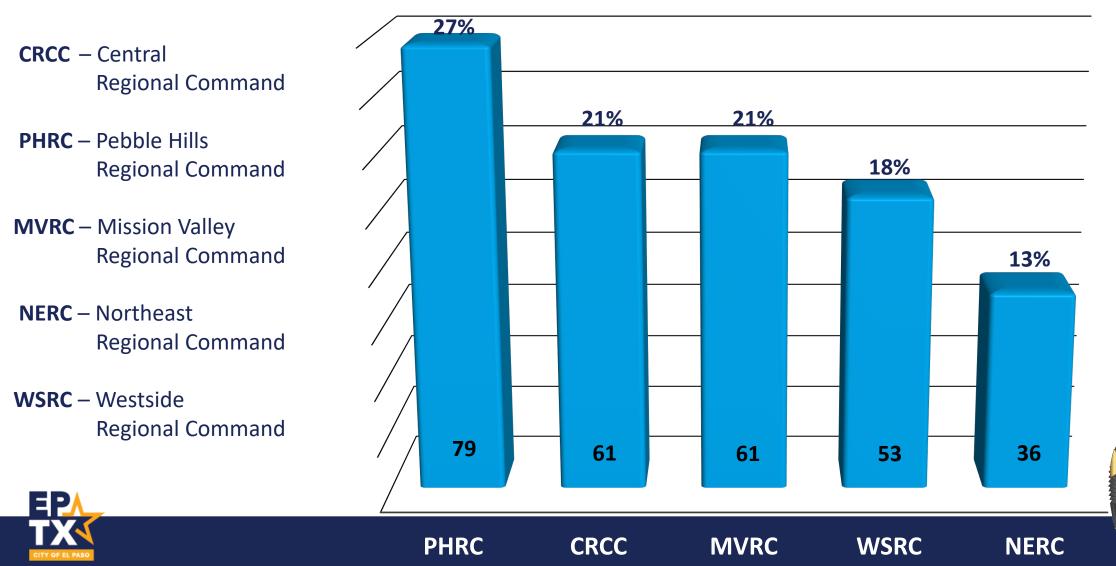
THE RACE AND ETHNICITY OF THE PERSON FOR ACCEPTED CASES

12



TOTAL DEFENDANTS – BY REGIONAL COMMAND

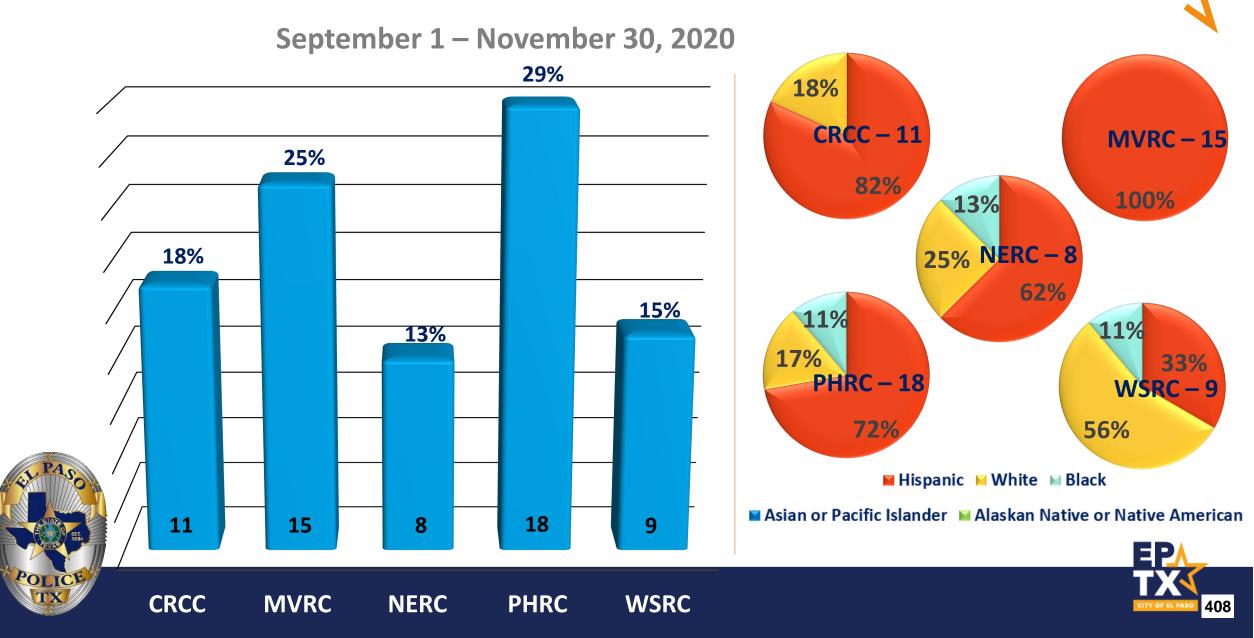




TOTAL DEFENDANTS – RACE BY REGIONAL COMMAND EP September 1 – November 30, 2020 5% 14% 17% 10% 19% **CRCC - 61 NERC – 36 MVRC - 61** 21% **62%** 67% 6% **85%** 15% 26% **PHRC – 79 WSRC – 53** 18% 66% 68%

Hispanic His

TOTAL DEFENDANTS FOR ACCEPTED CASES RACE BY REGIONAL COMMAND



TOTAL DEFENDANTS – BY ZIP CODE





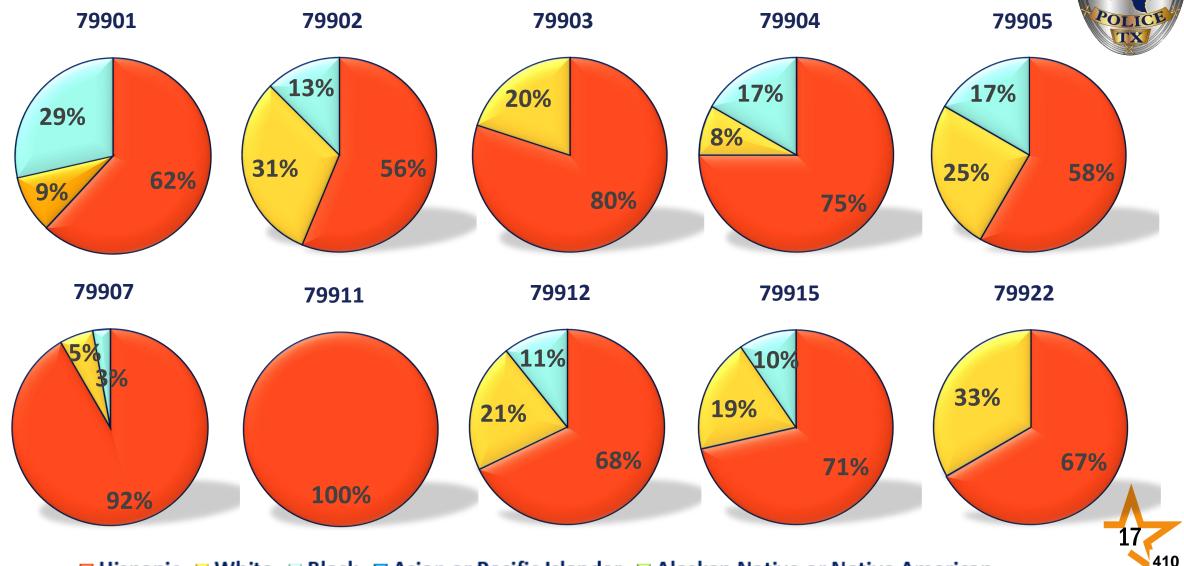


TOTAL DEFENDANTS – RACE BY ZIP CODE

ED

CITY OF EL PASO

September 1 – November 30, 2020

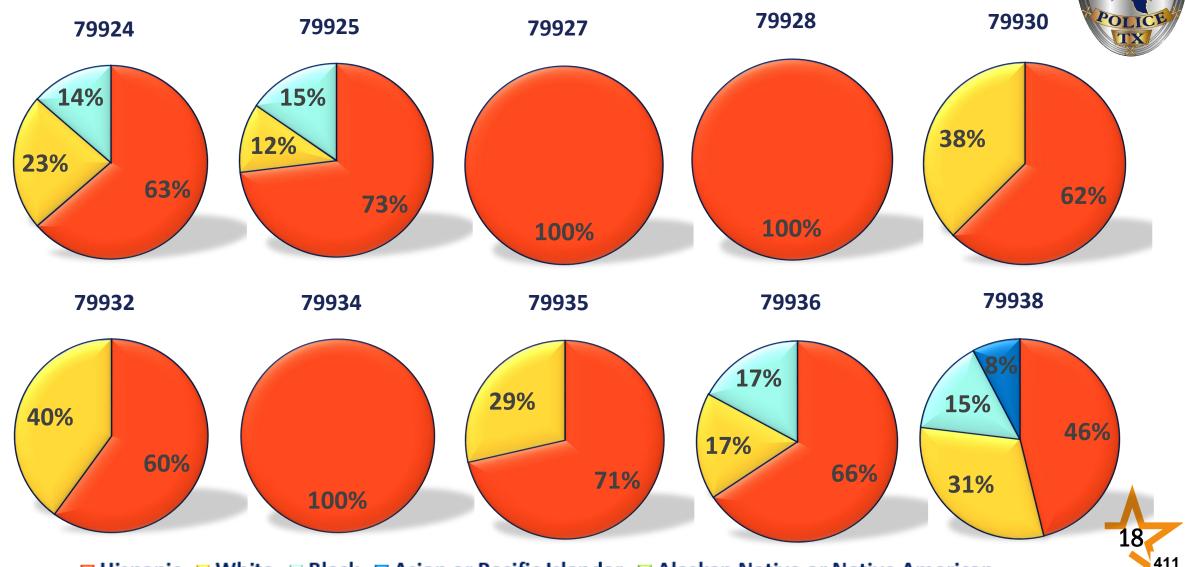


📕 Hispanic 📔 White 📓 Black 📓 Asian or Pacific Islander 📓 Alaskan Native or Native American

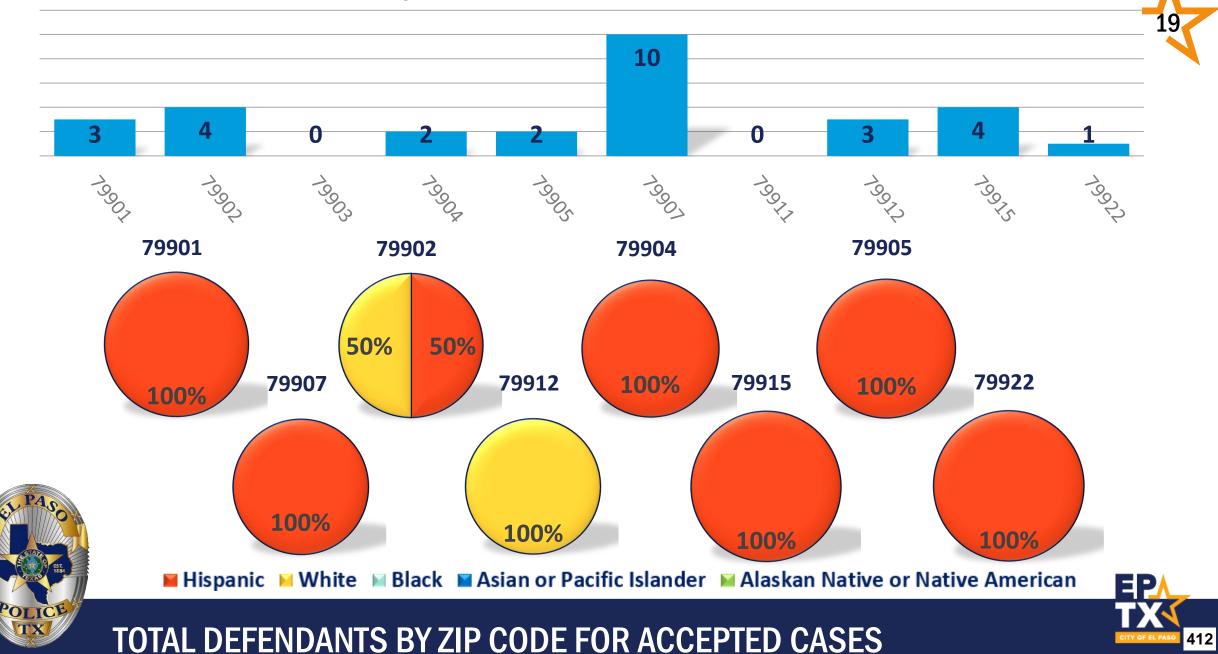
TOTAL DEFENDANTS – RACE BY ZIP CODE

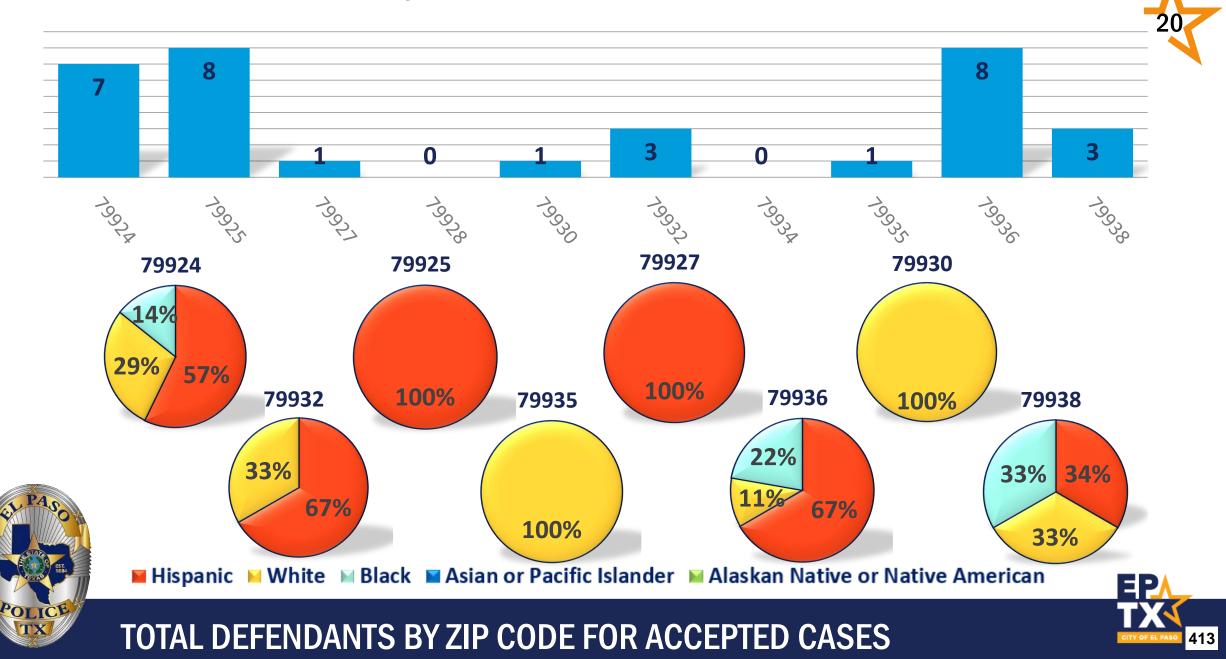
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September 1 – November 30, 2020



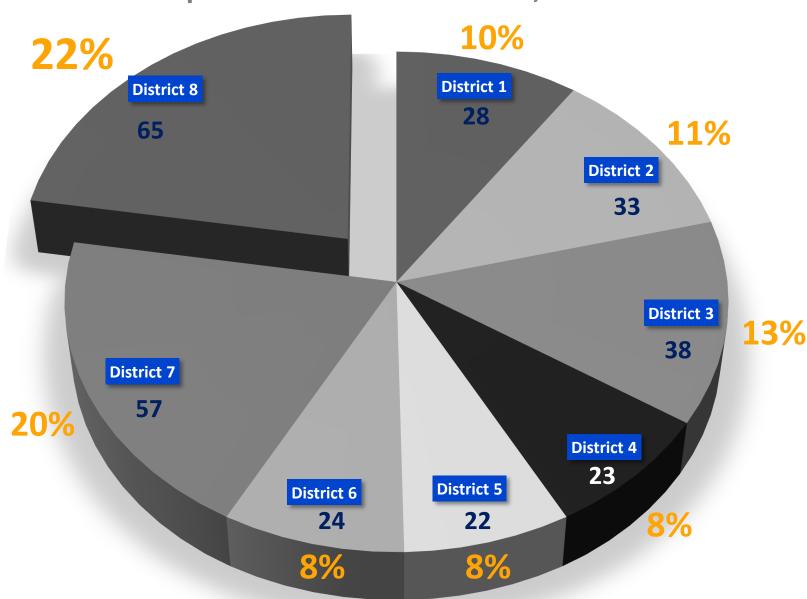
Hispanic 🛛 White 🛸 Black 🗳 Asian or Pacific Islander 🛸 Alaskan Native or Native American



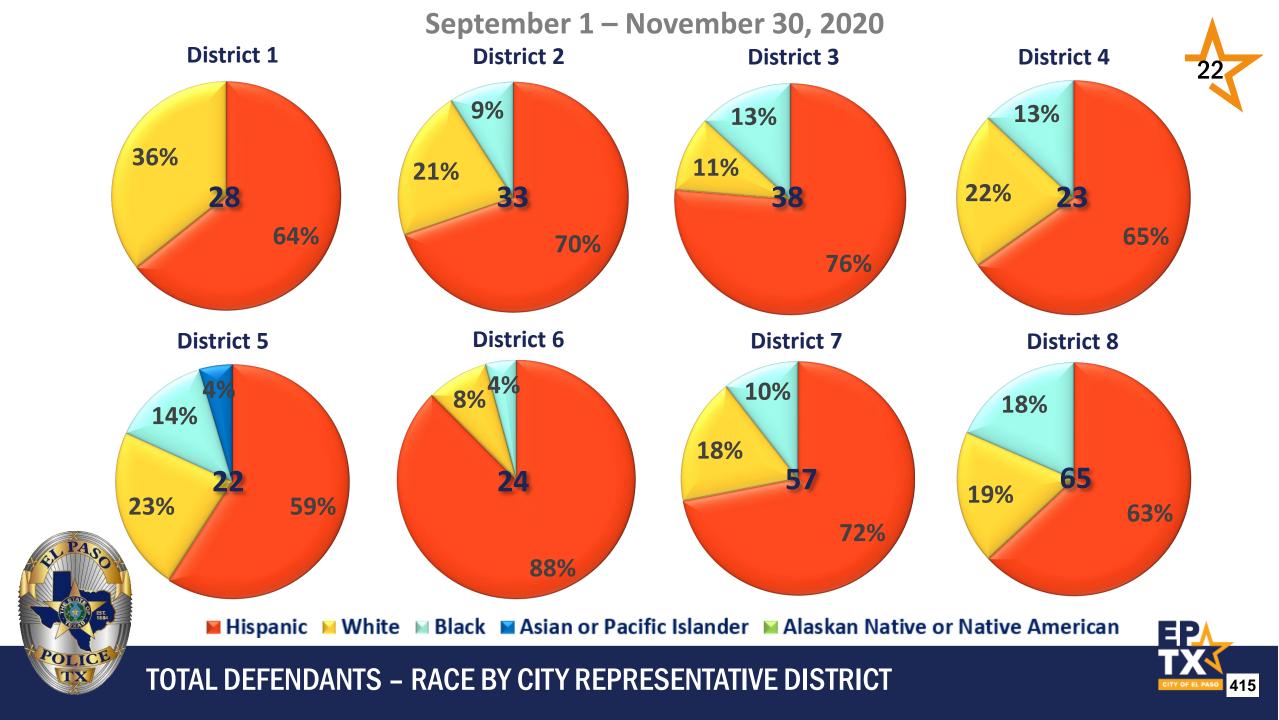


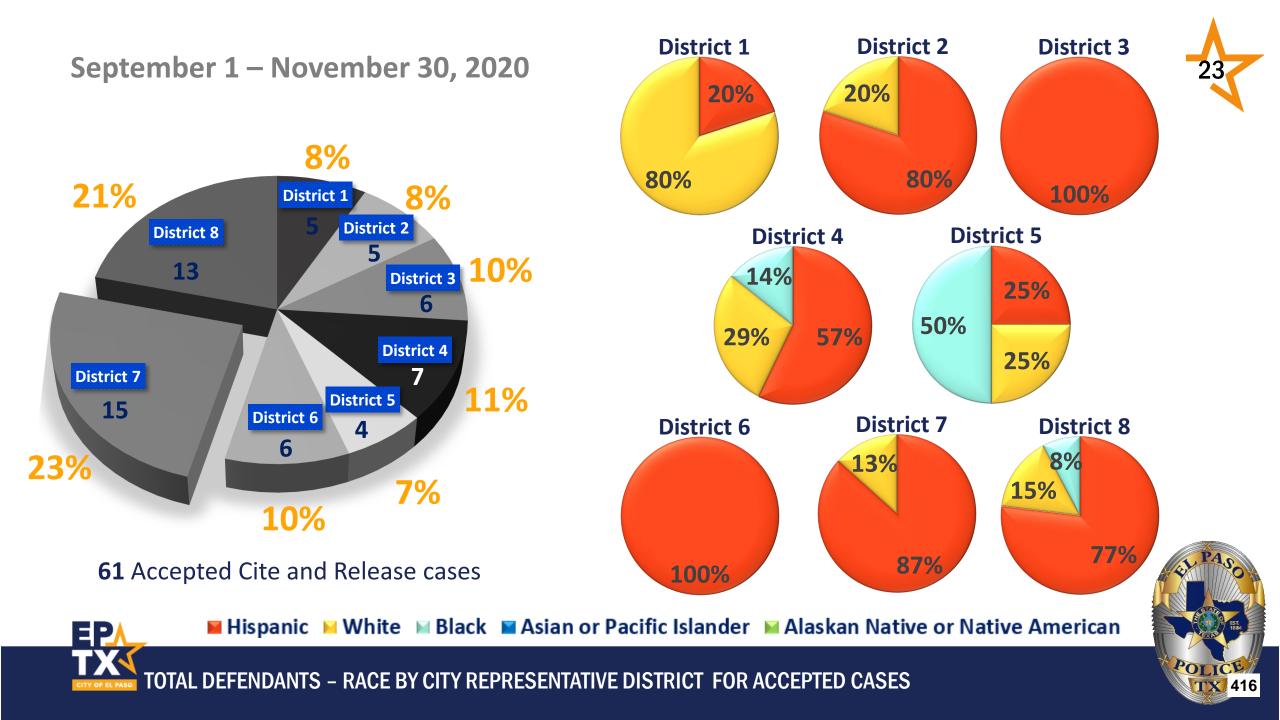
EPA TOTAL DEFENDANTS – BY CITY REPRESENTATIVE DISTRICTS

CITY OF EL PASO







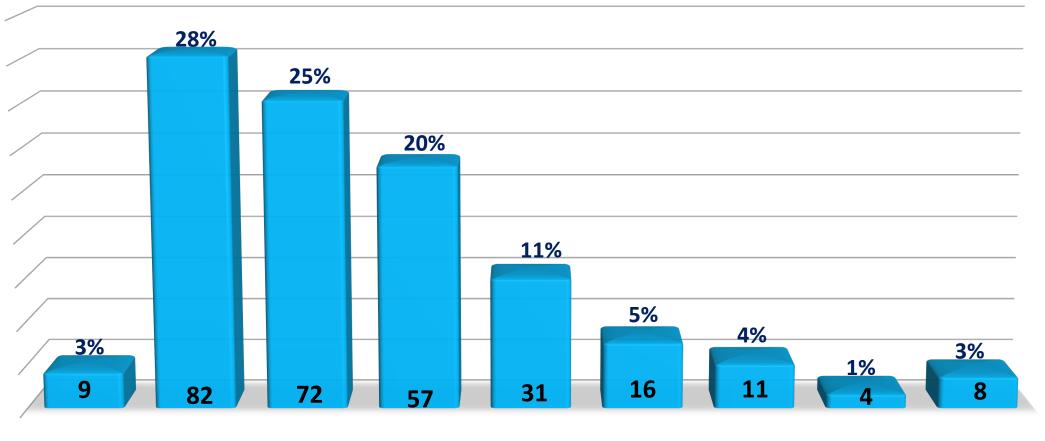


TOTAL DEFENDANTS – BY AGE

ED/

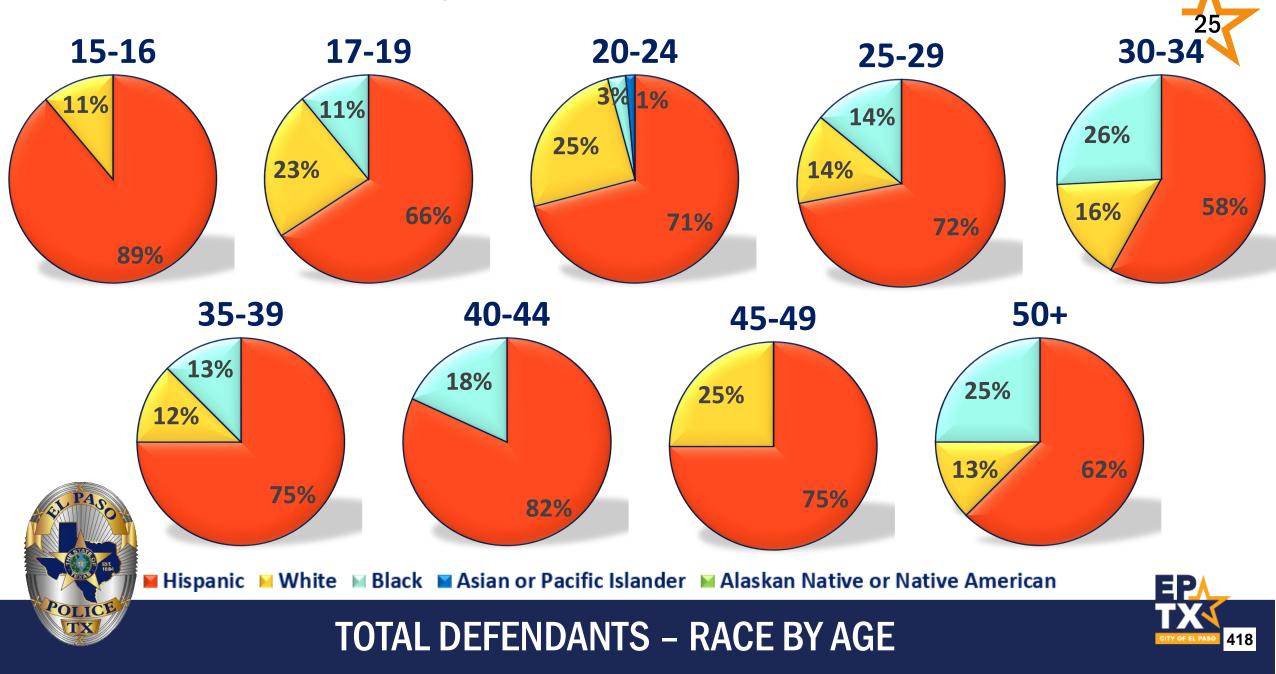
CITY OF EL PASC

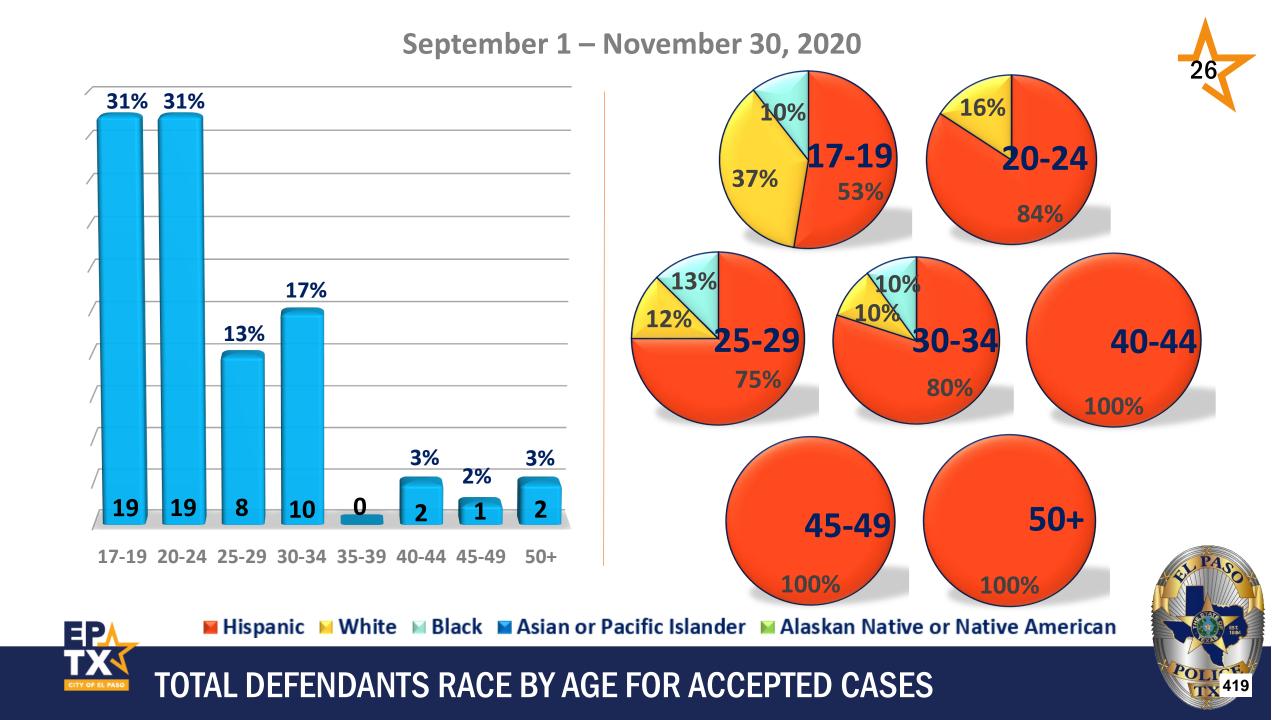
September 1 – November 30, 2020



15-16 17-19 20-24 25-29 30-34 35-39 40-44 45-49 50+









CITE AND RELEASE REPORT

September 1 – November 30, 2020



El Paso Police Department

22%

75%

100%

3%

61

221

290

229

100%

8

MAYOR Oscar Leeser To: El Paso City Council Date: December 30, 2020

> Cite and Release Data Accepted Cite and Release

Officer Use of Arrest

Declined Program

Totals

Totals

Subject: Cite and Release 9/1/2020 - 11/30/2020

CITY COUNCIL

District 1 Peter Svarzbein

District 2 Alexsandra Annello

District 3 Cassandra Hernandez

Joe Molinar District 5

Isabel Salcido

District 4

District 6 Claudia L. Rodriguez

District 7 Henry Rivera

District 8 Cissy Lizarraga

CITY MANAGER Tommy Gonzalez

Dispatched Call for Service	75	26%
Self-Initiated	213	73%
Search Warrant	2	1%
Totals	290	100%
Reason for Use of Arrest		
Other Charges	144	63%
Uncooperative Individual	23	10%
Outstanding Warrants	13	6%
Defendant Declined Program	8	4%
Habitual Offender	8	4%
Juveniles	8	4%
Narcotics Case	8	4%
Intoxicated	7	3%
Does not Reside in El Paso	5	2%
Drug-Free Zone	3	1%
Admitted to Hospital	1	>1%
Confirmed Gang Member	1	>1%
Use of Force	0	0%

Documented Reason for the Stop or Arrest







El Paso Police Department

Total

MAYOR Oscar Leeser

Race and Ethnicity of the Person Race CITY COUNCIL District 1 Peter Svarzbein District 2 Alexsandra Annello District 3 Cassandra Hernand

		Defendants	# Defendants	Officers	Total # Officers
	Alaska Native or Native	0	0%	1	00.3%
	American				
	Asian or Pacific	1	00.3%	11	4%
	Islander				
	Black	33	12%	16	6%
0	White	55	19%	35	12%
	Hispanic/Latino	201	69%	227	78%
ndez	Totals	290	100%	290	100%

65

290

22%

100%

Percentage of Total Total Percentage of



Henry Rivera

Total Possession of Marijuana Cases by Regional Command

District 5	CRCC	61	21%
Isabel Salcido	MVRC	61	21%
District 6	NERC	36	13%
Claudia L. Rodriguez	PHRC	79	27%
	WSRC	53	18%
District 7	Totals	290	100%

District 8 Cissy Lizarraga

CITY MANAGER Tommy Gonzalez

	Total Possession of Marijua	na Cases b	y City Rep	resentative District
_	District 1	28	10%	
	District 2	33	11%	
	District 3	38	13%	
	District 4	23	8%	
	District 5	22	8%	
	District 6	24	8%	
	District 7	57	20%	
	District 8	65	22%	

Totals



Gregory K. Allen - Chief of Police Police Headquarters | 911 N. Raynor | El Paso, TX 79903 Office (915) 212-4000 | www.elpasotexas.gov/police

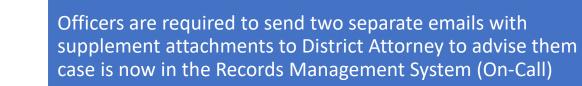
DELIVERING EXCEPTIONAL SERVICES





CITE AND RELEASE PROGRAM STEPS AND REQUIRED RESOURCES

Officer implements the program – takes approximately 1.5-2 hours includes taking defendant back to station for fingerprints, citing, putting narcotics into evidence and report writing



Case is routed to Patrol Sergeant for approval and sent to Narcotics supervisor. Both patrol and Narcotic supervisors approves report



The Strategic Planning Section increased staffing by one officer to implement and manage the program. Officer runs a weekly report of all marijuana A and B cases and reviews reports for completeness. Incomplete reports are returned for corrections



CITE AND RELEASE PROGRAM STEPS AND REQUIRED RESOURCES

Strategic Planning employee sends a weekly report to Latent Prints Section

Latent Prints personnel retrieve fingerprints from AFIS (automated fingerprint identification system) and manually fill out a hard copy CR43 fingerprint report and mail to DPS per DPS requirements. Another copy is sent via interoffice mail to County Court 7.

District Attorney's office will coordinate with Planning employee for missing information and corrections

Planning creates the PowerPoint and the report for council







Mission

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

Vision

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

☆ Values

Integrity, Respect, Excellence, Accountability, People





💣 Misión

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

Visión

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

☆ Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas Legislation Text

File #: 21-62, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Community & Human Development, Nicole Ferrini, (915) 212-1659

PUBLIC HEARING DATE: 2/2/2021

STRATEGIC GOAL:

Goal 8 - Nurture and Promote a Healthy, Sustainable Community

<u>SUBGOAL</u>: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

An Ordinance amending Title 17 (Housing), Chapter 17.20 (Fair Housing Ordinance) of the El Paso City Code to amend in its entirety the Chapter to change the word handicap to disability and to include protections against discrimination for reasons of sexual orientation and gender identity.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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 recently completed Analysis of Impediments to Fair Housing Choice identified a lack of protections from housing discrimination for LGBTQ individuals. Many cities have local ordinances that expand protections against housing discrimination, beyond those identified by the Fair Housing Act, in order to protect LGBTQ individuals. The Department of Housing and Urban Development (HUD) will investigate fair housing complaints based on those expanded local protections. This update to the Fair Housing Ordinance adds sexual orientation and gender identity to those protected from housing discrimination and updates the word "handicap" to "disability".

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? City Council was presented the 2020 Analysis of Impediments to Fair Housing Choice (AI) on October 27, 2020.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of

File #: 21-62, Version: 1

account. Does it require a budget transfer? N/A

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Community and Human Development
AGENDA DATE:	January 19, 2021 (Introduction)
CONTACT PERSON/PHONE:	Nicole Ferrini, Chief Resilience Officer, 212-1659, <u>ferrininm@elpasotexas.gov</u>
DISTRICT(S) AFFECTED:	All Districts

SUBJECT:

An ordinance amending Title 17 (Housing), Chapter 17.20 (Fair Housing Ordinance) of the El Paso City Code to amend in its entirety the Chapter to change the word handicap to disability and to include protections against discrimination for reasons of sexual orientation and gender identity.

BACKGROUND / DISCUSSION:

The recently completed Analysis of Impediments to Fair Housing Choice identified a lack of protections from housing discrimination for LGBTQ individuals. Many cities have local ordinances that expand protections against housing discrimination, beyond those identified by the Fair Housing Act, in order to protect LGBTQ individuals. The Department of Housing and Urban Development (HUD) will investigate fair housing complaints based on those expanded local protections. This update to the Fair Housing Ordinance adds sexual orientation and gender identity to those protected from housing discrimination and updates the word "handicap" to "disability".

PRIOR COUNCIL ACTION:

• City Council was presented the 2020 Analysis of Impediments to Fair Housing Choice (AI) on October 27, 2020.

AMOUNT AND SOURCE OF FUNDING;

N/A

BOARD / COMMISSION ACTION:

The Fair Housing Task Force Coordinated with Staff on the development of the 2020 AI, and provided only positive comment on these proposed changes to the Fair Housing Ordinance.

LEGAL: (if required)

FINANCE: (if required)_____

DEPARTMENT HEAD:

Nicole Ferrini, Chief Resilience Officer

APPROVED FOR AGENDA:

CITY MANAGER:

DATE:

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 17 (HOUSING), CHAPTER 17.20 (FAIR HOUSING ORDINANCE) OF THE EL PASO CITY CODE TO AMEND IN ITS ENTIERETY THE CHAPTER TO CHANGE THE WORD HANDICAP TO DISABILITY AND TO INCLUDE PROTECTIONS AGAINST DISCRIMINATION FOR REASONS OF SEXUAL ORIENTATION AND GENDER IDENTITY. THE PENALTY IS AS PROVIDED UNDER SECTION 17.20.150 OF THE EL PASO CITY CODE.

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

Section 1. Title 17 (Housing), Chapter 17.20 (Fair Housing Ordinance) of the El Paso City Code is amended in its entirety to read as follows:

Chapter 17.20 - FAIR HOUSING ORDINANCE

Sections:

17.20.010 - Title.

This chapter may be cited as the "City of El Paso Fair Housing Ordinance."

17.20.020 - Policy.

Through fair, orderly and lawful procedures, it is the policy of the city to promote the opportunity for each person to obtain housing without regard to race, color, sex, sexual orientation, gender identity, religion, national origin, disability or familial status. This policy is grounded upon the recognition of the right of every person to have access to adequate housing of the person's choice, and the denial of this right because of race, color, sex, sexual orientation, gender identity, religion, national origin, disability or familial status is detrimental to the health, safety and welfare of the inhabitants of the city and constitutes an unjust deprivation of rights, which is within the power and proper responsibility of government to prevent and to create a procedure for investigating and settling complaints of discriminatory housing practices; and to provide rights and remedies substantially equivalent to those granted under federal law.

17.20.030 - Definitions.

As used in this chapter, unless a different meaning clearly appears from the context:

- A. "Actor" means a person identified in a complaint as having committed an unlawful act under this chapter.
- B. "Complainant" means a person, including the city, who files a written complaint under Section 17.20.070 of this chapter.

ORDINANCE NO.

- C. "Conciliation" means the attempted resolution of issues raised by a complaint or by the investigation of the complaint, through informal negotiations involving the aggrieved person, the actor, and the city.
- D. "Conciliation agreement" means a written agreement setting forth the resolution of the issues in conciliation.
- E. "Discriminatory housing practice" means an act that is unlawful under Section 17.20.040 or declared unlawful under the Federal Fair Housing Act of 1968 (Public Law 90-284) or the Federal Fair Housing Amendments Act of 1988 (Public Law 100-430).
- F. "Familial status" means one or more individuals (who have not attained the age of eighteen years) being domiciled with:
 - 1. A parent or another person having legal custody of such individual or individuals; or
 - 2. The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the of eighteen years.

- G. "Family" includes a single individual.
- H. "Grievance officer" means the person serving as fair housing grievance officer and includes the assistants, agents or employees assigned to work with the grievance officer.
- I. "Disability" means, with respect to a person:
 - 1. A physical or mental impairment which substantially limits one or more of such person's major life activities;
 - 2. A record of having such an impairment; or
 - 3. Being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. § 802).
- J. "Housing unit" means any building, structure, mobile home, or portion thereof, which is occupied, designed, or intended for occupancy by a family or families as a residence, and any vacant land offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.
- K. "Person" includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries whether acting as principal or agent in the transaction, or two or more persons having a joint or common economic interest.
- L. "Person(s) aggrieved" means any person who claims to have been injured by a discriminatory housing practice or who believes that he or she will be injured by a discriminatory practice that is about to occur.

M. "Rent" includes to lease, sublease, and otherwise grant for a consideration the right to occupy premises not owned by the occupant.

17.20.040 - Unlawful discriminatory housing practices.

- A. It is unlawful for a person, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, disability or familial status:
 - 1. To refuse to sell or rent an available housing unit to another person after the other person makes a bona fide offer to buy or rent the housing unit;
 - 2. To refuse to negotiate with a person for the sale or rental of a housing unit;
 - 3. To discriminate against a prospective buyer or renter in connection with the showing of a housing unit;
 - 4. To discriminate against a person in the terms, conditions or privileges of sale or rental of a housing unit, or in the provision of services or facilities in connection therewith;
 - 5. To represent to a person that any housing unit is not available for inspection, sale or rental when such housing unit is in fact so available, or to otherwise make unavailable or deny such housing unit to any person;
 - 6. As to a multiple-listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting housing units:
 - a. To deny a person access to or membership or participation in the service, organization or facility, or
 - b. To discriminate against a person in the terms or conditions of such access, or membership or participation.
- B. It is unlawful:
 - 1. To make an oral or written statement indicating a policy of the actor or of a person represented by the actor to discriminate on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, disability or familial status in the selling or renting of a housing unit;
 - 2. For gain or profit, to induce or attempt to induce a person to sell or rent a housing unit by a representation that a person of a particular race, color, religion, sex, sexual orientation, gender identity, national origin, disability or familial status is in proximity to, is present in or may enter into the neighborhood in which such housing unit is located;
 - 3. To make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement which with respect to the sale or rental of a housing unit that indicates any preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability or familial status or an intention to make any such preference, limitation or discrimination;

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- 4. For a person whose business consists in whole or in part in the making or purchasing of any real estate loans, whether commercial or residential, with respect to such loans or financial assistance for the purpose of purchasing, constructing, improving, repairing, or maintaining a housing unit(s) to make any preferential determinations based on color, sex, sexual orientation, gender identity, religion, national origin, disability or familial status, such acts include but are not limited to the following:
 - a. To deny such loan or other financial assistance to a person, or
 - b. To discriminate against such person in the fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance,
 - c. To refuse to provide loans or other financial assistance to a person, secured by residential real estate.
- 5. With respect to persons with disabilities, not to:
 - a. Allow reasonable modifications in existing housing,
 - b. Allow reasonable accommodations in rules, practices, or
 - c. Meet the requirement for new designs and construction all as set forth in the Fair Housing Amendments Act, referenced above. It is expressly intended that this chapter provide at least the minimum coverage allowed by the above-referenced Act, and is in no way intended to reduce the coverage provided by said Act.
- 6. To coerce, intimidate, threaten or otherwise interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Sections 803, 804, 805 or 806 of the Federal Act.

17.20.050 - Exemptions.

- A. Nothing in Section 17.20.040 (other than Section 17.20.040(B)(3)) shall apply to:
 - 1. The sale or rental of any single-family house by an owner, provided the following conditions are met:
 - a. The owner does not own or have an interest in more than three such single-family houses at any one time,
 - b. The house is sold or rented without the use of a real estate broker, agent or salesperson or the facilities of any person in the business of selling or renting dwellings. If the owner selling the house does not reside in it at the time of the sale or was not the most recent resident of the house prior to such sale, the exemption in this paragraph (A)(1) of this section applies to only one such sale in any twenty-four-month period.
 - 2. Rooms or units containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his or her residence.

- B. Nothing in Section 17.20.040 shall prohibit:
 - 1. A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the sale, rental or occupancy of housing units which it owns or operates to persons of the same religion or from giving preference to such persons, provided that:
 - a. Such sale, rental or occupancy is not for a commercial purpose,
 - b. Membership in such religion is not restricted because of race, color, sex, sexual orientation, gender identity, national origin, disability or familial status;
 - 2. A private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members; provided, that such lodging is not owned or operated for a commercial purpose;
 - 3. Nothing in this chapter shall be deemed to prevent operating housing primarily for persons fifty-five or older or sixty-two and older as long as such operations comply with the limitations set forth in the Fair Housing Amendments Act of 1988, referenced in this chapter.
 - 4. Appraisal Exemption. This chapter does not prohibit a person engaged in the business of furnishing appraisals of real property from taking into consideration factors other than race, color, religion, sex, sexual orientation, gender identity, disability, familial status or national origin. Discriminatory appraisals are intended to be specifically prohibited under this chapter;
 - 5. Effect on Other Law.
 - a. This chapter does not affect a reasonable local or state restriction on the maximum number of occupants permitted to occupy a dwelling or restriction relating to health or safety standards.
 - b. This chapter does not affect a requirement of nondiscrimination in any other state or federal law.

17.20.060 - Fair housing grievance officer—Appointment—Duty to implement and enforcement of provisions.

The city council shall appoint a fair housing grievance officer and provide the grievance officer with a staff adequate to effectively enforce this chapter. The fair housing grievance officer shall implement and enforce this chapter in a manner affirmatively to further the purpose of this chapter. The grievance officer shall cooperate with the secretary of housing and urban development and the attorney general of the United States in the enforcement of the Fair Housing Act of 1968, Public Law 90-284 and the Fair Housing Amendments Act of 1988, and may assist the secretary or attorney general in any way consistent with the purpose and policy of this chapter.

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17.20.070 - Discriminatory housing practices—Reporting.

A. An aggrieved person may report any discriminatory housing practice to the grievance officer and may file a complaint not more than one hundred and eighty days after the commission of the practice of which complaint is made. A complaint may also be filed by the grievance officer, if such officer has evidence to believe that a person has committed a discriminatory housing practice.

B. The grievance officer shall treat a complaint referred by the secretary of housing and urban development or the attorney general of the United States under the Fair Housing Act of 1968, Public Law 90-284 and the Fair Housing Amendments Act of 1988, as a complaint filed under subsection A of this section.

C. A complaint shall be in writing, verified, and contain the following information:

- 1. Name of aggrieved person;
- 2. Street address of current residence of aggrieved person;
- 3. Telephone number, if any, of aggrieved person;
- 4. Name of actor;
- 5. Street address of actor, if known to the aggrieved person;
- 6. Date of alleged discriminatory practice;
- 7. Street address of property involved;

8. General statement of facts pertaining to the offense, including the basis of the alleged discriminatory practice (race, color, religion, sex, sexual orientation, gender identity, familial status, disability or national origin);

9. Date of filing complaint;

10. Signature of aggrieved person;

11. If complainant is other than aggrieved person, the signature, name and street address of the complainant, in addition to the preceding information.

D. Not more than ten working days after the filing of complaint by certified mail, the grievance officer shall notify the actor named in the complaint that:

1. A complaint alleging the commission of a discriminatory housing practice has been filed against the actor and of his rights. The grievance officer shall furnish a copy of the complaint to the actor;

2. The actor may file a verified written answer to the complaint within seven days after the complaint is received by the actor.

E. A complaint or answer may be reasonably and fairly amended at any time. The grievance officer by certified mail shall furnish a copy of each amended complaint or answer the actor or the complaint, respectively, as promptly as practicable.

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F. The grievance officer and staff may not make public, without the written consent of the persons concerned, the name of the actor or the aggrieved person or any information relative to a complaint, before the grievance officer notifies the city attorney of a discriminatory housing practice alleged to have been committed in a complaint or while the complaint is in the process of being investigated and prior to completion of all negotiations.

17.20.080 - Discriminatory housing practices—Investigation.

A. Upon receiving a properly completed complaint, the grievance officer must process the complaint no later than thirty days. The grievance officer must also serve notice upon the complainant acknowledging the filing and advising the complainant of the time limits and forums provided under the law. The grievance officer must complete its investigation of the complaint within one hundred days of the date of the receipt of the complaint. If impracticable to do so, the officer must notify the complainant and the respondent actor in writing of this fact and the reason(s) for same.

B. If the grievance officer determines that there is not probable cause to believe that a particular alleged or suspected discriminatory housing practice has been committed, the grievance officer shall take no further action with respect to the alleged or suspected discriminatory housing practice.

C. The grievance officer shall have comprehensive authority, including but not limited to subpoen power to investigate allegations of complaints.

17.20.090 - Discriminatory housing practices—Conciliation.

A. It is required that conciliation be attempted during the period after the filing of the complaint and prior to the filing of a charge or dismissal.

B. It is required that any conciliation agreement arising out of conciliation efforts by the grievance officer shall be an agreement between the actor and the complainant and shall be subject to the grievance officer's approval. Such conciliation shall be made public unless the complainant and respondent actor otherwise agree and the grievance officer determines that disclosure is not required to further the purposes of the law.

C. If the grievance officer determines that there is probable cause to believe that a discriminatory housing practice alleged in a complaint has been committed, the grievance officer and the actor, or a person who owns, controls or manages the housing unit involved in the discriminatory practice, or a person who employs the actor, may voluntarily enter into a conciliation agreement.

D. If a conciliation agreement is executed under this section, a party to the agreement may not be prosecuted in municipal court for an offense specified in the agreement (as provided under subsection F(1) of this section) unless the grievance officer determines that the agreement has been violated and notifies the city attorney in writing of the violation.

E. A conciliation agreement must be in writing in a form approved by the city attorney and must be signed and verified by the grievance officer and each other party to the agreement. A

ORDINANCE NO.____

conciliation agreement that is not executed before the expiration of thirty days after the notification to the actor (as required under Section 17.20.070(D)) must be specifically approved by the city attorney prior to its execution. A conciliation agreement is executed upon its signing and verification by all parties to the agreement.

F. A conciliation agreement executed under this section must contain:

1. An identification of the discriminatory housing practice and corresponding actor that gives rise to the conciliation agreement under subsection C of this section and the identification of any other discriminatory housing practice and actor that the parties agree to make subject to the limitation on prosecution in subsection D of this section; and

2. Identification of the housing unit subject to the conciliation agreement; and

3. A statement that each party entering into the conciliation agreement with the grievance officer agrees:

a. Not to violate this chapter or the conciliation agreement, and

b. To file with the grievance officer a monthly activity report, in accordance with the following regulations:

i. If the practice giving rise to the conciliation agreement under subsection C of this section involves:

(A) An actor who engages in a business relating to the selling or renting of housing units, or

(B) A housing unit occupied or intended for occupancy on a rental or sale basis, or

(C) A violation of Section 17.20.040(B)(4). The activity report must state, with respect to each person of the specified class discrimination in the complaint who in person contacts a party to the conciliation agreement concerning the sale, rental or financing of a housing unit, the name and street address and telephone number, if any, of such person, the date of each contact and the result of each contact,

ii. If the practice giving rise to the conciliation agreement under subsection C of this section involves a violation of Section 17.20.040(B)(2), the activity report must state the number and manner of solicitations concerning housing units made by the party and the approximate boundaries of each neighborhood in which the solicitations are made,

iii. The party who prepares the activity report shall sign and verify the report,

iv. An activity report must be filed each month with the grievance officer on the date specified in the conciliation agreement for a period of not less than three months nor more than twenty-four months, as required by the conciliation agreement.

G. In addition to the requirements of subsection F of this section, a conciliation agreement may include any other term or condition agreed to by the parties.

H. If the grievance officer determines that a conciliation agreement has been violated, the grievance officer shall give written notice by certified mail to all actors subject to the agreement.

I. The grievance officer must make a final administrative disposition of a complaint within one year of the date of receipt of the complaint, unless it is impracticable to do so. If it is impracticable, the grievance officer shall notify the complainant and actor in writing.

17.20.100 - Violation of conciliation agreement.

A. A person commits an offense if, after such person and the grievance officer execute a conciliation agreement under Section 17.20.090, such person violates Section 17.20.090(F)(3)(a) or (b).

B. It is no defense to prosecution under this section that, with respect to a discriminatory housing practice gave rise to the conciliation agreement under Section 17.20.090(C):

1. The actor did not commit the offense; or

2. The grievance officer did not have probable cause to believe the offense was committed.

17.20.105 - Remedies—Prompt judicial action.

The grievance officer shall have authority to seek prompt judicial action for appropriate temporary or preliminary relief pending final disposition of a complaint if the grievance officer concludes such action is necessary to carry out the purposes of the law or this chapter.

17.20.110 - Discriminatory housing practices—Notification of city attorney.

A. Except as otherwise provided in subsection B of this section, if the grievance officer determines that there is probable cause to believe that a discriminatory housing practice alleged in a complaint has been committed, the grievance officer shall promptly notify the city attorney in writing of the identification of the actor and the discriminatory housing practice and direct that appropriate action be taken using the grievance officer's subpoena power if necessary. The grievance officer has the power to grant actual damages or to arrange to have the dispute adjudicated in court, at the expense of the office of the grievance officer, the claim to an award of actual damages, to an aggrieved person. The grievance officer is further authorized to seek injunctive or equitable relief in a court of competent jurisdiction, as well as assess a civil penalty or arrange to have the matter adjudicated in court at the grievance officer's agency's expenses, and may assess an award of punitive damages against the actor. It is further intended that the complainant may instead seek enforcement through a judicial election procedure with the remedies available under the above-referenced Act brought at the grievance officer's expense on behalf of the complainant.

B. After the grievance officer attempts a conciliation under Section 17.20.090, the grievance officer may postpone the notification to the city attorney required under subsection A of this section for a period of not more than thirty days after notification to the actor of a complaint (as required under Section 17.20.070(D)). However, if a conciliation agreement is executed during the thirty-day period of postponement, the grievance officer is not required to notify the city attorney of the identification of the actor or of a discriminatory housing practice specified in the

ORDINANCE NO.

conciliation agreement (as provided in Section 17.20.090(F)(1)) unless the grievance officer determines that the agreement has been violated.

C. Notification required under subsection A of this section is not a prerequisite to prosecution or referral to HUD as a discriminatory housing practice under this chapter. This section does not limit any communications, otherwise lawful, between the grievance officer and the city attorney.

17.20.120 - Discriminatory housing practices—Dismissal of complaint.

If, after the city attorney files a complaint in the municipal court charging an actor with a discriminatory housing practice, a conciliation agreement is executed under Section 17.20.090 before commencement of trial on the discriminatory housing practice, the city attorney may cease prosecution and move for dismissal of the complaint.

17.20.125 - Enforcement by private persons.

This chapter may be enforced by an aggrieved person by the commencement of an action in an appropriate court not less than one year after the occurrence or termination of an alleged discriminatory housing practice; said court may: (1) award the plaintiff actual and punitive damages; (2) grant as relief as it deems appropriate, any temporary or permanent injunction, temporary restraining order, or other order, and allow reasonable attorneys' fees and costs. It is expressly intended that any grievance officer's actions are subject to judicial review upon application by any party aggrieved by a final order of such grievance officer. Such review process must include access to all remedies contemplated by the Fair Housing Act. Such court's authority must include authority to grant the petitioner, or any other party, such temporary relief, restraining order, or other order as the court determines is just and proper; to affirm, modify, set aside in whole or in part, the order, or remand the order for further proceedings and enforce the order to the extent the order is affirmed or modified.

17.20.130 - Discriminatory housing practices—Additional remedies.

The procedures prescribed by this chapter do not constitute an administrative prerequisite to another action or remedy available under other law.

17.20.140 - Educational and public information activities.

The grievance officer may conduct such educational and public information activities as are designed to promote the policy of this chapter.

17.20.150 - Violation—Penalty.

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Any person who violates this chapter is guilty of a separate offense for each day or portion of a day on which the violation is committed, and each offense is punishable by a fine of not more than five hundred dollars.

Section 2. Except as herein amended, Title 17 (Housing) of the El Paso City Code remains in full force and effect.

ADOPTED this ______ day of ______, 20__.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Omar De La Rosa Assistant City Attorney **APPROVED AS TO CONTENT:**

icole 1

Nicole Ferrini, Chief Resilience Officer

ORDINANCE NO._____

16-1039-1328.001 / 1048264 / OAR / Fair Housing Ordinance

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Chapter 17.20 - FAIR HOUSING ORDINANCE*

Sections:

17.20.010 - Title.

This chapter may be cited as the "City of El Paso Fair Housing Ordinance."

(Ord. 11230 § 1 (part), 1992)

17.20.020 - Policy.

Through fair, orderly and lawful procedures, it is the policy of the city to promote the opportunity for each person to obtain housing without regard to race, color, sexsex, sexual orientation, gender identity, religion, national origin, handicapdisability or familial status. This policy is grounded upon the recognition of the right of every person to have access to adequate housing of the person's choice, and the denial of this right because of race, color, sexsex, sexual orientation, gender identity, religion, national origin, handicapdisability or familial status is detrimental to the health, safety and welfare of the inhabitants of the city and constitutes an unjust deprivation of rights, which is within the power and proper responsibility of government to prevent and to create a procedure for investigating and settling complaints of discriminatory housing practices; and to provide rights and remedies substantially equivalent to those granted under federal law.

(Ord. 11230 § 1 (part), 1992)

17.20.030 - Definitions.

As used in this chapter, unless a different meaning clearly appears from the context:

- A. "Actor" means a person identified in a complaint as having committed an unlawful act under this chapter.
- B. "Complainant" means a person, including the city, who files a written complaint under Section 17.20.070 of this chapter.
- C. "Conciliation" means the attempted resolution of issues raised by a complaint or by the investigation of the complaint, through informal negotiations involving the aggrieved person, the actor, and the city.
- D. "Conciliation agreement" means a written agreement setting forth the resolution of the issues in conciliation.
- E. "Discriminatory housing practice" means an act that is unlawful under Section 17.20.040 or declared unlawful under the Federal Fair Housing Act of 1968 (Public Law 90-284) or the Federal Fair Housing Amendments Act of 1988 (Public Law 100-430).
- F. "Familial status" means one or more individuals (who have not attained the age of eighteen years) being domiciled with:
 - 1. A parent or another person having legal custody of such individual or individuals; or
 - 2. The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the of eighteen years.

G. "Family" includes a single individual.

- H. "Grievance officer" means the person serving as fair housing grievance officer and includes the assistants, agents or employees assigned to work with the grievance officer.
- . "HandicapDisability" means, with respect to a person:
 - 1. A physical or mental impairment which substantially limits one or more of such person's major life activities;
 - 2. A record of having such an impairment; or
 - 3. Being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. § 802). In this chapter, a reference to "an individual with a handicap" or to "handicap" does not apply to an individual because of that individual's sexual orientation or because that individual is a transvestite.
- J. "Housing unit" means any building, structure, mobile home, or portion thereof, which is occupied, designed, or intended for occupancy by a family or families as a residence, and any vacant land offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.
- K. "Person" includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries whether acting as principal or agent in the transaction, or two or more persons having a joint or common economic interest.
- L. "Person(s) aggrieved" means any person who claims to have been injured by a discriminatory housing practice or who believes that he or she will be injured by a discriminatory practice that is about to occur.
- M. "Rent" includes to lease, sublease, and otherwise grant for a consideration the right to occupy premises not owned by the occupant.

(Ord. 11230 § 1 (part), 1992)

17.20.040 - Unlawful discriminatory housing practices.

- A. It is unlawful for a person, on the basis of race, color, <u>sexsex, sexual orientation, gender identity</u>, religion, national origin, <u>handicapdisability</u> or familial status:
 - To refuse to sell or rent an available housing unit to another person after the other person makes a bona fide offer to buy or rent the housing unit;
 - 2. To refuse to negotiate with a person for the sale or rental of a housing unit;
 - 3. To discriminate against a prospective buyer or renter in connection with the showing of a housing unit;
 - 4. To discriminate against a person in the terms, conditions or privileges of sale or rental of a housing unit, or in the provision of services or facilities in connection therewith;
 - To represent to a person that any housing unit is not available for inspection, sale or rental when such housing unit is in fact so available, or to otherwise make unavailable or deny such housing unit to any person;
 - 6. As to a multiple-listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting housing units:
 - a. To deny a person access to or membership or participation in the service, organization or facility, or

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- b. To discriminate against a person in the terms or conditions of such access, or membership or participation.
- B. It is unlawful:
 - To make an oral or written statement indicating a policy of the actor or of a person represented by the actor to discriminate on the basis of race, color, <u>sexsex</u>, <u>sexual orientation</u>, <u>gender</u> <u>identity</u>, religion, national origin, <u>handicapdisability</u> or familial status in the selling or renting of a housing unit;
 - For gain or profit, to induce or attempt to induce a person to sell or rent a housing unit by a representation that a person of a particular race, color, religion, <u>sexsex</u>, <u>sexual orientation</u>, <u>gender identity</u>, national origin, <u>handicapdisability</u> or familial status is in proximity to, is present in or may enter into the neighborhood in which such housing unit is located;
 - To make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement which with respect to the sale or rental of a housing unit <u>that</u> indicates any preference, limitation or discrimination based on race, color, religion, <u>sexsex</u>, <u>sexual orientation</u>, <u>gender identity</u>, national origin, <u>handicapdisability</u> or familial status or an intention to make any such preference, limitation or discrimination;
 - 4. For a person whose business consists in whole or in part in the making or purchasing of any real estate loans, whether commercial or residential, with respect to such loans or financial assistance for the purpose of purchasing, constructing, improving, repairing, or maintaining a housing unit(s) to make any preferential determinations based on color, <u>sexsex</u>, <u>sexual orientation</u>, <u>gender identity</u>, religion, national origin, <u>handicapdisability</u> or familial status, such acts include but are not limited to the following:
 - a. To deny such loan or other financial assistance to a person, or
 - b. To discriminate against such person in the fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance,
 - c. To refuse to provide loans or other financial assistance to a person, secured by residential real estate.
 - 5. With respect to handicapped persons with disabilities, not to:
 - a. Allow reasonable modifications in existing housing,
 - b. Allow reasonable accommodations in rules, practices, or
 - c. Meet the requirement for new designs and construction all as set forth in the Fair Housing Amendments Act, referenced above. It is expressly intended that this chapter provide at least the minimum coverage allowed by the above-referenced Act, and is in no way intended to reduce the coverage provided by said Act.
 - 6._____To coerce, intimidate, threaten or otherwise interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Sections 803, 804, 805 or 806 of the Federal Act.

(Ord. 11230 § 1 (part), 1992)

17.20.050 - Exemptions.

- A. Nothing in Section 17.20.040 (other than Section 17.20.040(B)(3)) shall apply to:
 - 1. The sale or rental of any single-family house by an owner, provided the following conditions are met:

- The owner does not own or have an interest in more than three such single-family houses a. at any one time.
- The house is sold or rented without the use of a real estate broker, agent or salesperson or b. the facilities of any person in the business of selling or renting dwellings. If the owner selling the house does not reside in it at the time of the sale or was not the most recent resident of the house prior to such sale, the exemption in this paragraph (A)(1) of this section applies to only one such sale in any twenty-four-month period.
- Rooms or units containing living quarters occupied or intended to be occupied by no more than 2. four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his or her residence.
- B Nothing in Section 17.20.040 shall prohibit:
 - A religious organization, association or society, or any nonprofit institution or organization 1 operated, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the sale, rental or occupancy of housing units which it owns or operates to persons of the same religion or from giving preference to such persons, provided that:
 - Such sale, rental or occupancy is not for a commercial purpose, a.
 - -Membership in such religion is not restricted because of race, color, sexsex, sexual h orientation, gender identity, national origin, handicapdisability or familial status;
 - A private club not in fact open to the public, which as an incident to its primary purpose or 2. purposes provides lodging which it owns, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members; provided, that such lodging is not owned or operated for a commercial purpose;
 - Nothing in this chapter shall be deemed to prevent operating housing primarily for persons fifty-3 five or older or sixty-two and older as long as such operations comply with the limitations set forth in the Fair Housing Amendments Act of 1988, referenced in this chapter.
 - Appraisal Exemption. This chapter does not prohibit a person engaged in the business of 4. furnishing appraisals of real property from taking into consideration factors other than race, color, religion, sexsex, sexual orientation, gender identity, handicapdisability, familial status or national origin. Discriminatory appraisals are intended to be specifically prohibited under this chapter;
 - 5. Effect on Other Law.

- This chapter does not affect a reasonable local or state restriction on the maximum number a. of occupants permitted to occupy a dwelling or restriction relating to health or safety standards
- b. This chapter does not affect a requirement of nondiscrimination in any other state or federal law.

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(Ord. 11230 § 1 (part), 1992)

17.20.060 - Fair housing grievance officer—Appointment—Duty to implement and enforcement of provisions.

The city council shall appoint a fair housing grievance officer and provide the grievance officer with a staff adequate to effectively enforce this chapter. The fair housing grievance officer shall implement and enforce this chapter in a manner affirmatively to further the purpose of this chapter. The grievance officer shall cooperate with the secretary of housing and urban development and the attorney general of the United States in the enforcement of the Fair Housing Act of 1968, Public Law 90-284 and the Fair

Housing Amendments Act of 1988, and may assist the secretary or attorney general in any way consistent with the purpose and policy of this chapter.

(Ord. 11230 § 1 (part), 1992)

17.20.070 - Discriminatory housing practices-Reporting.

A. An aggrieved person may report any discriminatory housing practice to the grievance officer and may file a complaint not more than one hundred and eighty days after the commission of the practice of which complaint is made. A complaint may also be filed by the grievance officer, if such officer has evidence to believe that a person has committed a discriminatory housing practice.

B. The grievance officer shall treat a complaint referred by the secretary of housing and urban development or the attorney general of the United States under the Fair Housing Act of 1968, Public Law 90-284 and the Fair Housing Amendments Act of 1988, as a complaint filed under subsection A of this section.

C. A complaint shall be in writing, verified, and contain the following information:

- 1. Name of aggrieved person;
- 2. Street address of current residence of aggrieved person;
- 3. Telephone number, if any, of aggrieved person;
- 4. Name of actor;
- 5. Street address of actor, if known to the aggrieved person;
- 6. Date of alleged discriminatory practice;
- 7. Street address of property involved;

 General statement of facts pertaining to the offense, including the basis of the alleged discriminatory practice (race, color, religion, sex, sexual orientation, gender identity, familial status, disability or national origin);

- 9. Date of filing complaint;
- 10. Signature of aggrieved person;

11. If complainant is other than aggrieved person, the signature, name and street address of the complainant, in addition to the preceding information.

D. Not more than ten working days after the filing of complaint by certified mail, the grievance officer shall notify the actor named in the complaint that:

1. A complaint alleging the commission of a discriminatory housing practice has been filed against the actor and of his rights. The grievance officer shall furnish a copy of the complaint to the actor;

2. The actor may file a verified written answer to the complaint within seven days after the complaint is received by the actor.

E. A complaint or answer may be reasonably and fairly amended at any time. The grievance officer by certified mail shall furnish a copy of each amended complaint or answer the actor or the complaint, respectively, as promptly as practicable.

F. The grievance officer and staff may not make public, without the written consent of the persons concerned, the name of the actor or the aggrieved person or any information relative to a complaint, before the grievance officer notifies the city attorney of a discriminatory housing practice alleged to have been committed in a complaint or while the complaint is in the process of being investigated and prior to completion of all negotiations.

(Ord. 11230 § 1 (part), 1992)

17.20.080 - Discriminatory housing practices-Investigation.

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A. Upon receiving a properly completed complaint, the grievance officer must process the complaint no later than thirty days. The grievance officer must also serve notice upon the complainant acknowledging the filing and advising the complainant of the time limits and forums provided under the law. The grievance officer must complete its investigation of the complaint within one hundred days of the date of the receipt of the complaint if impracticable to do so, the officer must notify the complainant and the respondent actor in writing of this fact and the reason(s) for same.

B. If the grievance officer determines that there is not probable cause to believe that a particular alleged or suspected discriminatory housing practice has been committed, the grievance officer shall take no further action with respect to the alleged or suspected discriminatory housing practice.

C. The grievance officer shall have comprehensive authority, including but not limited to subpoena power to investigate allegations of complaints.

(Ord. 11230 § 1 (part), 1992)

17.20.090 - Discriminatory housing practices-Conciliation.

A. It is required that conciliation be attempted during the period after the filing of the complaint and prior to the filing of a charge or dismissal.

B. It is required that any conciliation agreement arising out of conciliation efforts by the grievance officer shall be an agreement between the actor and the complainant and shall be subject to the grievance officer's approval. Such conciliation shall be made public unless the complainant and respondent actor otherwise agree and the grievance officer determines that disclosure is not required to further the purposes of the law.

C. If the grievance officer determines that there is probable cause to believe that a discriminatory housing practice alleged in a complaint has been committed, the grievance officer and the actor, or a person who owns, controls or manages the housing unit involved in the discriminatory practice, or a person who employs the actor, may voluntarily enter into a conciliation agreement.

D. If a conciliation agreement is executed under this section, a party to the agreement may not be prosecuted in municipal court for an offense specified in the agreement (as provided under subsection F(1) of this section) unless the grievance officer determines that the agreement has been violated and notifies the city attorney in writing of the violation.

E. A conciliation agreement must be in writing in a form approved by the city attorney and must be signed and verified by the grievance officer and each other party to the agreement. A conciliation agreement that is not executed before the expiration of thirty days after the notification to the actor (as required under Section 17.20.070(D)) must be specifically approved by the city attorney prior to its execution. A conciliation agreement is executed upon its signing and verification by all parties to the agreement.

F. A conciliation agreement executed under this section must contain:

1. An identification of the discriminatory housing practice and corresponding actor that gives rise to the conciliation agreement under subsection C of this section and the identification of any other discriminatory housing practice and actor that the parties agree to make subject to the limitation on prosecution in subsection D of this section; and

2. Identification of the housing unit subject to the conciliation agreement; and

3. A statement that each party entering into the conciliation agreement with the grievance officer agrees:

a. Not to violate this chapter or the conciliation agreement, and

b. To file with the grievance officer a monthly activity report, in accordance with the following regulations:

i. If the practice giving rise to the conciliation agreement under subsection C of this section involves:

(A) An actor who engages in a business relating to the selling or renting of housing units, or

(B) A housing unit occupied or intended for occupancy on a rental or sale basis, or

(C) A violation of Section 17.20.040(B)(4). The activity report must state, with respect to each person of the specified class discrimination in the complaint who in person contacts a party to the conciliation agreement concerning the sale, rental or financing of a housing unit, the name and street address and telephone number, if any, of such person, the date of each contact and the result of each contact,

ii. If the practice giving rise to the conciliation agreement under subsection C of this section involves a violation of Section 17.20.040(B)(2), the activity report must state the number and manner of solicitations concerning housing units made by the party and the approximate boundaries of each neighborhood in which the solicitations are made,

iii. The party who prepares the activity report shall sign and verify the report,

iv. An activity report must be filed each month with the grievance officer on the date specified in the conciliation agreement for a period of not less than three months nor more than twenty-four months, as required by the conciliation agreement.

G. In addition to the requirements of subsection F of this section, a conciliation agreement may include any other term or condition agreed to by the parties.

H. If the grievance officer determines that a conciliation agreement has been violated, the grievance officer shall give written notice by certified mail to all actors subject to the agreement.

I. The grievance officer must make a final administrative disposition of a complaint within one year of the date of receipt of the complaint, unless it is impracticable to do so. If it is impracticable, the grievance officer shall notify the complainant and actor in writing.

(Ord. 11230 § 1 (part), 1992)

17.20.100 - Violation of conciliation agreement.

A. A person commits an offense if, after such person and the grievance officer execute a conciliation agreement under Section 17.20.090, such person violates Section 17.20.090(F)(3)(a) or (b).

B. It is no defense to prosecution under this section that, with respect to a discriminatory housing practice gave rise to the conciliation agreement under Section 17.20.090(C):

1. The actor did not commit the offense; or

2. The grievance officer did not have probable cause to believe the offense was committed.

(Ord. 11230 § 1 (part), 1992)

17.20.105 - Remedies-Prompt judicial action.

The grievance officer shall have authority to seek prompt judicial action for appropriate temporary or preliminary relief pending final disposition of a complaint if the grievance officer concludes such action is necessary to carry out the purposes of the law or this chapter.

(Ord. 11230 § 1 (part), 1992)

17.20.110 - Discriminatory housing practices—Notification of city attorney.

A. Except as otherwise provided in subsection B of this section, if the grievance officer determines that there is probable cause to believe that a discriminatory housing practice alleged in a complaint has been committed, the grievance officer shall promptly notify the city attorney in writing of the identification of the actor and the discriminatory housing practice and direct that appropriate action be taken using the grievance officer's subpoena power if necessary. The grievance officer has the power to grant actual damages or to arrange to have the dispute adjudicated in court, at the expense of the office of the grievance officer, the claim to an award of actual damages, to an aggrieved person. The grievance officer is further authorized to seek injunctive or equitable relief in a court of competent jurisdiction, as well as

assess a civil penalty or arrange to have the matter adjudicated in court at the grievance officer's agency's expenses, and may assess an award of punitive damages against the actor. It is further intended that the complainant may instead seek enforcement through a judicial election procedure with the remedies available under the above-referenced Act brought at the grievance officer's expense on behalf of the complainant.

B. After the grievance officer attempts a conciliation under Section 17.20.090, the grievance officer may postpone the notification to the city attorney required under subsection A of this section for a period of not more than thirty days after notification to the actor of a complaint (as required under Section 17.20.070(D)). However, if a conciliation agreement is executed during the thirty-day period of postponement, the grievance officer is not required to notify the city attorney of the identification of the actor or of a discriminatory housing practice specified in the conciliation agreement (as provided in Section 17.20.090(F)(1)) unless the grievance officer determines that the agreement has been violated.

C. Notification required under subsection A of this section is not a prerequisite to prosecution or referral to HUD as a discriminatory housing practice under this chapter. This section does not limit any communications, otherwise lawful, between the grievance officer and the city attorney.

(Ord. 11230 § 1 (part), 1992)

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17.20.120 - Discriminatory housing practices—Dismissal of complaint.

If, after the city attorney files a complaint in the municipal court charging an actor with a discriminatory housing practice, a conciliation agreement is executed under Section 17.20.090 before commencement of trial on the discriminatory housing practice, the city attorney may cease prosecution and move for dismissal of the complaint.

(Ord. 11230 § 1 (part), 1992)

17.20.125 - Enforcement by private persons.

This chapter may be enforced by an aggrieved person by the commencement of an action in an appropriate court not less than one year after the occurrence or termination of an alleged discriminatory housing practice; said court may: (1) award the plaintiff actual and punitive damages; (2) grant as relief as it deems appropriate, any temporary or permanent injunction, temporary restraining order, or other order, and allow reasonable attorneys' fees and costs. It is expressly intended that any grievance officer's actions are subject to judicial review upon application by any party aggrieved by a final order of such grievance officer. Such review process must include access to all remedies contemplated by the Fair Housing Act. Such court's authority must include authority to grant the petitioner, or any other party, such temporary relief, restraining order, or other order as the court determines is just and proper; to affirm, modify, set aside in whole or in part, the order, or remand the order for further proceedings and enforce the order to the extent the order is affirmed or modified.

(Ord. 11230 § 1 (part), 1992)

17.20.130 - Discriminatory housing practices—Additional remedies.

The procedures prescribed by this chapter do not constitute an administrative prerequisite to another action or remedy available under other law.

(Ord. 11230 § 1 (part), 1992)

17.20.140 - Educational and public information activities.

The grievance officer may conduct such educational and public information activities as are designed to promote the policy of this chapter.

(Ord. 11230 § 1 (part), 1992)

17.20.150 - Violation-Penalty.

Any person who violates this chapter is guilty of a separate offense for each day or portion of a day on which the violation is committed, and each offense is punishable by a fine of not more than five hundred dollars.

(Ord. 11230 § 1 (part), 1992)



Legislation Text

File #: 21-53, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 4

Capital Improvement Department, Sam Rodriguez, (915) 212-0065 Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

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

SUBGOAL: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life

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.

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

Award Summary:

Discussion and action on the award of Solicitation 2021-0252 Metro 31 Flood Zone Mitigation to ZTEX CONSTRUCTION, INC. for an estimated total award of \$1,176,885.77. This award will support the improvements to the commercial development known as Northgate, located at the intersection of Diana and Dyer Street.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC. El Paso, TX
Item(s):	All
Initial Term:	300 Consecutive Calenday Days
Base Bid I:	\$1,176,885.77
Total Estimated Award:	\$1,176,885.77
Account No.:	580010 - 480 - 4930 - 48000 - PEDFY18012
	522360 - 480 - 2323 - 48040 - PEDFY18012
	580170 - 480 - 4741 - 48040 - PEDFY18012
	580160 - 480 - 4741 - 48040 - PEDFY18012
	580270 - 480 - 4741 - 48040 - PEDFY18012
Funding Source:	2017 Certificates of Obligation and Economic Development
Incent	ives
District(s):	4

File #: 21-53, Version: 1

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC., lowest responsive and responsible bidder.

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

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

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

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Capital Improvement
AGENDA DATE:	January 19, 2021
CONTACT PERSON/PHONE:	Sam Rodriguez, Chief Operations & Transportation Officer (915) 212-1845 Bruce D. Collins, Purchasing Director (915) 212-1181
DISTRICT(S) AFFECTED:	4
STRATEGIC GOAL	NO. 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.

SUBJECT:

Discussion and action on the award of solicitation 2021-0252 Metro 31 Flood Zone Mitigation to ZTEX CONSTRUCTION, INC. for an estimated total award of \$1,176,885.77. This award will support the improvements to the commercial development known as Northgate, located at the intersection of Diana and Dyer Street.

BACKGROUND / DISCUSSION:

This work consists of improvements to the commercial development known as Northgate, located at the intersection of Diana and Dyer Street. Northgate is a commercial property that is partially developed and includes the recently constructed Sun Metro Transfer Station, the Low-Income Housing Development, Metro 31 Avenue (which is an 839 linear foot road off of Diana) and Gallivant Place (which is a 568 linear foot road off of Wren Ave). The surrounding private properties consist of commercial and residential lots.

SELECTION SUMMARY:

Solicitation was advertised on October 27, 2020, and November 3, 2020. The solicitation was posted on City website on October 27, 2020. The email (Purmail) notification was sent out on October 29, 2020. There were a total of ninety-nine (99) viewers online; fifteen (15) bids were received; fourteen (14) being local suppliers.

PROTEST

No protest received for this requirement.

Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? \Box Yes or \boxtimes Not Applicable (Routine) If yes, select the applicable districts.

District 1	
District 2	
District 3	
District 4	
PPS FORM 001, Rev. 3, 8/9/201	6
(Discard Previous Versions)	

District 5
District 6
District 7
District 8
All Districts

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,176,885.77

Source: 580010 - 480 - 4930 - 48000 - PEDFY18012 522360 - 480 - 2323 - 48040 - PEDFY18012 580170 - 480 - 4741 - 48040 - PEDFY18012 580160 - 480 - 4741 - 48040 - PEDFY18012 580270 - 480 - 4741 - 48040 - PEDFY18012

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:

erry DeMuro/for

Sam Rodriguez, Chief Operations & Transportation Officer

COUNCIL PROJECT FORM (Low Bid)

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **JANUARY 19, 2021**.

STRATEGIC GOAL 7 – Enhance and Sustain El Paso's Infrastructure Network

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

Award Summary:

Discussion and action on the award of solicitation 2021-0252 Metro 31 Flood Zone Mitigation to ZTEX CONSTRUCTION, INC. for an estimated total award of \$1,176,885.77. This award will support the improvements to the commercial development known as Northgate, located at the intersection of Diana and Dyer Street.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC.
	El Paso, TX
Item(s):	All
Initial Term:	300 Consecutive Calendar Days
Base Bid I:	\$1,176,885.77
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	580170 - 480 - 4741 - 48040 - PEDFY18012
	580160 - 480 - 4741 - 48040 - PEDFY18012
	580270 - 480 - 4741 - 48040 - PEDFY18012
Funding Source:	2017 Certificates of Obligation and Economic Development Incentives
District(s):	4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC., lowest responsive and responsible bidder.

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

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

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

	2021-0252 Metro 31 Flood Zone Mitigation Bid Tab Summary								
	Contractor's Name	Sum Total Base Bid and Mobilization							
1	ZTEX Construction, Inc	\$1,176,885.77							
2	Jordan Foster Construction , LLC	\$1,223,081.70							
3	J.A.R Concrete Inc.	\$1,497,289.00							
4	International Eagle Enterprises, Inc	\$1,499,545.00							
5	Lesna Construction, Inc	\$1,532,552.50							
6	Martinez Bros Contractors	\$1,572,927.51							
7	Spartan Construction of Texas, Inc	\$1,838,351.63							
8	Del Mar Contracting, Inc	\$1,847,866.23							
9	Allen Concrete, LLC	\$1,964,901.80							
10	MFH Environmental Corp.	\$1,980,921.66							
11	J.D Abrams L.P	\$1,987,007.28							
12	Tao Industries Inc dba Hawk Construction	\$2,050,004.00							
13	Horizone Construction 1 LTD	\$2,264,632.85							
14	Synergy Project Contractors, Inc	\$2,368,863.55							
15	Perikin Enterprises, LLC	\$3,476,706.24							



BID DATE: December 9, 2020

CITY OF EL PASO BID TABULATION FORM



BID TITLE: Metro 31 Flood Zone Mitigation

BID NO: 2021-0252 DEPARTMENT: CAPITAL IMPROVEMENT

DID DATE. December 5, 2020 DEFACTMENT. CAPITAL INF									
				Allen Concrete LLc El Paso, TX BIDDER 1 OF 15		Del Mar Contracting , Inc El Paso, TX BIDDER 2 OF 15		Horizone Construction 1 LTD El Paso, TX BIDDER 3 OF 15	
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
					BASE BID				
1.	1	LS	Storm Water Pollution Prevention Measures, Complete in Place	\$45,000.00	\$45,000.00	\$16,000.00	\$16,000.00	\$18,275.00	\$18,275.00
2.	1	LS	Traffic Control, Complete in Place	\$18,000.00	\$18,000.00	\$9,000.00	\$9,000.00	\$4,450.00	\$4,450.00
3.	55,718	SY	Removal and Disposal of Existing Hot Mix Asphaltic Concrete (HMAC) Pavement & 6" Over-Ex of Base Course Layer	\$4.20	\$234,015.60	\$1.25	\$69,647.50	\$2.00	\$111,436.00
4.	13,303	SY	Clear & Grub (Non Paved Areas) (6" Depth)	\$2.85	\$37,913.55	\$1.00	\$13,303.00	\$0.72	\$9,578.16
5.	1	LS	Removal and Disposal of Existing Trees, Shrubs, and Native Vegetation	\$5,200.00	\$5,200.00	\$10,000.00	\$10,000.00	\$9,200.00	\$9,200.00
6.	2,084	LF	Removal and Disposal of Existing Chain-link Fence & Gates	\$4.50	\$9,378.00	\$4.00	\$8,336.00	\$5.10	\$10,628.40
7.	3,184	LF	Removal and Disposal of Existing Curb & Gutter	\$2.50	\$7,960.00	\$4.00	\$12,736.00	\$5.20	\$16,556.80
8.	5,424	SF	Removal and Disposal of Abandoned Sun Metro Bus Depot Facility	\$7.35	\$39,866.40	\$0.60	\$3,254.40	\$5.50	\$29,832.00





BID TITLE: Metro 31 Flood Zone Mitigation

BID NO: 2021-0252 DEPARTMENT: CAPITAL IMPROVEMENT

BID DATE: December 9 , 2020 DEPARTMENT: CAPITAL IMPROVEMENT										
					Allen Concrete, LLC El Paso, TX BIDDER 1 OF 15		Del Mar Contracting, Inc El Paso, TX BIDDER 2 OF 15		Horizone Construction 1 LTD El Paso, TX BIDDER 3 OF 15	
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
					BASE BID					
9.	35	SY	Removal and Disposal of Existing Concrete Pads	\$25.00	\$875.00	\$15.00	\$525.00	\$77.40	\$2,709.00	
10.	1	LS	Removal and Disposal of Existing Inlet	\$3,200.00	\$3,200.00	\$1,000.00	\$1,000.00	\$1,350.00	\$1,350.00	
11.	25	EA	Removal and Disposal of Existing Bollards	\$120.00	\$3,000.00	\$50.00	\$1,250.00	\$152.00	\$3,800.00	
12.	1	LS	Removal and Disposal of Existing Underground Septic Tank System	\$2,400.00	\$2,400.00	\$1,300.00	\$1,300.00	\$2,400.00	\$2,400.00	
13.	1	LS	Removal and Disposal of Existing Grease Trap System	\$2,400.00	\$2,400.00	\$1,200.00	\$1,200.00	\$2,700.00	\$2,700.00	
14.	3	EA	Removal and Disposal of Existing Parking Light Pole and Foundation	\$2,500.00	\$7,500.00	\$1,500.00	\$4,500.00	\$1,250.00	\$3,750.00	
15.	1	EA	Removal and Disposal of Existing Light Pole Concrete Base	\$2,500.00	\$2,500.00	\$450.00	\$450.00	\$870.00	\$870.00	

455





BID TITLE: Metro 31 Flood Zone Mitigation

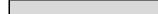
BID NO: 2021-0252

BID DATE: December 9, 2020 DEPARTMENT: CAPITAL IMPROVEMENT											
				Aller	Allen Concrete, LLC		r Contracting, Inc	Horizone	Construction 1 LTD		
					El Paso, TX DDER 1 OF 15	El Paso, TX BIDDER 2 OF 15		El Paso, TX BIDDER 3 OF 15			
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS		
					BASE BID						
			Removal and Disposal of Existing EPE						\$12,500.00		
16.	5	EA	Utility Pole & Overhead Electrical	\$3,500.00	\$17,500.00	\$200.00	\$1,000.00	\$2,500.00	Contractor's Price: \$2,500.00		
17.	1	EA	Removal and Disposal of Existing Abandoned AT&T Service Manhole	\$2,800.00	\$2,800.00	\$1,000.00	\$1,000.00	\$1,900.00	\$1,900.00		
18.	585	LF	Capping, Removal, and Disposal of Existing 8" Sanitary Sewer Main	\$6.00	\$3,510.00	\$12.00	\$7,020.00	\$8.60	\$5,031.00		
19.	414	LF	Capping, Removal, and Disposal of Existing 8" Domestic Water Main	\$6.00	\$2,484.00	\$12.00	\$4,968.00	\$9.60	\$3,974.40		
20.	36	LF	Removal and Disposal of Existing 24" HDPE Storm Sewer Pipe	\$125.00	\$4,500.00	\$12.00	\$432.00	\$70.75	\$2,547.00		
21.	14,561	CY	Earthworks (Cut to Fill)	\$2.50	\$36,402.50	\$6.40	\$93,190.40	\$3.00	\$43,683.00		
22.	91,538	CY	Earthworks (Imported Select Fill)	\$12.50	\$1,144,225.00	\$14.85	\$1,359,339.30	\$19.18	\$1,755,698.84		





BID NO: 2021-0252 BID TITLE: Metro 31 Flood Zone Mitigation BID DATE: December 9, 2020 DEPARTMENT: CAPITAL IMPROVEMENT Allen Concrete, LLC **Del Mar Contracting, Inc** Horizone Construction 1 LTD El Paso, TX El Paso, TX El Paso, TX **BIDDER 1 OF 15** BIDDER 2 OF 15 BIDDER 3 OF 15 TOTAL AMOUNT TOTAL AMOUNT TOTAL AMOUNT (QUANTITY X UNIT (QUANTITY X UNIT UNIT PRICE (QUANTITY X UNIT PRICE) UNIT PRICE UNIT PRICE ITEM APX QTY UNIT **BRIEF DESCRIPTION OF ITEM** PRICE) PRICE) NO. (IN FIGURES) DO NOT ROUND (IN FIGURES) (IN FIGURES) DO NOT ROUND DO NOT ROUND ONLY TWO DECIMALS ONLY TWO DECIMALS ONLY TWO DECIMALS BASE BID Furnish, Install and Implement Trench LF 23. 735 \$6.50 \$4,777.50 \$4.00 \$2,940.00 \$3.45 \$2,535.75 Safety System 24. LF Furnish and Install 12" HDPE Pipe \$52.00 \$18,980.00 \$33.00 \$12,045.00 \$11,369.75 365 \$31.15 LF 25. 370 Furnish and Install 18" HDPE Pipe \$66.50 \$24.605.00 \$50.00 \$18,500.00 \$46.35 \$17.149.50 Furnish and Install Reinforced 26. ΕA Concrete Outfall Structure, Complete \$4,250.00 \$4,250.00 \$8,500.00 \$8,500.00 \$4,400.00 \$4,400.00 1 in Place Furnish and Install 6" to 8" Loose Rock SF 27. 23,945 \$5.50 \$131,697.50 \$2.00 \$47,890.00 \$2.25 \$53,876.25 Rip Rap with Geofabric, Complete in Place Furnish and Install 12" Loose Rock Rip 28. 6 CY \$95.00 \$570.00 \$200.00 \$1,200.00 \$198.50 \$1,191.00 Rap, Complete in Place Furnish and Install 4" Reinforced 29. SF \$12.50 \$4,375.00 \$7.80 \$2,730.00 350 \$13.10 \$4,585.00 Concrete Weir, Complete in Place Furnish and Install 48" Pre-Cast 30. 7 EΑ \$5,250.00 \$36,750.00 \$4,000.00 \$28,000.00 \$4,650.00 \$32,550.00 Concrete Manholes



457



BID DATE: December 9, 2020

CITY OF EL PASO BID TABULATION FORM



BID TITLE: Metro 31 Flood Zone Mitigation

BID NO: 2021-0252

DEPARTMENT: CAPITAL IMPROVEMENT	
Herizard Construction 41 TD	

					Allen Concrete, LLC El Paso, TX BIDDER 1 OF 15		Del Mar Contracting, Inc El Paso, TX BIDDER 2 OF 15		Horizone Construction 1 LTD El Paso, TX BIDDER 3 OF 15	
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
					BASE BID					
31.	504	LF	Furnish and Install 6' Chain-link Fence and Accessories	\$25.00	\$12,600.00	\$29.00	\$14,616.00	\$25.25	\$12,726.00	
32.	2	EA	Furnish and Install 9' Chain-link Gates and Accessories, Complete in Place	\$600.00	\$1,200.00	\$1,600.00	\$3,200.00	\$1,275.00	\$2,550.00	
33.	2	EA	Furnish and Install No Trespassing Warning Sign, Complete in Place	\$450.00	\$900.00	\$400.00	\$800.00	\$415.00	\$830.00	
34					Left Blank Intentionally					
	SUM TOTAL BASE BID (ITEMS 1 THRU 34)			\$1,871,335.05		\$1,759,872.60		\$2,196,632.85		
	MOBILIZATION (NOT TO EXCEED 5%)			\$93,566.75		\$87,993.63 Contractor's Price: \$90,000.00		\$68,000.00		
	SUM TOTAL (BASE BID I AND MOBILIZATION)			\$1,964,901.80		\$1,847,866.23 Contractor's Price: \$1,849,872.60		\$2,264,632.85		
	AMENDMENTS ACKNOWLEDGED				Yes		Yes		Yes	
BID BOND SUBMITTED			BID BOND SUBMITTED		Yes	Yes		Yes		

458



1

2.

3.

4.

5.

6.

7.

8.

5.424

SF

Removal and Disposal of Abandoned

Sun Metro Bus Depot Facility

BID TITLE: Metro 31 Flood Zone Mitigation

CITY OF EL PASO

BID TABULATION FORM



BID NO: 2021-0252

TOTAL AMOUNT

(QUANTITY X UNIT

PRICE)

DO NOT ROUND

\$100,000.00

\$7,300.00

\$997,352.20

\$2,128.48

\$129,000.00

\$12,504.00

\$6.368.00

\$650.88

\$0.12

BID DATE: December 9, 2020 **DEPARTMENT: CAPITAL IMPROVEMENT** International Eagle Enterprises, Inc J.A.R Concrete Inc. J.D Abrams L.P El Paso, TX El Paso, TX El Paso, TX **BIDDER 4 OF 15 BIDDER 5 OF 15** BIDDER 6 OF 15 TOTAL AMOUNT TOTAL AMOUNT (QUANTITY X UNIT UNIT PRICE ITEM UNIT PRICE (QUANTITY X UNIT PRICE) UNIT PRICE APX QTY UNIT **BRIEF DESCRIPTION OF ITEM** PRICE) NO. (IN FIGURES) DO NOT ROUND (IN FIGURES) (IN FIGURES) DO NOT ROUND ONLY TWO DECIMALS ONLY TWO DECIMALS ONLY TWO DECIMALS BASE BID Storm Water Pollution Prevention LS \$20,000.00 \$20,000.00 \$41,241.00 \$41,241.00 \$100,000.00 1 Measures, Complete in Place LS Traffic Control, Complete in Place \$15,000.00 \$15,000.00 \$18,000.00 \$18,000.00 \$7,300.00 1 Removal and Disposal of Existing Hot Mix Asphaltic Concrete (HMAC) 55,718 SY \$2.00 \$111,436.00 \$3.00 \$167,154.00 \$17.90 Pavement & 6" Over-Ex of Base Course Laver Clear & Grub (Non Paved Areas) (6" 13,303 SY \$1.50 \$19,954.50 \$2.00 \$26,606.00 \$0.16 Depth) Removal and Disposal of Existing 1 LS \$5,000.00 \$5,000.00 \$3,500.00 \$3,500.00 \$129,000.00 Trees, Shrubs, and Native Vegetation Removal and Disposal of Existing LF \$3.00 \$6.252.00 \$3.00 \$6.252.00 2.084 \$6.00 Chain-link Fence & Gates Removal and Disposal of Existing Curb 3.184 LF \$10.00 \$31.840.00 \$5.50 \$17.512.00 \$2.00 & Gutter

\$6.00

459

\$32,544,00

\$0.25

\$1.356.00





BID NO: 2021-0252

DEPARTMENT: CAPITAL IMPROVEMENT

BID TITLE: Metro 31 Flood Zone Mitigation

BID DATE: December 9 , 2020

				International Eagle Enterprises, Inc		J.A.R Concrete Inc.		J.D Abrams L.P		
					El Paso, TX	El Paso, TX		El Paso, TX		
				BI	DDER 4 OF 15	BID	DER 5 OF 15	BID	DER 6 OF 15	
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
					BASE BID					
9.	35	SY	Removal and Disposal of Existing Concrete Pads	\$50.00	\$1,750.00	\$65.00	\$2,275.00	\$150.00	\$5,250.00	
10.	1	LS	Removal and Disposal of Existing Inlet	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$25,000.00	\$25,000.00	
11.	25	EA	Removal and Disposal of Existing Bollards	\$100.00	\$2,500.00	\$125.00	\$3,125.00	\$200.00	\$5,000.00	
12.	1	LS	Removal and Disposal of Existing Underground Septic Tank System	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00	\$35,000.00	\$35,000.00	
13.	1	LS	Removal and Disposal of Existing Grease Trap System	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	
14.	3	EA	Removal and Disposal of Existing Parking Light Pole and Foundation	\$350.00	\$1,050.00	\$1,000.00	\$3,000.00	\$300.00	\$900.00	
15.	1	EA	Removal and Disposal of Existing Light Pole Concrete Base	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	





BID TI	TLE: Metro	o 31 Floo	od Zone Mitigation						BID NO: 2021-0252
BID D	ATE: Dece	mber 9,	2020					DEPARTMENT:	CAPITAL IMPROVEMENT
				International Eagle Enterprises, Inc El Paso, TX BIDDER 4 OF 15		J.A.R Concrete Inc. El Paso, TX BIDDER 5 OF 15		J.D Abrams L.P El Paso, TX BIDDER 6 OF 15	
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
					BASE BID				
16.	5	EA	Removal and Disposal of Existing EPE Utility Pole & Overhead Electrical	\$1,000.00	\$5,000.00	\$475.00	\$2,375.00	\$5,500.00	\$27,500.00
17.	1	EA	Removal and Disposal of Existing Abandoned AT&T Service Manhole	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
18.	585	LF	Capping, Removal, and Disposal of Existing 8" Sanitary Sewer Main	\$20.00	\$11,700.00	\$15.00	\$8,775.00	\$4.50	\$2,632.50
19.	414	LF	Capping, Removal, and Disposal of Existing 8" Domestic Water Main	\$25.00	\$10,350.00	\$25.00	\$10,350.00	\$7.00	\$2,898.00
20.	36	LF	Removal and Disposal of Existing 24" HDPE Storm Sewer Pipe	\$50.00	\$1,800.00	\$85.00	\$3,060.00	\$10.00	\$360.00
21.	14,561	CY	Earthworks (Cut to Fill)	\$3.00	\$43,683.00	\$3.00	\$43,683.00	\$4.97	\$72,368.17
22.	91,538	CY	Earthworks (Imported Select Fill)	\$10.00	\$915,380.00	\$9.50	\$869,611.00	\$1.07	\$97,945.66



CITY OF EL PASO

BID TABULATION FORM



BID NO: 2021-0252

DEPARTMENT: CAPITAL IMPROVEMENT

BID TITLE: Metro 31 Flood Zone Mitigation

BID DATE: December 9, 2020

			I Eagle Enterprises, Inc El Paso, TX DDER 4 OF 15	J.A.R Concrete Inc. El Paso, TX BIDDER 5 OF 15		J.D Abrams L.P El Paso, TX BIDDER 6 OF 15			
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
					BASE BID	1			
23.	735	LF	Furnish, Install and Implement Trench Safety System	\$4.00	\$2,940.00	\$2.00	\$1,470.00	\$10.00	\$7,350.00
24.	365	LF	Furnish and Install 12" HDPE Pipe	\$30.00	\$10,950.00	\$40.00	\$14,600.00	\$90.00	\$32,850.00
25.	370	LF	Furnish and Install 18" HDPE Pipe	\$40.00	\$14,800.00	\$50.00	\$18,500.00	\$130.00	\$48,100.00
26.	1	EA	Furnish and Install Reinforced Concrete Outfall Structure, Complete in Place	\$7,000.00	\$7,000.00	\$18,500.00	\$18,500.00	\$25,000.00	\$25,000.00
27.	23,945	SF	Furnish and Install 6" to 8" Loose Rock Rip Rap with Geofabric, Complete in Place	\$3.50	\$83,807.50	\$3.00	\$71,835.00	\$6.00	\$143,670.00
28.	6	СҮ	Furnish and Install 12" Loose Rock Rip Rap, Complete in Place	\$250.00	\$1,500.00	\$495.00	\$2,970.00	\$295.00	\$1,770.00
29.	350	SF	Furnish and Install 4" Reinforced Concrete Weir, Complete in Place	\$6.00	\$2,100.00	\$35.00	\$12,250.00	\$25.00	\$8,750.00
30.	7	EA	Furnish and Install 48" Pre-Cast Concrete Manholes	\$4,000.00	\$28,000.00	\$7,000.00	\$49,000.00	\$5,000.00	\$35,000.00

			International Eagle Enterprises, Inc		J.A.R Concrete Inc.		J.D Abrams L.P			
				El Paso, TX		El Paso, TX		El Paso, TX		
				BIDDER 4 OF 15		BIDDER 5 OF 15		BIDDER 6 OF 15		
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
	•				BASE BID					
31.	504	LF	Furnish and Install 6' Chain-link Fence and Accessories	\$22.00	\$11,088.00	\$30.00	\$15,120.00	\$60.00	\$30,240.00	
32.	2	EA	Furnish and Install 9' Chain-link Gates and Accessories, Complete in Place	\$4,800.00	\$9,600.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	
33.	2	EA	Furnish and Install No Trespassing Warning Sign, Complete in Place	\$860.00	\$1,720.00	\$750.00	\$1,500.00	\$2,500.00	\$5,000.00	
34					Left Blank Intentionally					
	s	им тот	AL BASE BID (ITEMS 1 THRU 34)	\$1,434,545.00		\$1,451,520.00		\$1,892,387.89		
			MOBILIZATION		¢65.000.00		AE 760 00		\$94,619.39	
			(NOT TO EXCEED 5%)		\$65,000.00		\$45,769.00	Contracto	r's Price: \$99,000.00	
								\$	1,987,007.28	
	SUM TOTAL (BASE BID I AND MOBILIZATION)		\$1,499,545.00		\$1,497,289.00		Contractor's Price: \$1,991,387.89			
		AME	NDMENTS ACKNOWLEDGED	Yes		Yes		Yes		
			BID BOND SUBMITTED		Yes		Yes		Yes	

BID TITLE: Metro 31 Flood Zone Mitigation

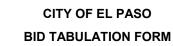
BID DATE: December 9 , 2020

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BID NO: 2021-0252

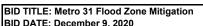
DEPARTMENT: CAPITAL IMPROVEMENT







	TLE: Metro ATE: Dece		od Zone Mitigation 2020					DEPARTMENT	BID NO: 2021-0252 CAPITAL IMPROVEMENT	
				Jordan Foster Construction , LLC		Lesna Construction, Inc		Martinez Bros Contractors		
					El Paso, TX	E	El Paso, TX		El Paso, TX	
				BI	DDER 7 OF 15	BIC	DER 8 OF 15	BIDDER 9 OF 15		
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
	1	1			BASE BID	Π		T		
1.	1	LS	Storm Water Pollution Prevention Measures, Complete in Place	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$11,250.00	\$11,250.00	
2.	1	LS	Traffic Control, Complete in Place	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$60,000.00	\$60,000.00	
3.	55,718	SY	Removal and Disposal of Existing Hot Mix Asphaltic Concrete (HMAC) Pavement & 6" Over-Ex of Base Course Layer	\$1.00	\$55,718.00	\$3.00	\$167,154.00	\$1.25	\$69,647.50	
4.	13.303	SY	Clear & Grub (Non Paved Areas) (6"	\$0.50	\$6.651.50	\$2.00	\$26,606.00	\$0.94	\$12,504.82	
4.	13,303	51	Depth)	φ0.00	φ0,031.30	φ2.00	\$20,000.00	φ0. 9 4	Contractor's Price \$12,471.56	
5.	1	LS	Removal and Disposal of Existing Trees, Shrubs, and Native Vegetation	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$6,250.00	\$6,250.00	
6.	2,084	LF	Removal and Disposal of Existing Chain-link Fence & Gates	\$2.00	\$4,168.00	\$2.00	\$4,168.00	\$3.75	\$7,815.00	
			Removal and Disposal of Existing Curb						\$11,398.72	
7.	3,184	LF	& Gutter	\$3.00	\$9,552.00	\$2.00	\$6,368.00	\$3.58	Contractor's price: \$11,393.00	
8.	5,424	SF	Removal and Disposal of Abandoned Sun Metro Bus Depot Facility	\$1.00	\$5,424.00	\$0.25	\$1,356.00	\$2.50	\$13,560.00	



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BID TITLE: Metro 31 Flood Zone Mitigation BID DATE: December 9 , 2020

BID NO: 2021-0252 DEPARTMENT: CAPITAL IMPROVEMENT

0.0 0.										
				Jordan Foster Construction, LLC		Lesna Construction, Inc		Martinez Bros Contractors		
				El Paso, TX	El Paso, TX		El Paso, TX			
				BI	DDER 7 OF 15	BID	DER 8 OF 15	BIC	DER 9 OF 15	
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
				-	BASE BID					
9.	35	SY	Removal and Disposal of Existing Concrete Pads	\$25.00	\$875.00	\$30.00	\$1,050.00	\$125.00	\$4,375.00	
10.	1	LS	Removal and Disposal of Existing Inlet	\$875.00	\$875.00	\$800.00	\$800.00	\$500.00	\$500.00	
11.	25	EA	Removal and Disposal of Existing Bollards	\$87.00	\$2,175.00	\$25.00	\$625.00	\$150.00	\$3,750.00	
12.	1	LS	Removal and Disposal of Existing Underground Septic Tank System	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	
13.	1	LS	Removal and Disposal of Existing Grease Trap System	\$2,400.00	\$2,400.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	
14.	3	EA	Removal and Disposal of Existing Parking Light Pole and Foundation	\$230.00	\$690.00	\$1,745.00	\$5,235.00	\$1,750.00	\$5,250.00	
15.	1	EA	Removal and Disposal of Existing Light Pole Concrete Base	\$700.00	\$700.00	\$920.00	\$920.00	\$500.00	\$500.00	





	ITLE: Metro ATE: Dece		od Zone Mitigation 2020					DEPARTMENT	BID NO: 2021-0252 CAPITAL IMPROVEMENT
				Jordan Fos	ter Construction, LLC	Lesna (Construction, Inc	Martine	z Bros Contractors
					El Paso, TX	El Paso, TX		I	El Paso, TX
				BI	DDER 7 OF 15	BIC	DER 8 OF 15	BIDDER 9 OF 15	
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
					BASE BID				
16.	5	EA	Removal and Disposal of Existing EPE Utility Pole & Overhead Electrical	\$680.00	\$3,400.00	\$2,000.00	\$10,000.00	\$1,875.00	\$9,375.00
17.	1	EA	Removal and Disposal of Existing Abandoned AT&T Service Manhole	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,175.00	\$1,175.00
			Capping, Removal, and Disposal of						\$1,684.80
18.	585	LF	Existing 8" Sanitary Sewer Main	\$7.00	\$4,095.00	\$12.00	\$7,020.00	\$2.88	Contractor's Price: \$1,681.87
19.	414	LF	Capping, Removal, and Disposal of Existing 8" Domestic Water Main	\$3.00	\$1,242.00	\$12.00	\$4,968.00	\$75.00	\$31,050.00
20.	36	LF	Removal and Disposal of Existing 24" HDPE Storm Sewer Pipe	\$11.00	\$396.00	\$15.00	\$540.00	\$112.50	\$4,050.00
04	44.504	01		¢4.00	¢50.044.00	¢5.00	¢70.005.00	\$5.93	\$86,346.73
21.	14,561	CY	Earthworks (Cut to Fill)	\$4.00	\$58,244.00	\$5.00	\$72,805.00		Contractor's Price: \$86,455.93
	0.4 500	<u></u>		* 0.00	A O 4 4 AOO AO	\$ (0, 50	<u></u>	<u> </u>	\$707,588.74
22.	91,538	CY	Earthworks (Imported Select Fill)	\$8.90	\$814,688.20	\$10.50	\$961,149.00	\$7.73	Contractor's Price: \$708,275.27



CITY OF EL PASO

BID TABULATION FORM



DEPARTMENT: CAPITAL IMPROVEMENT

BID NO: 2021-0252

BID TITLE: Metro 31 Flood Zone Mitigation

BID DATE: December 9, 2020

				Jordan Foster Construction, LLC		Lesna Construction, Inc		Martinez Bros Contractors		
					El Paso, TX	E	El Paso, TX	I	El Paso, TX	
				BI	DDER 7 OF 15	BIC	DER 8 OF 15	BID	DER 9 OF 15	
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
					BASE BID					
23.	735	LF	Furnish, Install and Implement Trench Safety System	\$1.00	\$735.00	\$8.00	\$5,880.00	\$3.75	\$2,756.25	
24.	365	LF	Furnish and Install 12" HDPE Pipe	\$49.00	\$17,885.00	\$30.00	\$10,950.00	\$307.50	\$112,237.50	
25.	370	LF	Furnish and Install 18" HDPE Pipe	\$70.00	\$25,900.00	\$40.00	\$14,800.00	\$375.00	\$138,750.00	
26.	1	EA	Furnish and Install Reinforced Concrete Outfall Structure, Complete in Place	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$12,250.00	\$12,250.00	
			Furnish and Install 6" to 8" Loose Rock						\$67,285.45	
27.	23,945	SF	Rip Rap with Geofabric, Complete in Place	\$2.00	\$47,890.00	\$2.50	\$59,862.50	\$2.81	Contractor's Price: \$67,345.31	
28.	6	CY	Furnish and Install 12" Loose Rock Rip Rap, Complete in Place	\$48.00	\$288.00	\$400.00	\$2,400.00	\$112.50	\$675.00	
			- Furnish and Install 4" Reinforced						\$1,092.00	
29.	350	SF	Concrete Weir, Complete in Place	\$5.00	\$1,750.00	\$6.00	\$2,100.00 \$3.12	\$3.12	Contractor's Price: \$1,093.75	
30.	7	EA	Furnish and Install 48" Pre-Cast Concrete Manholes	\$3,700.00	\$25,900.00	\$4,000.00	\$28,000.00	\$13,750.00	\$96,250.00	





BID NO: 2021-0252

BID TITLE: Metro 31 Flood Zone Mitigation

BID D/	ATE: Dece	mber 9	, 2020					DEPARTMENT	CAPITAL IMPROVEMENT	
			Jordan Foster Construction, LLC Lesna Construction, Inc			Construction, Inc	Martinez Bros Contractors			
					El Paso, TX	E	El Paso, TX	1	El Paso, TX	
				BI	DDER 7 OF 15	BIC	DER 8 OF 15	BIDDER 9 OF 15		
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
		-			BASE BID					
31.	504	LF	Furnish and Install 6' Chain-link Fence and Accessories	\$35.00	\$17,640.00	\$24.00	\$12,096.00	\$15.00	\$7,560.00	
32.	2	EA	Furnish and Install 9' Chain-link Gates and Accessories, Complete in Place	\$1,400.00	\$2,800.00	\$1,000.00	\$2,000.00	\$11,250.00	\$22,500.00	
33.	2	EA	Furnish and Install No Trespassing Warning Sign, Complete in Place	\$250.00	\$500.00	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	
34					Left Blank Intentionally					
								\$	1,514,927.51	
	S	им тот	TAL BASE BID (ITEMS 1 THRU 34)	\$	1,165,081.70	\$1	1,467,552.50	Contractor's Price: \$1,515692.96		
			MOBILIZATION (NOT TO EXCEED 5%)		\$58,000.00	\$65,000.00		\$58,000.00		
								\$	1,572,927.51	
SUM TOTAL (BASE BID I AND MOBILIZATION)		\$1,223,081.70		\$1,532,552.50		Contractor's Price: \$1,573,692.96				
		AME	NDMENTS ACKNOWLEDGED	Yes		Yes		Yes		
			BID BOND SUBMITTED		Yes	Yes		Yes		



CITY OF EL PASO BID TABULATION FORM



	ID TITLE: Metro 31 Flood Zone Mitigation ID DATE: December 9, 2020 DEPARTMENT: CAPITAL IMPROVEMEN								
BID D	ATE: Dece	mber 9,	2020	MFH Er	vironmental Corp.	Perikin	Enterprises, LLC		struction of Texas, Inc
				El Paso, TX		Albuquerque, NM		El Paso, TX	
				BIC	DER 10 OF 15	BID	DER 11 OF 15	BIDDER 12 OF 15	
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
	T T				BASE BID	ľ		-	I
4	1	LS	Storm Water Pollution Prevention	¢40,000,00	¢10,000,00	\$17.364.70	¢47.004.70	¢00.007.50	\$22,007.58
1.	1	LS	Measures, Complete in Place	\$19,800.00	\$19,800.00	\$17,364.70	\$17,364.70	\$22,007.58	Contractor's Price: \$22,008
									\$5,947.99
2.	1	LS	Traffic Control, Complete in Place	\$11,000.00	\$11,000.00	\$38,324.40	\$38,324.40	\$5,947.99	Contractor's Price: \$5,948
			Removal and Disposal of Existing Hot Mix Asphaltic Concrete (HMAC)				\$485,860.96		\$269,675.12
3.	55,718	SY	Pavement & 6" Over-Ex of Base Course Layer	\$3.30	\$183,869.40	\$8.72	Contractor's Price: \$485,675.08	\$4.84	Contractor's Price: \$269,656
							\$49,088.07		\$7,981.80
4.	13,303	SY	Clear & Grub (Non Paved Areas) (6" Depth)	\$5.50	\$73,166.50	\$3.69	Contractor's Price: \$49,146.51	\$0.60	Contractor"s Price: \$8,012
			Removal and Disposal of Existing						\$5,947.99
5.	1	LS	Trees, Shrubs, and Native Vegetation	\$3,850.00	\$3,850.00	\$9,058.49	\$9,058.49	\$5,947.99	Contractor's Price: \$9,058.49
			Removal and Disposal of Existing				\$6,252.00		\$12,378.96
6.	2,084	LF	Chain-link Fence & Gates	\$1.65	\$3,438.60	\$3.00	Contractor's Price: \$6,246.97	\$5.94	Contractor's Price:\$12,396
7.	2 4 9 4	LF	Removal and Disposal of Existing Curb	¢2.20	¢40,507,00	¢4.00	\$5,985.92	¢5.00	\$19,072.16
1.	3,184	LF	& Gutter	\$3.30	\$10,507.20	\$1.88	Contractor's Price: \$5,986.13	\$5.99	Contractor's Price: \$19,074
			Removal and Disposal of Abandoned				\$1,898.40		\$29,018.40
8.	5,424	SF	Sun Metro Bus Depot Facility	\$0.00	\$0.00	\$0.35	Contractor's Price: \$1,925.40	\$5.35	Contractor's Price: \$29,036

CITY OF EL PASO BID TABULATION FORM



	ID TITLE: Metro 31 Flood Zone Mitigation BID NO: 2021-0252 ID DATE: December 9 , 2020 DEPARTMENT: CAPITAL IMPROVEMENT									
				MFH Er	ivironmental Corp.	Perikin	Enterprises, LLC	Spartan Cor	struction of Texas, Inc	
				El Paso, TX		Albuquerque, NM		El Paso, TX		
				BID	DER 10 OF 15	BID	DER 11 OF 15	BIDDER 12 OF 15		
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
					BASE BID					
			Removal and Disposal of Existing				\$1,219.40		\$1,457.05	
9.	35	SY	Concrete Pads	\$49.50	\$1,732.50	\$34.84	Contractor's Price: \$1,219.41	\$41.63	Contractor's Price: \$1,457	
10.	1	LS	Removal and Disposal of Existing Inlet	\$1,320.00	\$1,320.00	\$2,292.50	\$2,292.50	\$1,441.32	\$1,441.32	
10.		10	Removal and Disposal of Existing infet	ψ1,320.00	ψ1,520.00	ψΖ,Ζ3Ζ.30	ψ2,232.00	ψ1,++1.02	Contractor's Price: \$1,441	
			Removal and Disposal of Existing				\$871.00		\$2,104.25	
11.	25	EA	Bollards	\$82.50	\$2,062.50	\$34.84	Contractor's Price: \$871.01	\$84.17	Contractor's Price: \$2,104	
12.	1	LS	Removal and Disposal of Existing	\$2,750.00	\$2,750.00	\$6,759.03	\$6,759.03	\$5,947.99	\$5,947.99	
12.		L3	Underground Septic Tank System	φ <i>2</i> ,750.00	\$2,750.00	φ0,7 <i>5</i> 9.03	\$0,759.05	\$0,947.99	Contractor's Price: \$5,948	
			Removal and Disposal of Existing						\$2,973.99	
13.	1	LS	Grease Trap System	\$1,650.00	\$1,650.00	\$2,946.31	\$2,946.31	\$2,973.99	Contractor's Price: \$2,974	
14.	3	EA	Removal and Disposal of Existing	\$275.00	\$825.00	\$801.33	\$2,403.99	\$1,308.55	\$3,925.65	
14.	3	EA	Parking Light Pole and Foundation	φ270.00	φοζο.υυ	φουτ.33	Contractor's Price: \$2,403.98	φ1,300.33	Contractor's Price: \$3,926	
15.	1	EA	Removal and Disposal of Existing Light	\$1,320.00	\$1,320.00	\$2,090.42	\$2,090.42	\$1,070.63	\$1,070.63	
15.		EA	Pole Concrete Base	φ1,320.00	ΦΙ,320.00	φΖ,U90.4Ζ	φ Ζ, 090.42	φ1,070.03	Contractor's Price: \$1,071	

CITY OF EL PASO





BID TABULATION FORM

	TLE: Metro ATE: Dece		od Zone Mitigation 2020					DEPARTMENT	BID NO: 2021-0252 CAPITAL IMPROVEMENT
				MFH Er	nvironmental Corp.	Perikin	Enterprises, LLC	Spartan Cor	struction of Texas, Inc
					El Paso, TX DDER 10 OF 15	Albuquerque, NM		El Paso, TX BIDDER 12 OF 15	
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	DER 11 OF 15 TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
					BASE BID	0		9	
			Removal and Disposal of Existing EPE			• · · • • • • • •	\$5,922.85		\$5,947.95
16.	5	EA	Utility Pole & Overhead Electrical	\$935.00	\$4,675.00	\$1,184.57	Contractor's Price: \$5,922.86	\$1,189.59	Contractor's Price: \$5,948
		Domos	Removal and Disposal of Existing						\$1,189.59
17.	1	EA	Abandoned AT&T Service Manhole	\$2,420.00	\$2,420.00	\$2,946.31	\$2,946.31	\$1,189.59	Contractor's Price: \$1,190
			Capping, Removal, and Disposal of				\$12,437.10		\$9,863.10
18.	585	LF	Existing 8" Sanitary Sewer Main	\$8.80	\$5,148.00	\$21.26	Contractor's Price: \$12,436.63	\$16.86	Contractor's Price: \$9,867
							\$8,801.64		\$5,978.16
19.	414	LF	Capping, Removal, and Disposal of Existing 8" Domestic Water Main	\$8.80	\$3,643.20	\$21.26	Contractor's Price: \$8801.31	\$14.44	Contractor Price: \$5,980
			Removal and Disposal of Existing 24"				\$4,264.56		\$954.36
20.	36	LF	HDPE Storm Sewer Pipe	\$27.50	\$990.00	\$118.46	Contractor's Price: \$4,264.46	\$26.51	Contractor's Price: \$954
							\$117,944.10		\$65,815.72
21.	14,561	CY	Earthworks (Cut to Fill)	\$13.20	\$192,205.20	\$8.10	Contractor's Price: \$117,925.76	\$4.52	Contractor's Price: \$65,900
							\$2,392,803.32		\$1,236,678.38
22.	91,538	CY	Earthworks (Imported Select Fill)	\$13.20	\$1,208,301.60	\$26.14	Contractor's Price: \$2,392,514.45	\$13.51	Contractor's Price: \$1,237,254

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2019 Award Winner

\$39,396.78

BID NO: 2021-0252

CITY OF EL PASO BID TABULATION FORM

BID D	ATE: Dece	mber 9,	2020					DEPARTMENT	CAPITAL IMPROVEMENT
				MFH E	nvironmental Corp.	Perikin	Enterprises, LLC	Spartan Cor	struction of Texas, Inc
				El Paso, TX		Alb	ouquerque, NM	El Paso, TX	
				ВІС	DDER 10 OF 15	BID	DER 11 OF 15	BID	DER 12 OF 15
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
					BASE BID				
23.	735	LF	Furnish, Install and Implement Trench Safety System	\$55.00	\$40,425.00	\$13.24	\$9,731.40 Contractor's Price: \$9,730.91	\$2.37	\$1,741.95 Contractor's Price: \$1,749
							\$14,749.65		\$10,738.30
24.	365	LF	Furnish and Install 12" HDPE Pipe	\$74.80	\$27,302.00	\$40.41	Contractor's Price: \$14,751.41	\$29.42	Contractor's Price: \$10,739
							\$36,093.50		\$15,284.70
25.	370	LF	Furnish and Install 18" HDPE Pipe	\$77.00	\$28,490.00	\$97.55	Contractor's Price: \$36,094.61	\$41.31	Contractor's Price: \$15,287
			Furnish and Install Reinforced						\$4,541.72
26.	1	EA	Concrete Outfall Structure, Complete in Place	\$3,850.00	\$3,850.00	\$18,047.31	\$18,047.31	\$4,541.72	Contractor's Price: \$4,542
			Furnish and Install 6" to 8" Loose Rock				\$96,737.80		\$44,298.25
27.	23,945	SF	Rip Rap with Geofabric, Complete in Place	\$2.20	\$52,679.00	\$4.04	Contractor's Price: \$96,647.36	\$1.85	Contractor's Price: \$44,444
			Furnish and Install 12" Loose Rock Rip				\$673.68		\$892.20
28.	6	CY	Rap, Complete in Place	\$247.50	\$1,485.00	\$112.28	Contractor's Price: \$673.67	\$148.70	Contractor's Price: \$892.00
			Furnish and Install 4" Reinforced				\$7,560.00		\$2,912.00
29.	350	SF	Concrete Weir, Complete in Place	\$6.60	\$2,310.00	\$21.60	Contractor's Price: \$7,560.36	\$8.32	Contractor's Price: \$2,915
	_		Furnish and Install 48" Pre-Cast		A 40.050.00	6 5 000 1 i	\$39,396.77	AA A5A /-	\$25,595.29
30.	7	EA	Concrete Manholes	\$2,750.00	\$19,250.00	\$5,628.11	Contractor's Price:	\$3,656.47	Contractor's Price: \$

BID TITLE: Metro 31 Flood Zone Mitigation

472

25,595



CITY OF EL PASO BID TABULATION FORM



	TLE: Metro ATE: Dece		od Zone Mitigation 2020					DEPARTMENT	BID NO: 2021-0252 CAPITAL IMPROVEMENT
				MFH Er	nvironmental Corp.	Perikin	Enterprises, LLC	Spartan Cor	struction of Texas, Inc
					El Paso, TX DDER 10 OF15		uquerque, NM DER 11 OF 15		El Paso, TX DER 12 OF 15
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
					BASE BID				
31.	504	LF	Furnish and Install 6' Chain-link Fence and Accessories	\$35.20	\$17,740.80	\$31.36	\$15,805.44 Contractor's	\$26.17	\$13,189.68 Contractor's Price: \$13,190
			Furnish and Install 9' Chain-link Gates				Price:\$15,803.59 \$6,968.08		\$1,189.60
32.	2	EA	and Accessories, Complete in Place	\$1,650.00	\$3,300.00	\$3,484.04	Contractor's Price: \$6,968.07	\$594.80	Contractor's Price: \$1,19
33.	2	EA	Furnish and Install No Trespassing Warning Sign, Complete in Place	\$550.00	\$1,100.00	\$1,017.34	\$2,034.68	\$294.40	\$588.80 Contractor's Price: \$59
34					Left Blank Intentionally				
	s		AL BASE BID (ITEMS 1 THRU 34)	s	1,932,606.50	\$3	3,425,333.78	\$	1,838,350.63
	0			Ť	1,502,000.00	Contractor'	s Price: \$3,424,830.86	Contracto	or's Price: \$1,839,228
	MOBILIZATION (NOT TO EXCEED 5%)				\$48,315.16	\$51,372.46		\$1.00	
					4 080 024 66	\$3	3,476,706.24	\$	1,838,351.63
	SUM TOTAL (BASE BID I AND MOBILIZATION)			\$	1,980,921.66	Contractor'	s Price: \$3,476,203.32	Contracto	or's Price: \$1,839,229
		AME	NDMENTS ACKNOWLEDGED	Yes		Yes		Yes	
	BID BOND SUBMITTED				Yes	Yes		Yes	



CITY OF EL PASO BID TABULATION FORM



	TLE: Metro ATE: Dece		od Zone Mitigation 2020					DEPARTMENT	BID NO: 2021-0252 CAPITAL IMPROVEMENT
				Synergy Project Contractors, Inc		Tao Industries Inc dba Hawk Construction		ZTEX Construction , Inc	
				El Paso, TX			El Paso, TX	El Paso, TX	
				BIC	DER 13 OF 15	BID	DER 14 OF 15	BID	DER 15 OF 15
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
					BASE BID				
1.	1	LS	Storm Water Pollution Prevention Measures, Complete in Place	\$21,450.00	\$21,450.00	\$14,352.33	\$14,352.33	\$11,902.00	\$11,902.00
2.	1	LS	Traffic Control, Complete in Place	\$20,350.00	\$20,350.00	\$5,400.90	\$5,400.90	\$11,250.00	\$11,250.00
3.	55,718	SY	Removal and Disposal of Existing Hot Mix Asphaltic Concrete (HMAC) Pavement & 6" Over-Ex of Base Course Layer	\$4.00	\$222,872.00	\$1.51	\$84,134.18	\$1.80	\$100,292.40
4.	13,303	SY	Clear & Grub (Non Paved Areas) (6" Depth)	\$3.00	\$39,909.00	\$0.22	\$2,926.66	\$1.90	\$25,275.70
5.	1	LS	Removal and Disposal of Existing Trees, Shrubs, and Native Vegetation	\$8,363.00	\$8,363.00	\$3,240.54	\$3,240.54	\$11,250.00	\$11,250.00
6.	2,084	LF	Removal and Disposal of Existing Chain-link Fence & Gates	\$3.00	\$6,252.00	\$4.15	\$8,648.60	\$4.80	\$10,003.20
7.	3,184	LF	Removal and Disposal of Existing Curb & Gutter	\$4.00	\$12,736.00	\$1.89	\$6,017.76	\$2.80	\$8,915.20
8.	5,424	SF	Removal and Disposal of Abandoned Sun Metro Bus Depot Facility	\$2.00	\$10,848.00	\$0.20	\$1,084.80	\$3.40	\$18,441.60



CITY OF EL PASO

BID TABULATION FORM



	TLE: Metro ATE: Dece		od Zone Mitigation , 2020					DEPARTMENT	BID NO: 2021-0252 CAPITAL IMPROVEMENT
				Synergy Pi	roject Contractors, Inc		stries Inc dba Hawk onstruction	ZTEX	Construction , Inc
				El Paso, TX BIDDER 13 OF 15		El Paso, TX BIDDER 14 OF 15		El Paso, TX BIDDER 15 OF 15	
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
					BASE BID				
9.	35	SY	Removal and Disposal of Existing Concrete Pads	\$23.00	\$805.00	\$29.16	\$1,020.60	\$27.70	\$969.50
10.	1	LS	Removal and Disposal of Existing Inlet	\$825.00	\$825.00	\$1,249.99	\$1,249.99	\$750.00	\$750.00
11.	25	EA	Removal and Disposal of Existing Bollards	\$77.00	\$1,925.00	\$158.28	\$3,957.00	\$69.00	\$1,725.00
12.	1	LS	Removal and Disposal of Existing Underground Septic Tank System	\$5,830.00	\$5,830.00	\$4,297.82	\$4,297.82	\$2,302.00	\$2,302.00
13.	1	LS	Removal and Disposal of Existing Grease Trap System	\$2,640.00	\$2,640.00	\$2,229.94	\$2,229.94	\$2,302.00	\$2,302.00
14.	3	EA	Removal and Disposal of Existing Parking Light Pole and Foundation	\$203.00	\$609.00	\$1,232.03	\$3,696.09	\$1,819.00	\$5,457.00
15.	1	EA	Removal and Disposal of Existing Light Pole Concrete Base	\$607.00	\$607.00	\$1,811.33	\$1,811.33	\$959.00	\$959.00



CITY OF EL PASO BID TABULATION FORM



BID NO: 2021-0252

	TLE: Metro ATE: Dece		od Zone Mitigation 2020					DEPARTMENT	BID NO: 2021-0252 CAPITAL IMPROVEMENT
				Synergy Project Contractors, Inc El Paso, TX			stries Inc dba Hawk onstruction	ZTEX Construction , Inc	
						El Paso, TX		El Paso, TX	
				BIDDER 1 OF 4		BIDDER 2 OF 4		BIDDER 3 OF 4	
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
	1				BASE BID				
16.	5	EA	Removal and Disposal of Existing EPE Utility Pole & Overhead Electrical	\$924.00	\$4,620.00	\$2,238.39	\$11,191.95	\$1,819.00	\$9,095.00
17.	1	EA	Removal and Disposal of Existing Abandoned AT&T Service Manhole	\$1,145.00	\$1,145.00	\$3,263.89	\$3,263.89	\$938.00	\$938.00
18.	585	LF	Capping, Removal, and Disposal of Existing 8" Sanitary Sewer Main	\$22.00	\$12,870.00	\$9.18	\$5,370.30	\$14.00	\$8,190.00
19.	414	LF	Capping, Removal, and Disposal of Existing 8" Domestic Water Main	\$14.00	\$5,796.00	\$9.70	\$4,015.80	\$14.00	\$5,796.00
20.	36	LF	Removal and Disposal of Existing 24" HDPE Storm Sewer Pipe	\$10.00	\$360.00	\$27.30	\$982.80	\$13.00	\$468.00
					\$111,391.65				
21.	14,561	CY	Earthworks (Cut to Fill)	\$7.65	Contractor's Price: \$111,339.23	\$5.56	\$80,959.16	\$3.20	\$46,595.20
					\$1,481,084.84				
22.	91,538	CY	Earthworks (Imported Select Fill)	\$16.18	Contractor's Price: \$1,480,682.07	\$17.19	\$1,573,538.22	\$7.84	\$717,657.92

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CITY OF EL PASO BID TABULATION FORM



BID NO: 2021-0252

DEPARTMENT: CAPITAL IMPROVEMENT

BID TITLE: Metro 31 Flood Zone Mitigation

BID DATE: December 9, 2020

				Synergy Project Contractors, Inc El Paso, TX BIDDER 13 OF 15		Tao Industries Inc dba Hawk Construction El Paso, TX BIDDER 14 OF 15		ZTEX Construction , Inc El Paso, TX BIDDER 15 OF 15	
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS
	1			•	BASE BID				
23.	735	LF	Furnish, Install and Implement Trench Safety System	\$6.00	\$4,410.00	\$2.16	\$1,587.60	\$1.25	\$918.75
24.	365	LF	Furnish and Install 12" HDPE Pipe	\$80.00	\$29,200.00	\$58.83	\$21,472.95	\$34.00	\$12,410.00
25.	370	LF	Furnish and Install 18" HDPE Pipe	\$86.00	\$31,820.00	\$71.21	\$26,347.70	\$52.00	\$19,240.00
26.	1	EA	Furnish and Install Reinforced Concrete Outfall Structure, Complete in Place	\$23,650.00	\$23,650.00	\$8,835.56	\$8,835.56	\$6,062.00	\$6,062.00
27.	23,945	SF	Furnish and Install 6" to 8" Loose Rock Rip Rap with Geofabric, Complete in Place	\$8.00	\$191,560.00	\$4.03	\$96,498.35	\$1.74	\$41,664.30
28.	6	CY	Furnish and Install 12" Loose Rock Rip Rap, Complete in Place	\$116.00	\$696.00	\$129.62	\$777.72	\$100.00	\$600.00
29.	350	SF	Furnish and Install 4" Reinforced Concrete Weir, Complete in Place	\$6.00	\$2,100.00	\$16.69	\$5,841.50	\$9.80	\$3,430.00
30.	7	EA	Furnish and Install 48" Pre-Cast Concrete Manholes	\$5,445.00	\$38,115.00	\$4,510.78	\$31,575.46	\$2,937.00	\$20,559.00



CITY OF EL PASO

BID TABULATION FORM



BID T	ITLE: Metro	o 31 Floo	od Zone Mitigation						BID NO: 2021-0252	
BID D	ATE: Dece	mber 9 ,	2020					DEPARTMENT	: CAPITAL IMPROVEMENT	
				Synergy Project Contractors, Inc El Paso, TX		Tao Industries Inc dba Hawk Construction El Paso, TX		ZTEX Construction , Inc El Paso. TX		
				BIDDER 13 OF 15		BIDDER 14 OF 15		BIDDER 15 OF 15		
ITEM NO.	ΑΡΧ QTY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND ONLY TWO DECIMALS	
					BASE BID	0	1			
31.	504	LF	Furnish and Install 6' Chain-link Fence and Accessories	\$22.00	\$11,088.00	\$22.68	\$11,430.72	\$26.25	\$13,230.00	
32.	2	EA	Furnish and Install 9' Chain-link Gates and Accessories, Complete in Place	\$2,420.00	\$4,840.00	\$488.08	\$976.16	\$563.00	\$1,126.00	
33.	2	EA	Furnish and Install No Trespassing Warning Sign, Complete in Place	\$165.00	\$330.00	\$216.03	\$432.06	\$113.00	\$226.00	
34					Left Blank Intentionally					
				\$	2,311,097.49	\$2	2,029,166.44			
	S	UM TOT	AL BASE BID (ITEMS 1 THRU 34)	Contractor's Price: \$2,310,642.3		Contractor's Price: \$2,029,162.44		\$1,120,000.77		
	MOBILIZATION (NOT TO EXCEED 5%)				\$57,766.06		\$20,837.56	\$56,885.00		
				\$	2,368,863.55	\$2	2,050,004.00			
	SUM TOTAL (BASE BID I AND MOBILIZATION)			Contractor	Contractor's Price: \$2,368,408.36		Contractor's Price: \$2,050,000		\$1,176,885.77	
			NDMENTS ACKNOWLEDGED		Yes	Yes		Yes		
			BID BOND SUBMITTED	1	Yes		Yes	Yes		

478

	2021-0252 Metro 31 Flood Zo	one Mitigation								
	View List									
1	814 Solutions Seedin	Stribling, Sam								
2	Abescape	Gallegos, Mari								
3	Allen Concrete Inc.	Magdaleno, Jesus								
4	allied paving	ortiz, abel								
5	AMTEK	Rugh, John								
6	B.F. Builders Group,	Fraire, Julio								
7	Best Ironworks	Guardado, Carlos								
8	Black Stallion Group	Reyes, Carlos								
9	Border Demolition	Anguiano, Carlos								
10	Bowen Industrial Con	Hessney, Steve								
11	Burke Insurance Grou	Mims, Valerie								
12	CK Construction	Fuentes, Ivan								
13	CK Construction, Inc	Avila, Rick								
14	Clowe And Cowan	Huit, Jacob								
15	Clowe And Cowan of E	Rodriguez, Gerardo								
16	comaduran constructi	comaduran, richard								
17	Complete Remodeling	abshagen, samantha								
18	ConstructConnect	Kyle, Bellomy								
19	construction Bid Sou	Gibson, Patty								
20	Construction Journal	Exton, Pamela								
21	Construction Reporte	Wood, Jane								
22	Contractors Register	Deg, Maria								
23	CSA Constructors	Oney, Hilary								
24	Dantex General Contr	Mondello, Shannon								
25	DEL MAR CONTRACTING,	HARRISON, MIKE								
26	Deltek	Management, Source								
27	Direx Construction,	Hudson, Brad								
28	Dodge Data	Peggy, Koehn								
29	Dodge Data And Analy	Loganathan, Jayalakshmi								
30	Double H Contracting	HINOJOS, HECTOR								
31	DRS Rock Materials,	Soto, Daniel								
32	Fulcrum Contracting	Jaramillo, Jorge								
33	GCC Sun City Materia	Rivas, Fernando								
34	Gomez Concrete	Gomez, Jesu								
35	HAWK	Jorge, Ojeda								
36	Horizone Constructio	Maldonado, Mariana								
37	i- Sourcing Technolo	Balai, Rakesh								
38	INTEGRATED EARTHWORK	Garcia, Carlos								
39	International Eagle	Molina, Marcos								
40	J. CARRIZAL GENERAL	Cervantes, Marlena								
41	J. D. Abrams, L.P.	Saenz, Amadeo								
42	J.A.R Concrete, Inc	Valenzuela, Jesus								

	2021-0252 Metro 31 Flood Zo	one Mitigation
	View List	
43	JMR Demolition	Flores, Hugo
44	JMR Demolition, Ltd.	Robles, Jesse III
45	Jobe Materials, L.P.	Lowrance, Gloria
46	Jordan Foster Constr	Figueroa, Joseph
47	Lesna Construction,	Hernandez, Carlos
48	LHC	Hamilton, Lloyd
49	Lizandro Naranjo	Naranjo, Lizandro
50	Lomeli and sons Land	Gonzalez, Ruben
51	Martinez Bros. Contr	Martinez, Heriberto
52	Mirador	Lopez, Jose
53	Mr.	Gallegos, Yahve
54	MTI Ready Mix	Drapes, Michael
55	Neenah Foundry	Aulick, John
56	NRC Construction And	Delgado, Rick
57	Oldcastle Infrastruc	Fife, Lane
58	Perikin Enterprises,	Lopez, Rafael
59	Prestige Constructio	Hermosillo, Edgar
60	Prime Vendor Inc.	Jones, Kim
61	RBM Engineeering, In	Morris, Bryan
62	Rummel Construction,	Gribler, Amber
63	Satarain Constructio	Satarain, Joe
64	Sierra Vista Wholesa	White, Hugo
65	SigmCon	Torres, Elizabeth
66	Smartprocure	Bjornsson, Ron
67	SMG	Monsisvais, Mauro
68	SPARTAN CONSTRUCTION	ALLEN, STEVE
69	Synergy Project Cons	Acosta, Arami
70	Thalle Construction	Bowden, Donita
71	The PlanIt Room	Hernandez, Cecilia
72	Tri-State Electric,	Motta, Alejandro
73	Vertex Contractors,	Ruiz, Erika
74	Vitual Builders Exch	Olguin, Jeannette
75	Wayne Enterprises	Austin, Fork
76	Win Supply	Garcia, Mark
77	ZTEX Construction I	Royo, Joaquin
78		Balolong, Tricia
79		Banquil, Lovely
80		Hernandez, Alberto
81		James, Hardison
82		Martinez, Jessica
83		Watson, Frank

EXECUTIVE SUMMARY 2021-0252 Metro 31 Flood Zone Mitigation ZTEX CONSTRUCTION, INC.

NATURE OF ITEM: (NEW CONTRACT, REPLACEMENT CONTRACT, EXTENSION, COOP PURCHASE, ETC.)	New Contract
ADVERTISEMENT DATES:	October 27, 2020 and November 3, 2020
POSTCARDS MAILED ON:	N/A
POSTED ON CITY WEBSITE:	October 27, 2020
EMAIL (PURMAIL) NOTIFICATION:	October 29, 2020
BIDS OPENED:	December 9, 2020
VIEWERS:	99
BIDS RECEIVED:	15
LOCAL BIDDERS CONTACTED:	N/A
LOCAL BIDDERS RESPONDED:	14
LOCATION OF VENDOR:	El Paso, TX
INITIAL PERFORMANCE PERIOD OR EXTENSION PERIOD:	300 Consecutive Calendar Days
PREVIOUS AND EXISTING CONTRACTS (SAME VENDOR):	N/A
EVALUATION CRITERIA:	Low Bid, Unit Price Contract
PRINCIPAL STRENGTHS:	Lowest Responsive Responsible Bidder
VENDOR PERFORMANCE HISTORY:	N/A
PRICE REASONABLENESS (COMPARED TO PREVIOUS OR COOP CONTRACT):	Construction estimate: \$2,005,606.58 Low Bid Amount: \$1,176,885.77 Difference: \$828,720.81 Percentage: 41.32% below estimate
OTHER INFORMATION:	

To:Bruce D. Collins, CPPO
Director of Purchasing & Strategic SourcingThru:Victor Caraveo
Purchasing AgentFrom:Crystal Paz
Procurement AnalystDate:January 19, 2021Subject:2021-0252 Metro 31 Flood Zone Mitigation

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of January 19, 2021.

STRATEGIC GOAL 7 – Enhance and Sustain El Paso's Infrastructure Network

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

Award Summary:

Discussion and action on the award of solicitation 2021-0252 Metro 31 Flood Zone Mitigation to ZTEX CONSTRUCTION, INC. for an estimated total award of \$1,176,885.77. This award will support the improvements to the commercial development known as Northgate, located at the intersection of Diana and Dyer Street.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC.
	El Paso, TX
ltem(s):	All
Initial Term:	300 Consecutive Calenday Days
Base Bid I:	\$1,176,885.77
Total Estimated Award:	\$1,176,885.77
Account No.:	580010 - 480 - 4930 - 48000 - PEDFY18012
	522360 - 480 - 2323 - 48040 - PEDFY18012
	580170 - 480 - 4741 - 48040 - PEDFY18012
	580160 - 480 - 4741 - 48040 - PEDFY18012
	580270 - 480 - 4741 - 48040 - PEDFY18012
Funding Source:	2017 Certificates of Obligation and Economic Development Incentives
District(s):	4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC., lowest responsive and responsible bidder.

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

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

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

Contact person: Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181 Capital Improvement, Sam Rodriguez, (915) 212-0065 PPS FORM 010, Rev 0., 2/15/2016 Disregard Previous Versions



Legislation Text

File #: 21-30, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 3

Airport, Sam Rodriguez, (915) 212-7301

PUBLIC HEARING DATE: 1/19/2021

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

An Ordinance amending Title 14 (Aircraft and Airports) Chapter 14.24 (Commercial Air Carriers Rates and Charges) to add Section 14.24.130 Daily Cargo Parking and Building Use Fee.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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 Department of Aviation is requesting approval of this amendment to address operational practices and clarify the fees that airlines/aircraft operators that do not have agreements with the El Paso International Airport are required to pay when using the cargo ramp and buildings by adding this section to Title 14 (Aircraft and Airports).

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? 12/17/2019 - Approval of the amendment of Title 14 (Aircraft and Airports) in its entirety

AMOUNT AND SOURCE OF FUNDING:

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

N/A: This is an administrative item.

Department Head:

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Aviation

AGENDA DATE: Introduction: January 5, 2021 Hearing: January, 19 2021

CONTACT PERSON NAME AND PHONE NUMBER: Sam Rodriguez, (915) 212-7301

DISTRICT(S) AFFECTED: 3

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

SUBJECT:

This item is an Ordinance amending Title 14 (Aircraft and Airports) Chapter 14.24 (Commercial Air Carriers Rates and Charges) to add Section 14.24.130 Daily Cargo Ramp and Building Use Fee.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this amendment to address operational practices and clarify the fees that airlines/aircraft operators that do not have agreements with the El Paso International Airport are required to pay when using the cargo ramp and buildings by adding this section to Title 14 (Aircraft and Airports).

PRIOR COUNCIL ACTION:

12/17/2019 - Approval of the amendment of Title 14 (Aircraft and Airports) in its entirety

AMOUNT AND SOURCE OF FUNDING:

N/A: This is an administrative item.

BOARD / COMMISSION ACTION: N/A

N/A

DEPARTMENT HEAD:

For

Sam Rodriguez, P.E. Chief Operations & Transportation Officer/Director of Aviation

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

Information copy to appropriate Deputy City Manager

ORDINANCE _____

AN ORDINANCE AMENDING TITLE 14 (AIRCRAFT AND AIRPORTS) CHAPTER 14.24 (COMMERCIAL AIR CARRIERS RATES AND CHARGES) TO ADD SECTION 14.24.130 DAILY CARGO PARKING AND BUILDING USE FEE.

WHEREAS, the City Council wishes to update Title 14 to add allow the El Paso International Airport to recuperate costs related to the use of its cargo ramp and buildings by commercial air carriers.

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

<u>Section 1.</u> That Title 14 (Aircraft and Airports), Chapter 14.24 (Commercial Air Carriers Rates and Charges), Section 14.24.130 (Daily Cargo Parking and Building Use Fee) is hereby added to the El Paso City Code to read as follows:

14.24.130 - Daily Cargo Parking and Building Use Fee.

Commercial air carriers that are not parties to a Signatory Agreement must pay to the Airport the daily fee for use of any Airport Cargo Building, and a parking fee per turnaround for aircraft parking on the cargo ramp in the amounts set by Schedule C of the City's Annual Budget Resolution, as amended, or other duly authorized Resolution of City Council.

Section 2. Except as amended herein, Title 14 of the El Paso City Code remains in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

(Signatures continue on the following page)

ORDINANCE NO.______ 20-1003- 1119 /PL Doc #1048191v.2 /Title 14.24.130/Daily Cargo Building Use Fee/KLHK

APPROVED AS TO FORM:

Kristen L. Hamilton-Karam Assistant City Attorney

APPROVED AS TO CONTENT:

n

Samuel Rodriguez, P.E. Director of Aviation



Legislation Text

File #: 19-852, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 1

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

PUBLIC HEARING DATE: 1/5/2021

<u>STRATEGIC GOAL:</u> Goal 3 - Promote the Visual Image of El Paso

SUBGOAL: 3.1 Improve the visual impression of the community (gateways, corridors, intersections, and parkland)

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

An Ordinance changing the zoning of portion of Tract 4G, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: East of Resler Dr. and South of Woodrow Bean Transmountain Rd. Applicant: CSA Design Group, Inc. c/o Adrian Holguin-Ontiveros PZRZ20-00023 [POSTPONED FROM 01-05-2021]

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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 applicant is proposing a rezoning from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions) to match the current zoning of the adjacent properties to the south and to allow for single-family dwelling development. City Plan Commission recommended 5-0 to approve the proposed PZRZ20-00023 on November 12, 2020. As of November 30, 2020, staff has received no communication in support/opposition of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Planning & Inspections, Planning Division

AGENDA DATE: December 8, 2020

PUBLIC HEARING DATE: January 5, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553 Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes 3.2 Improve the visual impression of the community

SUBJECT:

An ordinance changing the zoning of portion of Tract 4G, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: East of Resler Dr. and South of Woodrow Bean Transmountain Rd. Applicant: CSA Design Group, Inc. c/o Adrian Holguin-Ontiveros PZRZ20-00023

BACKGROUND / DISCUSSION:

The applicant is proposing a rezoning from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions) to match the current zoning of the adjacent properties to the south and to allow for single-family dwelling development. City Plan Commission recommended 5-0 to approve the proposed PZRZ20-00023 on November 12, 2020. As of November 30, 2020, staff has received no communication in support/opposition of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

DEPARTMENT HEAD:

Philip Elerie

Philip F. Etiwe - Planning and Inspections Director

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING OF PORTION OF TRACT 4G, NELLIE D. MUNDY SURVEY 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-4/C (COMMERCIAL/CONDITIONS) TO R-3A/C (RESIDENTIAL/CONDITIONS). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Portion of Tract 4G, Nellie D. Mundy Survey 240, located in the City of El Paso, El Paso County, Texas, more particularly described by the metes and bounds attached as Exhibit "A", be changed from C-4/c (Commercial/conditions) to R-3A/C (Residential/conditions), as defined in Section 20.06.020, and that the zoning map of the City of El Paso, attached hereto as Exhibit "B", be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2020.

THE CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Jestit Anthi

Leslie B. Jean-Pierre Assistant City Attorney

APPROVED AS TO CONTENT:

hiles

Philip F. Etiwe, Director Planning & Inspections Department

(Exhibits on the following pages)

PZRZ23-00023

Property description: A 0.134-acre portion of Tract 4G, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.134-acre portion of Tract 4G, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the most northerly corner of Lot 37, Block 1, Cimarron Canyon Unit One (Clerk's File No. 20180052184, Plat Records, El Paso County, Texas), said point being on the northerly boundary of Cimarron Canyon Unit One; Thence, South 76°27'11" West, along said boundary, a distance of 348.10 feet to the easterly boundary of that certain parcel of land described January 20, 2014, in Book 4825, Page 1944, Deed Records, El Paso County, Texas; Thence, North 13°32'48" West, along said boundary, a distance of 853.44 feet to the northerly boundary of that certain parcel of land described December 15, 2000, in Book 3902, Page 2012, Deed Records, El Paso County, Texas, for the **POINT OF BEGINNING** of this description;

THENCE, North 13°32'48" West, a distance of 14.60 feet;

THENCE, North 60°08'16" East, a distance of 48.63 feet;

THENCE, North 35°01'13" East, a distance of 74.73 feet;

THENCE, North 70°06'39" East, a distance of 28.98 feet;

THENCE, North 84°13'25" East, a distance of 99.76 feet to the northerly boundary of that certain parcel of land described December 15, 2000, in Book 3902, Page 2012, Deed Records, El Paso County, Texas;

THENCE, South 60°08'16" West (deed: South 60°06'08" West), along said boundary, a distance of 240.02 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.134 acres (5,819 square feet) of land more or less.

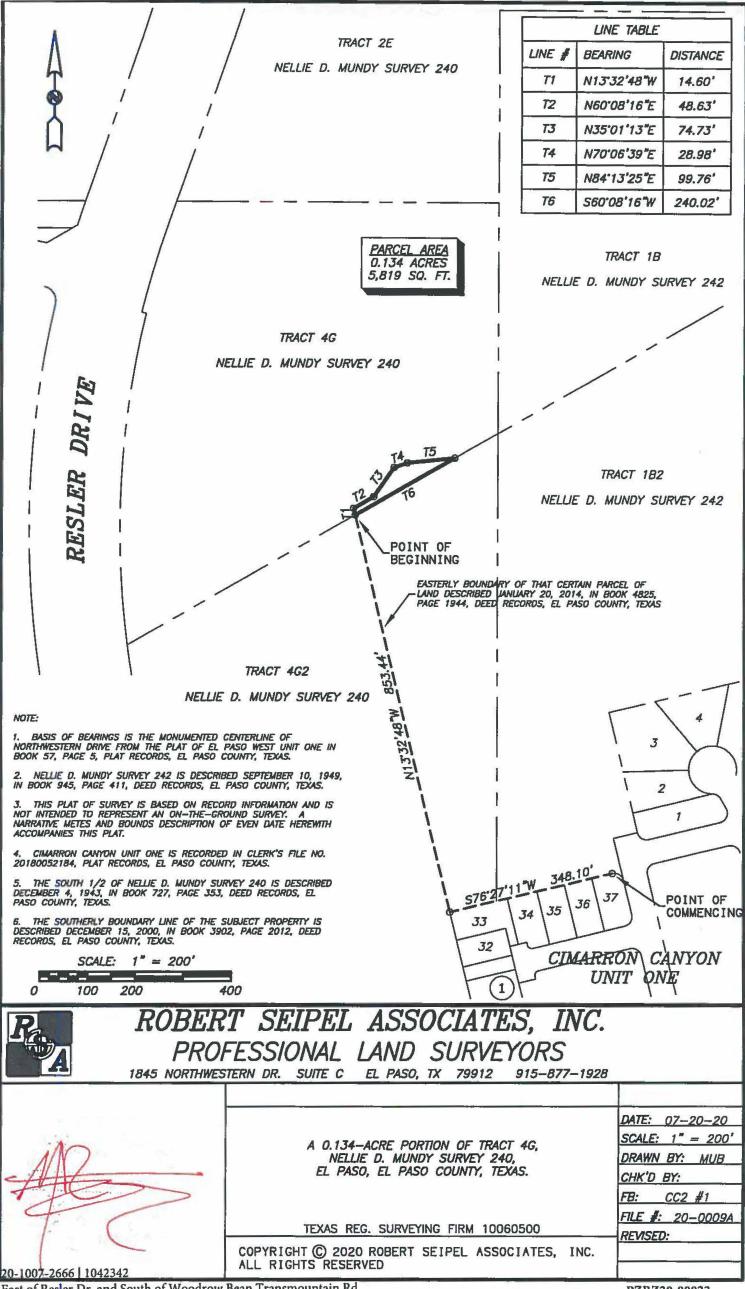
NOTE: A PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS DESCRIPTION. THIS DE-SCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.

ROBERT SEIPEL ASSOCIATES, INC. Professional Land Surveyors Texas Reg. Surveying Firm 10060500

Mark U. Balansay, R.P.L.S.

President Texas License No. 6489 Job Number 20-0009A July 20, 2020

Page 1 of 1 20-0009A.docx



East of Resler Dr. and South of Woodrow Bean Transmountain Rd.

East of Resler Dr. and South of Woodrow Bean Transmountain Rd.

City Plan Commission — November 12, 2020 REVISED

CASE NUMBER: CASE MANAGER:	PZRZ20-00023 Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Hunt Communities Holding, LLC
REPRESENTATIVE:	CSA Design Group, Inc. c/o Adrian Holguin-Ontiveros
LOCATION:	East of Resler Dr. and South of Woodrow Bean Transmountain Rd.
	(District 1)
PROPERTY AREA:	0.134 acres
REQUEST:	Rezone from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions)
RELATED APPLICATIONS:	SUSU20-00075 (Major Combination)
PUBLIC INPUT:	None as of November 5, 2020

SUMMARY OF REQUEST: The request is to rezone the subject property from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions) to match the existing zoning of the adjacent properties to the south.

STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed property is consistent with adjacent residential properties within its vicinity. Furthermore, the proposed residential zone is compatible with the adjacent G-4, Suburban (Walkable) Future Land Use Designation to the south and is in keeping with the policies of *Plan El* Paso in the Northwest Planning Area.

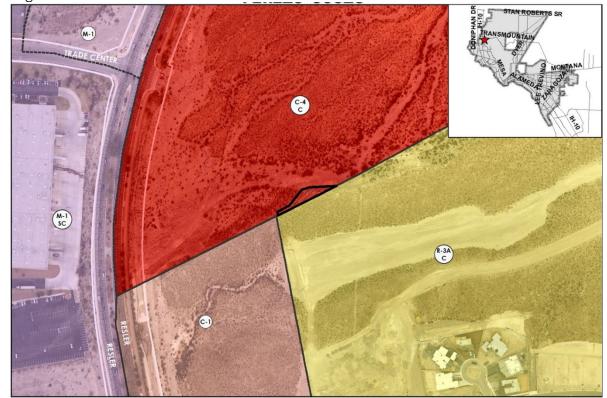


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant proposes to rezone the subject property from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions) to match the current zoning of the adjacent properties to the South and to allow for single-family dwelling development. The generalized plot plan shows the subject property being combined to four (4) residential lots in a proposed residential subdivision. Single-family dwelling development shall comply with the R-3A (Residential) district requirements. The proposed development is subject to a condition but would not apply once it has been rezoned to residential and combined with adjacent properties to the south. Ordinance No. 15708, approved on March 2, 2004, imposed the following condition:

A ten (10) foot wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along any property line abutting residential or apartment zoning districts, except where abutting El Paso Natural Gas Company right-of-way, or a twenty-five (25) foot setback shall be required where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

PREVIOUS CASE HISTORY: N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The property to the north, west, and east is zoned C-4 (Commercial) and is currently vacant. The properties to the south are zoned R-3A (Residential) and are currently vacant. The nearest school is Canutillo High School (0.72 miles) and the nearest park is Cimarron Park (0.55 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING	POLICY – When evaluating whether a	
proposed rezoning is in accordance with Plan	<i>El Paso,</i> consider the following factors:	
Criteria	Does the Request Comply?	
 Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: <u>G-7, Industrial</u>: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town. 	The proposed residential zone, although not compatible with the G-7 Industrial Future Land Use Designation, is compatible with the adjacent G-4, Suburban (Walkable) Future Land Use Designation. Additionally, the property will be part of a proposed residential subdivision entirely located within the G-4, Suburban (Walkable) Future Land Use Designation.	
 Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: <u>R-3A (Residential)</u>: The purpose of this district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood. 	Yes, the proposed zone is the same as the adjacent R- 3A (Residential) district to the south. The property is proposed to be combined and platted to become part of residential lots in a residential subdivision. Rezoning to R-3A (Residential) is needed to avoid the creation of any split zone properties. The proposed development is in character with the spirit of the R-3A (Residential) zone district.	

COMPLIANCE WITH PLAN EL PASO/REZONING	_
proposed rezoning is in accordance with Plan	<i>El Paso</i> , consider the following factors:
Preferred Development Locations: Is the property in a	The property is proposed to become part of a
"Compact Urban" area?	residential subdivision and fits the physical context of residential properties
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PRO	OPERTY AND SURROUNDING PROPERTY, AFTER
EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area	The property lies within the Hillside Development
Plans: Any historic district or other special	Area. It will be required to be heard by the Open
designations that may be applicable. Any adopted	Space Advisory Board (OSAB) for their
small areas plans, including land-use maps in those	recommendation prior to City Council.
plans.	
Potential Adverse Effects: Potential adverse effects	The proposed rezoning, if approved, will avoid the
that might be caused by approval or denial of the	creation of any split zone properties.
requested rezoning.	
Natural Environment: Anticipated effects on the	The subject property lies within a FEMA designated
natural environment.	arroyo and located towards the bottom end. It will be
	required to be heard by the Open Space Advisory
	Board (OSAB) for their recommendation prior to City
	Council, as it lies in the Hillside Development Area.
Stability: Whether the area is stable or in transition.	The area is in transition as it is currently undeveloped
	and is expected to be developed into a residential
	subdivision.
Socioeconomic & Physical Conditions: Any changed	None.
social, economic, or physical conditions that make the	
existing zoning no longer suitable for the property.	

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The property is currently unplatted and does not have adequate public facilities, services or infrastructure. However, the property is proposed to be combined with adjacent properties to the south and be part of a residential subdivision with appropriate facilities serving the development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: The Open Space Advisory Board (OSAB) recommended approval on January 6, 2021. There are no other adverse comments from reviewing departments.

PUBLIC COMMENT: The property does not lie within any neighborhood associations. Public notices were mailed to property owners within 300 feet on October 29, 2020. Staff has received no communication in favor or opposition to the rezoning request as of November 5, 2020.

3

RELATED APPLICATIONS: SUSU20-00075, Cimarron Canyon Unit Two (Major Combination).

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

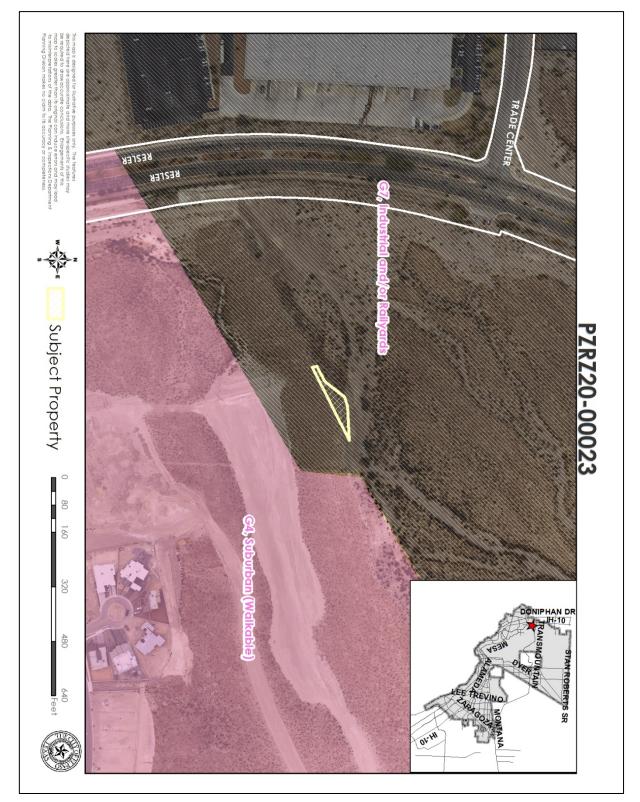
- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

4

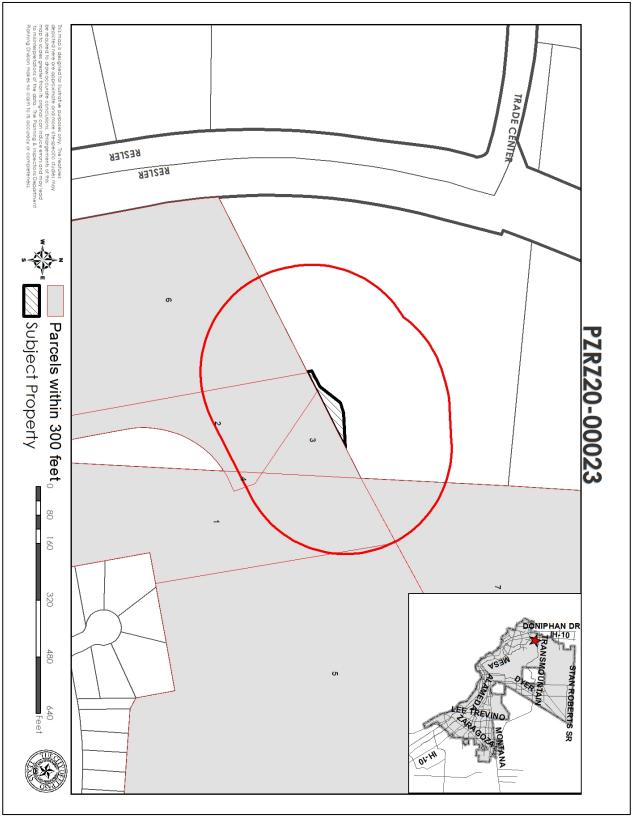
ATTACHMENTS:

- 1. Future Land Use Map
- 2. Neighborhood Notification Boundary Map
- 3. Generalized Plot Plan
- 4. Ordinance No. 15708
- 5. Department Comments

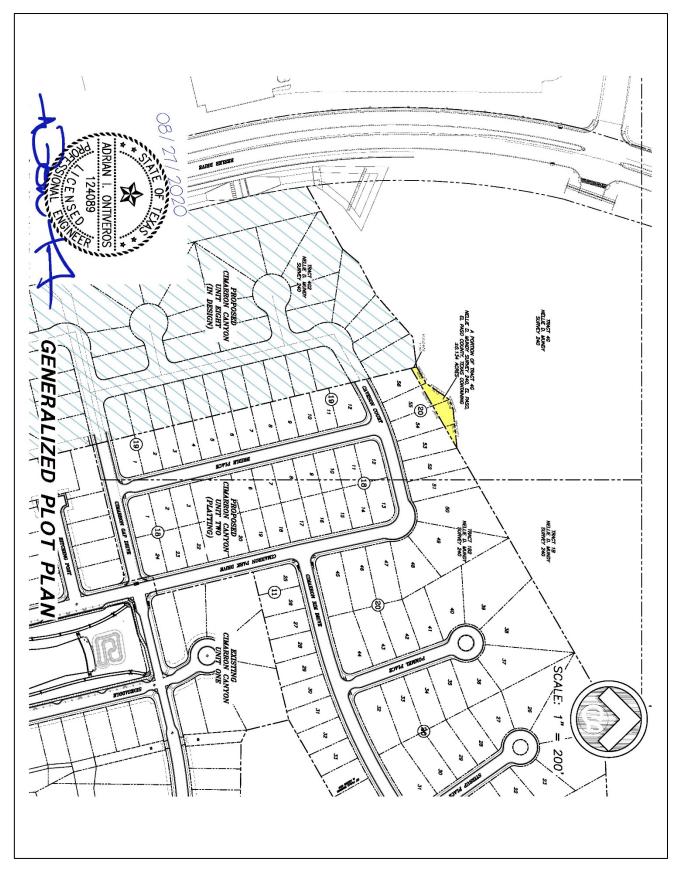
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



	30
ORDINANCE NO. 15708	
AN ORDINANCE CHANGING THE ZONING OF PARCEL 1: A PORTION OF TRACT 1A1, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 2: A PORTION OF TRACT 1A1, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM PMD (PLANNED MOUNTAIN DEVELOPMENT) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 3: A PORTION OF TRACT 1D, NELLIE D. MUNDY SURVEY	
NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL), PARCEL 4: A PORTION OF TRACT 1D, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM PMD (PLANNED MOUNTAIN DEVELOPMENT) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 5: A PORTION OF TRACT 10B4, NELLIE D. MUNDY SURVEY NO. 239 AND A PORTION OF TRACT 2D, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM M-1 (LIGHT MANUFACTURING) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 6: A PORTION OF RESLER DRIVE AND A PORTION OF TRACT 2E, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM PMD (PLANNED MOUNTAIN DEVELOPMENT) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 7: RESLER DRIVE AND A PORTION OF TRACTS 2E & 4G, A PORTION OF NELLIE D. MUNDY SURVEY NO. 240 AND A PORTION OF TRACT	
1B, NELLIE D. MUNDY SURVEY NO. 242 AND ALL OF TRACT 2A & A PORTION OF TRACT 2E, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 8: A PORTION OF TRACT 2C, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM PMD (PLANNED MOUNTAIN DEVELOPMENT) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 9: A PORTION OF TRACT 3B, NELLIE D. MUNDY SURVEY NO. 242 AND A PORTION OF TRACT 2C, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS. THE PENALTY	, ,, ,,
BEING AS PROVIDED IN CHAPTER 20.68 OF THE EL PASO MUNICIPAL CODE. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:	
That the zoning of <i>Parcels 1 - 9</i> , as more particularly described by metes and bounds in	
the attached Exhibit "A", be changed within the meaning of the zoning ordinance, and that the	
zoning map of the City of El Paso be revised accordingly; as follows:	

That the properties described as Parcel 5 be subject to the following conditions which are

necessitated by and attributable to the increased intensity of use generated by the change of

zoning from M-1 (Light Manufacturing) to C-4 (Commercial) in order to protect the health,

safety and welfare of adjacent property owners and the residents of this City:

A forty (40) foot wide buffer shall be required abutting Loop 375 right-of-way and any future frontage roads_Within this forty (40) foot buffer, a minimum twenty-five (25) foot landscaped area to include a twelve (12) foot bike trail, except for any ingress or egress access locations, shall be required. The additional fifteen (15) foot buffer can include the requirements of Chapter 20.65 of the El Paso Municipal Code. This forty (40) foot buffer shall be developed in accordance with the plan identified in the attached Exhibit "B" and shall be completed prior to the issuance of any certificates of occupancy.

That the properties described as Parcels 4 and 8 be subject to the following conditions

which are necessitated by and attributable to the increased intensity of use generated by the

change of zoning from PMD (Planned Mountain Development) to C-3 (Commercial) in order

to protect the health, safety and welfare of adjacent property owners and the residents of this

City:

A forty (40) foot wide buffer shall be required abutting Loop 375 right-of-way and any future frontage roads. Within this forty (40) foot buffer, a minimum twenty-five (25) foot landscaped area to include a twelve (12) foot bike trail, except for any ingress or egress access locations, shall be required. The additional fifteen (15) foot buffer can include the requirements of Chapter 20.65 of the El Paso Municipal Code. This forty (40) foot buffer shall be developed in accordance with the plan identified in the attached Exhibit "B" and shall be completed prior to the issuance of any certificates of occupancy.

That the properties described as Parcel 7 be subject to the following conditions which are

necessitated by and attributable to the increased intensity of use generated by the change of

zoning from R-3 (Residential) to C-4 (Commercial) in order to protect the health, safety and

welfare of adjacent property owners and the residents of this City:

A ten (10) foot wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along any property line abutting residential or apartment zoning districts, except where abutting El Paso Natural Gas Company right-of-way, or a twenty-five (25) foot setback shall be required where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

15708

3/30/2004

ORDINANCE NO.

Zoning Case No: ZON03-00047

PASSED AND APPROVED this 2nd day of March, 2004. THE CITY OF EL PASO Joe Wardy Mayor ATTEST: Richarda Duffy Momsen City Clerk APPROVED AS TO CONTENT: Fred Lopez, Zoning Coordinator Planning, Research & Development Rodolfo Valdez, Chief Urban Planne Planning, Research & Development Acknowledgment THE STATE OF TEXAS COUNTY OF EL PASO) This instrument is acknowledged before me on this 10 day of , 2004, by JOE WARDY as MAYOR of THE CITY OF EL PASO. My Comm DORA NAZARIEGA Notary Public, State of Texas Notary's Printed or Typed Name: Dora Matariega 3/30/2004 5 15708 ORDINANCE NO. Zoning Case No: ZON03-00047

Being a portion of Tract 1A1, Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas Prepared for: Hunt/Plexxar January 27, 2004 (PARCEL 1A)

Exhibit "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being portion of Tract 1A1, Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for Reference at a point being the intersection of the northerly right of way line of Woodrow Bean Transmountain Dr. (Loop 375) and the common boundary line of Nellie D. Mundy Surveys No. 239 and 243. Thence along said common boundary line North 00°02'07" East a distance of 401.51 feet to a point for The "TRUE POINT OF BEGINNING".

Thence North 00°02'07" East a distance of 1353.10 feet to a point;

Thence South 85°42'48" East a distance of 106.26 feet to a point;

Thence North 85°51'57" East a distance of 226.65 feet to a point;

Thence South 00°02'51" West a distance of 678.45 feet to a point;

Thence South 89°57'19" East a distance of 693.95 feet to a point;

Thence South 00°02'31" West a distance of 245.91 feet to a point;

Thence South 89°57'19" East a distance of 957.40 feet to a point;

Thence North 00°02'58" East a distance of 331.84 feet to a point;

Thence South 89°56'53" East a distance of 1522.68 feet to a point;

Thence North 00°03'03" East a distance of 574.76 feet to a point;

Thence South 87°17'03" East a distance of 164.98 feet to a point on the westerly right-of-way line of El Paso Natural Gas Company right of way;

CONDE, INC. ENGINEERING / LAND SURVEYING / PLANNING 1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283 Being a portion of Tract 1A1, Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas Prepared for: Hunt/Plexxar January 27, 2004 (PARCEL 2A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being portion of Tract 1A1, Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

THE "TRUE POINT OF BEGINNING" being a point on the intersection of the northerly right of way line of Woodrow Bean Transmountain Dr. (Loop 375) and the common boundary line of Neilie D. Mundy Surveys No. 239 and 243.

Thence North 00°02'07" East a distance of 401.51 feet to a point;

Thence South 84°59'40" East a distance of 2048.21 feet to a point;

Thence South 75°31'28" East a distance of 2178.13 feet to a point on the westerly right-of-way line of El Paso Natural Gas right of way;

Thence along said right-of-way line South 08°01'01" East a distance of 427.90 feet to a point on the northerly right-of way line of Woodrow Bean Transmountain Dr.(Loop 375);

Thence along said right-of-way line the following three courses:

North 80°00'09" West a distance of 59.68 feet to a point;

North 75°31'28" West a distance of 2249.25 feet to a point;

North 84°59'40" West a distance of 1980.24 feet to the "TRUE POINT OF BEGINNING" and containing in all 39.10 acres of land more or less.

iob #1202-78-2A R.C. LGL-02\120278-2A.LGL on R. Conde R.P.L.S. No. 5152 CONDE, INC. ENGINEERING / LAND SURVEYING / PLANNING 1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Being a portion of Tract 1D, Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas Prepared for: Hunt/Plexxar January 27, 2004 (PARCEL 4A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being portion of Tract 1D, Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING being a found TXDOT 4"x4" concrete R.O.W. Marker on the intersection of the northerly right-of-way line of Woodrow Bean Transmountain Dr.(Loop 375) with the common boundary line of Nellie D. Mundy Surveys No. 243 and 246

Thence along the right-of-way line of Woodrow Bean Transmountain Dr. (Loop 375) the following two courses:

North 84°25'25" West a distance of 263.68 feet to a point;

North 80°00'09" West a distance of 710.28 feet to a common point on the easterly right-of-way line of El Paso Natural Gas Company right of way;

Thence along said right-of-way line North 08°01'01" West a distance of 419.01 feet to a point;

Thence leaving said right-of-way line South 75°31'28" East a distance of 400.91 feet to a point;

Thence South 84°25'25" East a distance of 635.59 feet to a point;

Thence South 00°03'24" West a distance of 401.87 feet to the "TRUE POINT OF BEGINNING" and containing in all 8.90 Acres of land more or less.

Ron R. Conde R.P.L.S. No. 5152



job #1202-78-4A R.C. LGL-04\120278-4A.LGL

CONDE, INC. ENGINEERING / LAND SURVEYING / PLANNING 1790 LEE TREVINO SUTTE 400 / EL PASO, TEXAS - 79936 / (915) 592-0283

Being a portion of Resler Drive and a portion of Tract 2E, Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas Prepared for: Hunt/Plexxar January 27, 2004 (PARCEL 6A)	
METES AND BOUNDS DESCRIPTION	
Description of a parcel of land being a portion of Resler Drive and portion of Tract 2E, Nellie — D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:	
Commencing for reference at a found city monument at the point of curve Resler Drive station 116+66.54, Thence from said monument South 80°27'07" East a distance of 7.50 feet to a point for The "TRUE POINT OF BEGINNING".	
Thence North 09°32'33" East a distance of 39.24 feet to a point on the southerly right-of-way line of Woodrow Bean Transmountain Dr. (Loop 375);	
Thence continuing along said right-of-way line the following two courses:	
South 80°16'04" East a distance of 726.02 feet to a point;	and a second second
South 75°31'42" East a distance of 1911.39 feet to a point on the westerly right-of- way line of an El Paso Natural Gas Company right of way;	ere e tracadore
Thence leaving said right-of-way line and along the westerly right-of-way line of an El Paso Natural Gas Company right of way South 08°01'01" East a distance of 433.65 feet to a point;	di sensi - ye sulles renzindeni
Thence leaving said right-of-way line North 75°31'42" West a distance of 2061.21 feet to a point;	synawiden sonar
Thence North 80°13'14" West a distance of 740.37 feet to a point;	abe at mea ar
Thence 362.65 feet along the arc of a curve to the left whose radius is 2000.00 feet whose interior angle is 10°23'21" whose chord bears North 14°44'13" East a distance of 362.16 feet to the "TRUE POINT OF BEGINNING" and containing in all 24.95 acres of land more or local.	kiontechnik (troj mogi]k
less. iob #1202-78-6A.R.C. LGL-04\120278-6A.LGL Ron R. Conde R.P.L.S. No. 5152	rassi dana seberden edi ki adara a para seren ese
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1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283	

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Being a portion of Resler Drive, and Tracts 2E and 4G, Nellie D. Mundy Survey No. 240, and a portion Tract 1B, Nellie D. Mundy Survey No. 242, and All of Tract 2A and portion of Tract 2E, Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas Prepared for: Hunt/Plexxar January 27, 2004 (PARCEL 7A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Resler Drive and Tracts 2E and 4G, Nellie D. Mundy Survey No. 240 and a portion of Tract 1B, Nellie D. Mundy Survey No. 242, and all of Tract 2A and a portion of Tract 2E, Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at a existing city monument at the point of curve Resler Drive station 116+66.54, Thence from said monument South 13°33'12" West a distance of 361.55 feet to a point for The "TRUE POINT OF BEGINNING".

Thence South 80°13'14" East a distance of 740.37 feet to a point;

Thence South 75°31'42" East a distance of 2061.21 feet to a point on the westerly line of an El Paso Natural Gas Company right of way;

Thence along said right-of-way line South 08°01'01" East a distance of 2047.94 feet to a point;

Thence leaving said right-of-way line North 77°44'17" West a distance of 192.12 feet to a point;

Thence South 85°54'38" West a distance of 479.15 feet to a point;

Thence South 78°29'51" West a distance of 758.12 feet to a point;

Thence North 79°02'30" West a distance of 1502.00 feet to a point;

Thence North 88°47'23" West a distance of 830.80 feet to a point;

Thence South 60°02'38" West a distance of 309.60 feet to a point;

Thence South 05°10'26" West a distance of 386.91 feet to a point;

CONDE, INC. ENGINEERING / LAND SURVEYING / PLANNING 1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

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Being a portion of Tract 2C, Nellie D. Mundy Survey No. 243 City of El Paso, El Paso County, Texas Prepared for: Hunt/Plexxar January 27, 2004 (PARCEL 8A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 2C, Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

THE "TRUE POINT OF BEGINNING" being a point on the intersection of the southerly right-of-way line of Woodrow Bean Transmountain Drive (Loop 375) with the easterly line of an 100' El Paso Natural Gas Company right of way;

Thence along the southerly right of way line of Woodrow Bean Transmountain Dr. (Loop 375) South 75°31'42" East a distance of 201.87 feet to a point;

Thence continuing along said right-of-way line South 84°25'25" East a distance of 737.60 feet to a point;

Thence leaving said right-of-way line South 00°03'24" West a distance of 401.89 feet to a point;

Thence North 84°27'31" West a distance of 808.39 feet to a point;

Thence North 75°31'42" West a distance of 66.19 to a point on the easterly right-of way line of El Paso Natural Gas Company right of way;

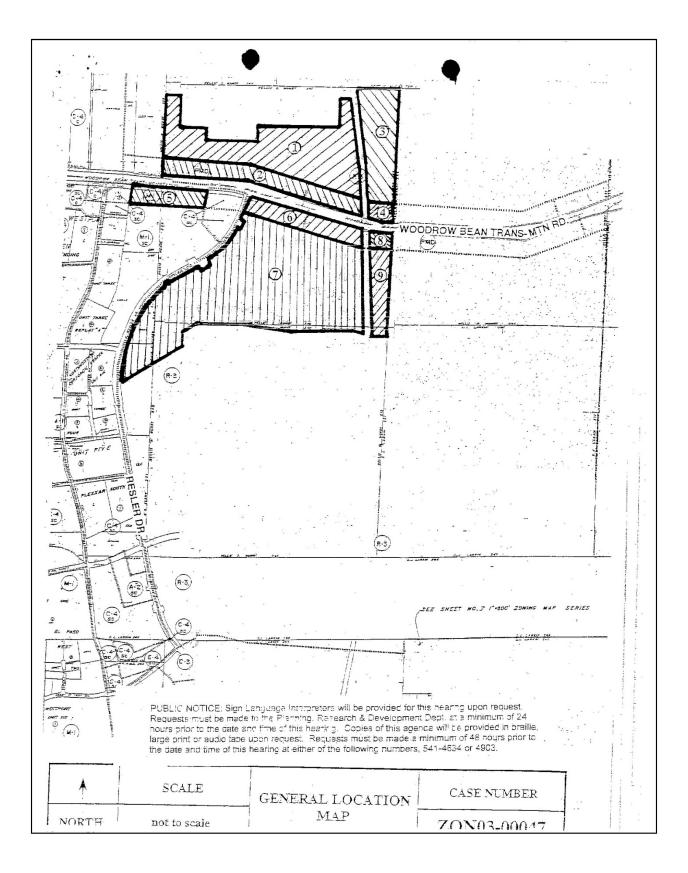
Thence along said right-of-way line North 08°01'01" West a distance of 433.65 feet to the "TRUE POINT OF BEGINNING" and containing in all 8.34 acres of land more or less.

Ron R. Conde R.P.L.S. No. 5152



job#1202-78-8A.R.C. LGL-04\120278-8A.LGL

CONDE, INC. ENGINEERING / LAND SURVEYING / PLANNING 1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283



17

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DATE: 4-2004
TO: MAPPING SECTION
RETURN TO: Dandra
ORDINANCE #: 15708
ORDINANCE DATE: 3204 3-2-04
CASE #: 20103 00047
CONDITIONS: <u>US</u>
METES & BOUNDS: <u>UCS</u>
Returned on 5-28-04 DR

18

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Recommend approval of the rezoning request.

Planning and Inspections Department – Plan Review & Landscaping Division

No comments received.

Planning and Inspections Department – Land Development

Recommend approval. No objections to proposed rezoning plan.

Environmental Services Department

No comments.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

<u>Sun Metro</u>

Recommend approval. No objections.

El Paso Water Utilities

We have reviewed the request described above and provide the following comments:

El Paso Water (EPWU) does not object to this request.

The Owner/Developer will enter into a Development Agreement with the El Paso Water – Public Service Board (EPWater-PSB) to construct, 8-inch diameter water mains and 8-inch diameter sanitary sewer mains for Cimarron Canyon Unit Two Subdivision. The Developer's utility contractor will install the required water and sanitary sewer mains which will be available for permanent service once EPWater-PSB issues a Letter of Final Acceptance of the facilities.

General:

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Open Space Advisory Board

Recommend approval.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID.

Texas Department of Transportation

No comments received.



East of Resler Dr. and South of Transmountain Rd **Rezoning**

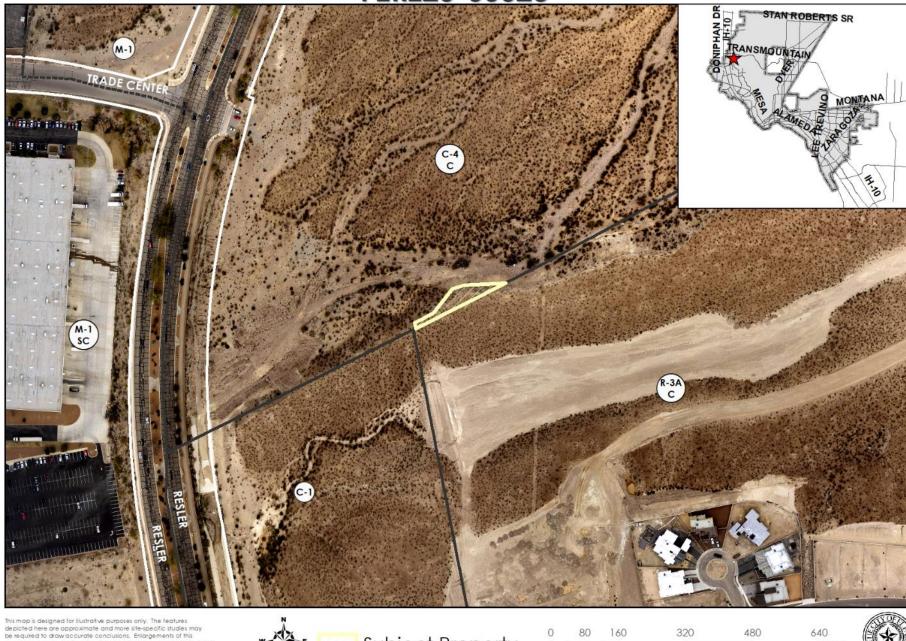
PZRZ20-00023





Recommendation

- Staff recommend approval of the rezoning request
- CPC recommended approval (5-0) on November 12, 2020

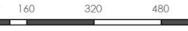




Aerial

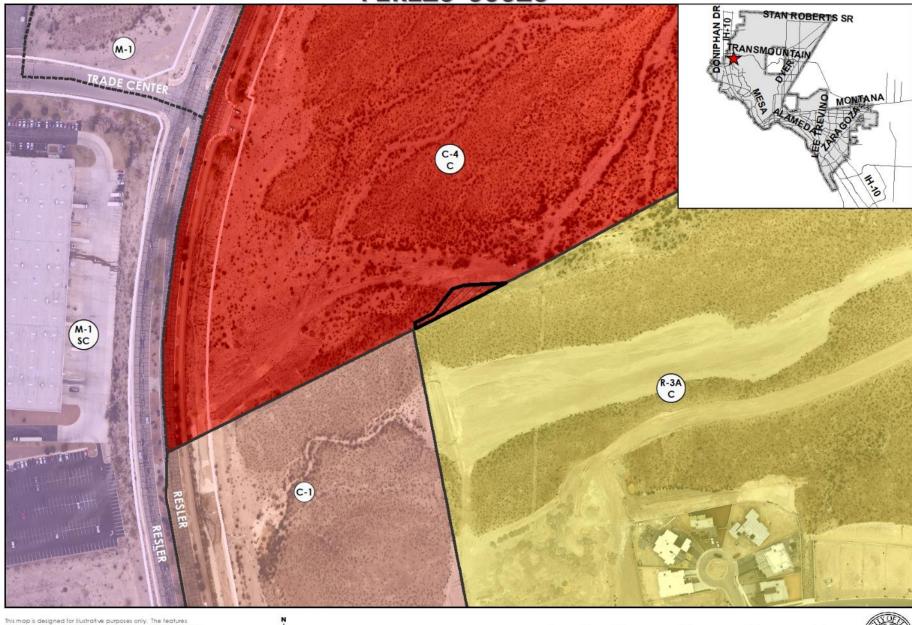














Existing Zoning

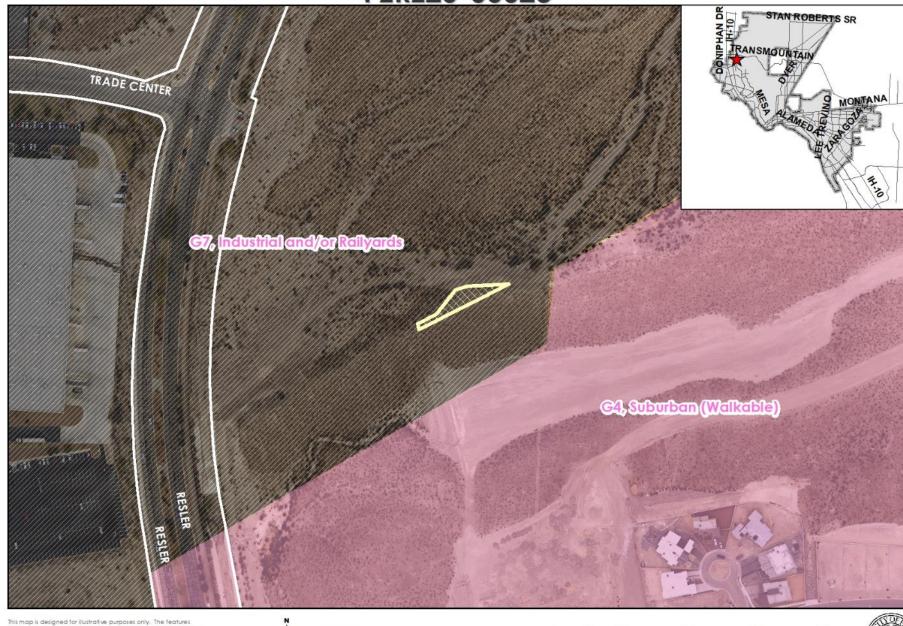


Instanps a designed tor illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Ranning Division makes no claim to its accuracy or completeness.





640



Subject Property

320

160

480

640

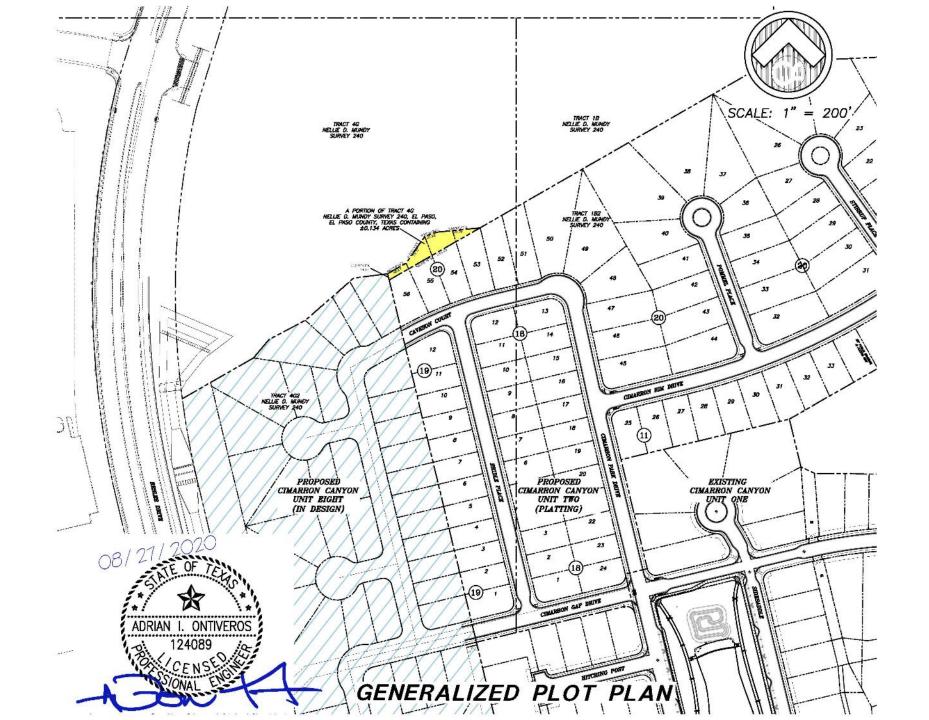


Future Land Use



Inis map is designed for illustrative purposes only. The features depicted here approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Ranning Division makes to alar to its accuracy or completeness.







Conceptual Plan







Subject Property



Surrounding Development



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Public Input

- Notices were mailed to property owners within 300 feet on October 29, 2020.
- The Planning Division has not received any communications in support nor opposition to the request.







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



ITEM 32

East of Resler Dr. and South of Transmountain Rd **Rezoning**

PZRZ20-00023





Recommendation

 Staff recommend approval of the rezoning request

> CPC recommended approval (5-0) on November 12, 2020

 The Open Space Advisory Board recommended approval (4-1) on January 6, 2021





Aerial





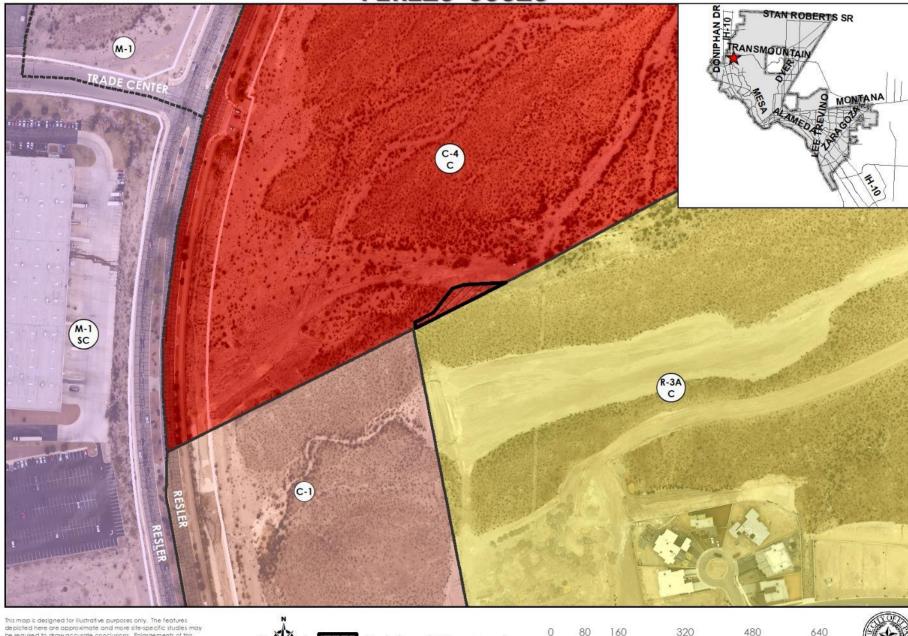




640



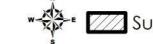




Existing Zoning

526

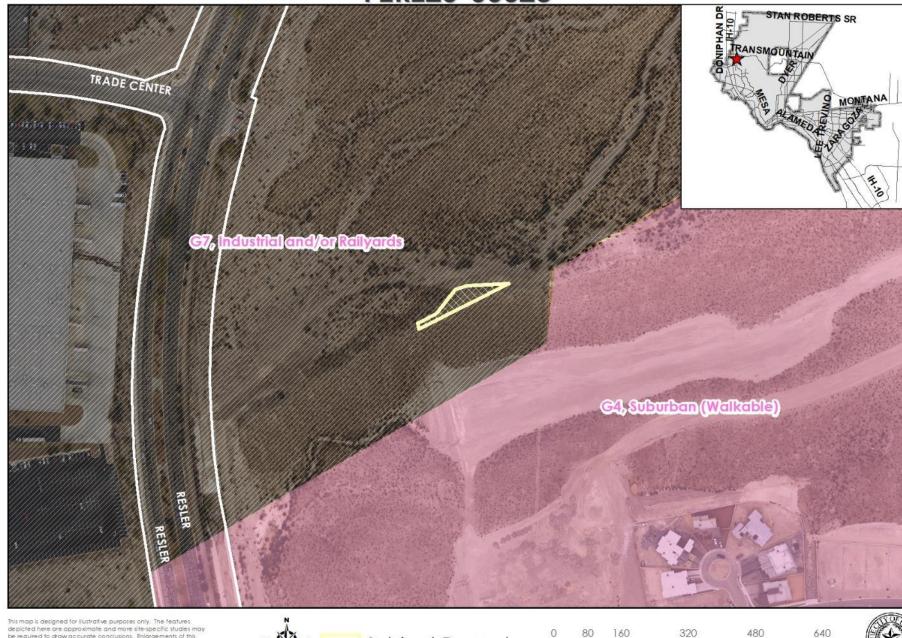
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & inspections Department Planning Division makes no claim to its accuracy or completeness.











Subject Property

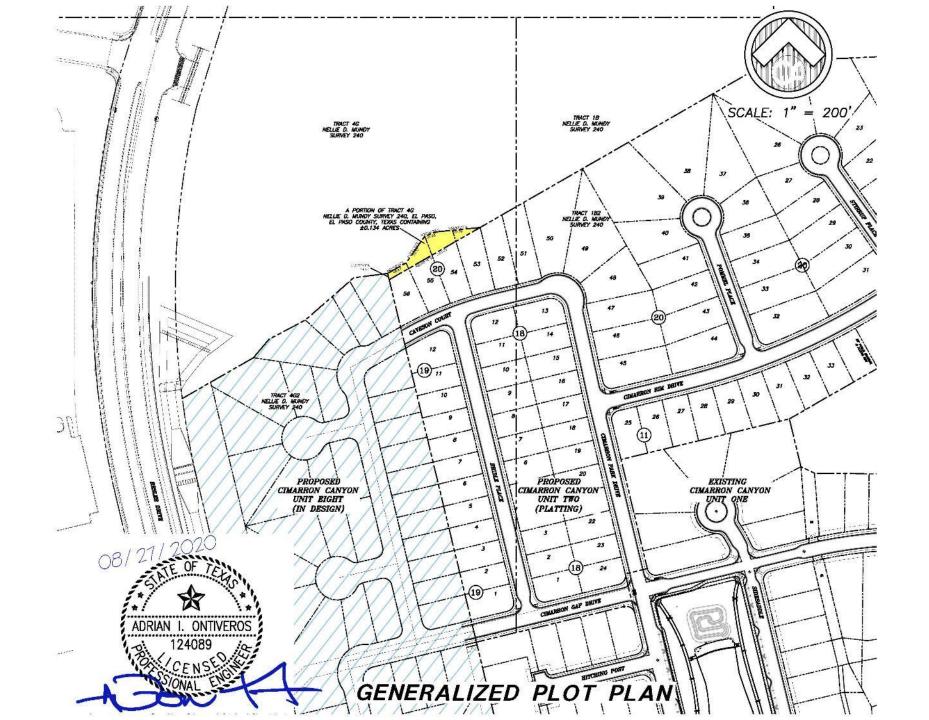


Future Land Use



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Pianning & inspections Department Ranning Division makes no claim to its accuracy or completeness.







Conceptual Plan







Subject Property



Surroundin g Developme nt



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Public Input

- Notices were mailed to property owners within 300 feet on October 29, 2020.
- The Planning Division has not received any communications in support nor opposition to the request.





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

File #: 20-57, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Harrison Plourde, (915) 212-1584

PUBLIC HEARING DATE: 1/19/2021

<u>STRATEGIC GOAL:</u> Goal 3 - Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to update permit term and renewal requirements.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Planning and Inspections Department staff will provide an update on the second year of the Shared Use Mobility Device Pilot Program, and recommendations for changes to the relevant section of El Paso City Code.

PRIOR COUNCIL ACTION:

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

- On January 8, 2019 City Council approved Ordinance 018899 amending Title 15 of El Paso City Code to add provisions establishing and governing the pilot program.
- On January 21, 2020 City Council approved Ordinance 019012 amending Title 15 to extend the pilot program by one year, to January 31, 2021.

AMOUNT AND SOURCE OF FUNDING:

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

El Paso, TX

Department Head:

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Planning & Inspections, Planning Division

AGENDA DATE: January 5, 2021

PUBLIC HEARING DATE: January 19, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553 Harrison Plourde, (915) 212-1584

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes 3.2 Improve the visual impression of the community

SUBJECT:

An ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to update permit term and renewal requirements.

BACKGROUND / DISCUSSION:

Planning & Inspections staff will provide an update on the second year of the Shared Mobility Device Pilot Program, and recommendations for changes to the relevant section of El Paso City Code.

PRIOR COUNCIL ACTION:

- On January 8, 2019 City Council approved Ordinance 018899 amending Title 15 of El Paso City Code to add provisions establishing and governing the pilot program.
- On January 21, 2020 City Council approved Ordinance 019012 amending Title 15 to extend the pilot program by one year, to January 31, 2021.

AMOUNT AND SOURCE OF FUNDING:

N/A

DEPARTMENT HEAD:

Philip *Etiwe* Philip F. Etiwe – Planning and Inspections Director

ORDINANCE NO.

ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.08 (STREET RENTALS), SECTION 15.08.150 (SHARED MOBILITY DEVICES), TO UPDATE PERMIT TERM AND RENEWAL REQUIREMENTS. THE PENALTY IS AS PROVIDED IN SECTION 15.08.150 OF THE EL PASO CITY CODE.

WHEREAS, on January 8th, 2019 the City of El Paso adopted Ordinance No. 018899 allowing for the placement of shared mobility devices on the public right of way for a 12 month evaluation period; and

WHEREAS, on January 21st, 2020 the City of El Paso adopted Ordinance No. 019012 extending the evaluation period for an additional 12 month period; and

WHEREAS, the City Council wishes to extend the evaluation period for an additional 12 months.

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

SECTION 1. Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), Subsection C, of the El Paso City Code is amended to read as follows:

C. Permit. A person who wants to place a shared use mobility device on the public right-of-way shall apply for a permit on an application form as required by the director. The director shall issue a permit to a person that complies with requirements of this section and any regulations adopted by the director pursuant to this section. The director shall not issue a permit to a person that does not comply with the requirements of this section or any regulations adopted by the director pursuant to this section. A person is not eligible to apply for a permit for one year following a revocation of a permit under this section. Unless terminated earlier as provided under this section, all permits issued under this section expire January 31, 2022 regardless of the date such permit is issued. No permit shall be issued to a person owing ad valorem taxes to the city or who has defaulted on an agreement with the city within five years preceding the application for a person who owns the shared use mobility devices for which the permit is requested. All application forms and documents under this section must be executed by the owner of the shared use mobility devices. Nothing in the section prohibits city council from amending this section to change the expiration date of all permits.

SECTION 2. Except as herein amended, all provisions of Title 15 remain in full force and effect.

ADOPTED this ______ day of _____, 2021.

CITY OF EL PASO:

ATTEST:

Oscar Leeser, Mayor

Laura D. Prine, City Clerk

ORDINANCE NO. _____ 20-1007-2669 | 1046335_2 Title 15 Code Amendment-Shared Use Mobility Devices OAR

APPROVED AS TO FORM:

Oman A. De La Rosa Omar A. De La Rosa

Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Eiwe Philip F. Etiwe, Director

Philip F. Etiwe, Director Planning and Inspections Department

Title 15.08.150 - Shared Mobility Devices

C. Permit. A person who wants to place a shared use mobility device on the public right-of-way shall apply for a permit on an application form as required by the director. The director shall issue a permit to a person that complies with requirements of this section and any regulations adopted by the director pursuant to this section. The director shall not issue a permit to a person that does not comply with the requirements of this section or any regulations adopted by the director pursuant to this section or any regulations adopted by the director pursuant to this section. A person is not eligible to apply for a permit for one year following a revocation of a permit under this section. Unless terminated earlier as provided under this section, all permits issued under this section expire January 31, 2021-2022 regardless of the date such permit is issued. No permit shall be issued to a person owing ad valorem taxes to the city or who has defaulted on an agreement with the city within five years preceding the application for a permit under this section. Notwithstanding anything to the contrary, a permit may only be issued to a person who owns the shared use mobility devices for which the permit is requested. All application forms and documents under this section must be executed by the owner of the shared use mobility devices. Nothing in the section prohibits city council from amending this section to change the expiration date of all permits.



City of El Paso Shared Mobility Pilot Program

Summary and Update







PILOT PROGRAM

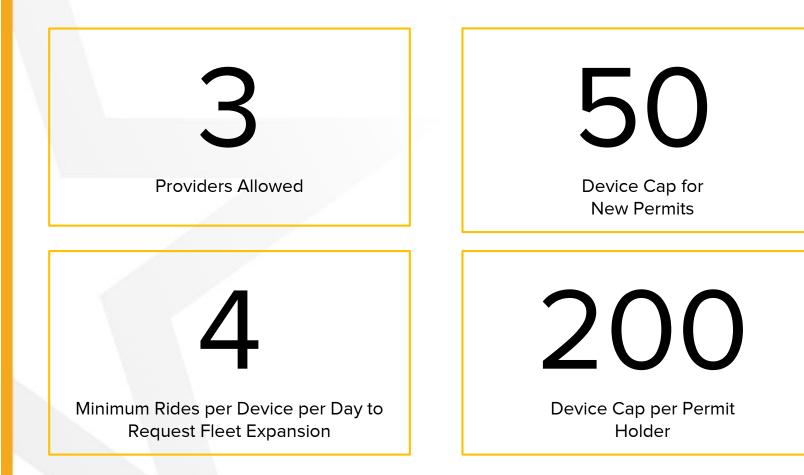
• Program started January 31, 2019

- Allows providers to deploy shared mobility (e-scooter) devices in the City through a permitting process
- Pilot program allows for collection of data (ridership) and feedback on use of devices on City streets
- City Council extended for additional year (to January 31, 2021)
 - **Zero** insurance claims to date
 - Zero complaints routed to Planning in 2020





PROGRAM REQUIREMENTS

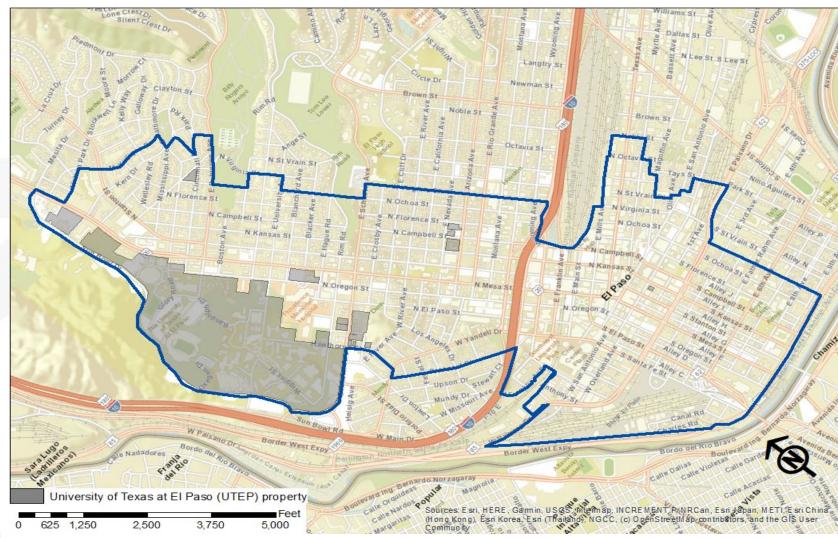


- Fleet expansion requests authorized in 50 device increments up to the maximum (200)
- 600 device maximum with full fleet deployment





DEPLOYMENT BOUNDARY







PROGRAM TIMELINE

 4/3/2019: 1st Permit issued to Glide Fleet expansions granted on 5/2, 6/7, and 9/26/2019 12/3/2019: Permit issued to Blue Duck 12/5/2019: Permit issued to Spin 1/21/2020: City Council extends pilot program through January 2021 3/27/2020: All operations cease for COVID-19 shutdown 5/19/2020: Operations resume after review with sign-off from Fire and Health 	1/31/2019:	Pilot program began		
12/3/2019:Permit issued to Blue Duck12/5/2019:Permit issued to Spin1/21/2020:City Council extends pilot program through January 20213/27/2020:All operations cease for COVID-19 shutdown5/19/2020:Operations resume after review	4/3/2019:	1 st Permit issued to Glide		
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program through January 2021503/27/2020:All operations cease for COVID-19 shutdownGlideSpin5/19/2020:Operations resume after reviewBlue DuckRema	12/5/2019:	Permit issued to Spin		
COVID-19 shutdownGlideSpin5/19/2020:Operations resume after reviewBlue DuckRema	1/21/2020:	program through January		
	3/27/2020:	•	Glide	Spin
	5/19/2020:	•	Blue Duck	Remaining





STATUS OF RIDERSHIP

- 3 licensed providers (Glide, Spin, Blue Duck)
 - **Glide** has operated all year (save the shutdown period)
 - **Blue Duck** deployment began 12/10/2019, resumed 11/6/2020 after conclusion of shutdown period
 - **Spin** has not deployed devices to date
- **Zero** insurance claims to date
- **Zero** complaints routed to Planning in 2020





2020 RIDERSHIP DATA





STAFF RECOMMENDATION

- Extend pilot program for one year
 - End date January 31, 2022





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

File #: 21-47, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 3

Airport, Sam Rodriguez, (915) 212-7301

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

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 on a Resolution that Schedule C, attached to the FY 2021 Budget Resolution and effective September 1, 2020, shall be amended as set forth in Attachment A, to establish the daily cargo parking and building use fee under Section 14.24.130 of the City Code.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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 Department of Aviation is requesting approval of this amendment to clarify the fees that airlines/aircraft operators that do not have agreements with the El Paso International Airport are required to pay when using the cargo ramp and buildings in accordance with Title 14 (Aircraft and Airports).

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? $\mathsf{N/A}$

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? N/A: This is an administrative item

N/A: This is an administrative item.

Department Head:

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Aviation

AGENDA DATE: January 19, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Sam Rodriguez, (915) 212-7301

DISTRICT(S) AFFECTED: 3

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

SUBJECT:

Resolution that Schedule C, attached to the FY 2021 Budget Resolution and effective September 1, 2020, shall be amended as set forth in Attachment A, to establish the daily cargo parking and building use fee under Section 14.24.130 of the City Code

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this amendment to clarify the fees that airlines/aircraft operators that do not have agreements with the El Paso International Airport are required to pay when using the cargo ramp and buildings in accordance with Title 14 (Aircraft and Airports).

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A: This is an administrative item.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:

am Rodriguez, P.E., Aviation Director

RESOLUTION AMENDING SCHEDULE C FOR THE CITY OF EL PASO FY2021 FEE SCHEDULE

WHEREAS, the City Council adopted the Budget Resolution for FY 2021 on August 18, 2020; and

WHEREAS, paragraph 48 of the Budget Resolution provides that any revisions or additions to the fees listed in Schedule C, or the process or formula used for setting fees, shall be approved by simple resolution of the City Council; and

WHEREAS, the City Council desires that the Airport can charge a daily cargo parking and building use fee as allowed under City Code Section 14.24.130; and

WHEREAS, this Amendment to Schedule C ensures cost recovery and sound fiscal management.

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

That Schedule C, attached to the FY 2021 Budget Resolution and effective September 1, 2020, shall be amended as set forth in Attachment A, to establish the daily cargo parking and building use fee under Section 14.24.130 of the City Code effective January ____, 2021.

APPROVED this _____ day of _____ 2021.

CITY OF EL PASO, TEXAS:

ATTEST:

Oscar Leeser Mayor

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Leslie B Jean-Pierre Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E. Director of Aviation

20-1003-1119 | PL#1048801 Addition to Schedule C-Title 14-Daily Cargo Parking and Building Use Fee LBJ

Attachment A

Line No.	Account	Fee Description	Detail	Municipal Code Section	Increase Based On:	FY 2020 Amended Fees	FY 2021 Proposed Revised
1872	430030		Daily Cargo Building Rental Rate - Cargo Building Rate divided by 360 days X Number of Rented Square Feet = Daily Cargo Building Rental Rate	Title 14	Analysis	\$0.018 per square foot per day	\$0.0221 per square foot per day
	430110	Cost Recovery Rates	Daily Cargo Parking Fee	Title 14	Analysis		Up to 4 Hours - \$91.71 4 Hours to 24 Hours - \$183.43



El Paso, TX

Legislation Text

File #: 21-73, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Economic and International Development, Elizabeth Triggs, (915) 212-1619

PUBLIC HEARING DATE: 1/19/2021

<u>STRATEGIC GOAL:</u>

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

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.

Presentation and discussion by El Paso Electric to introduce Chief Executive Officer, Kelly Tomblin, and present an overview of El Paso Electric planned activities and goals moving into 2021.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

In late July, El Paso Electric was acquired by Sun Jupiter Holdings LLC. The purpose of this presentation is to introduce the new company's new Chief Executive Officer, Kelly Tomblin, and provide an overview of planned activities and goals in 2021.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? $\ensuremath{\mathsf{N/A}}$

AMOUNT AND SOURCE OF FUNDING:

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

N/A

Department Head:

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Strategic Partnerships
AGENDA DATE:	January 19, 2021
CONTACT PERSON:	Elizabeth Triggs, <u>TriggsEK@elpasotexas.gov</u>
DISTRICT(S) AFFECTED:	All Districts

SUBJECT:

Presentation and discussion by El Paso Electric to introduce Chief Executive Officer, Kelly Tomblin, and present an overview of El Paso Electric planned activities and goals moving into 2021.

BACKGROUND / DISCUSSION:

In late July, El Paso Electric was acquired by Sun Jupiter Holdings LLC. The purpose of this presentation is to introduce the new company's new Chief Executive Officer, Kelly Tomblin, and provide an overview of planned activities and goals in 2021.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Elizabeth Triggs

Elizabeth Triggs, Strategic Partnerships Officer Strategic Partnerships

The Power of Partnership





Kelly A. Tomblin

Chief Executive Officer, El Paso Electric Company

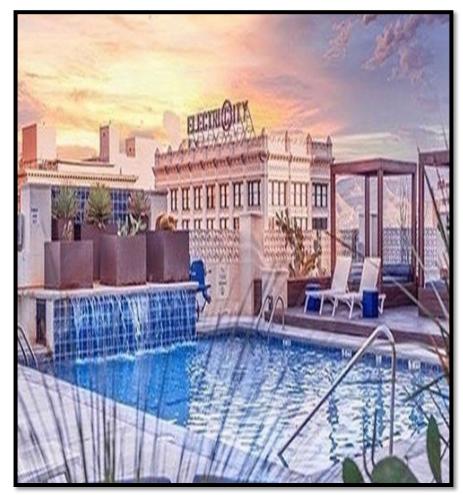
- 30 years experience in the energy industry
 Experience includes U.S., Canada, Latin America, Caribbean, and U.K.
- Led renewable development, new storage solutions, operational excellence programs, customer re-engagement initiatives and improved customer solution strategies.
- Passionate about economic development, diversity, leadership, and unleashing talent
- Excited to be in the El Paso Region- and to lead the Transformation of the Energy Landscape and developing relationships with elected officials.





Transforming the Energy Landscape

- Flexible Generation to Meet our Climate and Reliability Goals
- Smarter Grids for Smarter Cities
- Enhanced Customer Control and Information
- Smarter Resource Utilization and Improved Asset Management
- Energy Education for Efficiency
- An Involved Intentional Approach to Economic Development
- Improved Stakeholder Engagement













21 Goals for 2021

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Engagement Process 17. Promote Diversity, Equity, and Inclusion (DEI) 18. Improve Employee Health and Well-Being 19. Choose the Right Projects to Optimize Performance 20. Improve Financial Performance Throughout

the Organization 21. Develop Process Improvement Program

By keeping these priorities at the forefront, we will confidently usher in a new era in energy solutions.









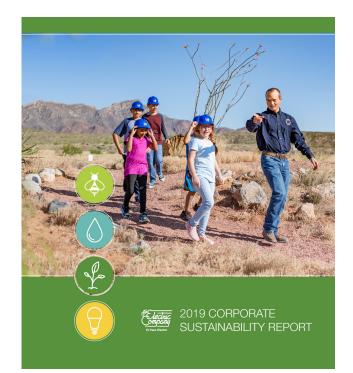




EPE's Climate Commitment

"To protect the **environment** and support our **communities** while engaging our employees and **customers** as we **transform the energy landscape**."

- Reduce energy use, water use, and waste generation;
- Support adoption of clean technologies on both the supply and customer sides;
- Deploy technologies to enable more efficient use of energy;
- Develop equitable regulatory and rate constructs; and
- Grow and maintain constructive relationships with stakeholders interested in advancing sustainability in the communities we serve.





EPE's Climate Commitment

- Protect the environment
 - Goal to continue to perform in the top 25% of the 100 largest power producers in the U.S. for lowest carbon emissions
 - Plan to reduce:
 - carbon intensity by 40% by 2035
 - water use by 25% by 2025
 - Transition EPE's vehicle fleet to hybrid and electric vehicles
 - Minimize wildlife impacts by avoiding, relocating, or rehabilitating species

2018 Output Emission Rates				
	CO _{2e} (lbs/MWh)			
El Paso Electric	538			
U.S. Power Sector	953			
WECC Southwest	1028			
New Mexico	1340			
Texas	984			

U.S. EPA, 2020. Emissions & Generation Resource Integrated Database (eGRID) at https://www.epa.gov/sites/production/files/2020-01/documents/egrid2018_summary_tables.pdf

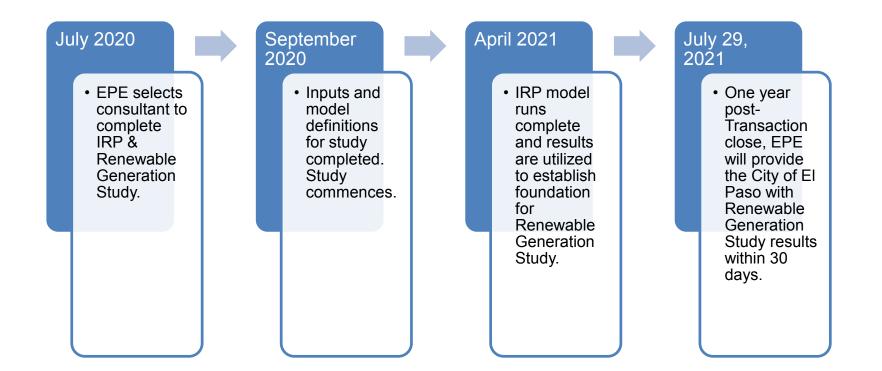








Climate: Renewable Generation Study Timeline







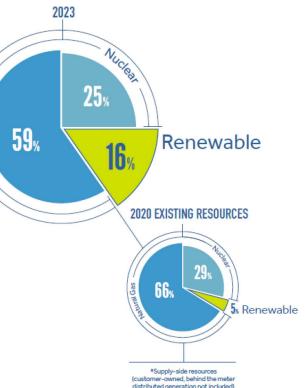






Customer: Powering a New Generation of Resources

- EPE's resource portfolio additions include:
 - 200 megawatts of solar power
 - 50 megawatts of battery storage
 - 228 megawatt Newman Unit 6
- Newman Unit 6 replaces 1950s and 1960s less efficient technology
- Newman Unit 6 can turn on and off within minutes to respond to customer energy usage and changes in renewable resources



566

El Paso Elect

Natural Gas



Customer: Ensuring Reliability and Cost Effectiveness

- June 2017- Issued All-Source Request for Proposals
- May 2018 Received final proposals
- 2018 Engaged E3 (Energy, Environment, Economics), Industry expert in markets, planning, and new technology analysis
 - Authored numerous decarbonization papers
 - RFP Selection Analysis
- December 2018 RFP Selection and Award
- January 2019 and December 2019 Press releases issued
- October 16, 2020 Public Utility Commission of Texas grants Certificate of Convenience and Necessity authorization

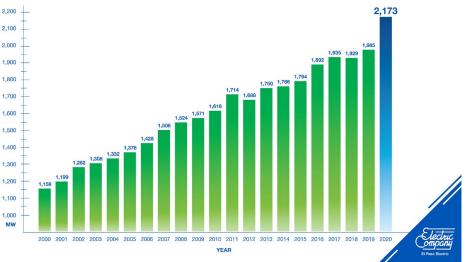




Customer: Meeting the Growing Needs of our Community

- The additions of solar, battery storage, and Newman Unit 6 are needed to meet the growing needs of our community due to:
 - Load growth
 - Customer growth
 - Increased economic development
 - Electrification of the economy
 - Aging infrastructure and plants that need to be retired

2020 PEAK LOAD





Customer: Making Good, Better

Newman Unit 6

- Newman Unit 6 is Zero Carbon Capable
 - Possibility of exploring partial hydrogen fuel operation
 - Could explore modification for 100% hydrogen fuel operation
- 600 million gallons of water per year will be saved
- 20% greater efficiency than the replaced units, resulting in a significant reduction in natural gas usage





Customer: Growing El Paso's Economy

 Economic benefits for the El Paso Metropolitan Statistical Area due to Newman Unit 6

lmpact Type	Employment	Labor Income	Output
Direct Effect ¹	22	\$706,009	\$28,440,000
Indirect Effect ²	37	\$3,304,872	\$14,456,222
Induced Effect ³	20	\$766,461	\$2,686,822
Total Effect	79	\$4,777,342	\$45,583,044





Customer: EPE's Commitment to our Community

- Support our community
 - EPE partners with more than 145 civic and charitable organizations and provided:
 - Over \$1.5 million in donations in 2020, resulting in a Total Economic Impact of \$2.8 million.
 - Over 10,600 volunteer hours in the last two years
 - EPE drives regional economic development:
 - \$899 million in economic impact
 - 2,446 regional jobs created
 - \$189 million in labor income











Culture of Caring: The COVID-19 Pandemic

- EPE voluntarily suspended disconnections for nonpayment in March 2020
- We partnered with Project Bravo and Project Amistad to assist customers with payments
- 56,264 customers were provided assistance totaling \$6,991,603
- While necessary to resume customer practices, EPE is committed to working with our customers and treating all of our customers equitably

We encourage our customers to contact us by calling 1-800-592-1634 or emailing customercare@epelectric.com





Culture of Innovation: Smart Cities

What makes a Smart City?

Smart Cities use data and digital technology to make better decisions, improve efficiency, and quality of life.

Advanced Metering Infrastructure allows for the creation of Smart Cities.



Smart Public Services (water, lighting, waste, public health)



Smart Infrastructure (efficient homes and buildings)



Smart Transportation (traffic management, mobility tools)

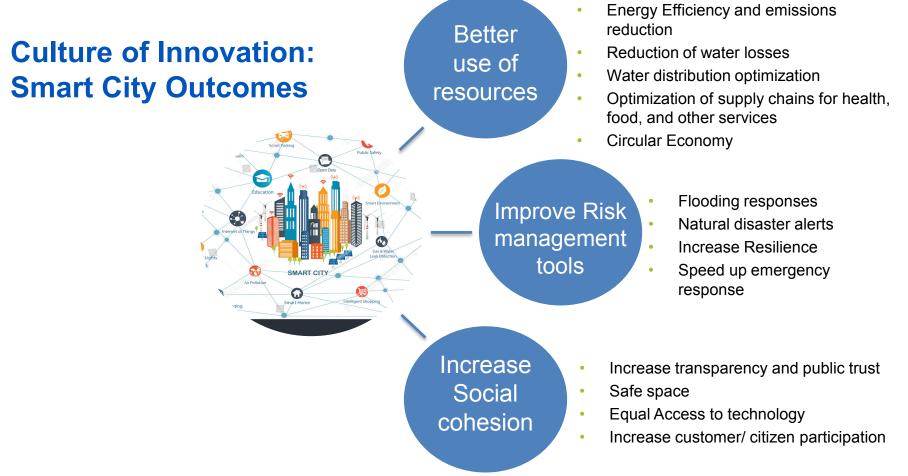
Smart Energy (microgrids, distributed energy)



Smart Data/Intelligent Services (transparency & open data, free Wi-Fi)











Moving Forward Together

We look forward to reestablishing our partnership with the City of El Paso and our customers to ensure the prosperity of our region.

- We will work together with increased communication to create a culture of collaboration and transparency.
- Get to know us again as we transform the energy landscape with a commitment to climate, customers, culture, and community.





Contact Us



El Paso Electric Toll free: 1-800-592-1634 (915) 543-5711

Customer Service Texas: (915) 543-5970 New Mexico: (575) 526-5555

Trouble and Outage Number Texas: (915) 877-3400 New Mexico: (575) 523-7591 Mobile App →

⊠Mail

Mailing Address

El Paso Electric P.O. Box 982 El Paso, Texas 79960

Email Contact us by email: customercare@epelectric.com

https://www.epelectric.com/customers/residential/customer-service/assistance-programs







Legislation Text

File #: 21-82, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Economic and International Development, Jessica Herrera, (915) 212-1619

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

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 of a Business Assistance and Recovery program implemented by the Economic and International Development Department. The program provides continued assistance to the local business community.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Formalizes the business support efforts made by the Economic and International Development Department.

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Economic and International Development

AGENDA DATE: January 19, 2021 PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Mirella Craigo, (915) 212-1617

CraigoM@elpasotexas.gov

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: Stabilize and expand El Paso's tax base

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 of a Business Assistance and Recovery program implemented by the Economic and International Development Department. The program provides continued assistance to the local business community.

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?

Formalizes the business support efforts made by the Economic and International Development Department.

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

DEPARTMENT HEAD:

essica Herrera

Sessica Herrera, Director Economic & International Development

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



Small Business Assistance + Recovery Program

January 19, 2021





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

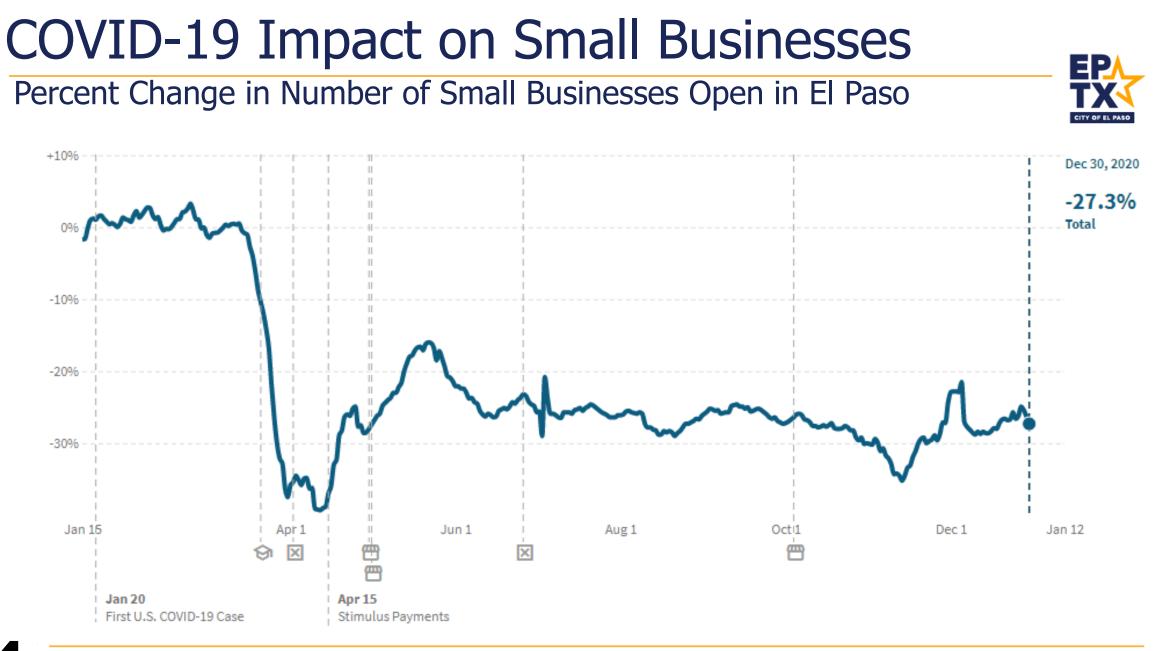


Overview

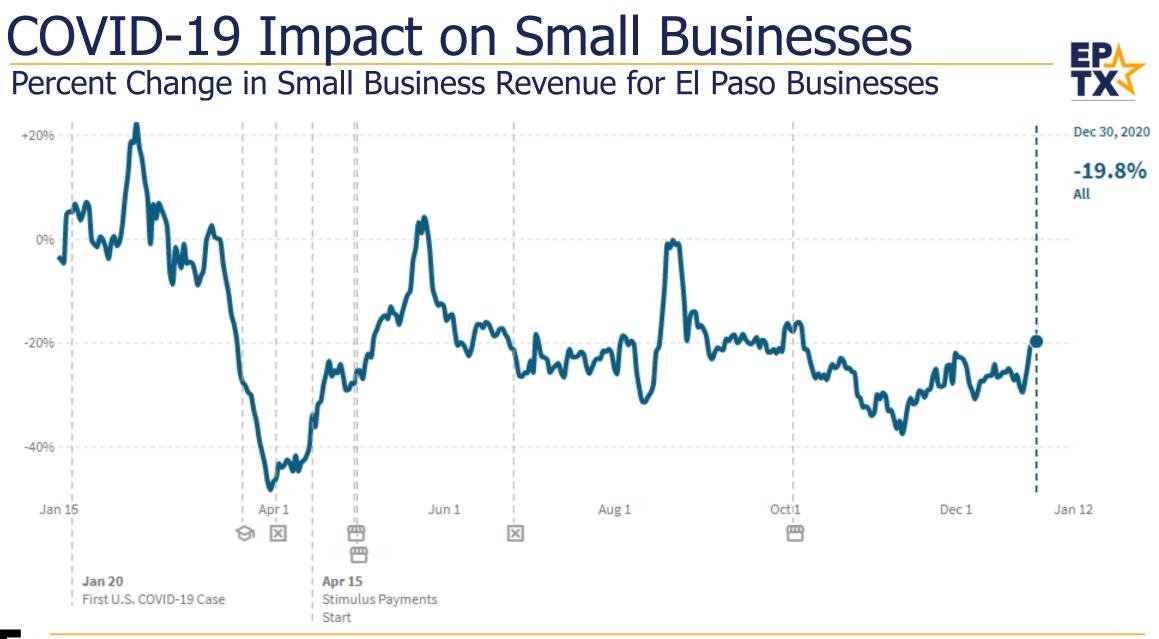
- Small business across the United States are closing at an alarming pace.
- Staff is enhancing a Small Business Assistance and Recovery Program to support local businesses through this tumultuous time and toward long-term success.







Source: Opportunity Insights Economic Tracker (tracktherecovery.org)



Source: Opportunity Insights Economic Tracker (tracktherecovery.org)



Presentation Summary

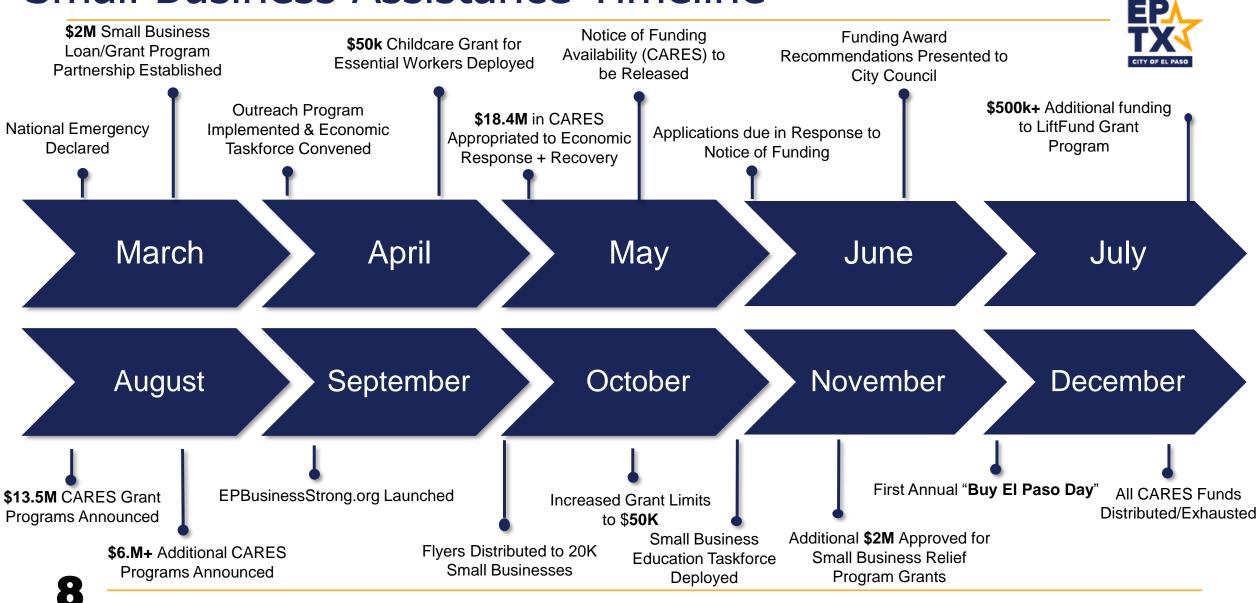
- 1. Current and Prior COVID-19 Economic Recovery Efforts
- 2. Business Testimonials on Program Successes
- 3. Initiatives to Connect with Small Businesses, Lenders, and Business Resource Partners
- 4. Small Business Training Programs
- 5. Formalizing and growing existing and new partnerships throughout the entire city
- 6. Small Business Marketing and Communications Support
- 7. Providing Exceptional Customer Service through business support initiatives





Economic Recovery Efforts

Small Business Assistance Timeline



Economic Response + Recovery Partners



*Partnerships with the Economic and International Development Department 588

EPBUSINESSSTRONG.ORG

English | Español 🛛 🕴 🍏 🎯

EP/

CITY OF EL PASO

WSLETTER SIGNU

Search here.. Q

SEARCH

Additional grant and loan funding is available.<u>Click Here</u> for application information

Local & State Health Orders	Safety	PPF	Testing	Financial Assistance	Resources
Local a State Health Olders	Jaiely		County		Neauurcea



How to reduce the risk for my employees and customers

It's impossible to create an environment which is 100% safe. However, there are steps you can take to reduce the risk.



Where can I locate PPE?

Dozens of El Paso businesses are providing personal protective equipment (PPE) to their employees to help slow the spread of COVID-19. Sourcing it can be difficult. The Medical Center of the Americas is curating an up-to-date list of vendors providing PPE.

Best Practices & FAOs?

Business owners and operators continue to be faced with unanticipated questions and unfamiliar

terminology. This section contains information on

what these terms mean and provides answers to

many frequently asked questions.



What business owners need to know about COVID-19 testing

Employers can assist in preventing and slowing the spread of COVID-19 while re-opening and sustaining services during the ongoing COVID-19 response. A comprehensive business response plan to COVID-19 should be specific to your workplace, identify all work areas and tasks that may provide potential exposure to COVID-19, and include control measures to eliminate or reduce exposures to COVID-19. Your plan should routinely take into account the level of disease transmission within the community, and be revised as needed, including discussing any changes to your plan with your employees.

WE ARE EL PASO BUSINESS STRONG

What are you searching for?

EPBUSINESSSTRONG.ORG



HOW CAN I KEEP MY EMPLOYEES SAFE?



While it may be impossible to create an entirely safe environment during this pandemic, there are steps you can take now to reduce the risk for your employees. Consider taking the City of El Paso's **Pledge to Safety.** This is a self-monitored program in which businesses promise to provide appropriate personal protective equipment (PPE) to employees, offer training and check employees for symptoms. The CDC also offers an extensive resource for businesses and work places which you can find by clicking here.

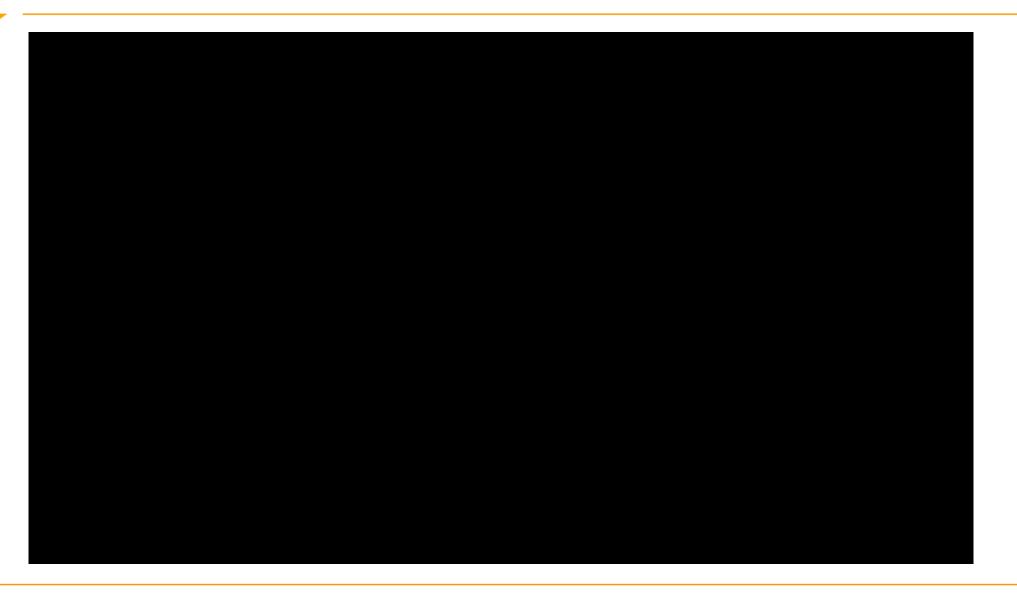




Many of the protocols which will keep your employees safe can also help keep your customers safe. While customers are the lifeblood of your business, minimizing in-person interactions could be an important tool to reduce the risk. The CDC offers guidance on redesigning workstations and re-imagining customer interactions. That guidance can be found by clicking here.

Large Loan Program	Build Safe Grant Programs	Small Loan Programs	
EL PASO COMMUNITY FOUNDATION		People Fund	
Administered By: Administered by Borderpiek Community Capital (EP Community Foundation) Loan Amounts: S35K to S125K Program Type: Zero Interest & Forgivable Loan Program Program Application Information: Large Loan Program: Click Here	Administered by: Mainistered by El Paso Chamber & El Paso Hispanic Chamber De Mainistered By Mainistered B	Administered By: Lifsfund & Peoplefund Loan Amounts: Up to Stok Program Type: Aero Interest & Forgivable Loo Program Application I Lift Fund Loan Program: Clied People Fund Loan Program:	nformation: k Here Call 915.213.1537
Commercial Assistance Grant Programs	Technology Solutions Grant Program		
EPEC EL PASO CHAMBER	WORKFORCE		
El Paso Chamber & El Paso Hispanic Chamber	Administered By: Workforce Solutions Borderplex		
Grant Amounts: Up to \$10.000 Program Type:	Grant Amounts: Based on Needs		
Microgrants for Commercial Mortgage/Rental & Utility Assistance	Program Type: Technical & Equipment Acquisition Assistance for Local Businesses		
Program Application Information: El Paso Chamber of Commerce Program: Click Here El Paso Hispanic Chamber of Commerce Program: Cell 915.366.4066	Program Application Information To Schedule an Appointment: Click Here		
** PLEASE APPLY TO ONE PROGRAM ONLY**			









Economic Response + Recovery

Small Business Recovery Program	\$ 3,000,000
Total	\$ 3,000,000
\$24,750,00	

EP

City Funds

Total Economic Support

Federal Funds	
Small Business Financial Assistance	\$ 17,334,000
Small Business Financial, Legal, Technical Assistance	\$400,000
Business Resource Clearinghouse	\$156,000
Business Safety Alteration Financial Assistance	\$1,990,000
Safety Product Access + Supply Chain	\$400,000
Contact Tracing + Work Safe Assistance + Training	\$100,000
Downtown Sanitation Program	\$113,000
Downtown Outdoor Dining	\$80,000
E-Commerce Platform Development + Technical Assistance	\$450,000
E-Commerce + Digital Platform Training	\$100,000
"Buy Local" Marketing Initiative	\$577,000
Childcare Assistance	\$50,000
Total	\$21,750,000

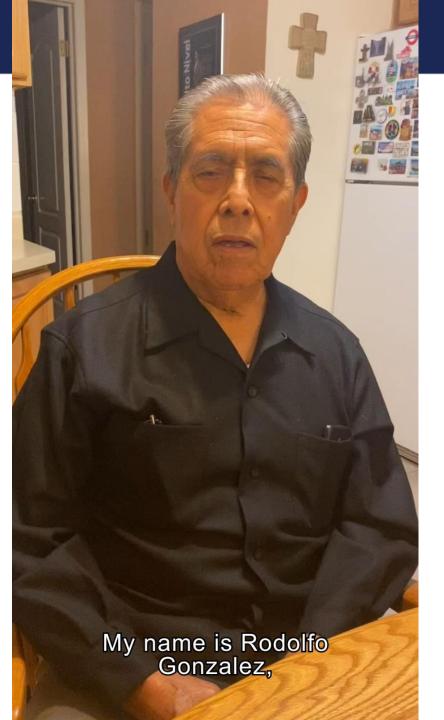




Over 1,400 financial grants, a total of \$17.9 million, have been provided to local businesses.







Rodolfo Gonzalez

Co-Owner – Vista Hills Barbershop





Business Name *	Business Owners Name *
	Full Name
Phone *	Email *
Address *	
Street Address	
Address Line 2	
City	State / Province / Region
ZIP / Postal Code	
Number of Employees	
Please enter a number greater than or equal to 0 .	
Anticipated Dollar Amount Needed *	

Preparing for the Future

- Over 900 businesses have joined the waitlist.
- More than \$18 million in requested financial assistance.

Small Business Assistance

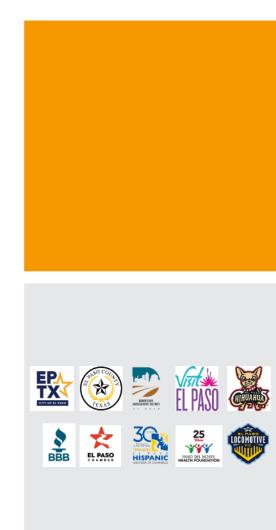
Small Business Education Task Force

- 15 temporary employees in the business community providing training on safe business practices and promoting available assistance programs/Pledge to Safety.
- Staff was trained by the Department of Public Health.
- 1,276 visits conducted.

Pledge to Safety

928 Business have taken the Pledge









Antolin Arguelles Owner – EPK9 Stay + Play







Buy El Paso – Program Success

• Earned media received over 120,000 views.

• More than 58,000 users and 72,000 visits on the Buy El Paso website.



Buy El Paso – Social Media Metrics

- 1503 likes on Facebook
 - Approximately 740,000 views
 - Over 160,000 video views
- 3424 total Instagram followers
 - Approximately 7,800 engaged users
 - Around 250,000 views
 - Over 2,100 website clicks







22



Printella Grinnell Owner – Plush Boutique

Buy El Paso Day: Saturday December 5, 2020

B

Visit BuyEP.org to learn why we say

When you Buy El PasoYou 🎔 El Paso + ON BUY EL PASO DAY +

you can show other shoppers just how committed you are to our community – for free!

Find a restaurant or retail business in the directory at BuyEP.org. (Don't worry, all of them have taken the City of El Paso's Pledge to Safety and many of them offer curbside pick-up or online ordering!)

+ MAKE A PURCHASE +

in any amount from one of those businesses, on **Buy El Paso Day, Saturday, December 5, 2020.**

While supplies last, you'll get a limited edition Buy El Paso mercado bag for free!

Quantities are limited. One mercado bag per customer per business. Participating businesses must have signed the City of El Paso's Pledge to Safety on or before Weds, Nov. 25, 2020. BBB Paso del Norte reserves the right to cancel or modify this promotion at any time.

23

rercado Bag!



24



Chuco Relic

3750 Gateway Blvd. East, #B El Paso, TX 79936 915.226.3394

Just the Tip of Texas Sweater

Just the Tip of Texas sweater is the holiday gift for any El Pasoan! Text is in gold color and the right sleeve contains the circle game sign. Order now at www.chucorelic.com or call (915) 226-3394 for curbside pickup!

Business Directory

Business	Phone	Address	Website
Desert East Family Dentistry	(915) 208-3345	1861 Robert Wynn Ste A	www.deserteastfamilydentistry.com
Desert Imaging	(915) 577-0100	122 West Castellano Drive, El Paso, TX	www.dielp.com
Destination El Paso	(915) 534-0693	1 Civic Center Plaza	
Destiny Perez	(970) 759-9730	14363 Edgemere Boulevard, El Paso, TX	
Detour BAR	(915) 373-0601	10108 McCombs Street, El Paso, TX	
Dim Kitchen	(915) 760-3048	937 Agua Prieta Drive, El Paso, TX, USA	
District Coffee Co	(915) 533-3226	222 Texas Ave STE F El Paso TX 79901	
Do or Dye	(915) 274-3350	501 Texas Ave, Suite 12 El Paso, TX	
Doca Inc Dba Special Edition	(915) 637-0980	3333 N Yarbrough Dr, Ste D El Paso, TX 79925	dai ya sheka Majara a say
DRIVE AUTO COLLISION	(915) 307-3034	3721 Buckner Street, El Paso, TX	driveautocollision.com
Dyslexia Institutes of America	(915) 613-3989	5380 North Mesa Street, Suite 108 El Paso, TX 79912	www.aysiexiaeipaso.com
Eastside Discount Nursery Eastside Tax & Bookkeeping	(915) 591-3333 (915) 598-4175	8423 North Loop Drive, El Paso, TX 3121 Forney Lane Suite B El Paso, TX	
EGA Paving and Construction, Inc	(915) 881-1782	428 Frederick Rd , El Paso, TX 79905	
El Calico Bar	(915) 356-0199	146 Chelsea Street, El Paso, TX	
El Cupido	(915) 204-5342	708 South El Paso Street, El Paso, TX 79901	
El Paseo Auto Parts	(915) 779-6608	5701 Yandell Dr, El Paso, TX 79925	
El Paso Ballroom Dance Academy	(915) 585-0090	7220 North Mesa Street, El Paso, TX	www.danceelpaso.com
El Paso Brewing Co	(915) 262-0687	810-B Texas Ave, El Paso, TX 79901	www.elpasobrewing.com
El Paso Central Appraisal District	(915) 780-2080	5801 Trowbridge Drive, El Paso, TX	www.epcad.org
EL PASO DERMATOLOGY	(915) 544-3254	1700 Murchison Drive, El Paso, TX	
El Paso Disposal	(915) 407-7022	5959 El Paso Drive, El Paso, TX	www.elpasodisposal.com
El Paso Downtown	(0.0) 101 1022		
Management District	(915) 400-2293	201 E Main, Suite 107	
El Paso Feet	(915) 239-0003	1533 North Lee Trevino Drive, Ste C1, El Paso, TX	elpasofeet.com
El Paso Inc.	(915) 534-4422	209 Noble St, El Paso, TX 79901	
El Paso Legal Video	(915) 474-1299	1540 Paul Harney Drive, El Paso, TX	www.eplegalvideo.com
El Paso Little Smiles Daycare LLC	(915) 629-7023	723 North Carolina Drive, El Paso, TX	
El Paso Safety Consultants	(915) 373-1302	1400 Lost Padre Mine	www.elpasosafety.com
El Paso SLI Sign Language			
Interpreters,LLC	(915) 356-8891	El Paso, TX	www.slielpaso.com
El Paso Varicose Veins Laser Clinic	(915) 577-0121	1300 Murchison Drive, Ste 110 El Paso, TX	www.varicoseveinslaserclinic.com
El Paso's Bakery	(915) 300-0414	3300 Fort Blvd, El Paso, TX	www.elpasosbakery.com
El Pasoans Fighting Hunger			
Food Bank	(915) 298-0353	9541 Plaza Circle, El Paso, TX 79927	elpasoansfightinghunger.org
El Valle Pest Control LLC	(915) 407-4967	12197 Chato Villa Drive, El Paso, TX	
Elegant Nails	(915) 581-9798	7040 North Mesa Street ste D El Paso Texas 79912	
Elegant Penguin Inc	(915) 592-8897	2200 North Yarbrough Drive, El Paso, TX	www.elegantpenguinelpaso.com
ELEMI Restaurant	(915) 532-2090	313 North Kansas Street, El Paso, TX	
Ella Blu, Inc	(915) 881-9999	5410 North Mesa Street, El Paso, TX	ellabluboutique.com
Eloise	(915) 581-2441	255 Shadow Mountain Ste A	www.EloiseElPaso.com
ELYSIAN BY MARCS LLC dba	(0)5) 0 45 3050		
ADONIS SALON & SPA	(915) 845-7010	126 Shadow Mountain, Suite I El Paso, TX 79912	
Emajj Public Relations & Marketing		209 East San Antonio El Paso, TX 79901	www.emajj.com
EnergyWorks	(915) 532-2300	818 Texas Avenue, El Paso, TX	www.EnergyWorksUSA.com
Envie Fitness El Paso Enviromaster	(915) 497-6188 (915) 929-0129	2204 Joe Battle C104-105 6400 Airport Road El Paso TV	www.enviefitnesselpaso.com
EP Mountain Star Therapy Group, LLC		6400 Airport Road, El Paso, TX 11385 James Watt Drive, El Paso, TX	www.enviro-master.com
EPIC Bar and Nightclub Grill	(915) 525-0984	510 North Stanton Street, El Paso, TX	
EPK9. LLC	(915) 539-1780	6800 Gateway Boulevard East, El Paso, TX	www.epknine.com
EPPT INC DBA Pilates INternational	(915) 588-1439	1071 Country Club Road, El Paso, TX	www.ranceandsoniacoaching.com
EpShuttle	(915) 407-9863	9800 Dyer Street, El Paso, TX	www.epshuttle.com
Eric Smith	(915) 996-1559	7181 Westwind Dr., Suite B, El Paso, TX	www.elpasocloser.com
	(915) 922-0180	6540 Mohair Drive, El Paso, TX	
Erives duto		1445 Main Street, San Elizario, TX	
Erives auto Escamilla's Fine Art Gallery	(915) 851-0742	1440 Multi Sueel Suff Elizano. TA	
Escamilla's Fine Art Gallery			
	(915) 851-0742 (915) 246-9381 (915) 300-0239	7510 Matamoros Drive, El Paso, TX	
Escamilla's Fine Art Gallery Escondidos L	(915) 246-9381		



12:17 -

Search

30 PLACES **Buy El Paso Restaurants Pt.2**

Support local restaurants! Below is a list of El Paso retail businesses who are taking care of you! Tag your business' location to be featured in a Buy El Paso Instagram Guide!

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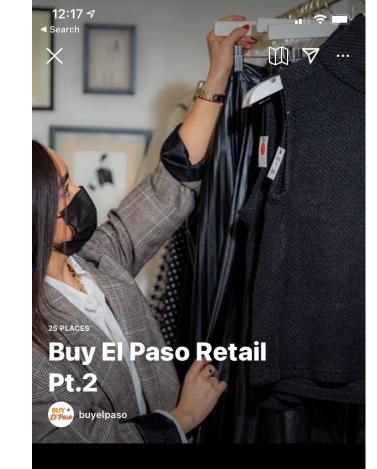
Last updated 5 weeks ago

buyelpaso

25

Nourish Kitchen





Support local retail businesses! Below is a list of El Paso retail businesses who are taking care of you! Tag your business' location to be featured in a Buy El Paso Instagram Guide!

Last updated 5 weeks ago

Madre Nostra Kombucha



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Buy El Paso Salon & Spas

Restaurants Pt. 2

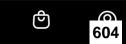


25 PLACES **Buy El Paso Retail** Pt.2



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Small Business Assistance + Recovery Programs



Phase I

Implement January 2021 – September 2021

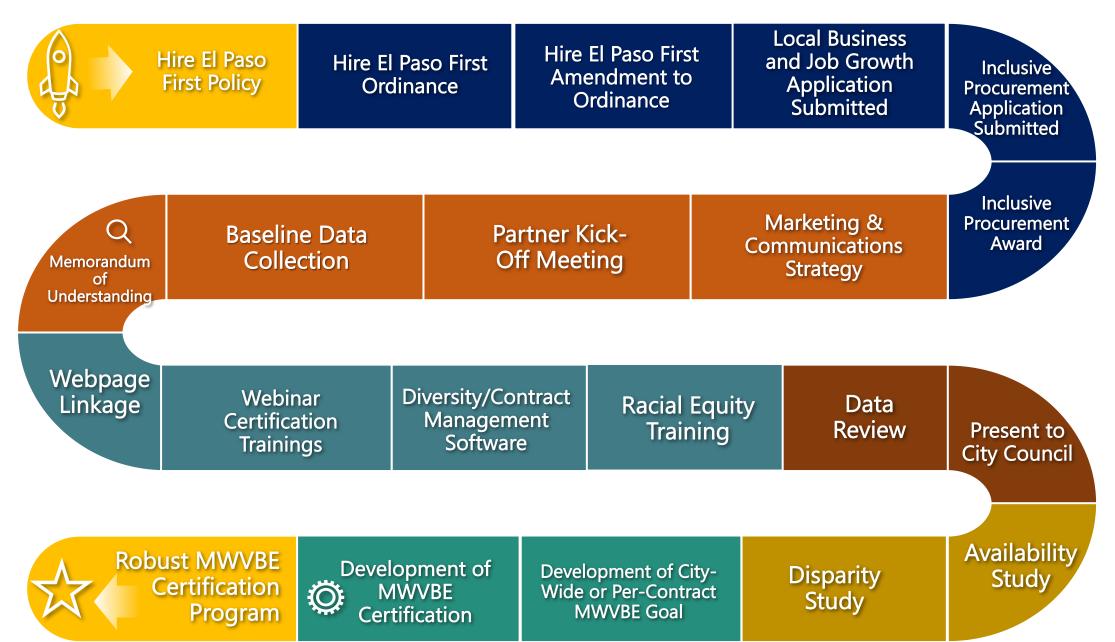
27



Accelerate EP + Moving Forward

- City Accelerator update and memorandum of understanding presented to City Council on September 29th.
- Cohort 5 focused on strategies for building a seamless support system for local businesses to more easily grow and hire more people, with a particular focus on entrepreneurs of color.
- Cohort 6 focused on Inclusion of Minority, Women, & Veteran Businesses in contracting process with the intent to identify and develop the infrastructure needed to establish a certification program.
 - Utilize information obtained from business survey as the voice of the customer
 - Business survey information was shared by partners
 - UTEP's Research, Evaluation, and Assessment Services division presented findings to City Council
- City to leverage existing memorandums of understanding to expand on proposed work.

City Accelerator 6: Inclusive Procurement Roadmap 29



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Business Advisory Committee

- Comprised of frontline business resource partners.
- Advisory Committee will partner with local businesses to receive actionable recommendations and information.
- Advise the City of El Paso on business recovery efforts, programs effectiveness and business needs.

30

Diversity Action Plan Subcommittee (DAP)

- The Diversity Action Plan Subcommittee will consist of members of the Business Advisory Committee and local small business owners.
- The Subcommittee will provide recommendations, strategies and tactics aimed at increasing the availability and utilization of minority and women-owned businesses.
- Staff from Economic Development and Purchasing & Strategic Sourcing will work with DAP to create a long-term Diversity Action Plan.
- ED + PSS to work collaboratively with cross functional team to develop a calendar and content for business development work.







Lender Advisory Focus Group

- Engage Lenders to stay informed on the lending climate.
- Receive their input on how to assist small business – identify potential partnerships.
- Share city programs with Lenders so they can promote them to their clients.
- Have the DMD present to them about city sponsored grants.







Dream Makers Fund

- City will contribute \$600,000 to the Dream Makers Fund, a permanent community investment for small businesses.
- Engage lenders to contribute.
- LiftFund's Goal Raise \$4 million locally.
- Will submit a federal request for a 4 to 1 match.

El Paso	Federal Government	Total
\$4 Million	\$16 Million	\$20 Million

33

Business Roundtables – Overview

- Continue to cultivate relationship with the business community.
- At least one roundtable with businesses a month.
 - November 1 business roundtable
 - December 2 business roundtables
 - January 2 pending roundtables
- Continue to invite City Council Representatives to participate.
- Focuses on policy recommendations and solutions.
- Every business in the region is eligible to participate.



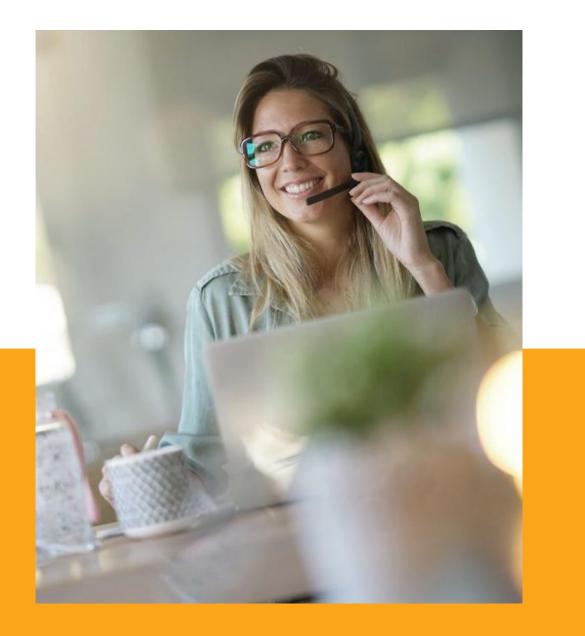


Business Roundtables – Feedback

- Publish an article to reemphasize business safety and increase consumer confidence.
- Create a tax incentive policy for small businesses.
- Assist with commercial rent largest monthly cost of most small businesses.
- Clearly state expectations for the business community impossible to meet them when the goal posts are moving. Continue to provide financial assistance and trainings.
- Enforcement should specifically target businesses not following the rules instead of targeting every business.
- Continue funding grant opportunities and trainings.

"When fear grows, sales go down"





Direct Business Retention Calls

- Continue reaching out to businesses to offer assistance and support.
- Will have three focuses:
 - (1) Small Businesses
 - (2) Incentive Recipients
 - (3) Top Employers
- Staff will collect and analyze data from calls to implement future support initiatives.

Target Industry Meetings

- Formalize monthly target industry meetings to address issues, problems and successes.
- Will support recruitment and retention efforts.
- Helps grow El Paso's 6 target industries.



Target Industries

Advance Manufacturing Advanced Logistics Business Services Aerospace and Defense Life Sciences + Healthcare Tourism



Small Business Management Institute



El Paso Community College SBDC

- Enroll staff and external partners in the Small Businesses Development Center's Small Business Management Institute.
 - Program designed to educate business owners on how to open and operate a small business.
- Create a scholarship for new and existing business owners to participate in the program.
- 3 session held throughout the year.

Introduction to Strategic Planning Building a Strategic Plan Introduction to Marketing Developing a Marketing Action Plan Human Resources Business and Contract Law Administration and Accounting Understanding Financial Statements Analyzing Financial Statements Forecasting and Break-Even Analysis Financing the Business Business Resources

Downtown Management District

Formalized and expand the Business Retention and Expansion program with the Downtown Management District.

- Establish a point of contact for downtown businesses.
- Conduct annual business interviews.
- Create business-to-business connections.
- Conduct need assessments for downtown businesses.
- Target and attract new businesses to Downtown.
- Create an ecosystem for Downtown.



Partnering with the State + Legislative Delegation

- Coordinate regular meetings with the Governor's Office of Economic Development and Tourism.
 - Identify best practices from across the state that can be modified and implemented in El Paso.
- Staff participates in small business trainings hosted by the State of Texas.
- Continue building strong relationships with all state agencies.







Small Business Promotion + Cross Marketing

- Identify ways to promote local small business in the community.
- Utilize existing partnerships and programs – Visit El Paso, Buy El Paso, etc.
- Partner with El Paso Chihuahuas and Locomotives.

•·

Television promotion



Partner with local media organizations to highlight various businesses.

Social Media Engagement

Develop small business promotion initiative for city representatives and City of El Paso.

Converse with Businesses

Continued dialogue with the business community allows for new and innovative programs to be created.





Economic Development Ambassador Education Task Force – Fellowship Program

- Hire one fellow for every district to provide timely advice and assistance to businesses.
- Fellows will be supported by Economic and International Development Staff.
- Main goal is to share city programs and identify local business needs.
- Create partnerships with local higher education institutions and Fort Bliss.



Economic Development Connect

- Emulates existing customer services initiatives (One-Stop-Shop and Planning and Inspections Ombudsmen).
- Work closely with city departments to guide business owners through city-wide process.
- Add ED Connect to City's Economic Development website.
- Serves as liaison between businesses and policy makers.



Each initiative works in tandem to provide businesses the support they need to grow and succeed in El Paso, while adding another layer of excellence.





Phase II

Planning and Research – Implementation To Be Determined



Virtual Monthly Town Halls

- Host monthly Town Halls where businesses (Micro, Small, Medium and Large) can ask staff and small business resource partners questions pertinent to them.
- Will be live for a set time and businesses can call in as their schedule permits.
- Program designed to reach businesses that need business assistance from the City of El Paso or small business resource partners.
- City subject matter experts will attend to educate local businesses on pertinent issues.







Support Veteran-Owned Businesses

- Identify and research existing Veteran Business Assistance programs at the local, state and federal levels.
- Collaborate with the Veteran Advisory Committee and Veteran & Military Affairs Department.
- Draft and present the Business Support and Recovery program tailored to Veteran-owned businesses.

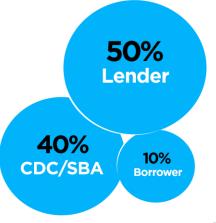


Business Ownership Assistance Program

Develop a program to engage lender organizations to assist businesses to go from renting their property to owning it.

Real Estate Example – Purchase of a Building					
Purchase Price:	Bank Finances: 50%	CBC with SBA 504 Guarantees: 40%	Borrower's Capital Injection: 10%		
\$500,000	\$250,000	\$200,000	\$50,000		







Repurpose City Buildings

- Identify available city buildings that can be repurposed to support local small businesses.
- "Coworking space" Pilot program.
 - Rent is the most expensive monthly expense
 - Allocate unused city equipment and technologies
- Partner with El Paso Public Library to reengage onsite small business assistance programs.
- Utilize best practices across the nation to ensure program success.







Presentation Summary

- 1. Current and Prior COVID-19 Economic Recovery Efforts
- 2. Business Testimonials on Program Successes
- 3. Initiatives to Connect with Small Businesses, Lenders, and Business Resource Partners
- 4. Small Business Training Programs
- 5. Formalizing and growing existing and new partnerships throughout the entire city
- 6. Small Business Marketing and Communications Support
- 7. Providing Exceptional Customer Service through business support initiatives





Thank you.





Legislation Text

File #: 21-72, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Economic and International Development, Jessica Herrera, (915) 212-1624

PUBLIC HEARING DATE: 1/19/2021

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

SUBJECT:

Discussion and action that the City of El Paso Incentives Policy - Guidelines and Criteria 2021 attached to Resolution, as Exhibit "A" be adopted as the City of El Paso Incentives Policy.

BACKGROUND / DISCUSSION:

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

The City of El Paso's Chapter 380 economic incentive policy was originally adopted on November 3, 2015. The Economic and International Development department has reviewed the existing policy and is now recommending a set of adjustments which will serve to better-align the policy with current conditions and departmental strategies. The four principal areas of adjustment will:

• Shift the wage considerations to require all proposed positions to exceed the local wages associated with each proposed position

- Facilitate incentive partnerships with key supply chain firms
- Add bonus incentives to support local company-initiated workforce training programs
- Update the 380 policy's Target Areas

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Yes. The original Chapter 380 policy was adopted by City Council action on November 3, 2015.

AMOUNT AND SOURCE OF FUNDING:

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

N/A

Department Head: Jessica Herrera

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Economic and International Development
AGENDA DATE:	CCA January 19, 2021
CONTACT PERSON/PHONE:	Jessica L. Herrera-Director, 212-1624
DISTRICT(S) AFFECTED:	ALL

SUBJECT:

That the City of El Paso Incentives Policy – Guidelines & Criteria 2021 attached hereto as Exhibit "A" be adopted as the City of El Paso Incentives Policy. [Economic and International Development, Jessica L. Herrera, Director, (915) 212-1624]

BACKGROUND/DISCUSSION:

The City of El Paso's Chapter 380 economic incentive policy was originally adopted on November 3, 2015. The Economic and International Development department has reviewed the existing policy and is now recommending a set of adjustments which will serve to better-align the policy with current conditions and departmental strategies. The four principal areas of adjustment will:

- Shift the wage considerations to require all proposed positions to exceed the local wages associated with each proposed position
- · Facilitate incentive partnerships with key supply chain firms
- Add bonus incentives to support local company-initiated workforce training programs
- Update the 380 policy's Target Areas

PRIOR COUNCIL ACTION:

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

Yes. The original Chapter 380 policy was adopted by City Council action on November 3, 2015.

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

BOARD/COMMISSION ACTION:

N/A

FOR

DEPARTMENT HEAD:

Eduardo Garcia Digitally signed by Eduardo Garcia Date: 2021.01.11 09:58:29-07'00'

RESOLUTION

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

That the City of El Paso Incentives Policy – Guidelines & Criteria 2021 attached hereto as Exhibit "A" be adopted as the City of El Paso Incentives Policy.

APPROVED this _____ day of ______, 2021.

CITY OF EL PASO

ATTEST:

Oscar Leeser Mayor

Laura Prine City Clerk

APPROVED AS TO FORM:

entra Bruto

Roverta Brito Assistant City Attorney **APPROVED AS TO CONTENT:**

Eduardo Garcia Digitally signed by Eduardo Garcia Date: 2021.01.12.05.46.13-0700

For Jessica Herrera, Director Economic & International Development

15-1007-1520 / Incentives Policy Reso-2021

EXHIBIT A

City of El Paso Economic Incentives Policy – Guidelines & Criteria - 2021

SECTION I. PURPOSE

It is the policy of the City of El Paso to provide incentives to selected private businesses that make or will make a measurable difference in achieving economic growth and development, expanding and diversifying the tax base, and creating new quality jobs within the City of El Paso. The purpose of this policy is to define the financial incentives and establish standards and processes for implementation of the plan.

SECTION II. DEFINITIONS

Applicant – A business that submits a formal application requesting incentives under the City of El Paso's Chapter 380 economic incentive policy.

Attraction – Process of attracting, recruiting, and selecting companies that make substantial capital investments and create new quality jobs. These attraction efforts are deployed thoughtfully in the context of an overall economic development strategy to create sustainable growth for the community.

Corporate Headquarters – For purposes of this document, the company's principal and legal location for its corporate headquarters will be in the City of El Paso.

BLS – The United States Bureau of Labor Statistics

Destination Retail Projects – A development that contains a retailer or group of retailers who will offer a product and or good (subject to sales tax) that is unique to the market and which is not otherwise available for purchase at a retail business physically located in the City of El Paso. A destination retailer is expected to attract new sales tax dollars or retain sales tax dollars in the City of El Paso that may otherwise go to a nearby city or metro area. Each destination retailer must have a minimum of \$20.0 million in annual sales (subject to sales tax).

Economic Impact Analysis – Examines the effect of the investment and/or job creation on the economy and measures the cumulative effects of that economic activity. The Economic Development Department will conduct an economic impact analysis on every project considered for incentives.

Expansion – The expansion and growth of an existing business, which includes new capital investment and/or new job creation providing new capacity or capability.

Innovation – The process of developing substantially more effective and/or lower cost or revolutionary products, processes, services, technologies or business models.

Median County Wage - The limit between the amount earned by 50 percent of workers who are the lowest paid and 50 percent of workers who are the highest paid in a particular job or industry occupation, within the El Paso, TX MSA.

Quality Job – Jobs that provide education, training, or career development opportunities for continued career advancement in addition to meeting wage and benefit requirements.

Retention – The process of providing resources and assistance to existing, local businesses for employee retention and to maintain current operations.

STEM – Science, Technology, Engineering, and Mathematics are key academic disciplines promoting a competitive global workforce.

Target Areas – City of El Paso's business attraction, expansion, and retention strategic areas listed in Exhibit B. The Target Areas may be revised from time to time to reflect current market conditions and promote sustainable economic development opportunities.

Target Industries – City of El Paso's business expansion and attraction target industry priorities listed in Exhibit A. The Target Industries may be revised from time to time to reflect current market conditions and promote sustainable economic development opportunities.

Wage Requirement – Wage or salary equal to or greater than the current, local Median County Wage associated specifically with the proposed employment position.

SECTION III. STRATEGIC OBJECTIVES

The City of El Paso, through the implementation of this policy, shall endeavor to accomplish the following strategic objectives:

- Support incentives that reduce business costs to create significant new Quality Jobs, investment, tax revenues, and consumer spending.
- 2. Support the retention and expansion of existing businesses within the City.
- 3. Support the attraction, expansion, and retention of the Target Industries described in Exhibit B.
- 4. Support large private, commercial, recreational, destination retail, and tourism ventures that attract a Regional or National client base.
- 5. Support the employment of STEM graduates and Veterans.
- 6. Support the revitalization of designated Target Area.
- Support the attraction and retention of companies that have strong Regional and National markets for their products or services.
- Support efforts that enhance economic development in the region to create a more robust regional economy.
- **9.** Support efforts to build human capital by improving labor force skills and career advancement through education, training, and career development efforts.
- Support efforts to make the City's economy more resilient to and capable of taking advantage of change and disruption.

City of El Paso – 380 Incentive Policy – Guidelines & Criteria | 2021 - CAO #: 15-1007-1520

11. Support the development of regional technology based businesses that fall within or strengthen the City's Target Industry priorities.

SECTION IV. GENERAL CRITERIA, POLICY & PROCEDURES

The City of El Paso may provide incentives for any business or commercial development project if that project:

- 1. Substantially enhances the economic health of the City of El Paso;
- Will result in a net increase or retention of jobs in the City or add to the tax base or will otherwise improve or enhance the economic welfare of the residents or businesses of the City;
- 3. Demonstrates the potential to generate revenues to the City, which outweigh costs associated with incentives;
- 4. Shows a clear demonstration of public purpose and economic benefit through advancement of the City's economic goals which include expanding the tax base, creating quality jobs, increasing private capital investment in the community, spurring development in targeted City locations, or encouraging development of targeted businesses or clusters desirable to enhance the City's economy;
- 5. Provides health insurance benefits to employees for which the employer pays at least 50%.

In addition, the following criteria must be satisfied.

The project MUST:

- 1. Upon request, provide all credible documentation required to enable City staff to verify Applicant eligibility and prepare a fiscal impact analysis.
- Upon request, provide credible documentation that demonstrates the business' financial stability and capacity to complete the project and its compliance with all local, state and federal laws.
- 3. Commit to good faith efforts to hire and train employees through the local workforce board, Workforce Solutions Borderplex.
- 4. Be current on all city taxes and/or any other obligation to the City of El Paso.

Incentives cannot be transferred as a result of a change in the majority ownership of the business without the expressed written consent of the City of El Paso. It shall be the responsibility of the business to notify the City of El Paso of any ownership changes.

Projects that have been issued a building permit, including any conditional permits are ineligible to receive economic incentives under this policy.

The decision to provide any economic development incentives will be considered on a project-by-project basis, in accordance with the criteria set forth in this policy, and at the discretion of the El Paso City

City of El Paso – 380 Incentive Policy – Guidelines & Criteria | 2021 - CAO #: 15-1007-1520

Council. The City is under no obligation to approve any requested incentive and no right to these incentives is either intended nor implied. The Applicant's compliance with the policy criteria does NOT guarantee receipt of incentives. Policy allows City staff to exercise discretion in deciding which projects will receive incentives. Additional evolving policy considerations may influence City staff's analysis of proposal value.

SECTION V. QUALIFICATION CRITERIA

In order to be eligible for incentives, a project must meet qualifying standards in at least ONE of the following categories.

Category 1 – Quality Jobs

If all proposed positions pay a wage at or above the position-specific entry Median County Wage, the company is eligible for a 40% grant.

Category 2 – Business Type

If a participating firm satisfies the requirements in Category 1 and identifies with at least one of the following descriptions, the company is eligible for a 50% grant.

- a) Target Industry, as described in Exhibit A;
- b) Market for service or product is Regional, National, or Global;
- c) Proposed facility is located within one of the Target Areas described in Exhibit B.

Category 3 – Capital Intensive Project

If a participating firm satisfies the requirements in Category 1 and;

- a) Proposes a capital Investment in the amount of \$30M \$49M; the company is eligible for a 60% grant
- Proposes a capital Investment in the amount of \$50M or more, the company is eligible for a 70% grant

Category 4 – Increased Productive Capacity

If a participating firm proposes to invest in enhancing the local supply chain, verifiably and directly related to an identified Target Industry, the company is eligible for a 50% grant.

Category 5 – Retail Development/Destination Retail/Retail Distribution Center

The purpose of this incentive is to specifically encourage the development or expansion of retail operations that fill an important void in the existing retail market. In order to qualify for this incentive, the applicant's project must embody a retail opportunity that conforms to the stated vision for the area, as well as fulfills an unmet demand. The City may provide a rebate of a percentage of the city's portion of the property tax and/or sales tax increment attributable to property improvements or upgraded tenant mix. The rebate can be made either to the site developer as a reimbursement for site improvement expenses or to the retail tenants of the improved center in order to assist in relocation or

expansion related costs of the tenants. The percent of the City's sales tax and/or property tax rebate and length of time will be negotiable. The project will be required to provide a trade area analysis including a market analysis; feasibility study; and any other relevant information that will allow the City to make an informed decision.

Up to a 100% rebate on the city's portion of property taxes (incremental to base year value), and/or

Up to a 100% rebate on the city's portion of the sales taxes.

All noted grant percentages represent minimum potential incentive grant amounts to be considered.

SECTION VI. BONUS INCENTIVES

In order to be eligible under this section, a company must first establish eligibility in ONE of the categories outlined in "Section V: Qualification Criteria".

An additional 10% rebate amount, not to exceed 100%, may be earned if:

- a) Applicant proposes to locate their corporate headquarters within the City of El Paso.
- b) Applicant proposes to locate their Research and Development (as defined by Federal Tax Code) within the City of El Paso. For the purposes of this section, 25% of the total jobs at the facility must be Research & Development related or directly support the Research & Development function.
- c) Applicant proposes to actively employ 15% of veterans through formal company hiring programs/initiatives.
- d) Applicant proposes to hire and train a portion of their employees through the local workforce board, Workforce Solutions Borderplex and qualified training institutions.
- e) Applicant proposes to engage with the local workforce board, Workforce Solutions Borderplex and qualified training institutions in formal collaborations or business partnerships such as mentoring, internships, and other programs which provide employees with the latitude to complete minimal educational attainment (e.g. G.E.D. or High School Diplomas).
- f) Applicant proposes to relocate/expand operations within the City of El Paso with aggregate wages at a minimum of two times the prevailing Median County Wage.
- g) 80% of a company's total proposed occupations are STEM-related.

SECTION VII. ECONOMIC DEVELOPMENT INCENTIVE PROCESS

An economic impact analysis will be conducted by the Economic Development Department on every project considered for incentives. The delivery mechanism of choice for incentives will be the Chapter 380 agreement; however, the City reserves the right to use any other source (City, State, Federal, Foundation, etc.) in the award of incentives. As a matter of general policy, tax abatements/rebates and Chapter 380 agreements entered into as a result of this policy will not be used simultaneously unless the revenue stream from which the Chapter 380 agreement is paid is derived from sources other than property tax.

City of El Paso – 380 Incentive Policy – Guidelines & Criteria | 2021 - CAO #: 15-1007-1520

Agreements may be conditioned on the completion of specific improvements to real property and/or job numbers and salary levels being met. The Agreements shall contain recapture clauses in the event that such conditions are not met.

The City of El Paso's Economic & International Development Department is charged with developing a recommendation to City Council. All incentive packages will be limited to a maximum rebate or abatement level of 100% of the incremental value of property taxes (real & personal) collected in any given year unless otherwise approved by specific council action. Final percentages of all grants will be at the sole discretion of the City Council.

SECTION VIII. INELIGIBLE AND RESTRICTED AREAS OR USES

The following types of projects or uses are not eligible for incentives without official City Council action:

- a. Projects that have been issued a building permit, including any conditional permits.
- Projects that do not meet the Wage Requirements, except as specified in "Section V., Qualification Criteria."

SECTION IX. TERM OF INCENTIVES

These policy guidelines and criteria shall apply upon adoption by the El Paso City Council and may be reviewed and revised periodically to assure impact and effective performance and/or to adapt to adjusting market conditions.

Exhibit A

[Target Industry Sectors]

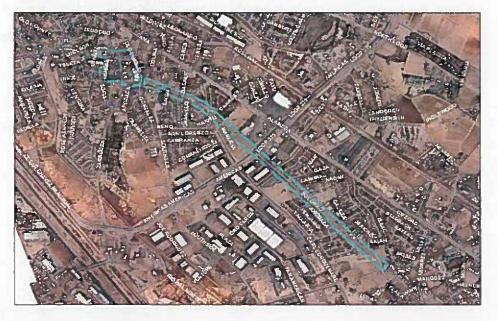
- Advanced Logistics
- Advanced Manufacturing
- Business Support Services
- Defense and Aerospace
- Life Sciences
- Tourism

City of El Paso - 380 Incentive Policy - Guidelines & Criteria | 2021 - CAO #: 15-1007-1520

Exhibit B

[Target Areas]

Historic Mission Trail



El Paso Downtown Plan Area



City of El Paso – 380 Incentive Policy – Guidelines & Criteria | 2021 - CAO #: 15-1007-1520

Tax Increment Reinvestment Zone #11

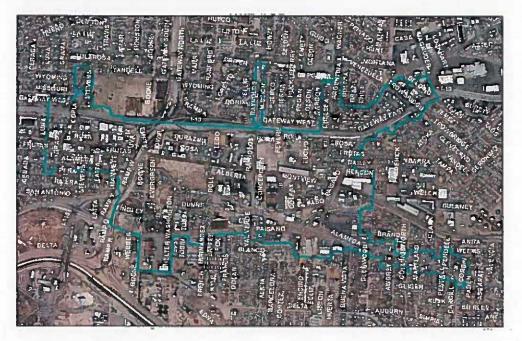


El Paso International Airport Footprint



City of El Paso - 380 Incentive Policy - Guidelines & Criteria | 2021 - CAO #: 15-1007-1520

Tax Increment Reinvestment Zone #6



City of El Paso - 380 Incentive Policy - Guidelines & Criteria | 2021 - CAO #: 15-1007-1520

Exhibit C

[City of El Paso Chapter 380 Economic Incentive Program Application]

City of El Paso - 380 Incentive Policy - Guidelines & Criteria | 2021 - CAO #: 15-1007-1520



INCENTIVES APPLICATION FORM



The County of El Paso and the City of El Paso require the following information in order to process an application for incentives. Customarily, this information is protected by the State of Texas through the Texas Government code § 552.131 and is not subject to public disclosure until the incentive agreement is executed. An application does not guarantee an incentive grant until it is reviewed and approved by the County and City of El Paso.

The Applicant acknowledges that the County and City of El Paso are governmental bodies subject to the Texas Public Information Act (PIA) and thus may be required to release information in accordance with the PIA. Any information the Applicant considers to be proprietary, trade secret, or otherwise confidential in its application or other information furnished to the County and City to facilitate the procedures for notice to third party under the PIA should be marked and noted.

SECTION A. COMPANY CONTACT INFORMATION

 Applicant headqua 	arters add	dress:				
	City	/:			State:	Zip:
. Name of contact p	erson:	_				
	Phone:		_ Em	ail:		
. Ownership:		Private		Public		
. Business Structure	:		р	Partnership	Corporation	C Other
SECTION B. PROJECT	DETAILS	5		2 10 3 10		
. Proposed location	address:				PIC)#:
	City:			Stat	e: Z	(ip:
. Building:		New Construct	ction	Expansion	Improvements	
. Acquisition:		Purchased		Leased		
. If applicable, indic	ate date (of acquisition:				le l
0. Company NAICS co						
1. Specify industry:	Defe	nse and Aerospac	e		Advanced Logistics	
	🗆 Life !	Sciences			Business Support Service	S
	Tour	rism			C Retail / Destination / Hol	tel
	Adva Adva	anced Manufactur	ring	1.2	□ Other	
If other, please ex	plain:					
3. Has the company	previous	lv received incer	ntives f	rom the following	z taxing entities?	
					State of Texas	
A Peason for incenti				• · · · · · · · · · · · · · · · · · · ·		

SECTION C. JOB WAGE AND BENEFITS INFORMATION

15. Provide number of FULL-TIME jobs, with hourly wage/salary, to be created or retained. (Fringe benefits are not to be included in these calculations.) Include current employment numbers if applicable. Attach additional sheets if necessary.

Title or Occupation Code	Number of Employees	Hourly Wage per employee	Annual Salary
		: 0=	

16. Please include the number of PART-TIME jobs, with hourly wage/salary, to be created or retained. (Fringe benefits not included in calculations).

Title or Occupation Code	Number of Employees	Hourly Wage per employee	Annual Salary

17. Total company workforce (global / national workforce): _

- 18. If available, include the expected number of construction jobs: _
- 19. Total local jobs to be created (part time, full time, construction): _
- 20. Provide total annual payroll years 1-5, as required, excluding benefits.

	Year 1 (20 <u>20</u>)	Year 2 (20 <u>21</u>)	Year 3 (20 <u>22</u>)	Year 4 (20 <u>23</u>)	Year 5 (20 <u>24</u>)
Existing jobs					
New Jobs	J (1997) 1997 2				
Total Annual Payroll					

21. What percentage of health care benefits is covered by the employer: ____%

SECTION D. INVESTMENT INFORMATION

22. Total dollar investment for proposed project:

Real Proper	ty
Land	\$
Existing Building Improvements	\$
New Building Improvements	\$
Total	\$
Personal Prop	perty
Equipment	
Computers	\$
Machinery	\$
Furniture and Fixtures	\$
Total	\$
GRAND TOTAL	\$

23. Please provide yearly investment breakdown:

Capital	Investment
Year 1 (2020)	\$
Year 2 (2021)	\$
Year 3 (2022)	\$
Year 4 (2023)	\$
Year 5 (2024)	\$
Training	g Investment
Year 1 (2020)	\$
Year 2 (2021)	\$
Year 3 (2022)	\$
Year 4 (2023)	\$
Year 5 (2024)	\$

SECTION E. NEW CONSTRUCTION DETAILS

- 24. Wall Height: Choose an item.
- 25. Construction Type: Choose an item.
- 26. General Shape: Choose an item.
- 27. HVAC: Choose an item.
- 28. Lighting: Choose an item.

- 29. Fire Suppressant: Choose an item.
- 30. Occupancy: Choose an item.
- 31. Exterior Walls: Choose an item.
- 32. Parking Area: Choose an item.
- 33. Loading Dock Area: Choose an item.

SECTION F. LEGAL ENTITIES TO A 380/381 INCENTIVE AGREEMENT

34. Please list all applicant subsidiaries that would be a party to the incentive agreement:

- Affiliate 1: ______
- Affiliate 3:

Relationship to applicant: ______ Relationship to applicant: ______ Relationship to applicant: ______

SECTION G. ADDITIONAL COMPANY INFORMATION

35. Please include the following attachments:

Company insurance

Health insurance benefits

□ Financial statements 3-year or prior year report

□ Property information:

- Metes and bounds
- Site survey/renderings showing the location of existing and proposed improvements
- Legal description

If this project is in the Retail / Destination / Hotel Industry, please provide projected sales

SECTION H. CERTIFICATION

I hereby certify that I am familiar with the provisions contained in the current incentive policy and guidelines, and that the information provided in this application may become part of an incentive agreement with the County and City of El Paso. I also certify that I am authorized to sign this application and that the information provided here is true and correct, and that knowingly providing false information may result in voiding this application and termination of any incentive agreement.

Name: ____

Title:____

Signature:

Date:

Submit the following application and additional documents (i.e. Section G) to:

Attention: Eddie Garcia, AICP, CNU-A Economic Development Manager 801 Texas Avenue | City 3 El Paso, TX 79901 O: 915.212.1570 GarciaEZ2@elpasotexas.gov County of El Paso Economic Development Department 500 E. San Antonio Avenue, Room 312 El Paso, TX 79901 O: 915.546.2177

SECTION I. ADDITIONAL INFORMATION (FOR INTERNAL STAFF USE ONLY)

City tax information (*if expansion*)

Texas Secretary of State legal standing status

Applicant is eligible for:	FTZ incentives
County precinct:	
School district:	

Real property: \$ _____

□ State incentives

City council district:

Proposed property zoning: _____

What is the current year appraisal value as per the Central Appraisal District:

Personal property: \$_____

Strategic 380 Incentive Policy Amendment

Economic & International Development

January 19, 2021



Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development. 1.1 Stabilize and expand El Paso's tax base



380 Policy Amendment Recommendation



Category 1 : Shift the wage considerations to require all proposed positions to exceed the local wages associated with each proposed position, as per the BLS

Goal B: Allow for Supply Chain-Directed Incentives

> Category 3 : Facilitate Partnership incentives with Supply Chain (Gap) Companies

Goal C: Increase Local Workforce Skills

Section IV : Targeted Incentives for Skills Training

Goal D: Update Target Areas

Exhibit C. Update Target Areas









Strategic 380: Overview



Effective Date: 11/3/2015

City Vision

El Paso will have safe and beautiful neighborhoods, a **vibrant regional economy**, and exceptional recreational, cultural, and educational opportunities

Policy Goal

Create **strategic partnerships** with selected private businesses that will make a measurable difference in achieving economic growth and development, expanding and diversifying the tax base and creating new quality jobs within the City of El Paso. To **drive growth** in key areas in the City to meet City and Council priorities.

Key Criteria

- Quality Jobs
- Business Type
- Capital Intensive
- Targeted Incentive Categories (Veteran Hiring, STEM, Headquarters)



Chapter 380 Incentive Policy

City Strategic Plan

- Veteran Employment
- Wage Growth
- Partnerships with higher education

Target Industry Sectors

- Defense and Aerospace
- Life Sciences
- Tourism
- Advanced Manufacturing
- Advanced Logistics
- Business Support Services
- Destination Retail

Targeted Incentives for:

- Locating in downtown or the MCA
- Establishing a headquarters
- Veteran hiring programs/initiatives
- Higher wages
- Partnerships with educational entities
- Research and Development
- Workforce Training
- Mentorship and Internship Opportunities







Economic Development Agreements Benefit to Taxing Entities

Creates and Retains Jobs

- Higher paying jobs
- Career opportunities
- Keeps and grows local talent in the
 - Greater El Paso area

Expands Tax Base

- Increase number of commercial businesses paying taxes
- Offere relief to the residential to
- Offers relief to the residential tax-payer
- Provides additional funding for future projects
- Induces opportunities for local businesses to support incoming industry

Keeps El Paso Competitive

- Regional approach
- Higher wages, large talent pool
- Affordable city

Revitalize the community

Utilize Infill and Transit-Oriented
 Development economic development
 incentives to encourage growth throughout
 El Paso



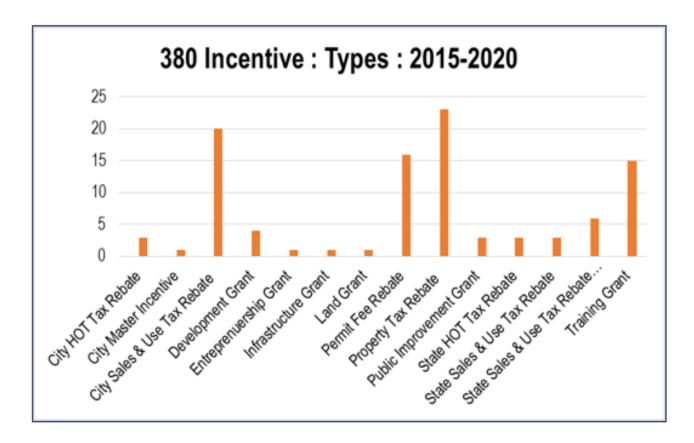
Incentive Agreement Timeline







380 Portfolio Characteristics : Tools

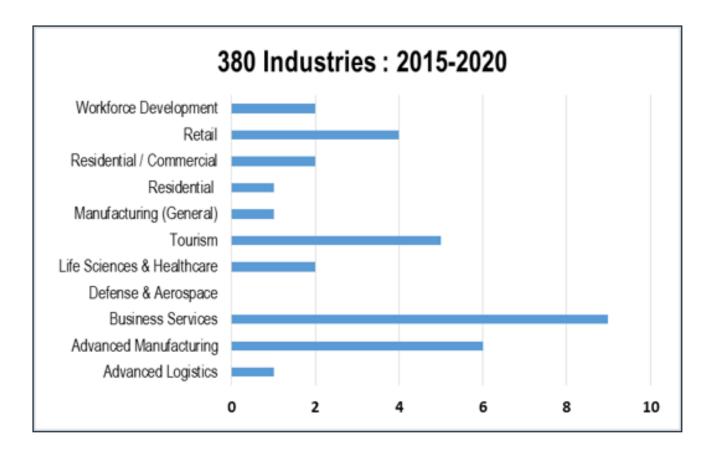


*Note : Redevelopment Infill & TOD 380s utilize property tax rebates, permit fee rebates and construction material sales tax rebates predominantly





380 Portfolio Characteristics : Targets







Combining Forces : ED Toolkit (Snapshot)

Local Programs

- Chapter 380/381
- Chapter 312
- Ad Valorem Property Tax Rebate
- State Sales and Use Tax Rebate
- Permit Assistance
- One-Stop-Shop
- Workforce Solutions Borderplex

State Programs

- Texas Enterprise Fund
- Texas Workforce Commission
- Texas Enterprise Zone Program
- Convention Center Hotel Program
- Chapter 313
- Historic Tax Credits
- Texas Economic Development Act
- Self-Sufficiency Fund
- Franchise Tax Deduction for Business
 Relocation
- Defense Economic Adjustment Assistance Grant Program (DEAAG)
- Texas Military Value Revolving Loan Fund
- Texas Product Development & Small Business Incubator Fund (PDSBI)
- Research & Development Tax Credit
- Renewable Energy Incentives

Federal Programs

- Opportunity Zone Program
- The Freeport and Goods in Transit Exemptions



Competition is Intense and Increasing...

El Paso has limited economic development fund sources, but we compete against communities with significant economic development resources

Overall Sales Tax Rate: 8.25%

- State (6.25%), City (1%), County (0.5%), Sun Metro (0.5%)

Since 1989, 586 Texas cities have levied an economic development sales tax:

- 101 Cities Type A (.5 cent for Developing Industries)
- 367 Cities Type B (.5 cent for Developing Industries & Cultivating Communities)
- 118 Cities Type A and B

Example: Frisco, TX (Pop: 205,465) – 14th Largest City Texas

- From 2015-2019 Frisco's EDC received a combined \$202 million in sales tax revenue. (Over \$40 million annual average or \$983 per person)
- Total revenue over the same period allowed them to spend a combined average of over \$76 million per year on economic development projects





Creating Smart Partnerships Outcomes & Results "Win-Win": 2015-2020



JOBS Nearly **13,800** jobs directly supported JOBS • Over 5,200 jobs created

13,800

\$1.17 BILLION

STMEN

NVE

- Nearly 8,600 jobs retained
- A 79% increase over previous 5 years

- Nearly **\$1.17 billion** in actual capital investment • A 25% increase over agreement obligation
- A 66% increase over previous 5 years







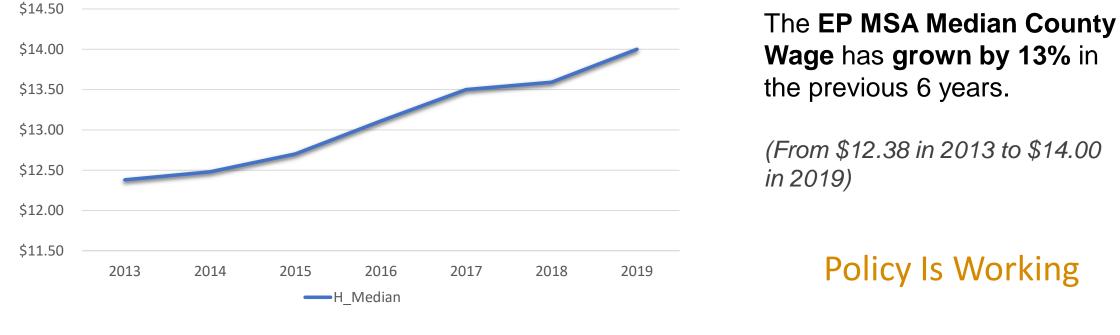






Creating Smart Partnerships Business & Community "Win-Win"

El Paso MSA Hourly Median Wage Growth (2013-2019)



Source: BLS, OES (2020)



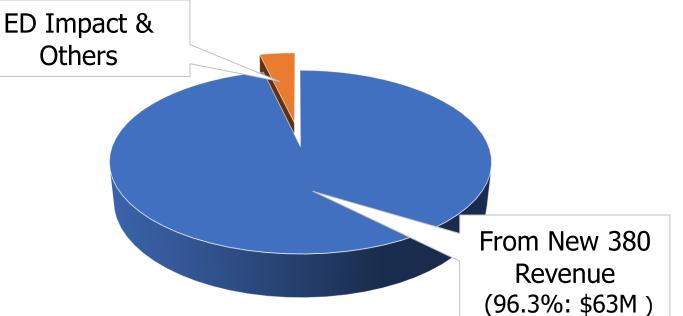


Strategic Chapter 380 Results Applying New Revenue to Stimulate Targeted Growth

Where does the Funding for Incentives Come From? Majority of incentive funds come from the projects themselves

Over 96% of allED II
Oincentive funds areOsourced from the newrevenue created by thevery same 380s.

Without the 380s, we would not have the \$63M in new revenue





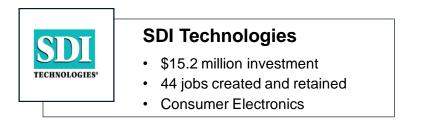
* Figures Represent Active, Job Creation 380s

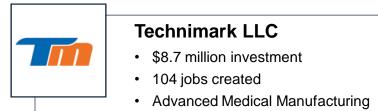


ENHANCING EXISTING BUSINESS



- \$2.3 million expansion
- 350 jobs created and 578 retained
- Average annual salary of \$56,140





ATTRACTING NEW BUSINESS



Teleperformance USA

- \$6.7 million investment
- 1,124 jobs created
- \$33 million annual payroll impact



Veritas (Skilled Nursing)

- \$21.97 million investment
- 133 jobs created
- Life Sciences & Healthcare



Eaton Corporation

- \$15.7 million investment
- 200 jobs created
- Cross-border manufacturing



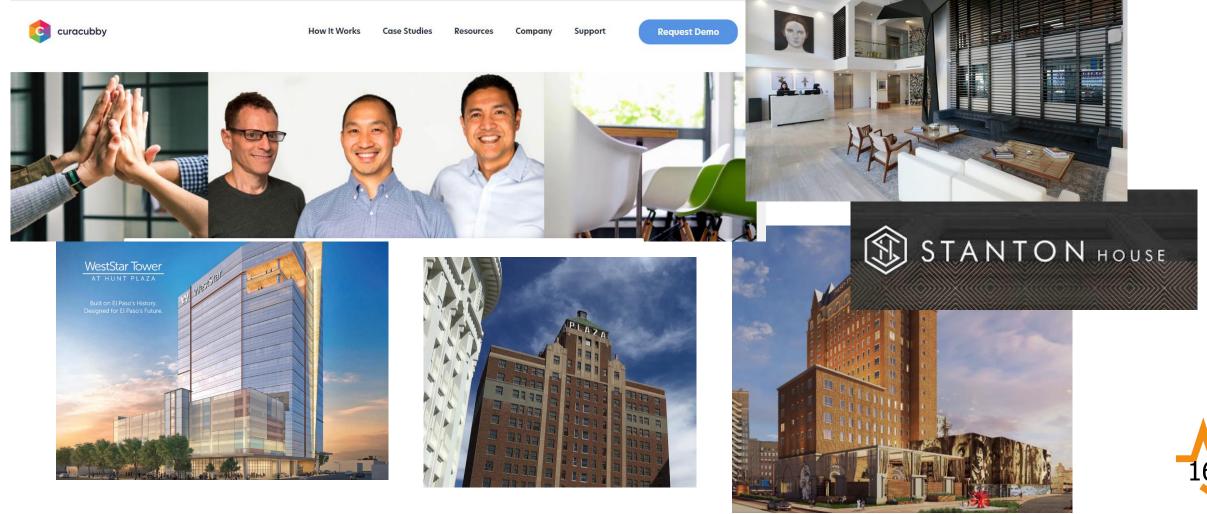
South Shore USA INC

- \$8.5 million investment
- 21 jobs created and retained
- Consumer Manufacturing



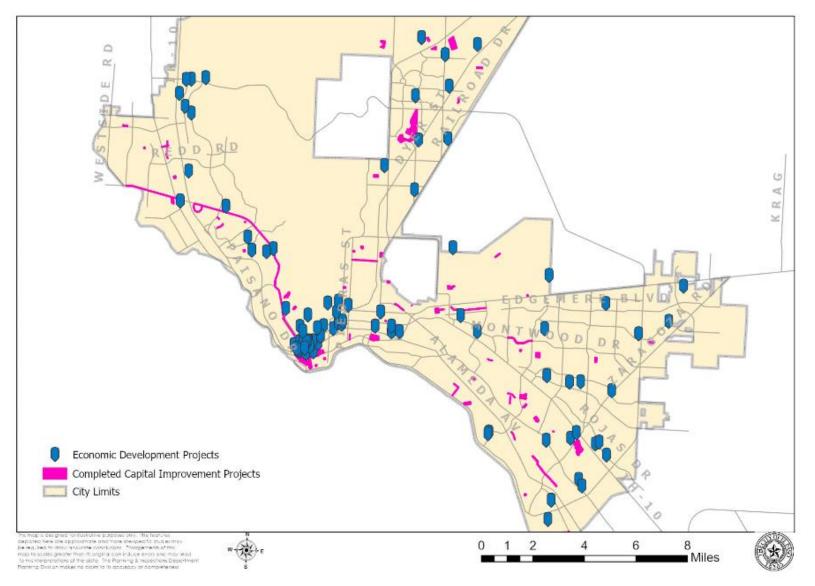


Class A Office Space, Start-ups and Entrepreneurship & Innovation, Tech Companies, Hospitality





City-Wide Impact (2015-2020)







Where Do Your Tax Dollars Go?







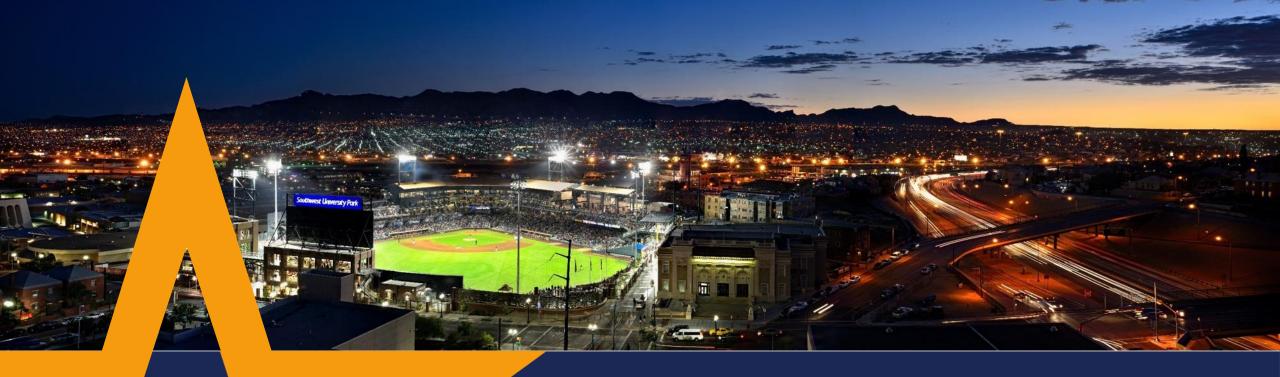
Strategic Chapter 380 Results Tax Benefits Created for our Community (2008-2019) (Net After Incentives)

EP County	ISDs	EPCC	UMC	DMD
\$59,354,822	\$157,813,540	\$17,134,956	\$32,499,331	\$1,199,790

TOTAL
\$268,002,439

* Total amount does not include new investment, payroll and indirect sales tax benefits





Strategic 380 Policy Solutions and Components





380 Policy Amendment Recommendation



Category 1 : Shift the wage considerations to require all proposed positions to exceed the local wages associated with each proposed position, as per the BLS

Goal B: Allow for Supply Chain-Directed Incentives

> Category 3 : Facilitate Partnership incentives with Supply Chain (Gap) Companies

Goal C: Increase Local Workforce Skills

Section IV : Targeted Incentives for Skills Training

Goal D: Update Target Areas

Exhibit C. Update Target Areas



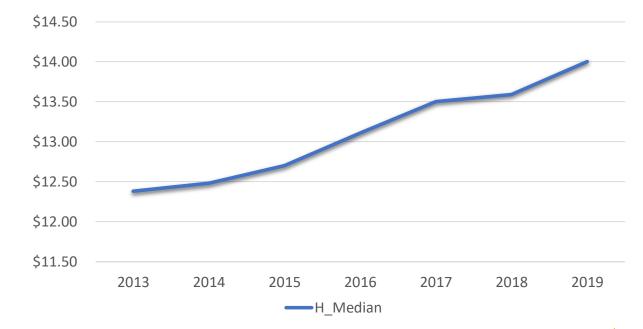
Strategic Wage Growth

Recommendation : Require ALL proposed positions to exceed the local wages associated with each proposed position, as per the Bureau of Labor Statistics

- 1. Overall Median County Wage is \$14.00 (BLS, 2019)
- 2. Increasing the value of **each skill level increases** the **overall** Median County Wage level
- 3. Skill-Specific approach shifts **MCW** needle **UP** while allowing for **market competitiveness**

Measure	Hourly Wage		Annual Wage		Percent Superior
Current BLS MCW	\$	10.17	\$	21,153.00	0%
380 Position Wage	\$	12.50	\$	26,000.00	18%

Current EP MCW	\$ 14.00
Current EP MCW + 18%	\$ 16.52





Updated Qualification Criteria







Key Supply Chain Companies are not being secured

Solution

Issue

Facilitated Supply Chain company entry via adjusted wage consideration



Policy Component

Category 4 : A participating company investing in enhancing the Target Industry Supply Chain in the region is eligible for a 50% grant.



23



Updated Qualification Criteria

Issue

Need to increase local Workforce Skills



Solution

Incentivize company to provide workforce **skills training** in coordination with educational institutions and WSB.



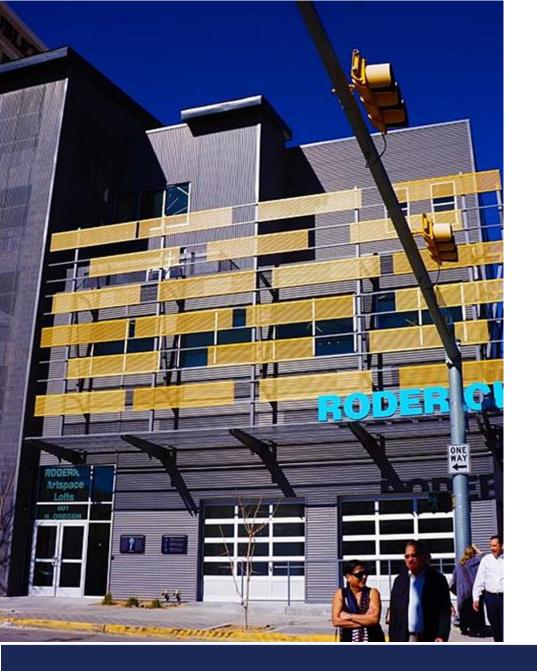




Policy Component

Section VI: All applying companies will receive additional consideration if they commit to hire and train employees through the local workforce board, Workforce Solutions Borderplex and qualified training institutions.

672



Updated Qualification Criteria



Issue

Need to update Target Areas

Solution

Three new areas have been selected for income need and targeted development



Policy Component

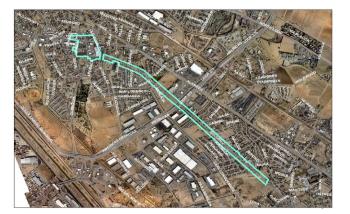
Exhibit C : Downtown EP (Plan Area) TIRZ #6 (MCA Area) Historic Mission Trail Airport (Footprint) TIRZ #11 (NE Cohen)



25



Updated Qualification Criteria: Target Areas



Historic Mission Trail



Downtown Plan Area



TIRZ #6 (MCA Area)



Airport Footprint



TIRZ #11 (NE Cohen)





380 Policy Amendment Recommendation



Goal A: Adjust Wage Requirements

Category 1 : Shift the wage considerations to require all proposed positions to exceed the local wages associated with each proposed position, as per the BLS

Goal B: Allow for Supply Chain-Directed Incentives

Category 3 : Facilitate Partnership incentives with Supply Chain (Gap) Companies

Goal C: Increase Local Workforce Skills

Section IV : Targeted Incentives for Skills Training

Goal D: Update Target Areas

Exhibit C. Update Target Areas



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

File #: 21-65, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Economic and International Development, Elizabeth Triggs, (915) 212-1619

PUBLIC HEARING DATE: 1/19/2021

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

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 on a Resolution that the Texas Economic Development Fund Incentive Program - Policy and Guidelines be adopted as the Economic Development Fund contemplated in the January 28, 2020 order issued by the Public Utility Commission of Texas, Docket No. 49849.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Early last year, the City, in its capacity as a primary local utility regulator and franchise agreement grantor, approved the acquisition of El Paso Electric by Sun Jupiter Holdings, as well as the continued use of City-owned right-of-ways in the

provision of electric utility service by EPE to its customers following acquisition closing. As consideration for these approvals, the City worked to secure commitments from EPE and IIF that preserve and enhance the utility's presence and investment in our community.

Central to those commitments was the establishment of the Texas Economic Development Fund (the "TED Fund"), an \$80 million fund to be funded by Sun Jupiter over a period of 15 years and administered by the City of El Paso for the purpose of promoting economic development within EPE's Texas service territory. This fund is in addition to the current street rental charge due to the City by EPE as consideration for EPE's use of City-owned streets, sidewalks and other right-of-ways in the delivery of electric service utility to EPE's customers, a portion of which is set aside for the purpose of promoting economic development through the City's "Impact Fund."

In accordance with the amended franchise agreement (Ordinance No. 019022) and the January 28, 2020 order issued by the Public Utility Commission of Texas (Docket No. 49849), the attached policy and guidelines has been developed to govern the City's administration and use of the TED Fund.

File #: 21-65, Version: 1

PRIOR COUNCIL ACTION:

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

On February 4, 2020, the City Council approved the acquisition of El Paso Electric by Sun Jupiter and additionally approved the third amendment to the City's franchise agreement with El Paso Electric. As consideration for these approvals, Sun Jupiter agreed to fund the Texas Economic Development Fund and the City agreed to administer the fund contingent on the adoption of a policy governing use of the fund.

AMOUNT AND SOURCE OF FUNDING:

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

\$80 million (approximately \$5.3 million annually for a 15 year period beginning December 2020) to a restricted fund as described in Ordinance No. 019022.

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Strategic Partnerships
AGENDA DATE:	January 19, 2021 (Regular)
CONTACT PERSON:	Elizabeth Triggs, <u>TriggsEK@elpasotexas.gov</u>
DISTRICT(S) AFFECTED:	All Districts

SUBJECT:

A resolution that the Texas Economic Development Incentive Program – Policy and Guidelines be adopted as the Economic Development Fund contemplated in the January 28, 2020 order issued by the Public Utility Commission of Texas Docket No. 49849.

BACKGROUND / DISCUSSION:

Early last year, the City, in its capacity as a primary local utility regulator and franchise agreement grantor, approved the acquisition of El Paso Electric by Sun Jupiter Holdings, as well as the continued use of City-owned right-of-ways in the provision of electric utility service by EPE to its customers following acquisition closing. As consideration for these approvals, the City worked to secure commitments from EPE and IIF that preserve and enhance the utility's presence and investment in our community.

Central to those commitments was the establishment of the Texas Economic Development Fund (the "TED Fund"), an \$80 million fund to be funded by Sun Jupiter over a period of 15 years and administered by the City of El Paso for the purpose of promoting economic development within EPE's Texas service territory. This fund is in addition to the current street rental charge due to the City by EPE as consideration for EPE's use of City-owned streets, sidewalks and other right-of-ways in the delivery of electric service utility to EPE's customers, a portion of which is set aside for the purpose of promoting economic development through the City's "Impact Fund."

In accordance with the amended franchise agreement (Ordinance No. 019022) and the January 28, 2020 order issued by the Public Utility Commission of Texas (Docket No. 49849), the attached policy and guidelines document has been developed to govern the City's administration and use of the TED Fund.

PRIOR COUNCIL ACTION:

On February 4, 2020, the City Council approved the acquisition of El Paso Electric by Sun Jupiter and additionally approved the third amendment to the City's franchise agreement with El Paso Electric. As consideration for these approvals, Sun Jupiter agreed to fund the Texas Economic Development Fund and the City agreed to administer the fund contingent on the adoption of a policy governing use of the fund.

AMOUNT AND SOURCE OF FUNDING:

\$80 million funded by Sun Jupiter Holdings LLC funded over a 15 year period beginning December 2020 (approximately \$5.3 million annually) to a restricted fund as described in Ordinance No. 019022.

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

th **Criggs**, Strategic Partnerships Officer

RESOLUTION

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

That the Texas Economic Development Incentive Program – Policy and Guidelines attached hereto as Exhibit A be adopted as the Economic Development Fund contemplated in the January 28, 2020 order issued by the Public Utility Commission of Texas Docket No. 49849.

APPROVED THIS _____ DAY OF _____ 2021.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Suan S. Gonzalez

Sr. Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs Strategic Partnerships Officer

Exhibit A

Texas Economic Development Incentive Program

Policy and Guidelines

Texas Economic Development Program Policy and Guidelines

SECTION I. BACKGROUND

On July 29, 2020, the City of El Paso's ("City") sole electric utility service provider, the El Paso Electric Company ("EPE"), was acquired by Sun Jupiter Holdings LLC ("Sun Jupiter"), a wholly owned, indirect subsidiary of the Infrastructure Investments Fund ("IIF"). IIF is a private investment vehicle and long-term investor in infrastructure companies. The change in ownership is intended to, among other things, provide EPE with the ongoing access to capital necessary for its continued investment in safe, clean, affordable, and reliable electric utility service to the more than 436,000 customers it serves in west Texas and southern New Mexico, including the City's residents and businesses.

Beyond its vital role as a utility service provider, EPE is a local economic driver and community partner in the welfare and continued growth of our City. As one of our largest private employers, EPE currently provides quality jobs to more than 1,100 area residents, the majority of whom live, work, and thrive in El Paso. The nearly 120-year-old utility additionally has recently generated an astonishing \$44 million in annual revenue for El Paso County's local taxing jurisdictions, representing a significant resource in the provision of public services to our community. With respect to corporate giving, EPE was responsible for \$1.2 million in annual local charitable contributions last year while its workforce volunteered thousands of hours in support of local causes.

Clearly, EPE's continued presence and investment in our community is paramount to our City's sustained growth and success. In recognition of the utility company's importance to our community's well-being, the City, in its capacity as a primary local utility regulator and voice for our residents and businesses, worked during the months leading up to the successful closing of the acquisition to secure commitments from EPE and IIF that preserve and enhance the utility's presence and investment in our community.

During those discussions, the City focused its efforts on securing commitments that: (1) provide short and long-term benefits to our community; (2) safeguard the quality jobs provided by the utility; (3) promote continued innovation toward renewable and solar energy; and (4) ensure the City continues to receive fair compensation for the use of its streets and sidewalks in EPE's delivery of utility service to its customers. One of those commitments is the establishment of the Texas Economic Development Fund (the "TED Fund") (see **Exhibit A**).

The TED Fund is an \$80 million fund to be funded by Sun Jupiter over a period of 15 years and administered by the City solely for the purpose of promoting economic development within EPE's

Texas Service Area (see **Exhibit B**). The first installment is due by December 15, 2020, with each successive annual installment due by December 15 or the following business day of the applicable year. Contributions to the fund are not recoverable in EPE's rates and are in addition to the annual street rental charge charged to EPE by the City for EPE's use of City-owned right-of-ways in electric utility service delivery as originally established by Ordinance No. 016090 and periodically amended.

In accordance with the obligations contained in **Exhibit A**, on January 19, 2021, the City established, and IIF approved, the Texas Economic Development Program (the "TED Program") Policy and Guidelines to govern the City's administration and use of the TED Fund.

SECTION II. PURPOSE AND PROGRAM CATEGORIES

- A. **Program Purpose.** The purpose of the TED Program is to make funds available for financial incentives in the form of economic development grants and/or loans to promote economic development within EPE's Texas Service Area, as set forth in more detail in Section II.B hereof.
- B. **Program Categories.** Projects may be eligible for assistance through one or more of the following TED Program categories:
 - 1. **Infrastructure Development Assistance.** Financial assistance for public infrastructure improvements associated with specific infrastructure projects benefitting one or more companies committed to creating net-new jobs and/or making new capital investments within EPE's Texas Service Area. Such projects may include, but are not limited to, rail, public roadway, port, airport, water, sewer, gas, and telecommunication improvements.
 - 2. Quality Jobs and Investment Assistance. Financial assistance to offset the costs companies incur when expanding or locating a business operation in EPE's Texas Service Area; such costs may include job training assistance for new employees, building retrofitting, real property acquisition, relocation of equipment, and other expenditures not otherwise eligible under the Infrastructure Development Assistance category. Quality Jobs and Investment Assistance shall only be used in exceptional cases where the impact of the company on EPE's Texas Service Area is significant.

SECTION III. PROGRAM ADMINISTRATION AND FUNDING

- A. **Fund Established.** The TED Fund is established as a separate account in the City's general fund to be administered in accordance with this policy, City Ordinance 019022, and the Final Order in Public Utility Commission of Texas Docket No. 49849.
- B. Fund Composition. In accordance with Ordinance No. 019022, the TED Fund shall be composed of an aggregate amount of \$80 million funded by IIF in 15 equal installments of \$5,333,333.33 due to the TED Fund the 15th day of December of each applicable year, or the

following business day as may be applicable, with the first of the 15 installments due December 15, 2020.

- C. **Annual Fund Balance.** The City shall restrict the use of and carry forward any amounts remaining in the TED Fund at the end of each fiscal year for the TED Program.
- D. **Fund Balance Investment.** Dollars in the TED Fund may be invested by the City for the sole benefit of the TED Fund, and interest accruing on investments and deposits on such fund shall be returned to and remain part of the TED Fund.
- E. Administering City Department. The City's Economic and International Development Department ("EDD") will administer the TED Fund in accordance with this policy.
- F. **Coordination throughout Texas Service Area.** The EDD shall make reasonable efforts to coordinate with other state and local agencies within EPE's Texas Service Area regarding the uses of the TED Fund.

G. Reassignment of TED Fund.

- 1. In the event the City eliminates the EDD or fails to abide by this policy, the City and IIF shall find a replacement entity to administer the balance, if any, of the TED Fund, with the exception that interest accrued on investments and deposits of the TED Fund shall not be subject to reassignment. Elimination of the EDD does not include a change in department name or reassignment of the duties of the EDD to another City department so long as the duties and responsibilities of the department remain substantially similar to those of the EDD.
- 2. The EDD and City Council shall use their best efforts to (1) award projects on an annual basis during any rolling five calendar year period and (2) allocate all funds within a reasonable time after IIF's last contribution to the TED Fund.
- H. **Project Review and Award.** Project proposals for financial assistance under the TED Program and amendments to existing TED Program agreements shall be considered on a caseby-case basis and shall only be awarded by the El Paso City Council ("City Council") at an open meeting of the City Council.
 - 1. **Application.** Applications shall be made through the EDD via the administratively approved application form. To be considered for incentives, Applicants shall be required to submit documentation verifying the project's compliance with applicable eligibility criteria identified in Sections IV, V, and VI of this policy.
 - 2. Review and Award. Complete applications shall be reviewed by the EDD within six months of their receipt and shall be assessed based on the eligibility criteria identified in Section IV, V, and VI of this document, to include an economic impact analysis for EPE's Texas Service Area. The EDD shall present to City Council for funding under the TED Program only those projects that meet the requirements of the TED Program and that,

based on an economic impact analysis, provide a sufficient net positive impact to EPE's Texas Service Area.

- 3. **No Obligation.** The City Council is under no obligation to approve any requested incentive under this program and no right to these incentives is either intended or implied.
- I. **Program Commitments.** It is the City's intent that in each fiscal year, the TED Program be managed so that actual expenditures and obligations to be recognized at the end of the fiscal year do not exceed any available reserves and appropriations of the program. In the event such expenditures and obligations exceed available program reserves and appropriations, the City shall be solely responsible for the difference.

J. Reporting.

- Annual Report. The EDD shall keep detailed records of the TED Program and shall make annual reports to Sun Jupiter, with copy to EPE's General Counsel, by February 1st of every year, regarding the activities and uses of the TED Fund during the prior calendar year. Such report shall include at least the following information: the amount of each commitment approved and accepted since the previous report, the amounts of and dates of payment of each grant and/or loan since the previous report, the name of each entity receiving the benefit of such commitment, and a description of the project; whether each funded project is in compliance with the terms of its funding; a short summary of the projects that were declined for funding; the total outstanding commitments; the total unobligated appropriation; and other such information required to comply with the Final Order in Public Utility Commission of Texas Docket No. 49849.
- 2. **Inspection.** For as long as the TED Fund is in existence and for a period of five years following its termination, Sun Jupiter, its designee, or both shall be permitted, no more than once per year during the City's ordinary business hours and upon not less than 10 business days' written notice to the EDD, to audit, inspect, and reproduce at the City's premises any and all records related to the TED Fund ("Inspection Right"). Sun Jupiter, its designee, or both shall be allowed to utilize the Inspection Right more than once per year to the extent Sun Jupiter or EPE (1) is legally compelled to obtain records related to the TED Fund or (2) requires the information as part of an audit, review, or inspection initiated or required by a third party.
- 3. Audits of Projects. No more than once per year, Sun Jupiter or its designee may request the EDD undertake an audit of any or all projects that have received a loan and/or grant from the TED Fund. The audit shall be paid for out of the TED Fund, and the EDD shall complete the audit within a reasonable time after the request. Within two business days of the audit's completion, the EDD shall provide the results of the audit to Sun Jupiter, with copy to EPE's general counsel.
- K. Anti-Corruption. The City Council and the EDD shall administer the TED Program and grants of the TED Fund in compliance with all applicable federal, state, and local statutes,

laws, ordinances, codes, rules, or regulations (collectively "Laws"), including, without limitation, those relating to anti-bribery and corruption. Provided the selected entity or its parent company is not publicly traded, the EDD will retain a third party to make commercially reasonable efforts to perform background checks on a selected entity under the TED Program and the entity's principals, executives, and managers prior to presenting that entity's project to City Council for funding under the TED Program and shall disqualify any project that is or has principals, executives, or managers that are, or have been, in the past 10 years convicted, charged, or subject to investigation by any governmental authority in connection with corruption, money laundering, or a violation of US or other applicable sanctions based on such background checks. The background checks required by this section will be done in keeping with the standards of Texas statutes regulating the use of background checks for business purposes, and their cost shall be paid for out of the TED Fund.

SECTION IV. ELIGIBILITY CRITERIA

- A. Needs-Based Eligibility. The TED Program is intended to provide support to projects that have financial gaps or for projects that otherwise represent a competitive situation for EPE's Texas Service Area against non-Texas Service Area locations. Applicants pursuing financial assistance under the TED Program must provide written assurance that "but for" the assistance, the proposed project would not occur or would otherwise be substantially altered so that the economic returns or other associated public benefits secured by TED Program participation would be reduced.
- B. Geographic Eligibility. A project must be physically located within EPE's Texas Service Area to be eligible for participation in the TED Program. Projects located within a Target Area (see **Exhibit C**) shall be given special consideration (see "Investment Eligibility").
- C. **Investment Eligibility.** A project must not be related to the generation or provision of electric service and meet one of the following investment categories to be considered for financial assistance under the TED Program:
 - 1. **Target Area Projects.** Projects located within a Target Area must create a minimum of 50 net-new jobs and provide at least \$5 million of investment.
 - 2. **Non-Target Area Projects.** Projects located outside of a Target Area must create a minimum of 100 net-new jobs and provide at least \$10 million of investment.
 - 3. **Non-Conforming Projects.** Projects not meeting the Target Area or Non-Target Area project investment eligibility criteria identified in this subsection that nevertheless significantly advance the public purpose of economic development within EPE's Texas Service Area shall be considered on a case-by-case basis. Examples of high impact projects that may be considered under this category include, but are not limited to, major projects by Fortune 500, Manufacturers 400, or Global 500 listed firms or national or regional headquarters projects.

- D. Target Industry Projects. Target Industry projects are provided special consideration for financial assistance under the TED Program and are generally defined as projects that directly or indirectly, through local supply chain development, support advancement of the following industry sectors: life/biomedical sciences; data processing, hosting, and related services; tourism; business support services; defense and aerospace; advanced manufacturing; and advanced logistics. Projects that fall under one or more of these industry categories may, on a case-by-case basis, be eligible for assistance as a non-conforming project.
- E. **Other Resources Required.** Projects that do not leverage proceeds from the TED Fund with other non-City resources will not be given consideration.
- F. **Incidental Benefit.** Projects must not provide more than an incidental benefit to (1) EPE, Sun Jupiter, or any of their affiliates; (2) City officials and employees; and (3) officials and employees of any governmental or not-for-profit entity that receives funding under the TED Program.
- G. Anti-Corruption. A recipient of funding under the TED Program, including such entities principals, may not have been convicted of a violation of any federal, state, or local Laws relating to anti-bribery and corruption within the ten years preceding its application. As a condition of receiving funding under the TED Program, a recipient must agree (a) to comply with all applicable federal, state, and local Laws, including, without limitation, those relating to anti-bribery and corruption; (b) to ongoing audit rights in favor of the EDD during the term of the incentive agreement; and (c) provide information necessary for the EDD to complete background checks as contemplated in Section III. K. above.
- H. **Other Requirements.** In addition, to be eligible for participation in the TED Program, the applicant must demonstrate:
 - 1. The project's public purpose and economic benefit to EPE's Texas Service Area, as demonstrated through an economic impact analysis;
 - 2. Financial stability and capacity to complete the project; and
 - 3. Full compliance with all local, state, and federal Laws.

SECTION V. INFRASTRUCTURE DEVELOPMENT ASSISTANCE

A. **Purpose.** The purpose of the Infrastructure Development Assistance program category is to provide financial assistance for public infrastructure improvements associated with specific infrastructure projects benefitting one or more companies committed to creating net-new jobs and/or making new capital investments within EPE's Texas Service Area, or where such investment will have a direct impact on employment and investment opportunities in the future. Such projects may include, but are not limited to, rail, public roadway, port, airport, water, sewer, gas, and telecommunication improvements but shall not include projects related to the generation or provision of electric service.

- B. **Form of Assistance.** Infrastructure Development Assistance may be provided in the form of a grant or loan to the local governing body or their economic development organizations or other political subdivisions of the state in which the project is located.
- C. Additional Eligibility Criteria. To be eligible for financial assistance under the Infrastructure Development Assistance program category, the project must meet the following criteria:
 - 1. **Type and Location of Infrastructure Project.** Eligible public infrastructure improvements include, but are not limited to, rail, public roadway, port, airport, water, sewer, gas, telecommunication, and other significant technological improvements located within EPE's Texas Service Area. Infrastructure Development Assistance may not be applied to private land or to land that is expected to become privately owned. Land owned by a political subdivision of the state and located within EPE's Texas Service Area shall not be considered private land and any such land that is expected to become privately owned so long as the purchase option covering the land may not be exercised for a period of at least five years following the date of approval of an Infrastructure Development Assistance grant or loan made pursuant to this section.
 - 2. Job and/or Investment Impact. Projects being considered under this program category must demonstrate that the infrastructure improvements are necessary for the location or expansion of one or more companies within EPE's Texas Service Area that meet the eligibility criteria listed in Section IV of this policy.
 - 3. Local Match Required. Local matching funds of at least 100 percent for projects located outside of the City limits shall be required from the political subdivision within whose jurisdictional limits the project will be located in order to be eligible for an Infrastructure Development Assistance grant or loan under this program.

SECTION VI. QUALITY JOB AND INVESTMENT ASSISTANCE

- A. **Purpose.** The purpose of the Quality Job and Investment Assistance program category is to provide financial assistance to offset the costs companies incur when expanding or locating a business operation in EPE's Texas Service Area; such costs may include job training assistance for new employees, building retrofitting, real property acquisition, relocation of equipment, and other expenditures not otherwise eligible under the Infrastructure Development Assistance category but shall not include costs related to the generation or provision of electric service. Quality Jobs and Investment Assistance shall only be used in exceptional cases where the impact of the company on EPE's Texas Service Area is significant.
- B. Form of Assistance. Quality Job and Investment Assistance may be provided in the form of a grant or loan directly to the business locating or expanding within EPE's Texas Service Area. If, however, the company is locating within EPE's Texas Service Area but outside of the City limits, the City may opt to contract with the local governing body or their economic development organizations or other political subdivisions of the state within whose

jurisdictional boundaries the company will locate or expand in lieu of contracting directly with the company.

- C. Additional Eligibility Criteria. To be eligible for financial assistance under the Quality Job and Investment Assistance program category, the project must meet the following criteria:
 - 1. Job and/or Investment Impact. Projects being considered under this program category must meet the eligibility criteria listed under Section IV of this policy.
 - 2. Local Match Required. In order to be eligible for a Quality Job and Investment Assistance grant or loan under this program, local matching funds of at least 100 percent for projects located outside of the City limits shall be required from the political subdivision within whose jurisdictional limits the project will be located. The local match required may take the form of property tax abatements, property tax rebates, grants, or other financial incentives; in addition to in-kind contributions.

SECTION VII. AMOUNT AND TYPE OF FINANCIAL ASSISTANCE

- A. **Determination of Financial Assistance Amount.** The amount of TED Program financial assistance for eligible projects shall be determined based on the following considerations:
 - 1. **Needs Based.** The amount of TED Program assistance for projects eligible under either assistance category shall be based on a determination of need for financial incentives from the City to ensure the attraction and/or expansion of the eligible project.
 - 2. Economic and Fiscal Benefit. EDD shall conduct an economic and fiscal benefit analysis to demonstrate the benefit of the project, including its potential to generate revenues which outweigh costs associated with the financial assistance provided. Any such analysis shall include other community benefits created by the project that may be difficult to quantify.
 - 3. **Project-Specific Merits.** In addition to need and economic and fiscal benefit, the amount of TED Program assistance offered to eligible projects shall be evaluated and determined based on the individual merits of each request, including but not limited to, amount of capital investment, location of the project, net-new jobs created, job quality (including salary and benefits package), and type of industry.
 - 4. Additional Consideration. In determining the amount of any grant and/or loan to offer an eligible project, the City will consider and give additional weight to projects that (1) provide a significant number of jobs paying annual wages exceeding the median wage in the El Paso Metropolitan Statistical Area, (2) provide jobs in one of the Target Industries identified in Section IV, and/or (3) strengthen the supply chain associated with one or more Target Industries, as well as the availability of funds in the TED Fund.
 - 5. **One-Time Commitment.** For the avoidance of doubt, no project will be granted ongoing assistance in the form of evergreen grants; each grant and/or loan shall be a one-time commitment by the TED Fund that may be paid out over a series of years, although there

shall be no prohibition on assistance to previous award recipients for new projects and/or amendments to existing agreements where consideration from the award recipient has been provided for the amendment or new project.

- B. **Type of Financial Assistance.** Financial Assistance provided under this program shall be in the form of an economic development grant and/or loan. In either case, assistance provided is performance-based.
 - 1. **Grant Funding.** Grant payments will be disbursed based on terms negotiated with the recipient. Generally, payments will not be made until the project receives a Certificate of Occupancy, lease commencement, and/or until construction and startup costs and investment milestones are met; and/or job creation milestones are met.
 - 2. Loan Funding. The terms of any loan will generally include an interest rate based on the City's average rate of return at the time of the loan (as determined by the City) or a rate separately negotiated. Normally, loan payments will not be disbursed until the issuance of a Certificate of Occupancy, unless otherwise negotiated. A loan repayment schedule with interest will be negotiated separately for each eligible project. All loan repayments and interest will be deposited back into the TED Fund.

Exhibit A

Third Amendment to El Paso Electric Company Franchise Agreement (Ordinance No. 019022)

019022

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 16090, GRANTING A FRANCHISE TO EL PASO ELECTRIC COMPANY, (AS AMENDED BY ORDINANCES NO. 17460 AND 18772, AMENDING THE STREET RENTAL CHARGE) TO REDUCE THE RESTRICTION ON THE STREET RENTAL CHARGE; PROVIDING FOR ADDITIONAL COMPENSATION AND ASSURANCES TO THE CITY; AND PROVIDING CONSENT AS REQUIRED IN SECTION 15.08.013 OF THE CITY CODE AND SECTION 14(b) OF ORDINANCE NO. 16090 UPON THE TERMS AND CONDITIONS DESCRIBED IN THIS ORDINANCE; THE PENALTY AS PROVIDED IN CITY CODE SECTION 15.08.040

WHEREAS, the City Council of the City of El Paso, Texas, ("City") granted to El Paso Electric Company ("Company" or "EPE") a franchise to operate the electric utility for transmission and distribution of electrical energy within the boundaries of the City on July 12, 2005, by Ordinance No. 16090;

WHEREAS, the City and Company amended Ordinance No. 16090 to increase the street rental charge on November 16, 2010, and again on March 20, 2018 (collectively referred with Ordinance No. 16090, as the "Franchise Ordinance");

WHEREAS, EPE, Sun Jupiter Holdings, LLC, a Delaware limited liability company ("Sun Jupiter"), and IIF US Holding 2 LP ("IIF US 2") filed the Joint Report and Application of EPE, Sun Jupiter, and IIF US 2 for Regulatory Approvals under Texas Utilities Code §§ 14.101, 39.262, and 39.915 with the Public Utility Commission of Texas ("PUCT") on August 13, 2019, ("Joint Application") seeking the PUCT's approval of the Agreement and Plan of Merger ("Merger Agreement") by and among EPE, Sun Jupiter, and Sun Merger Sub Inc. dated as of June 1, 2019, and assigned PUCT Docket No. 49849 ("Proposed Transaction");

WHEREAS, on September 20, 2019, EPE filed a franchise assignment application with the City pursuant to El Paso City Code § 15.08.013, and paragraph 14(b) of Ordinance 16090 ("Franchise Application") in connection with the Proposed Transaction;

WHEREAS, after the close of the Proposed Transaction and approval of the Franchise Application, EPE will maintain an existence that is separate and distinct from Sun Jupiter, IIF US 2 and any of its affiliates or subsidiaries, and will continue all obligations of "Company" as defined in Ordinance 16090 granting the franchise as amended;

WHEREAS, paragraph 14(b) of Ordinance 16090 requires consent of any merger or acquisition of the Company, sale of substantially all of the assets of the Company or change in control of the Company, and a formal assignment is required subsequent to the merger or acquisition;

WHEREAS, paragraph 14(b) of Ordinance 16090 requires the governing body of the City's consent to the assignment to be evidenced by an ordinance that fully recites the terms and

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conditions upon which consent is given;

WHEREAS, the City Council wishes to consent to the Proposed Transaction and Franchise Application;

WHEREAS, in Ordinance No. 017460, the City and Company agreed to increase the Street Rental Charge, which is a percentage of gross revenues the Company receives for the generation, transmission and distribution of electrical energy and other services within the City and for broadband over power line communications services, by 0.75% ("Additional Fee") to be allocated to promotion of economic development within the City;

WHEREAS, in Ordinance No. 018772, the City and Company agreed to increase the Street Rental Charge by an additional 1%, and to increase the allocation for promotion of economic development to 1.75% of the Street Rental Charge;

WHEREAS, the City wishes to reduce the Street Rental Charge economic development allocation to 1% effective July 29, 2030;

WHEREAS, Sun Jupiter is not the franchisee, and is not obligated by any operational requirements contained in City Code § 15.08 nor Ordinance 16090 as amended;

WHEREAS, if the Proposed Transaction closes and Sun Jupiter becomes the 100% equity holder of EPE, it will provide additional compensation and assurances to City as provided herein; and

WHEREAS, the City's consent to the Proposed Transaction and Franchise Application is conditioned upon the items identified in Section 1.

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

SECTION 1.

- After the public hearing, the City Council finds that EPE meets the following requirements of City Code Sections 15.08.012(D) and 15.08.013(C):
 - A. EPE is qualified to render its proposed services;
 - B. EPE is qualified to maintain the public rights-of-way adequately and safely;
 - C. EPE is financially responsible and able to meet the terms of the franchise;
 - D. The proposed use of the rights-of-way will not have a negative impact on the public's use of the rights-of-way; and

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- E. There are no other relevant facts that would cause City Council to refuse consent.
- Therefore, the City hereby consents to the Proposed Transaction and Franchise Application as defined herein in accordance with City Code Section 15.08.013 and Ordinance No. 16090, as amended, paragraph 14(b), upon the following terms and conditions:
 - A. Company must accept this Ordinance amending Ordinance 16090 as previously amended ("Franchise Amendment") within thirty days of the adoption of this Ordinance.
 - B. <u>Final Stipulation in PUCT Docket No. 49849</u>. The Parties will use best efforts to obtain prompt adoption of a final order by the PUCT approving the Joint Application consistent with the terms of this Franchise Amendment.
 - C. Sun Jupiter will provide the following additional assurances and compensation to the City, which will be obligated through a separate agreement and are noted here as conditions of the City's consent:
 - 1. For so long as IIF US 2 owns Sun Jupiter:
 - a. Sun Jupiter will not relocate jobs outside of the EPE service territory and will not reduce EPE's workforce as a result of the Proposed Transaction and EPE will maintain sufficient employment levels as required to furnish EPE's customers with safe, adequate, efficient, and reasonable electric service; and
 - Sun Jupiter will never move EPE's headquarters outside the City of El Paso.
 - 2. Economic Development Fund:
 - a. Eighty million dollars (\$80,000,000) of the Economic Development Fund will be jurisdictionally allocated to Company's Texas service territory and held in a restricted account for the purpose of promoting economic development in Company's Texas service territory ("**Texas Economic Development Fund**").
 - b. Sun Jupiter will fund the Texas Economic Development Fund through fifteen (15) equal annual installments of five million three hundred thirty-three thousand three hundred thirty-three dollars and 33/100 cents (\$5,333,333.33). Contributions to the Texas Economic Development Fund will be due by the 15th day of December of each year, with the first of the fifteen (15) installments to be due by the first December 15th to occur after the close of the Proposed Transaction.

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- c. The City's Economic Development Department ("EDD") will administer the Texas Economic Development Fund in accordance with an economic development policy to be developed by the City and approved by Sun Jupiter within six (6) months after the close of the Proposed Transaction ("Incentive Policy").
- d. The City will make reports, at least annually, to the Company's Board of Directors regarding the activities and uses of the Texas Economic Development Fund.
- e. The City's EDD will make reasonable efforts to coordinate with other state and local agencies within EPE's Texas service territory regarding the uses of the Texas Economic Development Fund.
- f. If the City eliminates the EDD or the Incentive Policy, or fails to abide by the Incentive Policy, the City and Sun Jupiter will find a replacement entity to administer the balance, if any, of the Texas Economic Development Fund. Elimination of the EDD does not include a change in department name or a reassigning of the duties of the EDD to another City Department so long as the duties and responsibilities of the department remain substantially similar to those of the EDD.
- 3. <u>General Fund Payments</u>. In addition to the franchise fees currently due to the City under the Franchise Agreement, Sun Jupiter will pay the City, for use in its general fund, seven hundred fifty thousand dollars (\$750,000) per year for a period of ten (10) years. The first payment shall be made no later than thirty (30) days after the close of the Proposed Transaction by electronic funds transfer as designated by the City. Each remaining annual payment will be made on or before the 30th day of June of each corresponding year.
- 4. <u>Low Income Assistance Program</u>. Within ninety (90) days of closing of the Proposed Transaction, EPE will coordinate with the City on efforts to enhance EPE's current low income assistance programs and EPE will make recommendations and proposals for consideration to the City. Sun Jupiter will pledge up to one million dollars (\$1,000,000) to be paid in equal installments of two hundred thousand dollars (\$200,000) per year over a period of five (5) years to support enhancements to EPE's low income assistance programs.

SECTION 2.

That Section 3, Police Power, of the Franchise Ordinance is hereby amended to add the following:

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Land Use. The Company will coordinate with the City's Engineer within six (6) months after the close of the transaction contemplated in the Final Agreement and Plan of Merger between the Company; Sun Jupiter Holdings LLC ("Sun Jupiter"); and Sun Merger Sub Inc dated June 1, 2019 ("Proposed Transaction"), to identify:

- Land under the control of the Company that the City desires to utilize for public recreation, exercise, relaxation, travel, or pleasure in accordance with Section 75.0022 of the Texas Civil Practice and Remedies Code and;
- 2. Poles, lines, conduits, or other construction that the Company maintains that may need to be installed or relocated in accordance with this Section 3.

<u>Maintenance</u>. City and the Company shall coordinate quarterly regarding maintenance issues that affect community safety or aesthetics on land and street lighting under the control of the Company. The Company shall give higher priority to work orders for continuous street lighting on controlled access/State highways and major arterials. During the course of the quarterly meetings, the Company and the City will establish processes and procedures for work orders and develop benchmarks based on industry standards and align with community impacts.

SECTION 3.

New Section 9.5 is created to add the following:

Section 9.5. Renewable Generation Study.

(a) Within one year after the close of the Proposed Transaction, the Company will complete a study concerning renewable generation, as defined in Texas Utilities Code § 39.904(d) ("Renewable Generation Study"). The Company will share the results of the Renewable Generation Study with the City within thirty (30) days of the Renewable Generation Study's completion. Should the Company not be able to complete the study within one year, the Company may request additional time to complete the Renewable Generation Study from the City, and the City shall not unreasonably withhold its consent to the extension.

(b) The Renewable Generation Study will cover, but is not limited to, the following topics:

1. The technical feasibility of integrating utility-scale renewable generation into the Company's utility system and the changes and impacts to the Company's transmission and distribution system;

2. Possible costs and operational impacts related to the integration of utility-scale renewable generation into the Company's Texas service territory;

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 Legislative or regulatory changes, if any, that may be required to increase utility-scale renewable generation in the Company's Texas service territory and the legislative strategies necessary to implement such legislative or regulatory changes;

4. Potential voluntary renewable generation program offerings to allow customers to increase their use of renewable resources within the El Paso, Texas, city limits and the Company's Texas service territory;

5. Reasonable commitments that the Company can make to increase the integration of renewable generation in the Company's Texas generation portfolio;

6. Grant opportunities for the Company, the City, or both to increase the integration of renewable generation in the Company's Texas generation portfolio; and

7. Potential renewable generation programs to assist with low-income assistance programs such as the Low Income Home Energy Assistance Program or additional incentives for distributed generation.

(c) The Company shall designate material contained in the Renewable Generation Study as confidential to the extent that it relates to critical infrastructure, as that phrase is understood in Texas Government Code § 418.181, or to the extent that it contains sensitive information that would not be subject to public release under the Texas Public Information Act, as codified in chapter 552 of the Texas Government Code. The City will use its best efforts to not publicly distribute such designated material to parties outside of the City. The City will also provide the Company with notice of an open records request implicating such material so that the Company may assert its rights under the Texas Public Information Act.

(d) The Company shall report to the City Council no less than two (2) times per year on the Company's progress towards renewable generation commitments, opportunities, and goals that are identified by the Renewable Generation Study. The City and the Company will coordinate on efforts to implement legislative, regulatory, or other policy changes identified as part of the Renewable Generation Study.

SECTION 4.

Subsection (b) of Section 13, Compensation, of the Franchise Ordinance, is hereby amended to read as follows:

(b) The City will increase the Street Rental Charge to be paid by the Company to the City on a quarterly basis during the remaining life of this Franchise

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by an additional three quarters of one percent (0.75%) effective 2010 ("Additional Fee") and a supplemental one percent (1.0%) ("Auxiliary Fee") for a total amount of (i) five percent (5.0%) of the gross revenues the Company receives for the generation, transmission, and distribution of electrical energy and other services within the City and (ii) five and three quarters percent (5.75%) of BPL-related gross revenues within the City of El Paso, except however for any revenues from municipal accounts to the extent that any such revenues are excepted from the Company's Rate Schedule 94, Supplemental Franchise Fee Rider. The "Economic Development Allocation" is a portion of the Street Rental Charge equal to one and three quarters of one percent (1.75%) of the gross revenues the Company receives for the generation, transmission, and distribution of electrical energy and other services, including BPL services, within the City shall be allocated by the City for promotion of economic development, including economic development incentives for new commercial customers with high electric energy needs, the attraction of companies that will make significant investments of capital and human resources in the community, solar or other renewable energy rebates or incentives, or to increase the City's capacity in alternative energy research, development, manufacturing and generation, and for such other economic development public purposes including infrastructure as reasonably determined by the City. After July 29, 2030, the Economic Development Allocation will be reduced to one percent (1.00%). The Economic Development Allocation will be placed in a restricted fund to be used solely for the economic development purposes described herein and cannot be commingled with existing Street Rental Charges to support or supplement general fund operations. The City will provide an annual update on the status, uses, and economic impact of Economic Development Allocation to the City Council and the public.

The Company shall pay the Street Rental Charge to the City by electronic funds transfer or by other means of immediately available funds within forty-five (45) days of the end of each calendar quarter (the "Payment Date"). If the Street Rental Charge or any portion thereof is not paid on or before the Payment Date, the unpaid balance shall bear interest at a daily rate equivalent to the prime rate of interest as published by the Wall Street Journal for that date, plus one percent (1%) per annum from the Payment Date until the date such payment is made. If any payment shall be more than thirty (30) days late, the interest shall be paid at such prime rate plus three percent (3%) per annum.

SECTION 5.

That Section 13, Compensation, of the Franchise Ordinance is hereby amended to add the following:

(c) <u>City Expenses Related to Docket No. 49849</u>. The Company will pay the City two hundred thousand dollars (\$200,000) for the City's reasonable consultants and attorneys fees incurred due to the City's intervention in Docket No. 49849 ("City Public

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Interest Fees") no later than thirty (30) days after the later of (1) the close of the Proposed Transaction; (2) Company's receipt of invoices supporting the City Public Interest Fees; or (3) the termination of the Proposed Transaction for any reason without a closing, provided, however, that the City Public Interest Fees shall not be paid if the City opposes the Proposed Transaction, either directly or indirectly, in any proceeding before a governmental or regulatory body, with the exception of PUCT Docket No. 49849 in which the City originally opposed the Proposed Transaction but subsequently signed the Stipulation.

SECTION 6.

New Section 18 is created to add the following:

Section 18. City's Future Purchase Option. This Section 18 shall apply for so long as IIF US Holding 2 LP owns Sun Jupiter:

(a) In the event Sun Jupiter decides to consider a sale of one hundred percent (100%) of its equity interests in, or all of the assets and liabilities of the Company ("Sale Transaction"), Sun Jupiter will first provide notice to the City of the potential Sale Transaction (a "Potential Sale Notice"). The City will use best efforts to protect information related to a Sale Transaction from public disclosure consistent with the exceptions in chapter 552 of the Texas Government Code, including, Texas Government Code § 552.110.

(b) Within one hundred twenty (120) days of receipt by the City of a Potential Sale Notice ("Exclusive Offer Period"), the City will have the exclusive right to either (i) make a bona fide binding offer to purchase the Company or all of the assets and liabilities of the Company ("Offer") or (ii) provide a waiver of the right to make an Offer during the Exclusive Offer Period ("Waiver"). The Offer, if made, shall remain open for at least thirty (30) days during which time Sun Jupiter will consider the Offer in good faith.

(c) If the City makes an Offer during the Exclusive Offer Period and Sun Jupiter does not accept the Offer, Sun Jupiter shall provide a written acknowledgement that (i) Sun Jupiter has provided the City with the Potential Sale Notice and (ii) the City made an Offer and Sun Jupiter did not accept such Offer ("Acknowledgment"). After Sun Jupiter provides the Acknowledgment in accordance with this paragraph, Sun Jupiter may enter into a definitive agreement with a third party for a Sale Transaction if Sun Jupiter reasonably determines such third party's offer contains terms and conditions that, on the whole, are more favorable to Sun Jupiter than those contained in the Offer. Sun Jupiter shall have twenty-four (24) months to complete the Sale Transaction with such a third party ("Acknowledgement Completion Period") before a new Potential Sale Notice must be issued.

(d) If the City provides a Waiver in response to a Potential Sale Notice, then Sun Jupiter will invite the City to participate in any process it runs with third party potential acquirers to effectuate a Sale Transaction ("Sale Process") and the City may make an Offer pursuant to the terms and conditions of the Sale Process, which terms and conditions shall

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be applicable to all participants in the Sale Process. Sun Jupiter shall have twenty-four (24) months to complete a Sale Transaction in the Sale Process ("Sale Process Completion Period") before a new Potential Sale Notice must be issued.

(e) For the avoidance of doubt, except during an Acknowledgment Completion Period, a Sale Process (except as set forth in (d) above) or Sale Process Completion Period, the City may make an Offer at any time.

(f) The City will abide by the Texas Government Code exceptions from public disclosure commitment made in paragraph (a) to this Section 18 if the City is making an Offer outside of the Exclusive Offer Period.

(g) The City does not waive any rights with respect to franchise assignment as set forth in El Paso City Code § 15.08.013 or Section 14(b) of this Agreement provided, however, that the City shall not unreasonably withhold any required consent to the assignment of the franchise to a third party following Sun Jupiter's compliance with this Section 18.

SECTION 7. This ordinance will be contingent upon, and take effect upon, the final approval of the Proposed Transaction by all relevant regulatory agencies, and closing of the Proposed Transaction, however, the conditions of consent listed in Section 1 Paragraph 2(A) and Sections 4 and 5 shall take effect upon approval by the City Council and acceptance by the Company.

SECTION 8. Except as expressly amended herein, the Franchise Ordinance shall continue in full force and effect.

19-1008-126.001/PL#961146v.3/Amending Ordinance Granting Franchise/JF/KLHK

PASSED AND APPROVED this HM day of HDruary 2020 JA2020 AM11:29

CITY OF EL PASO

Dee Margo, Mayor

2020

ATTEST:

Laura D.

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Karla man City Atto

APPROVED AS TO CONTENT:

Tomás Gónzález City Manager

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CITY CLERK DEPT 2020 JAN 28 AM11:29

ACCEPTANCE

The Amendment of the Franchise granted by the City of El Paso on February 4 , 2020, is hereby accepted this 12th day of February , 2020.

EL PASO ELECTRIC COMPANY

By: Adrian J. Rodriguez, Interim Chief Executive Officer

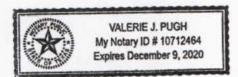
COUNTY OF EL PASO

STATE OF TEXAS

APPROVED AS TO FORM OFFICE OF THE GENERAL COUNSEL

This instrument was acknowledged before me this 12 day of <u>February</u>, 2020, by <u>Adrian Jobe Rodriguez</u>, Chief Executive Officer of El Paso Electric Company, a Texas corporation, on behalf of said corporation.

§ 8 8



Valui J Pugh Notary Public in and for the

State of Texas

Received for filing this 12th day of February , 2020.

AD Prine Laura D. Prine

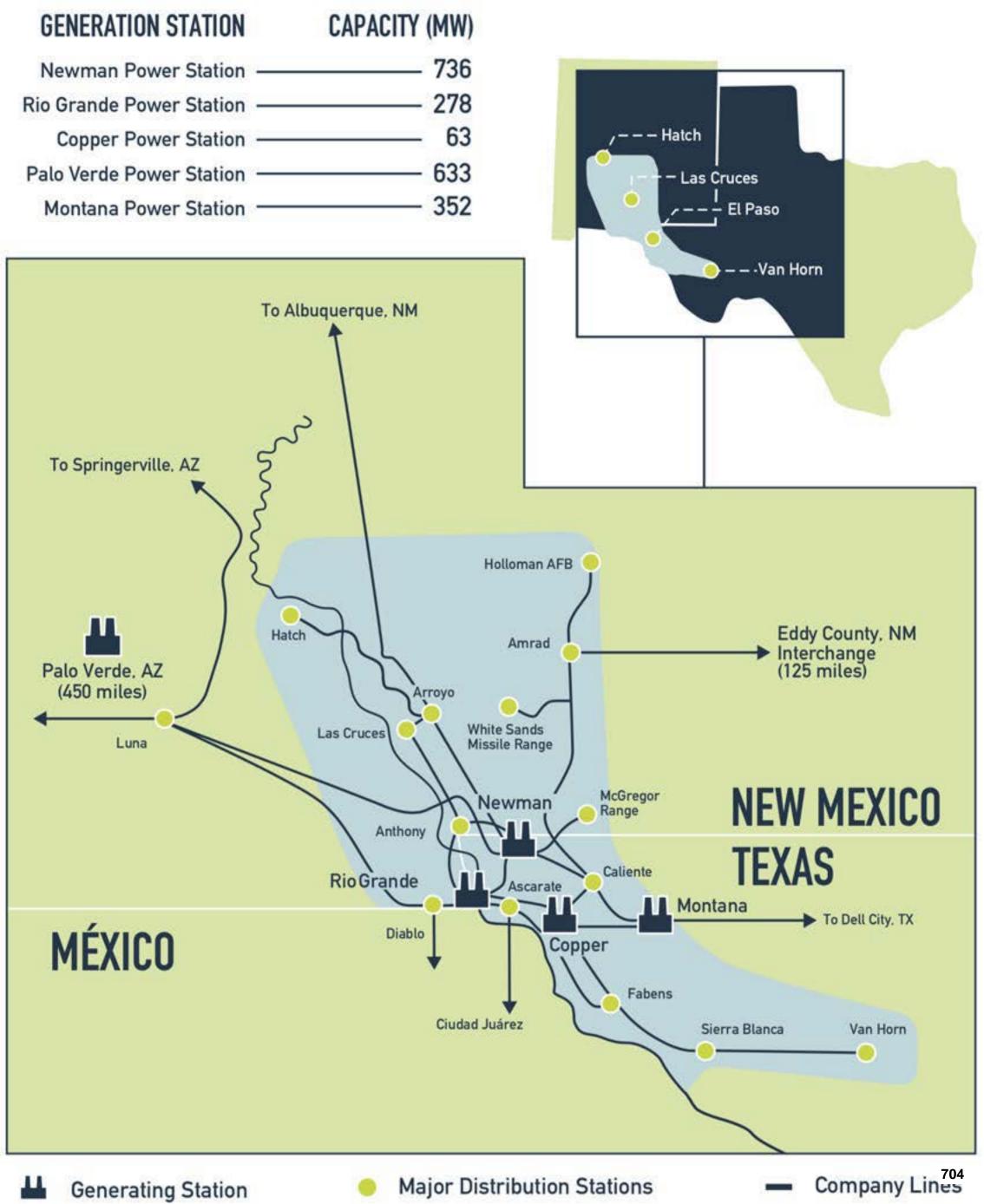
City Clerk

19-1008-126.001/PL#961146v.3/Amending Ordinance Granting Franchise/JF/KLHK USTIMUC

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<u>Exhibit B</u>

El Paso Electric Texas Service Area



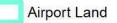
<u>Exhibit C</u>

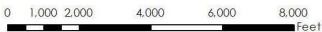
Target Areas



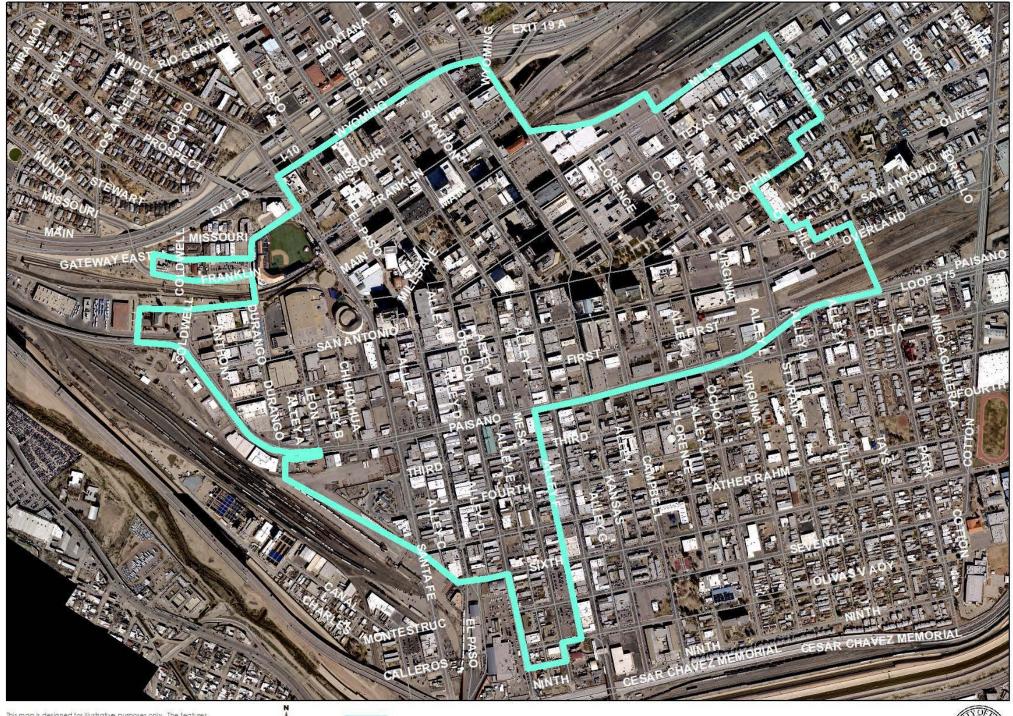
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.











This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Rianning Division makes no claim to its accuracy or completeness.

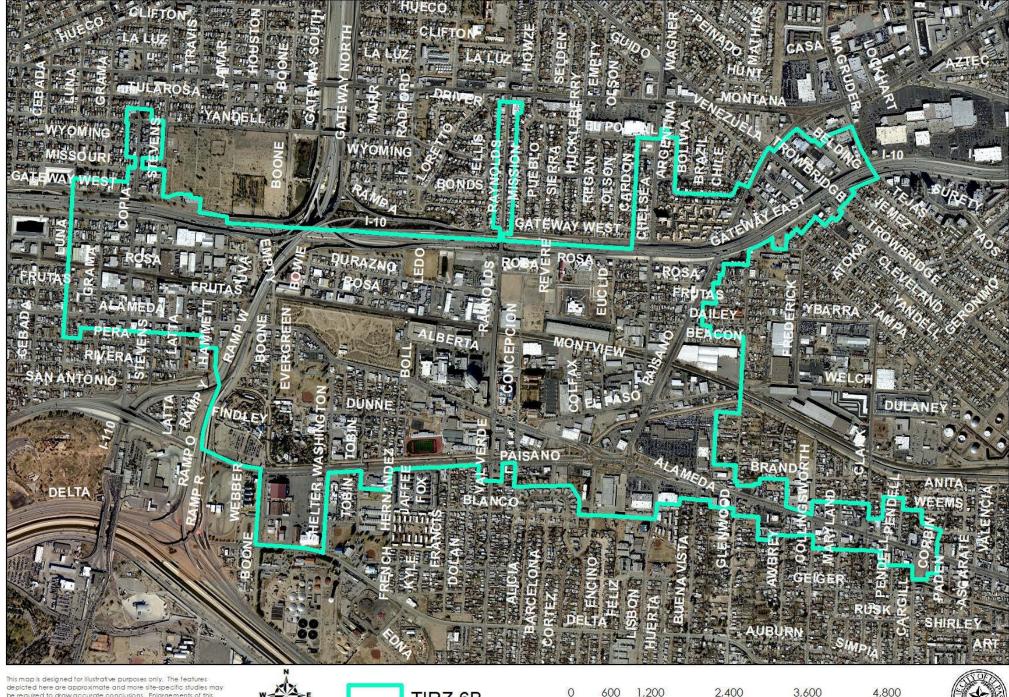
W KIX E

Downtown Plan Area





TIRZ #6B



depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



600 1,200 2,400 3,600

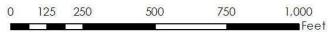


Feet



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.









Item 38

Texas Economic Development Program Policy and Guidelines

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





Overview

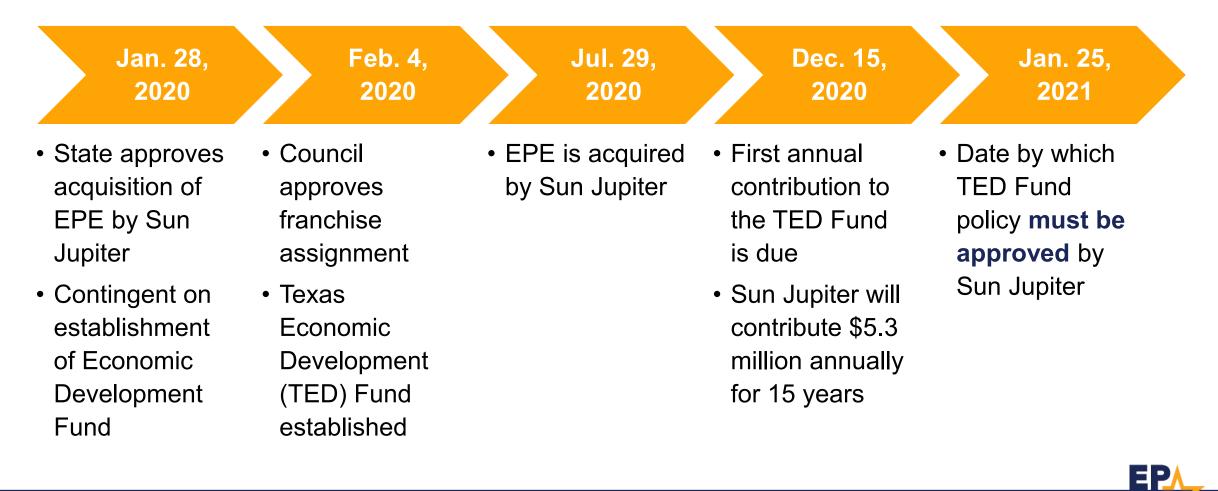
- Resolution Overview
- Background + Timeline
- Program Purpose + Alignment
- Project Eligibility
- Types + Amount of Assistance
- Application + Award Process
- Next Steps

Resolution Overview

- Adopting the Texas Economic Development Program Policy and Guidelines
- Policy governs use of the Texas Economic Development Fund (TED Fund);
 - An **\$80 million** fund established early last year;
 - To promote economic development in El Paso Electric's Texas service territory;
 - Funded by Sun Jupiter and administered by the City;
 - Commitment made during El Paso Electric (EPE) Sun Jupiter merger and acquisition negotiations.



Background + Timeline



Texas Economic Development Program

\$80M FOR 15 YEARS

(\$5.3M PER YEAR)

In addition to:

• **\$230M** to promote economic development between 2020 and 2060

\$7.5M for General Fund between 2020
 and 2029

- RECRUIT MORE COMPANIES
- INCREASE COMMERCIAL TAX BASE
- STRONG CITY ECONOMY
- MORE JOBS FOR COMMUNITY
- HIGHER WAGES
- BENEFITS TO SCHOOLS, EPCC, COUNTY & HOSPITALS

STRONG CITY ECONOMY = STRONG UTILITY DEMAND





Texas Economic Development Program

- **To promote economic development** in EPE's Texas service territory
- To provide assistance to companies committed to positively impacting our region through the creation of net-new jobs and new capital investment
- A tool to improve our **regional competitiveness**

Strategic Plan Alignment

Strategic Plan – Vibrant Regional Economy

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

25 by 2025 Visionary Initiatives

Activate targeted (re) development

Tools to Succeed

Chapter 380 Incentive Policy, Impact Fund, Tax Increment Reinvestment Zones, **TED Fund**









Project Eligibility ⁹

Needs Based Eligibility

- Financial gaps
- Competitive situation
- Project would not occur or be substantially altered "but for" program participation

Geographic Eligibility

- Located within EPE's Texas Service Area
- Target Areas aligning with 25 by 2025 will be given special consideration



Target Areas

Airport Development











Downtown

Cohen Redevelopment

Project Eligibility

Investment Eligibility

1. Target Area Projects

50 net-new jobs + \$5 million investment

2. Non-Target Area Projects

100 net-new jobs + \$10 million investment

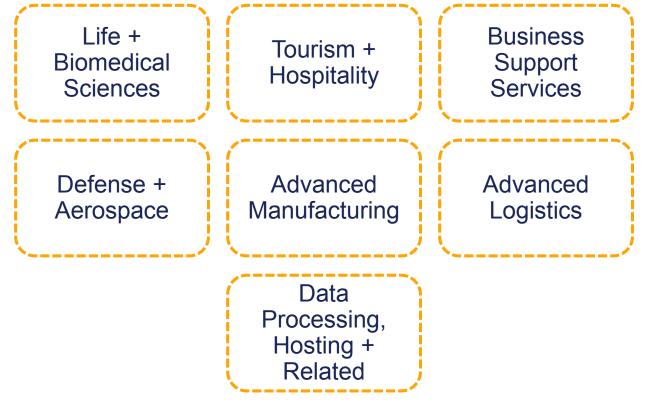
3. Non-Conforming Projects

Projects not meeting above criteria but significantly advance the public purpose of economic development within EPE's Texas Service Area

Project Eligibility

Target Industry Projects

- Projects supporting the advancement of these 7 industry sectors are given special consideration
- Includes those projects that develop the local supply chain associated with these industry sectors
- Aligns with Chapter 380 policy and Regional Economic Development Strategy





Project Eligibility

6

5

Other Resources Required

Projects must leverage proceeds from TED Fund with other **non-City resources** Projects must demonstrate **net positive impact** to EPE's Texas Service Area

Economic Benefit

 Demonstrated through an economic impact analysis

Financial Stability

 Applicant must demonstrate
 financial stability
 + capacity to
 complete the
 project



- No incidental benefit
- No anticorruption/bribery convictions
- Compliance with all local, state and federal laws



Assistance Categories

Infrastructure Development

- Assistance associated with public infrastructure projects benefitting company(ies) committed to creating netnew jobs and/or new capital investment in the Texas Service Area.
- Examples of such projects include: rail, public roadway, port, airport, water, sewer, gas + telecom improvements.*

Quality Jobs + Investment

- Assistance to offset the costs companies incur when expanding or locating in the Texas Service Area.
- Examples of such costs include: job training assistance, building retrofitting, real property acquisition, relocation of equipment.*

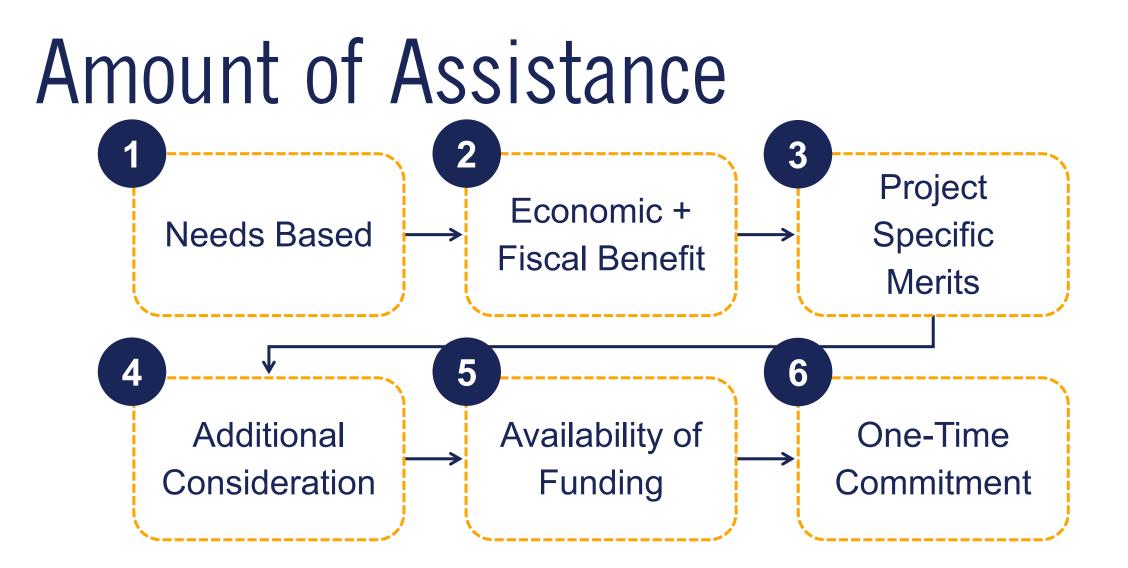




Assistance Categories

 Infrastructure Development Assistance Grant or loan to the local governing body or other If within the City limits, grant or loan direct 	
	nce
 political subdivision of the state in which the project is located If outside of the City limits, grant or loan made to the local governing body or other subdivision of the state in which the project located 	ay be political
 Must demonstrate infrastructure improvements are necessary for the location or expansion of company(ies) that meet program eligibility criteria Company location or expansion must meet eligibility criteria 	t program
 If outside of City limits, 1:1 local matching funds shall be required from political subdivision(s) where project is located May not be applied to private land or land expected to become privately owned If outside of City limits, 1:1 local matching is shall be required from political subdivision(s) where 	
May not be applied to private land or land expected to become privately owned	







Type of Assistance

Grant Funding

- Disbursed based on negotiated terms
- Performance-based
- Payments released following successful achievement of negotiated investment and/or job creation milestones

Loan Funding

- Interest rate based on City's average rate of return or separately negotiated rate
- Performance-based
- Payments released following successful achievement of negotiated investment and/or job creation milestones
- All repayments and interest will be deposited back into the TED Fund



Application + Award Process

Application

Review

Award

Annual Report

- Applications made through Economic Development
 Department (EDD)
- Complete applications reviewed by EDD within 6 months of receipt
- Assessed based on program eligibility criteria
- EDD presents to City Council only those projects that meet program eligibility criteria
- City Council has final authority to approve or deny the project for funding
- EDD shall make annual reports to Sun Jupiter + EPE regarding program activities and uses of the TED Fund during the prior year



Next Steps

- Consider a resolution adopting the Texas Economic
 Development Program Policy and Guidelines
- If policy is adopted by City Council, City may begin using TED Fund to promote economic development within the Texas Service Area in accordance with the policy





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

File #: 21-77, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 8

Economic and International Development, Jessica Herrera, (915) 212-1624

PUBLIC HEARING DATE: 1/19/2021

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

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 that the City Manager is authorized to sign an Infill 380 Economic Development Program Agreement in a form substantially similar to the attached document by and between CITY OF EL PASO, TEXAS and GREAT RIVER COMMERCIAL, LLC. and EPPX MANAGEMENT PROPERTY, LLC. in support of the redevelopment of the property located at 1101-1125 TEXAS AVENUE, EL PASO, TEXAS 79901.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

GREAT RIVER COMMERCIAL, LLC. and EPPX MANAGEMENT PROPERTY, LLC applied and qualified for a 10-year Infill redevelopment incentive grant. The Applicant is proposing to completely rehabilitate a four-story building located at 1001-1125 Texas Avenue, on the eastern edge of downtown El Paso. The company will invest a minimum of \$3,000,000 to activate an office condo within the currently vacant and blighted property. Upon satisfying all contract metrics, the Applicant will receive the following incentive:

• Property Tax Rebate (City's Portion): The City's portion of ad valorem incremental property taxes. 10-year grant period. Capped at \$106,589

• Construction Materials Sales Tax Rebate- A one-time rebate of the City's Portion (1%) of Sales Taxes levied on project-related construction materials. Capped at \$15,000

• Building and Planning Permit Fee Rebate: A one-time rebate of project-related Building & Planning permit fees. Capped at \$10,000

The total proposed incentive is not to exceed \$131,589.

File #: 21-77, Version: 1

PRIOR COUNCIL ACTION:

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

Yes. The original Chapter 380 agreement was formally terminated by City Council action on January 5, 2021 to allow for the activation of this new Chapter 380 agreement which will increase the development's density and required private investment.

AMOUNT AND SOURCE OF FUNDING:

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

General Fund

Department Head: Jessica Herrera If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Economic and International Development
AGENDA DATE:	CCA January 19, 2021
CONTACT PERSON/PHONE:	Jessica L. Herrera-Director, 212-1624
DISTRICT(S) AFFECTED:	8

SUBJECT:

That the City Manager is authorized to sign an Infill 380 Economic Development Program Agreement in a form substantially similar to the attached document by and between CITY OF EL PASO, TEXAS and GREAT RIVER COMMERCIAL, LLC. and EPPX MANAGEMENT PROPERTY, LLC. in support of the redevelopment of the property located at 1101-1125 TEXAS AVENUE, EL PASO, TEXAS 79901. [Economic and International Development, Jessica L. Herrera, Director, (915) 212-1624]

BACKGROUND/DISCUSSION:

GREAT RIVER COMMERCIAL, LLC. and EPPX MANAGEMENT PROPERTY, LLC applied and qualified for a 10-year Infill redevelopment incentive grant. The Applicant is proposing to completely rehabilitate a four-story building located at 1001-1125 Texas Avenue, on the eastern edge of downtown El Paso. The company will invest a minimum of \$3,000,000 to activate an office condo within the currently vacant and blighted property. Upon satisfying all contract metrics, the Applicant will receive the following incentive:

- Property Tax Rebate (City's Portion): The City's portion of ad valorem incremental property taxes. 10-year grant period. Capped at \$106,589
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- Building and Planning Permit Fee Rebate: A one-time rebate of project-related Building & Planning permit fees. Capped at \$10,000

The total proposed incentive is not to exceed \$131,589.

PRIOR COUNCIL ACTION:

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

Yes. The original Chapter 380 agreement was formally terminated by City Council action on January 5, 2021 to allow for the activation of this new Chapter 380 agreement which will increase the development's density and required private investment.

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? General Fund

BOARD/COMMISSION ACTION:

N/A

Eduardo Garcia Digitally signed by Eduardo Garcia Date: 2021.01 11 09:49:16 -07:00'

DEPARTMENT HEAD:

RESOLUTION

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

That the City Manager is authorized to sign an Infill 380 Economic Development Program Agreement in a form substantially similar to the attached document by and between **CITY OF EL PASO**, **TEXAS** and **GREAT RIVER COMMERCIAL**, **LLC.** and **EPPX PROPERTY MANAGEMENT**, **LLC.** in support of the redevelopment of the property located at 1101-1125 **TEXAS AVENUE**, **EL PASO**, **TEXAS 79901**.

APPROVED this _____ day of _____, 2021.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Roberta Brito Assistant City Attorney

APPROVED AS TO CONTENT:

essica Herrera

Jessica Herrera, Director Economic & International Development

STATE OF TEXAS)CHAPTER 380 ECONOMIC DEVELOPMENT))PROGRAM AGREEMENTCOUNTY OF EL PASO)(Infill Development)

This Chapter 380 Economic Development Program Agreement ("Agreement") is made on day of ______, 20____ ("Effective Date") between the City of El Paso, Texas, a Texas home rule municipal corporation, (the "City"), and Great River Commercial LLC. and EPPX Property Management, LLC. (collectively, the "Applicant"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

RECITALS

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

WHEREAS, on May 30, 2017 the El Paso City Council adopted an Infill Development Incentive Policy (the "Infill Policy") to promote infill development by providing economic incentives for eligible projects meeting Infill Policy criteria; and

WHEREAS, the Applicant's real property, located at 1101-1125 Texas Avenue 79901, is within the Policy's designated incentive area and the Applicant's proposed development meets the Policy's eligibility requirements; and

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

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

The parties agree as follows:

SECTION 1. DEFINITIONS.

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

- A. "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. "Base Year Value" means valuation of the real and personal property by the El Paso Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is \$978,753.

Page 1 of 16

- C. "Construction Materials Sales Tax Rebate" means a one-time 100% rebate of the City's 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed \$15,000.
- D. "Development" means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: single-family homes for attainable rental housing, office, retail, restaurant, multifamily residential facilities, commercial and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in Exhibit B, which is attached and incorporated for all purposes.
- E. "Development Fee Rebate" means a one-time 100% rebate of certain development fees based on the fee schedule attached as Exhibit A to Ordinance 018581. The Development Fee Rebate shall not exceed \$10,000.00 and will be rebated upon the Applicant's provision of the Grant Submittal Package demonstrating that the total construction cost for the Development is greater than the Base Year Value.
- F. "Effective Date" means the date the El Paso City Council approves the Agreement.
- G. "Grant" means each rebate payment made by the City to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the City will provide in Grants shall not exceed \$131,589. This aggregate amount reflects the sum total of all applicable rebates.
- H. "Grant Submittal Package" means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as Exhibit C to this Agreement.
- I. "Minimum Appraisal Value" means the valuation of the Real Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is \$2,478,753. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- J. "Minimum Investment" means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment to qualify for the Grant is \$3,000,000.
- K. "**Property Tax Rebate**" means a rebate, according to the Incremental Property Tax Rebate Table found in Exhibit D of this Agreement, of the City's portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Property Tax Rebate amount shall not exceed **\$106,589**.

- L. "Qualified Expenditures" means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- M. "Real Property" means the real property owned by Applicant located at 1101-1125 Texas Avenue, El Paso, Texas, and described on Exhibit A, which is attached and incorporated by reference. The Real Property is the location for Applicant's proposed Development.
- N. **"Vacant Building**" means a building that is 60% or more unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

SECTION 2. TERM AND GRANT PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) (13) years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing ("Term").
- B. Applicant's eligibility for Grant payments shall be limited to (10) consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. **DEVELOPMENT.**

(1) Applicant represents that the Development complies with, and adheres to, the provisions and requirements of the City's Infill Policy and is located within the eligible incentive areas identified within the Infill Policy.

(2) Applicant shall renovate or construct, at its sole cost and expense, the Development and shall expend a minimum of **Three Million Dollars** in Qualified Expenditures to construct the Development.

(3) Applicant shall obtain all building permits for the Project within (6) months after the Effective Date.

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

(a) The expenditure of a minimum of **Three Million Dollars** in Qualified Expenditures; and

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

(5) Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.

(6) Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.

(7) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

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

(9) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.

(10) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of \$2,478,753 or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a Minimum Appraisal Value of \$2,478,753 during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, not the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.

(11) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

B. **GRANT SUBMITTAL PACKAGE.**

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

(1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on January 5, 2024, or within 30

business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after **January 5**, 2024 of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.

- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed Fifteen **Thousand Dollars** in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Development Fee Rebate not to exceed **Ten Thousand Dollars** in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Property Tax Rebate not to exceed **One Hundred and Six Thousand Five Hundred and Eighty Nine Dollars** in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.
- B. False Statements. Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of

such representation or statement within 10 days after Applicant learns of its false or misleading nature.

- C. **Insolvency.** Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant.
- D. **Property Taxes.** If Applicant allows its personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.
- E. Notice and Opportunity to Cure. If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. Failure to Cure. If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 4 of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

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

SECTION 8. GENERAL PROVISIONS.

A. APPLICANT'S SALE OR TRANSFER OF THE DEVELOPMENT. Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in

writing of such sale or transfer 30 business days before the effective date of such sale or transfer.

- B. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- C. EMPLOYMENT OF UNDOCUMENTED WORKERS. During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- D. NO JOINT VENTURE. The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- E. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- F. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "business days" means Monday through Friday excluding City of El Paso holidays and "calendar days" means Monday through Sunday excluding City of El Paso holidays.
- G. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:

The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890

With a Copy to:

The City of El Paso Attn: Economic & International Development P. O. Box 1890 El Paso, Texas 79950-1890

To the Applicant:

GREAT RIVER COMMERCIAL LLC. Attn: Jonathan W. Rogers, III 701 Rim Road El Paso, TX 79902-2737

EPPX Property Management, LLC. Attn: Ronald Christopher Malooly, Jr. 2223 Montana Avenue El Paso, TX 79903

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

- H. CONFIDENTIALITY. The Applicant acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- I. GOVERNING LAW. This Agreement is governed by Texas law.
- J. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- K. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- L. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- M. GOVERNMENTAL FUNCTIONS. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- N. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

- O. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Applicant will allow the City to inspect and copy all records pertaining to the Development of this Agreement.
- P. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- Q. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and the Applicant, and the Applicant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- R. THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries for this Agreement.
- S. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- T. REPRESENTATIONS AND WARRANTIES. The Applicant warrants to the City that the Applicant has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- U. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

CITY OF EL PASO:

Tomás González City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Roberta Brito Assistant City Attorney

ssica Herrera

Jessica Herrera Director Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS § SCOUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of ____, 20___, by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

My Commission Expires:

Notary Public, State of Texas

[Signatures continue on the following page]

APPLICANT:
Great River Commercial, LLC

Bu-	ART
Dy	Jonathan W. Rogers, III
lts: _	Manajer

ACKNOWLEDGMENT

STATE OF	
COUNTY OF	
This instrument was acknowled	dged before me on the 15 day of December, 2020by
Jonathan W. Rogers, III, as	Manage of Great River Commercial, LLC.
Official Seal TERESA ALCALA Notary Public State of New Mexico My Comm. Expires	Notary Public, State of <u>New Mexico</u>
My Comm. Expires	Notary Public, State of NEW MEXIC

My Commission Expires:

Feb 04, 2023

[Signatures continue on the following page.]

APPLICANT: EPPX Property Management, LLC. By: Bonald Christopher Malooly, Jr. Manager Its:

ACKNOWLEDGMENT

STATE OF COUNTY OF

This instrument was acknowledged before me on the 15th day of December, 2020by

Ronald Christopher Malooly, Jr., as Manager of EPPX Property Management, LLC.

00 00 00



Notary Public, State of New Mexico

My Commission Expires:

Feb 04, 2023

EXHIBIT A

Legal Description of the Real Property

Lots 17 through 32, Block 14, FRANKLIN HEIGHTS ADDITION SECOND SUPPLEMENTAL MAP, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Volume 9, Page 63, Plat Records of El Paso County, Texas.

EXHIBIT B

Description of Development

Great River Commercial LLC. will rehabilitate a four-story building located at 1101-1125 Texas Avenue, on the eastern edge of downtown El Paso. The company will invest a minimum of \$3,000,000 to activate an office condo within the currently vacant and blighted property. The project will add a fifth floor to the building and will carry out substantial internal and external renovations while also upgrading the outdoor parking areas.

Rendering:



EXHIBIT C

Grant Submittal Package Form

_____(Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on ______(date). Pursuant to the Agreement, Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

- 1. Documentation (i.e. including; but not limited to, bank statements, copies of checks, receipts) evidencing proof of payment by Applicant of at least a minimum aggregate of in Qualified Expenditures associated with the Development, as those terms are defined in the Agreement.
- 2. Copies of all required permits and approvals obtained by Applicant or on Applicant's behalf for construction of improvements in the Development.
- Property Tax Payment Receipt(s) of payment for tax year _____.

It is understood by Applicant that the City of El Paso has up to 90 days to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of Applicant below, Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: _____

EXHIBIT D

Property Tax Rebate Table

Year	Rebate Percentage	
Year 1	100%	
Year 2	100%	
Year 3	100%	
Year 4	75%	
Year 5	75%	
Year 6	50%	
Year 7	50%	
Year 8	50%	
Year 9	50%	
Year 10	50%	

1101-1125 Texas Avenue 380 Infill Agreement

Economic & International Development

January 19, 2021



Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development. 1.1 Stabilize and expand El Paso's tax base

Project Summary

Applicant: Great River Commercial & EPPX Property Management LLC

Property Address: 1101-1125 Texas Ave. 79901

Real Improvement Costs: \$3,000,000

District: 8

- Complete internal and external rehabilitation of a four-story building located on the eastern edge of downtown El Paso.
- Will activate an office condo within the currently vacant and blighted property.
- Addition of a fifth floor to the building and carrying out full upgrades of the outdoor parking areas.
- Will increase the commercial density within the downtown plan area's footprint.



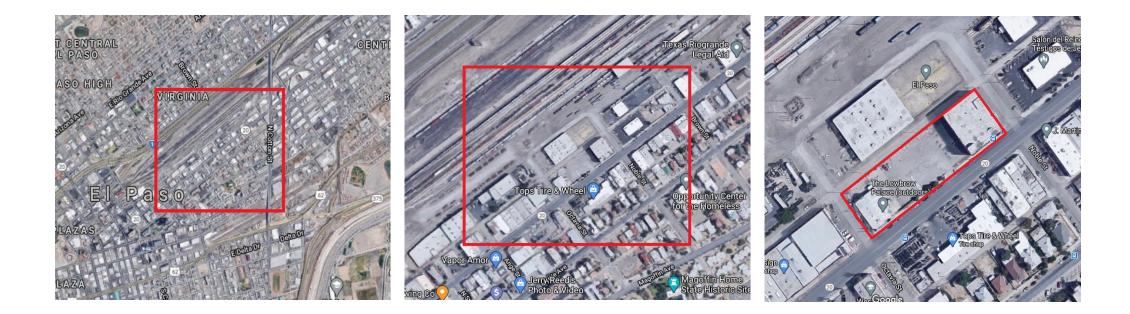








Site Location : 1101-1125 Texas Avenue 79901







Current Conditions : 1001-1125 Texas Avenue 79901



Facing Northwest

Facing Northeast

Facing North NW



Great River Commercial, LLC & EPPX Property Management LLC : Infill Chapter 380



Planned Rehabilitation : 1101-1125 Texas Avenue 79901



Facing Northwest

Facing Northeast



Great River Commercial, LLC & EPPX Property Management LLC : Infill Chapter 380



City Incentive Summary

Incremental Property Tax Rebate (*10 Years)	Construction Material Sales Tax Rebate	Permit Fee Rebate	
\$106,589	\$15,000	\$10,000	

(*10 Year Property Tax Rebate : (Years 1-3 (100%), 4-5 (75%), 6-10 (50%)))

\$131,589

Total Incentive Package



Great River Commercial, LLC & EPPX Property Management LLC : Infill Chapter 380



Community Tax Benefits

10-Year Property Tax Inflow (Net)

City of El Paso	El Paso County	EPISD	EPCC	UMC
\$49,429	\$84,087	\$226,701	\$24,050	\$46,041







That the City Manager be authorized to execute a Chapter 380 Infill Agreement by and between the City of El Paso and Great River Commercial LLC & EPPX Property Management LLC for the renovation of the property located at 1101-1125 Texas Avenue, 79901

Staff Recommends Approval











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

File #: 21-75, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Economic and International Development, Elizabeth Triggs, (915) 212-1619

PUBLIC HEARING DATE: 1/19/2021

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

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 on a Resolution that the City Council of the City of El Paso approves of the implementation of the Texas Gas Service Company ("TGS") Application to Implement Initial Rates for a Conservation Adjustment tariff; that the implementation occur on February 23, 2021; and the tariff will be filed once every 3 years on October 15th; and that two full time employees based in El Paso be hired by TGS to administer the program.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Approval of this resolution allows Texas Gas Service to establish an energy efficiency program for the benefit of residential and commercial customers in select cities in its West Texas Service Area, including the City of El Paso. Program offerings include, but are not limited to, residential, new construction and commercial customer rebates, in addition to a low-income free appliance replacement program.

PRIOR COUNCIL ACTION:

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

On October 15, 2020, TGS filed an Application to Implement Initial Rates for a Conservation Adjustment tariff ("Energy Efficiency Program") which would take effect on November 25, 2020. On November 23, 2020, the City Council suspended the proposed Energy Efficiency Program for 90 days after the effective day specified in the filing to allow TGS and the City to engage in discussion regarding program priorities and needs. Since that time and in line with City recommendations, TGS has amended its application to increase funding for the low-income free appliance replacement program, cap program administrative costs, and clarify filing requirements.

File #: 21-75, Version: 1

AMOUNT AND SOURCE OF FUNDING:

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

N/A

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Strategic Partnerships Officer
AGENDA DATE:	January 19, 2021
CONTACT PERSON:	Elizabeth Triggs, <u>TriggsEK@elpasotexas.gov</u>
DISTRICT(S) AFFECTED:	All Districts

SUBJECT:

A resolution that the City Council of the City of El Paso approves of the implementation of the Texas Gas Service Company ("TGS") Application to Implement Initial Rates for a Conservation Adjustment tariff; that the implementation occur on February 23, 2021; and the tariff will be filed once every 3 years on October 15th; and that two full time employees based in El Paso be hired by TGS to administer the program.

BACKGROUND / DISCUSSION:

Approval of this resolution allows Texas Gas Service to establish an energy efficiency program for the benefit of residential and commercial customers in select cities in its West Texas Service Area, including the City of El Paso. Program offerings include, but are not limited to, residential, new construction and commercial customer rebates, in addition to a low-income free appliance replacement program. For the three year period beginning in 2021 and ending in 2023, residential customers in participating cities will be charged a fixed monthly conservation rate of \$0.7203, while commercial customers will be charged a fixed monthly conservation rate of \$0.0071 per Ccf.

PRIOR COUNCIL ACTION:

On October 15, 2020, TGS filed an Application to Implement Initial Rates for a Conservation Adjustment tariff ("Energy Efficiency Program") which would take effect on November 25, 2020. On November 23, 2020, the City Council suspended the proposed Energy Efficiency Program for 90 days after the effective day specified in the filing to allow TGS and the City to engage in discussion regarding program priorities and needs. Since that time and in line with City recommendations, TGS has amended its application to increase funding for the low-income free appliance replacement program, cap program administrative costs, and clarify filing requirements.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Elizabeth Triggs, Strategic Partnerships Officer

RESOLUTION

WHEREAS, on October 15, 2020, the Texas Gas Service Company ("TGS") filed an Application to Implement Initial Rates for a Conservation Adjustment tariff ("Energy Efficiency Program") which would take effect on November 25, 2020; and

WHEREAS, during the November 23, 2020 Council Meeting for the City of El Paso ("City"), Texas, the City suspended the proposed Energy Efficiency Program for 90 days after the effective day specified in the filing; and

WHEREAS, the City and TGS desire to enter into a revised Energy Efficiency Program.

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

That the City Council of the City of El Paso approves of the implementation of the Texas Gas Service Company ("TGS") Application to Implement Initial Rates for a Conservation Adjustment tariff; that the implementation occur on February 23, 2021; the tariff will be filed once every 3 years on October 15th; and that two full time employees based in El Paso be hired by TGS to administer the program.

APPROVED this ______ day of ______, 2021.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

20-1008-158 | 1050069 Texas Gas Services Energy Efficiency Program JSG **APPROVED AS TO CONTENT:**

Elizabeth Triggs Strategic Partnerships Officer

CONSERVATION ADJUSTMENT CLAUSE

DESCRIPTION

The Conservation Adjustment Clause ("CAC") recovers the costs associated with the Conservation and Energy Efficiency Program ("Program") offered by Texas Gas Service Company, a Division of ONE Gas, Inc., ("Company"), which offers assistance to residential and commercial customers to encourage efficient use of energy, reduce net energy consumption and lower energy utility bills.

APPLICABILITY

This rate schedule is applicable to the residential and commercial rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc., that apply to incorporated areas of Anthony, Clint, El Paso, Horizon City, San Elizario, Socorro and Vinton, Texas. For the City of El Paso, this tariff will be effective beginning with the first billing cycle following the implementation date of February 23, 2021.

DEFINED TERMS

The following definitions are for use specifically in this rider:

- 1. <u>CAC Charge:</u> The charge on residential and commercial customers' monthly utility bills, the proceeds from which are used to fund the Conservation and Energy Efficiency Program;
- <u>Regulatory Body</u>: Incorporated cities of Anthony, Clint, El Paso, Horizon City, San Elizario, Socorro and Vinton, Texas, including any department or office within these cities with delegated authority to review and approve the Conservation and Energy Efficiency Program budget and CAC Charge;
- 3. <u>Residential Customers:</u> All incorporated residential gas sales customers inside of select incorporated cities of Anthony, Clint, El Paso, Horizon City, San Elizario, Socorro and Vinton, Texas; and
- 4. <u>Commercial Customers:</u> All incorporated commercial and commercial A/C gas sales and transportation customers inside of select incorporated cities of Anthony, Clint, El Paso, Horizon City, San Elizario, Socorro and Vinton, Texas.

TERMS AND CONDITIONS

- 1. The CAC Charge outlined in this tariff shall be updated every 3 years in conjunction with the filing of the CAC budget covering a 3-year period.
- 2. The programs offered under the CAC shall include, but are not limited to, residential, new construction and commercial customer rebates, and a low-income free appliance replacement program.
- 3. A minimum of 72 percent of total annual program costs shall be for direct costs including but not limited to, direct installation programs, residential retrofits, low-income free equipment and rebates on high-efficiency natural gas appliances. For the purposes of this program, direct costs shall not

include education and administrative costs. Low-income eligibility thresholds to be determined by participating referring agencies.

- 4. The remaining program costs shall be spent on common education and administrative costs. Common education costs shall include but are not limited to, bill inserts, digital marketing, community sponsorships and campaign development. Common administrative costs shall include but are not limited to, labor for program management, rebate processing, customer service and program operations, labor attends, vehicle allocation and energy measurement and verification. Administrative costs shall not exceed 14 percent of the total CAC program costs.
- 5. Common education and administrative costs will be allocated to each customer class based on the proportion of associated direct costs.
- 6. Actual expenditures on direct program costs may vary from the budgeted amounts among approved programs of the same customer class.
- 7. The overall portfolio of program offerings will be designed to be impactful and cost-effective based on Texas Gas Service's knowledge of its customer base and experience administering various energy efficiency program initiatives
- 8. The Company will provide the Regulatory Body the proposed program selection, budget, and CAC Charge no later than 60 days prior to a budget filing. The Regulatory Body shall review the program selection, budget, and CAC Charge and provide its feedback on program growth, potential changes in the CAC Charge and the program parameters for the next three-year period.
- 9. Proposed revisions or additions to program offerings within a 3-year period will be provided in writing to the Regulatory Body.
- 10. A proposed budget shall be deemed approved if all above terms and conditions are met.

ADJUSTMENT OF CAC CHARGE

The CAC Charge for a given 3-year period will be separately calculated for each individual customer class according to the following table and shall be included on the customer's monthly utility bill. The initial charge, to begin with the first billing cycle following the implementation date of February 23, 2021, will be implemented in conjunction with the budget for the years 2021-2023.

Residential Customers	Commercial Customers
CAC Fixed Charge = $\underline{BCD + BA}$	CAC Volumetric Charge = $\underline{BCD + BA}$
NB	NV

Texas Gas Service Company, a Division of ONE Gas, Inc. West Texas Service Area (Select cities)

Rate Schedule CAC Page 3 of 3

BCD = Budgeted Conservation Dollars. The BCD shall include all expected costs attributable to the Company's Conservation and Energy Efficiency Program for the 12-month period ending December 31 of each year, including but not limited to, rebates paid, material costs, cost of educational and consumer awareness materials related to energy conservation/efficiency, planning, development, implementation, evaluation and administration of the CAC program.

BA = Balance Adjustment. The BA shall compute the differences between Rider CAC collections by class and expenditures by class for the 36-month period ending the prior (date) and collect the over/under recovery during the subsequent 36-month period beginning (date) of the following year.

NB = Actual bills from the prior calendar year, normalized for growth/attrition

NV = Actual volumes from the prior calendar year normalized for weather and growth/attrition, listed in Ccf

REPORTING

Program selection and the annual budget will be determined for a 3-year period.

The following documents will be filed with the Regulatory Body:

- 1. Rate Schedule 1C indicating the new CAC Charge for each of the affected rate classes, to be filed within 20 days of implementation; and
- 2. An annual report of the prior calendar year collections and disbursements, to be filed within 120 days following the prior calendar year end. The annual report will also be made available on the Company's website. The annual filing shall include the BCD, twelve-month BA, data on the total cost of the Conservation and Energy Efficiency Program, and reporting of program administrative and education costs; and
- 3. A calendar year budget will be provided to the Regulatory Body by the Company on or before October 15 of the year prior to start of the following 3-year period. If no action is taken by the Regulatory Body by November 30, the budget and resulting CAC charge will be deemed approved for the next 3-year period.

REGULATORY EXPENSES

The cost of any regulatory expenses incurred will be covered through the subsequent CAC Charge and are not subject to the approved budget.

CONSERVATION ADJUSTMENT CLAUSE RATE

A. <u>APPLICABILITY</u>

The Conservation Adjustment Clause ("CAC") rate, calculated pursuant to Rate Schedule CAC, shall apply to the following rate schedules listed below for incorporated areas of Anthony, Clint, El Paso, Horizon City, San Elizario, Socorro and Vinton, Texas.

B. CURRENT CAC RATE

Rate <u>Schedule</u>	Customer Class	*Monthly Conservation <u>Rate</u>
10	Residential Service	\$0.7203 fixed customer charge
20	Commercial Service	\$ 0.0071 per Ccf
21	Commercial Air Conditioning Service	\$ 0.0071 per Ccf
T-1	Commercial Transportation Service	\$ 0.0071 per Ccf

*The Conservation Rate will change every three years, starting with meters read on and after November 25, 2020, pursuant to Rate Schedule CAC.

Program Offerings: Please see the attached "2021-2023 WTSA EE Budget" spreadsheet for a breakdown of total program costs, program offerings and associated rebates/incentives and preliminary rebate count/rebate dollars disbursed estimates. Financial eligibility for those wishing to participate in the low-income program is determined by the local community agencies that we partner with for income verification and customer referrals. Typically, referral agencies consider people as low-income who are at or below 80% of the local median family income or 150% of the federal poverty guidelines. Low income/Free-Equipment budget utilization is dependent upon quantity and nature of referrals. The first 3 years of the program can serve to establish a baseline of participation upon which subsequent budget filings can be based. Rebates and incentives are distributed on a first-come first-served basis.

Program Education: The budget for Program Education will fund all customer outreach efforts designed to raise awareness of available Energy Efficiency Program offerings and educate customers on behavioral energy-efficient best practices. Education tactics include a variety of earned, paid and owned media, community engagement, direct customer outreach and reporting. Please see table below for a detailed breakout of typical education expenses.

Expense Type	Description
Program Management	Education and outreach concept development, strategy, planning, support, project management. graphic design, translation, editing, printing and delivery of applications, forms, web content, handouts, in-store signage, promotional materials, etc.
Paid Media	Direct costs for Google Ad Words, sponsored social media, digital, and print ad placement.
Regular Labor	Pro-rated labor for Texas Gas Service Education Specialist.
Sponsorships	Industry and community sponsorships (Home Builders Association, Greater El Paso Association of Realtors, El Paso Chapter of the Texas Restaurant Association etc.)
Annual Report	Design, creation, and printing of Annual Report.
Bill Inserts	Promotional and educational periodic bill inserts.
Paid Media Coordination	Indirect costs for paid media planning, negotiation, and optimization.
E-blasts	Texas Gas Service coordinated email marketing.
Giveaways	Texas Gas Service Energy Efficiency Program branded swag (pens, fans, reusable bags, hand sanitizer, coloring books, etc.).
Digital advertising	Texas Gas Service coordinated digital advertising.
Sponsored Social Media	Texas Gas Service coordinated Facebook boosted posts.
Community Events	Farmers' markets, festivals, etc.
Miscellaneous	Lunch & Learns, print ads, freight, etc.

TEXAS GAS SERVICE ENERGY EFFICIENCY PROGRAM-INITIAL TARIFF FILING MEMORANDUM

Program Administration: 14% of the proposed budget provides for the staffing and staffing-related expenses, supplies and energy measurement and verification (EM&V) analysis necessary to administer and evaluate the program. Please see table below for details regarding line items/activities covered within this budget.

Expense Indicator	Budget	Description
Regular Labor	\$168,000	Salary for 2 full-time Energy Efficiency Program employees based in El Paso and pro-rated labor for program management, customer service, rebate processing.
Labor Attends	67,000	Labor attends related to regular labor (40%)
Hourly Labor	30,000	Hourly labor for rebate processing
Consultants	30,000	Consultant fees for EM&V
System Enhancements	12,000	Upgrades to IT system functionality
Auto Loading	8,200	Vehicle allocation, maintenance, insurance, registration, etc.
Travel	4,000	Airfare, hotels, rental cars, parking, fuel
Registration Fees	2,000	Conference registration fees for ENERGY STAR, SGA Marketing, etc.
Training	900	Allowance for employee development
Meals	900	Meals related to travel and lunch and learns
Miscellaneous	2,000	Office supplies, software licenses, etc.
Total	\$325,000	

Energy Efficiency Program Administrative Budget

Program Success Metrics: Projected participation in the first year is derived from actual participation in existing programs in other areas of Texas coupled with estimates based upon variations in demographics specific to the cities included. The first year will provide a baseline, useful for identifying opportunities for modifying education and outreach efforts, mapping customer participation trends and maximizing program strengths. Key performance indicators include number of rebates distributed, total dollars distributed, number of unique participants, annual and lifetime energy savings, water savings and emissions reductions, low-income free equipment appliance replacements and other non-energy benefits.

Budget Filing: The program budget and CAC tariff will be filed with the included cities once every 3 years on October 15th. Cities will have 45 days to take action (approve, deny, suspend) or take no action, allowing the budget to go into effect by operation of law on the effective date of November 30th. Per the tariff, a draft of the proposed budget will be provided to the regulatory bodies for review and discussion 60 days in advance of the filing date of October 15th.

Budget Management: The program proposal allows for a set annual budget for the initial 36-month program term. Funds not used by the end of each year will stay within the program rolling over to the subsequent year for use by customers. At the close of year 3, any under or over collections from customers will constitute the Balance Adjustment (BA) used to calculate the CAC rate adjustment for the next 36-month period. The BA shall compute the differences between Rider CAC collections by class and expenditures by class for the 36-month period ending the prior (date) and collect the over recovery during the subsequent 36-month period beginning (date) of the following year.

<u>Regulatory Expenses:</u> The program budget is tied to administrative, education and direct program costs and regulatory expenses such as public notice are only incurred with regulatory filings or other regulatory action. An advantage to a 3-year budget filing cycle is that it minimizes regulatory costs attributed to the program.

Implementation: Texas Gas Service is proposing an implementation date of February 23, 2021 to provide a date certain by which the program would be implemented, which allows for a coordinated program launch in all applicable cities.

2021-2023 West Texas Annual Energy Efficiency Program Budget

		2021-2023 Pro	posed
Program	Rebate Amount	Rebate Count	Budget
mercial - Gas Sales & Standard Transportation			
ommercial Rebates			
	14% (.8286 EF) or 20%		
	(>.87 EF) of water heater		
Water Heating System	system >75,000 BTUs	4	1
Tankless or Super High-Efficiency Natural Gas Water Heat	· · · · · · · · · · · · · · · · · · ·		
.82 UEF	\$600	10	6
Solar Water Heater with Natural Gas Backup	20% of installed cost	1	1
Natural Gas Dryer with Moisture Sensor Program	\$225	7	1
Food Service Equipment Programs: EnergyStar griddles, fi	yers,		
convection ovens and steam cookers	\$400	11	4
Converted Natural Gas Vehicle	\$3,000	1	3
Commercial Refueling Station	\$2,000	1	2
otal Commercial Rebates		\$	20
Pirect Install Programs (Measures)			
Weather Stripping	\$8/ft.	18,297	146
Low-Flow Handheld Showerhead	\$21	345	7
Low-Flow Fixed Showerhead	\$13	255	3
Low-Flow Faucet Aerator	\$13	2,000	26
Pre-Rinse Spray Valve	\$140	9	1
Dryer Smart	\$1,200	4	4
Steam Trap Replacement	\$400	40	16
Custom		-	
tal Direct Install Programs (Measures)		\$	205

		2021 2022	Dropocod	
Program	Rebate Amount	Rebate Count	Proposed Budget	
Residential				
Residential New Construction				
Water Heating Programs				
Tankless or Super High-Efficiency Natural Gas Water Hea				
.81 UEF or ≥ .82 TEF	\$400	125	\$	50,000
Solar Water Heater with Natural Gas Backup	\$750	50	\$	37,500
Range Programs				
Freestanding Combined Natural Gas Cooktop and Natura	al Gas			
Oven	\$100	50	\$	5,000
Installation of New Natural Gas Range Stub	\$100	30	\$	3,000
Heating Programs				
Natural Gas Furnace: 92% AFUE or higher	\$675	50	\$	33,750
Natural Gas Dryer Programs				
Natural Gas Dryer with Moisture Sensor	\$225	125	\$	28,125
Natural Gas Dryer Stub	\$300	75	\$	22,500
Total New Construction Rebates & Incentives		505	\$	179,875
Residential Rebates & Incentives				
Water Heating Programs				
Tankless or Super High-Efficiency Natural Gas Water Hea	ater:≥			
.81 UEF or ≥ .82 TEF	\$650 Retrofit	160	\$	104,000
Solar Water Heater with Natural Gas Backup	\$750	75	\$	56,250
Heating Programs				
Annual Natural Gas Furnace Tune-Up	\$40	80	\$	4,800
Natural Gas Furnace: 92% AFUE or higher	\$675	160	\$	108,000
Range Programs				
Natural Gas Range	\$100	80	\$	8,000
Installation of New Natural Gas Range Stub	\$100	55	\$	5,500
Natural Gas Dryer Programs	·			,

		2021-2023	Propos	ed
Program	Rebate Amount	Rebate Count		Budget
Bonus Dryer Voucher	\$100	40	\$	4,000
Natural Gas Dryer with Moisture Sensor	\$225	180	\$	40,500
Natural Gas Dryer Stub	\$300	100	\$	30,000
Home Improvement Programs				
Wi-Fi Thermostat	\$25	30	\$	750
Mail Out Kits: 2 showerheads, 3 faucet aerators	\$16.52	1,750	\$	28,910
Total Residential Retrofit Rebates & Incentives		2,710	\$	750,460
Low-Income Free Equipment: Range, Water Heater, Furnace	e,			
Dryer, Code Compliance			\$	650,000
Total Residential			\$	1,400,460
Education Expenses			\$	325,000
Administrative Expenses			\$	325,000
Grand Total			\$	2,275,460



Item 40 West Texas Energy Efficiency Program Texas Gas Service

Goal 8: Nurture and Promote a Healthy, Sustainable Community





West Texas Energy Efficiency Program Proposal

Jasmine King-Bush, Energy Efficiency Program Supervisor Liz O'Hara, Community Relations Manager

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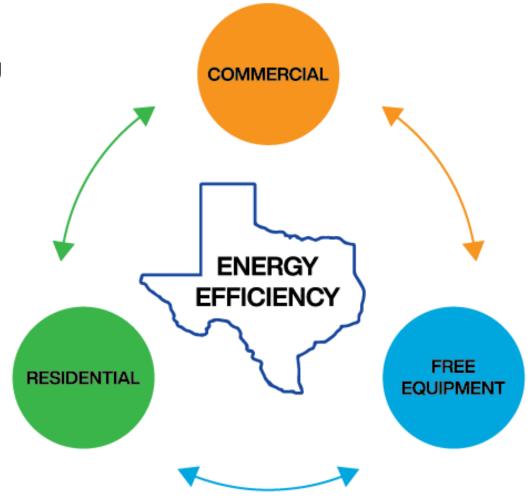
Proposed Program Offering

Texas Gas Service has had an energy efficiency program serving 230,000+ customers in the Central Texas Service Area for over 20 years.

Throughout this time, we have provided education about smart and efficient use of natural gas while incentivizing customers to join the effort to conserve energy resources.

The Rio Grande Valley program is currently in its 4th year and we have received a very positive response from the customers, builders and community groups which we serve. We are on track to exhaust the program budget by the close of the year.

This proposal is a result of conversations held with members of city leadership and demonstrates our desire to partner together to decrease energy usage and improve sustainability in El Paso.

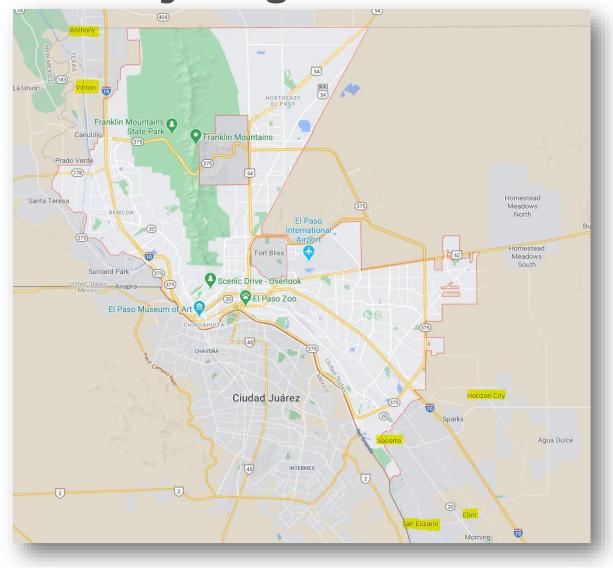




Proposed Program Offering

We would like to offer the program in the following cities as cited in the filing packet:

- Anthony
- Clint
- El Paso
- Horizon City
- San Elizario
- Socorro
- Vinton





Residential Program Rebates

- Residential Retrofit and New Construction
 - Dryer Programs stubs and qualifying appliances
 - Heating Programs furnace tune-ups and qualifying appliances
 - Range Programs purchase and/or installation of qualifying cooktops and ovens
 - WiFi Thermostat install qualifying smart thermostat
 - Water Heating Programs qualifying HE and tankless natural gas water heaters



Residential Water Conservation Kits

- WaterSense conservation kits include two-bathroom faucet aerators, a kitchen swivel faucet aerator and one low-flow showerhead
- Available at no cost upon request to all Texas Gas Service customers regardless of occupancy status (renters or homeowners) in the included cities, while supplies last
- Installation and use of water conservation kits provide both a water and natural gas energy savings
 - Households that use low-flow showerheads can see a savings of up to **2,900 gallons** of water per year
 - Bathroom sinks that have aerators installed can provide a savings of up to 700 gallons of water per year





Low-Income Free Equipment Program

- Local contractor partners replace or repair old, inefficient, broken or unsafe natural gas equipment
- Facilitated through partnerships with local referral agencies and advocacy programs
- Qualifying low-income, mobility-challenged and elderly customers are eligible





Commercial Program

- Direct Install Programs
 - Water Efficiency Measures
 - Weatherstripping
- Water Heating Programs for qualifying equipment and systems
- CNG Vehicle Programs for commercial refueling units or new CNG vehicle conversions
- Food Service Equipment Programs for eligible ENERGY STAR® appliances
- Dryer Programs for qualifying natural gas dryers



Educational Outreach

- Behavioral Education Efforts
 - Web-based Energy Calculators
 - Tips for Efficient Living
- Community Outreach/Community Events
- Social Media Engagement
- Retailer Partnerships
- Bill Inserts geared towards raising awareness of programs and additional efficiency rebate opportunities
- Energy Efficiency Newsletter



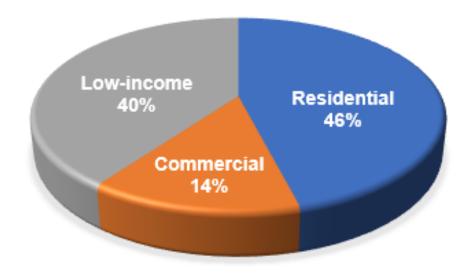


Proposed Budget (\$) & Projected Participation (%)

The proposed budget of \$2,275,000 would be funded by a **fixed charge** of **\$0.72 per month** for our approximately 220K+ residential customers and a **volumetric charge** of **\$0.0071/CCF** for our commercial customers.

	Budget	% of Budget
Residential	\$750,000	33%
Commercial	\$225,000	10%
Low-income	\$650,000	29%
Education/Outreach	\$325,000	14%
Administration	\$325,000	14%
TOTAL	\$2,275,000	100%

PROPOSED REBATE PARTICIPATION





2019 Achievements

Through the Central Texas and Rio Grande Valley Energy Efficiency programs:

- **\$2.4 million was returned to customers** through energy efficiency rebates and incentives
- More than **240 free new natural gas appliances** installed for low-income families
- 8,000+ residential rebates issued
- 2,689 residential water conservation kits distributed
- Lifetime emissions reduced by more than **78 million pounds**
- More than **140+ million gallons** of expected water savings
- Customers receive \$1.35 in benefits for every \$1 spent on new natural gas appliances/systems



Commercial	\$ 283,595
Residential	\$ 1,800,833
Low-Income	\$ 356,872
REBATE TOTALS	\$ 2,441,300

Program Benefits

- Behavioral education, high-efficiency appliances and energy-saving measures reduce natural gas consumption and customer bills
- Provides low-income assistance
- Use of efficient natural gas appliances reduces load on electric grid and may help reduce effects of grid strain during summer peaks
- Natural gas and water conservation and the promotion of clean, efficient energy use supports Office of Resilience and Sustainability goals



Questions?

Jasmine King-Bush Energy Efficiency Program Supervisor Jasmine.King-Bush@onegas.com

Liz O'Hara Community Relations Manager Liz.OHara@onegas.com





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 16



Legislation Text

File #: 21-71, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Capital Improvement Department, Sam Rodriguez, (915) 212-1815

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

<u>SUBGOAL</u>: Choose an item.

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 that the City Manager be authorized to sign an Agreement for Professional Services by and between the **CITY OF EL PASO** and **GARVER**, **LLC**, an Arkansas Limited Liability Company, for a project known as "EL PASO INTERNATIONAL AIRPORT TAXIWAY K, K1, K2 AND J RECONFIGURATION", for an amount not to exceed \$786,583.50; and

That the City Manager or Designee be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed \$836,583.50; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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 El Paso International Airport is designing pavement improvements that will bring the taxiway geometry at the north cargo buildings into compliance with current FAA design standards. Included as part of the project are the removal of existing taxiway connectors and the installation of two new connectors. The new connectors will remove direct access from the ramp to Runway 4-22. Taxiway K2 will be reconfigured to remove expansive pavement. Taxiway K1 will be removed in its entirety as well as Taxiway K north of Taxiway R. Removal and replacements of edge lights, electrical conduit installation and new guidance signs will also be included.

Garver, LLC was selected with the City approved A/E Selection process and they are recommended as the most qualified consultant. The A/E Selection summary is attached.

File #: 21-71, Version: 1

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? $\ensuremath{\mathsf{N/\!A}}$

AMOUNT AND SOURCE OF FUNDING:

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

\$786,583.50 - FAA CARES Match and FAA Grant Funds

Department Head: If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT:	Capital Improvement
AGENDA DATE:	January 19, 2021
CONTACT PERSON/PHONE:	Sam Rodriguez, City Engineer, (915) 212-1808
DISTRICT(S) AFFECTED:	All
STRATEGIC GOAL:	No.1: Create and Environment Conducive to Strong, Sustainable, Economic Development

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the **CITY OF EL PASO** and **GARVER, LLC**, an Arkansas Limited Liability Company, for a project known as "**EL PASO INTERNATIONAL AIRPORT TAXIWAY K, K1, K2 AND J RECONFIGURATION**", for an amount not to exceed \$786,583.50; and

That the City Manager or Designee be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed \$836,583.50; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement.

BACKGROUND / DISCUSSION:

The El Paso International Airport is designing pavement improvements that will bring the taxiway geometry at the north cargo buildings into compliance with current FAA design standards. Included as part of the project are the removal of existing taxiway connectors and the installation of two new connectors. The new connectors will remove direct access from the ramp to Runway 4-22. Taxiway K2 will be reconfigured to remove expansive pavement. Taxiway K1 will be removed in its entirety as well as Taxiway K north of Taxiway R. Removal and replacements of edge lights, electrical conduit installation and new guidance signs will also be included.

Garver, LLC was selected with the City approved A/E Selection process and they are recommended as the most qualified consultant. The A/E Selection summary is attached.

SELECTION SUMMARY:

Solicitation was advertised on September 2, 2020. The email with Request for Qualifications (RFQ) notification was sent out on September 2, 2020. Three (3) Statements of Qualification were received; two (2) were from local firms.

PROTEST

 \boxtimes No protest received for this requirement.

Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? Yes or Not Applicable (Routine) If yes, select the applicable districts. PPS FORM 001, Rev. 3, 8/9/2016 (Discard Previous Versions)

District 1
District 2
District 3
District 4
District 5
District 6
District 7
District 8
All Districts

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: \$786,583.50 – FAA CARES Match and FAA Grant Funds

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:

Jerry DeMuro/for Sam Rodriguez, P.E., City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and GARVER, LLC, an Arkansas Limited Liability Company, for a project known as "EL PASO INTERNATIONAL AIRPORT TAXIWAY K, K1, K2 AND J RECONFIGURATION", for an amount not to exceed \$786,583.50; and

That the City Manager or Designee be authorized to approve up to \$50,000.00 in additional services for a total contract amount not to exceed \$836,583.50; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement.

APPROVED THIS _____ DAY OF _____ 2021.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez

Senior Assistant City Attorney

APPROVED AS TO CONTENT

erry DeMuro/for

Samuel Rodriguez, P.E., City Engineer Capital Improvement Department



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

EVALUATION COMMITTEE SCORE SUMMARY

SOLICITATION# 2020-1520R ENGINEERING SERVICES - EPIA TAXIWAY K, K1, K2 & J RECONFIGURATION

	GARVER	PARKHILL, SMITH & COOPER	RS&H
Rater #1	79	72	75
Rater #2	67	52	62
Rater #3	77	72	79
Total Score	223	196	216

THE STATE OF TEXAS)AGREEMENT FOR)OUNTY OF EL PASOPROFESSIONAL SERVICES

This Agreement is made this _____ day of _____, 2021 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 GARVER, LLC, an Arkansas Limited Liability Company, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform Professional Engineering Services for the project known as "EPIA TAXIWAY K, K1, K2 AND J RECONFIGURATION", hereinafter referred to as the "Project", as further described in Attachments "A" and

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

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

ARTICLE I. ATTACHMENTS

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

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport
	Improvement Program Projects

ARTICLE II. PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform design services for the Project as professional consultant for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **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 SEVEN HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED EIGHTY THREE AND 50/100 DOLLARS (\$786,583.50) for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

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

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to Attachment "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 \$9,000,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A".** The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project'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) <u>Commercial General Liability</u> \$1,000,000.00 Per Occurrence \$1,000,000.00 Products/Completed Operations \$1,000,000.00 Personal and Advertising Injury
- b) AUTOMOBILE LIABILITY Combined Single Limit \$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City 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, <u>including but not</u> <u>limited to:</u>

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

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

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

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

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

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

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

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

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

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

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

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

- (1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the

selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for 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 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent** (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

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

7.4 **COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications

and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, 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 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:	GARVER, LLC Attn: Frank McIlwain 221 N. Kansas Street, Suite 700 El Paso, Texas 79901

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

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

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

(Signatures Begin on Following Page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez

Senior Assistant City Attorney

ACKNOWLEDGMENT

THE STATE OF TEXAS § SCOUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by **Tomás González**, as **City Manager** of the **City of El Paso**, **Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures Continue of Following Page)

APPROVED AS TO CONTENT:

Jerry DeMuro/for Samuel Rodriguez, P.E., City Engineer

Samuel Rodriguez, P.E., City Engineer Capital Improvement Department

CONSULTANT: GARVER, LLC, an Arkansas limited liability company

By: _______
Frank McIlwain
Title: ______

ACKNOWLEDGEMENT

THE STATE OF ______ § S COUNTY OF ______ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Frank McIlwain as ______ of GARVER, LLC, an Arkansas limited liability company, on behalf of said company.

Notary Public, State of _____

My commission expires:

ATTACHMENT "A" SCOPE OF SERVICES



APPENDIX A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Taxiway K, K1, K2, & J Reconfiguration at El Paso International Airport. Improvements will consist primarily of reconfiguration of the existing TW K1 and K2 pavement as well as the reconfiguration of taxiways leading to the cargo apron as shown in Exhibit 1.

- Geotechnical Services
- Surveying Services
- Drainage Services
- Design Services
 - 30% Preliminary Design
 - o 60% Pre-Final Design
 - o 90%/100% Final Design
- Bidding Services
- Construction Administration Services

A.1 Geotechnical Services

STL Engineers & Laboratories (STL) as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.

STL will provide services as provided within Exhibit 2.

A.2 Surveying Services

A.2.1 <u>Design Surveys</u>

Barragan and Associates, Inc. as a subconsultant to Garver, will be responsible for providing field survey data from field work for designing the project, and this survey will be tied to the Owner's control network. Survey team members will be escorted by Owner's staff.

Barragan and Associates, Inc. will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours / between the hours of 7:00 am. and 4:00 pm.

Barragan and Associates will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

A.2.2 <u>Property Surveys</u>

Not Applicable



A.2.3 Easement Development

Not Applicable

A.3 Drainage Analysis

Garver will develop hydrologic and hydraulic models of the airfield drainage system within the project limits for the 100-year storms. Modeling methodology and parameters will be selected in accordance with standard engineering practice and Owner standards. Modeling parameters, such as areas, slopes, drainage paths, distances, etc. will be obtained from surveys, planimetric contour maps and aerial photos and verified by field investigation.

A pre-development model will be developed to include drainage infrastructure that is known to be functional. Damaged or non-functional drainage infrastructure will not be included in the pre-development model. Garver will also develop a post-development model to manage runoff from the project site. The post-development model may include the expansion of the existing detention areas as well as potential onsite mitigation options.

A.4 Design Services

A.4.1 <u>General</u>

Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.

A.4.2 Owner / Agency Coordination

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

A.4.2.1 Modifications to Standard

Garver will develop a modification to standard (MOS) for FAA standard specifications as required. Garver will prepare the necessary MOS documentation for submission to the FAA through the Airport Data and Information Portal (ADIP). Documentation will include details of the defined standard, why the standard cannot be met, viable alternatives, and any necessary restrictions associated with the MOS.

A.4.2.2 Separate Procurement for Special Systems

Garver will assist with the development of separate procurement documents required by the AIP Handbook including such duties as assembling initial scope of work, equipment procurement requirements, design reviews, cost estimating, and reviewing the manufacturers/system installers invoices and scope of work documents to support the project. This work includes the required correspondence duties with the FAA ADO and PM as outlined in the AIP Handbook.



A.4.3 Quality Control

Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior construction observer and project manager. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

A.4.4 Environmental Coordination

Garver will develop a Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details. Prior to construction, the contractor will submit the SWPPP and NOI shall be submitted to the Texas Commission of Environmental Quality (TCEQ) for permitting.

Garver understands that a CATEX has been completed and approved for this project.

A.4.5 Construction Safety and Phasing Plan

Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

A.4.6 Existing Conditions Review

A.4.6.1 Record Document Review

Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

A.4.6.2 Site Visits

Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

A.4.7 Pavement Design

Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Airport Operator, Airport Master Plan, and Traffic Flow Management System Counts (TFMSC). Upon completion of the aircraft fleet mix, Garver will submit the fleet to the Owner for review. Upon approval by the Owner, Garver will use FAARFIELD and life cycle cost analysis methods to develop a recommendation for the most economical pavement design. Based on this analysis and discussions with the Owner, a pavement design for the project will be chosen. For concrete pavement design, Garver will design joint patterns and jointing details.

Appendix A – Scope of Services Taxiway K, K1, K2, and J Reconfiguration



A.4.8 <u>Geometric Design</u>

Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards.

A.4.9 <u>Modeling</u>

Garver will develop preliminary vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each taxiway and apron alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most efficient design solution.

A.4.10 Grading and Drainage

Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

A.4.11 <u>Airfield Electrical</u>

A.4.11.1 Airfield Lighting and Signage

Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: runway/taxiway edge lighting, guidance signage, electrical vault modifications, and updates to the Airfield Lighting Control and Monitoring System (ALCMS). Updates to the ALCMS layout will be procured outside of the construction contract in order to comply with FAA procurement protocol.

A.4.11.2 NAVAIDS

Garver will provide electrical engineering services for the construction / relocation of FAA facilities, including FAA communications cable and electrical cable. Design meetings will be coordinated per Airport RA requirements with FAA NAVAIDs, FAA Communications, and local FAA SSC teams for a coordinated design package. FAA drawings, details, and technical specifications will be reviewed and incorporated into the project.

A.4.12 Utility Design and Coordination

Not Applicable

A.4.13 Specifications and Contract Documents

A.4.13.1 Technical Specifications

Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

Appendix A – Scope of Services Taxiway K, K1, K2, and J Reconfiguration



A.4.13.2 Construction Contract Documents

Garver will provide proposal forms, instruction to bidders, general conditions, special conditions, and technical specifications for incorporation into City of El Paso Standard Contract. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

A.4.14 Engineer's Report

Garver will prepare an Engineer's Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:

- Executive Summary
- Project Background
- Existing Conditions
 - o Site Survey
 - o Geotechnical Investigation
 - Project Photographs
- Applicable AIP Standards
- Construction Safety and Phasing
- Geometric Design
- Pavement Design
- Drainage Design
- Airfield Lighting and Signage
- NAVAIDS
- Pavement Markings
- Environmental Considerations
- Utility Design
- Miscellaneous Design Items
- Modifications to AIP Standards
- Non-AIP-Eligible Work Items
- DBE Participation
- Project Schedule
- Engineer's Opinion of Probable Cost
- Appendices

A.4.15 Quantities and Engineer's Opinion of Probable Cost.

Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

A.4.16 Design Services Submission and Meeting Summary

The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

Appendix A – Scope of Services Taxiway K, K1, K2, and J Reconfiguration



A.4.16.1 30% Preliminary Design

Garver will develop 30% Preliminary Engineering Report and submit to the Owner for review. It is anticipated that the Owner will review the design submission within one week.

At the completion of the Owner review period, Garver will meet with the Owner to review the 30% Preliminary Design Report and to receive Owner comments and direction.

A.4.16.2 60% Pre-Final Design

Garver will develop 60% preliminary design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within one week.

At the completion of the Owner review period, Garver will meet with the Owner to review the 60% preliminary design plans, specifications, and engineer's report and to receive Owner comments and direction.

A.4.16.3 90% Final Design

Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within one week.

At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

A.4.16.4 100% Issued for Bid (IFB)

Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within one week.

A.5 Bidding Services

Garver will assist the negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, and attend a pre-bid conference. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

A.6 Construction Administration Services

During the construction phase of work, Garver will accomplish the tasks below.

Appendix A – Scope of Services Taxiway K, K1, K2, and J Reconfiguration



A.6.1 <u>Issued for Construction (IFC) Documents</u>

Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

A.6.2 Construction Management Plan

Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

A.6.3 <u>Submittals</u>

Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

A.6.4 Preconstruction Meeting

Garver will attend preconstruction meeting.

A.6.5 Progress Meetings

As a minimum, Garver's Project Manager will attend weekly teleconference progress meetings with the Owner and Contractor and monthly site visits. It is expected that 12 meetings will be held on-site, and 43 meetings will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

A.6.6 <u>Owner Coordination</u>

Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.

Appendix A – Scope of Services Taxiway K, K1, K2, and J Reconfiguration



A.6.7 <u>RFIs</u>

Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

A.6.8 <u>Progress Payments</u>

Not Applicable

A.6.9 Payroll Reviews

Not Applicable

A.6.10 DBE Compliance

Not Applicable

A.6.11 Record Drawings

Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services (Closeout Services to be provided by others) and final record drawings will be provided to the Owner after project completion.

A.6.12 Change Orders

When <u>authorized by the Owner</u>, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

A.6.13 Final Inspection

Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

A.7 On-Site Resident Project Representative Services

Not Applicable

A.8 Materials Testing Services

Not Applicable

A.9 Project Closeout Services

Not Applicable

A.10 Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

Appendix A – Scope of Services Taxiway K, K1, K2, and J Reconfiguration



- 30% Preliminary Report to the Owner.
 a. Ten hard copies to the Owner.
- 60% Preliminary Design Plans, Specifications, and Report to the Owner.
 a. Ten hard copies to the Owner.
- a. Termand copies to the Owner.
 90% Final Design Plans, Specifications, and Report to the Owner.
 - a. Ten hard copies to Owner
- 4. 100% Issued for Bid Plans, Specifications, and Report to the Owner.
 - a. Three hard copies to the Owner for approval
 - b. Ten hard copies to Owner
- 5. Issued for Construction Plans and Specifications to the Owner.
 - a. One hard copy of all addenda.
- 6. Construction Management Plan to the Owner and FAA
- 7. Approved submittals to the Contractor.
- 8. Record Plans and Specifications to the Owner and FAA.
- a. One hard copy to the Owner.
- 9. Other electronic files as requested.

A.11 Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- 1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- 2. Front end specifications and construction contract. Garver will provide proposal forms, instruction to bidders, general conditions, special conditions, and technical specifications for incorporation into City of El Paso Standard Contract.
- 3. Deliverables beyond those listed herein.
- 4. Design of any utility relocation.
- 5. Utility Relocation will be identified during the Preliminary Design Phase. If utility relocation is required for the preferred alternative, additional services will be required.
- 6. Utility Easement Development
- 7. Engineering, architectural, or other professional services beyond those listed herein.
- 8. Retaining walls or other significant structural design.
- 9. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to TCEQ.
- 10. Attendance of Bid Opening.
- 11. On-Site Construction Observation, Construction Materials Testing, and Project Closeout Services.
- 12. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- 13. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- 14. Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
- 15. Utility Record Drawings developed for Franchise Utilities.
- 16. Project Construction Staking and Layout
- 17. Reimbursable Agreement will be coordinated with FAA by the Owner.
- 18. The owner will prepare and submit the 7460 through OE/AAA and coordinate with FAA. Garver will supply point locations as requested.
- 19. Review of the Construction Contractor's Progress Payment, Payroll Reviews, and DBE Compliance will be handled by the Construction Manager.

Appendix A – Scope of Services Taxiway K, K1, K2, and J Reconfiguration



A.12 Schedule

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within the schedule attached herein.

ATTACHMENT "B" CONSULTANT'S FEE PROPOSAL AND HOURLY RATES



Appendix B El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration Garver Hourly Rate Schedule: July 2020 - June 2021

Classification	 Rates
Engineers / Architects	
E-1	\$ 129.13
E-2	\$ 153.04
E-3	\$ 179.83
E-4	\$ 212.34
E-5	\$ 261.13
E-6	\$ 322.34
E-7	\$ 387.00
Planners / Environmental Specialist	
P-1	\$ 164.00
P-2	\$ 185.57
P-3	\$ 221.00
P-4	\$ 232.00
P-5	\$ 268.00
P-6	\$ 306.00
P-7	\$ 370.00
Designers	
D-1	\$ 122.00
D-2	\$ 135.83
D-3	\$ 164.00
D-4	\$ 192.00
Technicians	
Т-1	\$ 104.00
T-2	\$ 135.83
T-3	\$ 192.00
Surveyors	
S-1	\$ 65.00
S-2	\$ 77.00
S-3	\$ 107.00
S-4	\$ 147.00
S-5	\$ 194.00
S-6	\$ 226.00

2-Man Crew (Survey)	\$ 234.00
3-Man Crew (Survey)	\$ 299.00
2-Man Crew (GPS Survey)	\$ 254.00
3-Man Crew (GPS Survey)	\$ 319.00
Construction Observation	
C-1	\$ 115.00
C-2	\$ 145.00
C-3Senior Construction Observer	\$ 175.00
C-4	\$ 226.00
Management/Administration	
M-1	\$ 387.00
X-1	\$ 78.00
X-2	\$ 100.00
X-3	\$ 160.00
X-4	\$ 189.00
X-5	\$ 199.00
X-6	\$ 236.00
X-7	\$ 279.00

Agreement for Professional Services Taxiway K, K1, K2 And J Reconfiguration

El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration

FEE SUMMARY

Title I Service	Est	imated Fees
Geotechnical Services (DBE)	\$	71,221.00
Surveying (DBE)	\$	42,000.00
Drainage (MCi)	\$	49,486.50
Preliminary Design	\$	135,700.00
Pre-Final Design	\$	142,700.00
Final Design	\$	131,000.00
Bidding Services	\$	12,900.00
Subtotal for Title I Service	\$	585,007.50
Title II Service	Est	imated Fees
Construction Phase Services	\$	201,576.00
Subtotal for Title II Service	\$	201,576.00
Total All Services	\$	786,583.50

El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-6 Senior Project <u>Manager</u> hr	E-5 Project Manager III hr	E-4 Project Manager II hr	E-3 Project Manager I hr	E-2 Project Engineer II hr	E-1 Project Engineer I hr	C-3 Senior Construction Observer hr	T-2 Technician hr
1. Project Management								
Project/Subconsultant Management	2	12						
Airport Coordination		15						
Internal Weekly Progress Meetings (5 Meetings)	2	5		10		10		5
Pre-Design Kickoff Meeting Preparation		2		2				
Pre-Design Kickoff Meeting		10		10				
Schedule Updates		4						
Develop Project Quality Control Plan	2	4		4				
Quality Control Audit	2							
Submittals to Owner/FAA		2						
Preliminary Design Review Meeting		8						4
Subtotal - Project Management	8	62	0	26	0	10	0	9
2. Civil Engineering								
Analyze Survey Data				2		4		8
Analyze Geotechnical Data		2		4				
Site Visits (1 Visit)		8		8				
Utility Coordination and Review		2		8		4		
Review Existing Environmental Documentation		2		2				
Base Map File Setup				2				12
Record Document Review						4		8
Conceptual Horizontal Alignments		1		12		40		20
Conceptual Vertical Alignments		1		12		40		20
Conceptual Assembly Setup		1		2		4		8
Conceptual Corridor Model		1		12		60		
Conceptual Construction Safety and Phasing Plan		4		4		16		40
Preliminary Engineer's Design Report								
Report Graphics								8
Preliminary Pavement Design				2		8		
Preliminary Quantities				4		12		16
Preliminary Opinion of Probable Cost		2		4		8		
Report Narrative Draft		2		24				
Draft Report QC Review		8		4				
Prepare for and present Preliminary Engineer's		10		12		12		
Design Report to Airport/FAA		-						
Revise and Finalize Report		2		4		20		
Subtotal - Civil Engineering	0	46	0	122	0	232	0	140

TOTAL FEE:		\$135,700.00						
SUBCONSULTANTS FEE:		\$0.00						
SUBTOTAL:		\$135,700.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$2,186.00						
Rental Car	\$100.00							
Meals	\$150.00							
Hotels	\$300.00							
Mileage/Tolls/Parking	\$150.00							
Airfare	\$1,050.00							
Office Supplies/Equipment	\$100.00							
Postage/Freight/Courier	\$150.00							
Document Printing/Reproduction/Assembly	\$186.00							
DIRECT NON-LABOR EXPENSES								
SUBTOTAL - SALARIES:	:	\$133,514.00						
Hours	18	108	0	210	0	318	0	149
Subtotal - Electrical Engineering	10	0	0	62	0	76	0	0
Manufacturer (1 site visit)				10				
Final Report Coordination with Airport, ATCT, and ALCMS	+			4		8		+
•	+ +			8		12		<u> </u>
QC Review Draft Report	2			4		10		<u> </u>
Airport and FAA Coordination	4			12				<u> </u>
Quantities and Opinion of Probable Cost	1			4		8		<u> </u>
ALCMS Coordination and Analysis				4		4		
Guidance Sign Installation Layout	1			4		8		
Taxiway Edge Lighting Layout	1			4		12		
Taxiway Lighting and Sign Removal	1			2		4		
Conceptual Lighting and Signage Plans								
CCR Load Calculations				2		12		
Records Research and Review				4		8		

El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration

PRE-FINAL DESIGN

WORK TASK DESCRIPTION	E-6 Senior Project	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	C-3 Senior Construction	T-2 Technician
	Manager		-	-	-	-	Observer	hr
1. Project Management	hr	hr	hr	hr	hr	hr	hr	hr
Project/Subconsultant Management	2	16						
Owner Coordination	2	10						
	4	7		14		14		7
Internal Weekly Progress Meetings (7 Meetings)	4	2		14 2		14		1
Project Stakeholder Meeting Preparation								
Project Stakeholder Meeting		2		2				
Schedule Updates Quality Control Audit	2	1						
	2	2						4
Submittals to Owner/FAA		8		0				4
Pre-Final Design Review Meeting		8		8				4
Subtotal - Project Management	8	56	0	26	0	14	0	15
2. Civil Engineering								
Horizontal Alignments		1		1		8		
Vertical Alignments		1		2		16		
Corridor Model		1		10		24		
Preliminary Plans (60%)								
Cover Sheet								1
Sheet Index								2
Summary of Quantities				2				2
General Project Layout				1				4
Survey Control Plans				1				4
General Notes				1		4		2
CSPP Sheets		2		4		16		16
Existing Conditions Sheets				2				16
Erosion Control Sheet Review				4				
Demolition Sheets				2				16
Storm Drain Sheet Review				4				
Typical Sections				2		4		16
Plan and Profile Sheets		2		2		8		20
Grading Sheets		2		4		8		20
Joint Layout Sheets		1		4		20		8
Pavement Marking Sheets		1		2		4		16
Cross Section Sheets				2		8		24
General Sheet Review				2				
CSPP Review		4						
Joint Layout Review		4						
Marking Plan Review		4						
Drainage Design Review		2		4				
Pavement Section Design				2		8		
Quantities and Opinion of Probable		2		4		8		16
Construction Cost								10
Technical Specifications		4		12		8		
QC Review	4	12		8		4		ļ
Constructability Review				2			8	
Revise Preliminary Plans and Technical Specifications		2		12		8		12
Prepare for and conduct Preliminary Design Review Meeting with Airport and FAA		10		12		6		
Subtotal - Civil Engineering	4	55	0	108	0	162	8	195

8. Electrical Engineering								
Update CCR Load Calculations				4		12		
Temporary Airfield Lighting				8		16		
Preliminary Plans (60%)								
Lighting Removal Plans				4		8		8
Lighting Installation Plans				8		16		8
Vault Layout Plans				2		4		
Edge Light Details				4		12		
Signage Details				2		8		
Quantity Calculations				4		12		
Technical Specifications				8		16		
Opinion of Probable Cost				2		8		
QC Review	2			4		8		
Site Visit, Meeting and Coordination with Airport				10				
Subtotal - Electrical Engineering	2	0	0	60	0	120	0	16
Hours	14	111	0	194	0	296	8	226
SUBTOTAL - SALARIES:		\$139,140.00						

	\$142,700.00				
Meals \$250.00 Rental Car \$300.00 SUBTOTAL - DIRECT NON-LABOR EXPENSES:					
\$300.00					
\$250.00					
\$500.00					
\$250.00					
\$1,750.00					
\$100.00					
\$150.00					
\$260.00					
	\$150.00 \$100.00 \$1,750.00 \$250.00 \$250.00 \$250.00 \$300.00				

TOTAL FEE:

\$142,700.00

El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration

FINAL DESIGN

	E-6						C-3	
	Senior	E-5	E-4	E-3	E-3	E-1	Senior	T-2
WORK TASK DESCRIPTION	Project	Project	Project	Project	Project	Project	Construction	
	Manager	Manager III	Manager II	Manager I	Manager I	Engineer I	Observer	reonnoidh
	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Management								
Project/Subconsultant Management	2	12						
Owner Coordination	2	10						
	0			10		10		5
Internal Weekly Progress Meetings (5 Meetings)	2	5		10		10		5
Schedule Updates		5						
Quality Control Audit	2							
Submittals to Owner/FAA		2						4
Airport/FAA Coordination for Reimbursable		4		8				
Agreement	-	-					-	
Final Design Review Meeting		8		8		8		4
Subtotal - Project Management	6	46	0	26	0	18	0	13
2. Civil Engineering								
Horizontal Alignments				2		4		8
Vertical Alignments				2		4		8
Corridor Model				4		16		16
Final Plans (90%)								
Cover Sheet	İ	İ	İ				1	1
Sheet Index								1
Summary of Quantities						2		2
General Project Layout							-	2
						1		
Survey Control Plans	-					1	-	1
General Notes						2		2
CSPP Sheets		1		2		4		8
Existing Conditions Sheets						2		2
Erosion Control Sheet Review				2				
Demolition Sheets						1		2
Storm Drain Sheet Review				2				
Typical Sections				1		1		2
Plan and Profile Sheets				2		4		8
Grading Sheets				2		4		8
Restoration Sheets	1			1		1		4
Joint Layout Sheets								4
	-			2		8	-	
Pavement Marking Sheets	-			1		4	-	4
Cross Section Sheets		1		2		16		16
General Sheet Review		1		2				
CSPP Review		2		2				
Drainage Design Review		2		2				
Constructability Review		1		2			16	
Quantities and Opinion of Probable		0		A		0		40
Construction Cost		2		4		8		16
Technical Specifications		4		16				
Construction Management Program		2		2	1	8		1
Final Design QC Review	4	16	İ	16		8	1	
Final Review/Walkthrough with Airport		10		10				
Bid Documents (100%)	1	10		10			<u> </u>	
Develop Final Bid Plans	<u> </u>	4		0		4		
		1		2		4		8
Develop Final Bid Proposal				2		4	+	
Develop Final Technical Specifications and				3		3		
Modifications								
Develop Final Quantities and Bid Schedules				2		4	ļ	4
Final Opinion of Probable Construction Cost		1		2				
Bid Document QC Review		12		8				
Prepare for and attend Project Update meeting		2		A		0		<u> </u>
with Airport / FAA		2		4		3		2
Review Plans/Specs/Costs prior to bidding		8		16				
	1		1	1	1	1		1
Subtotal - Civil Engineering	4	66	0	120	0	117	16	129

TOTAL FEE:		\$131,000.00						
SUBCONSULTANTS FEE:		\$0.00						
SUBTOTAL:		\$131,000.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES	S:	\$2,310.00						
Rental Car	\$100.00							
Meals	\$150.00							
Hotels	\$300.00							
Mileage/Tolls/Parking	\$150.00							
Airfare	\$1,050.00							
Office Supplies/Equipment	\$100.00							
Postage/Freight/Courier	\$150.00							
DIRECT NON-LABOR EXPENSES Document Printing/Reproduction/Assembly	\$310.00							
SUBTOTAL - SALARIES:		\$128,690.00						
Hours	12	116	0	196	0	243	16	182
	2	4	0	50	0	108	0	40
Subtotal - Electrical Engineering			•		•	409		40
Update Airport Signage & Marking Plan						8		8
Site Visit, Meeting and Coordination with Airport				10				
QC Review	2	4		4		8		
Opinion of Probable Cost				2		8		
Technical Specifications				4		8		
Quantity Calculations				4		12		
Signage Details		l l		2		8		8
Edge Light Details				4		12		8
Vault Layout Plans				2		4		0
Lighting Installation Plans				4		8		8
Lighting Removal Plans				4		8		8
Final Plans (90%) Temporary Airfield Lighting Plans				4				<u> </u>
Temporary Airfield Lighting				4		8		
Update CCR Load Calculations				2		8		

El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration

BIDDING SERVICES

WORK TASK DESCRIPTION	E-6 Senior Project <u>Manager</u> hr	E-5 Project Manager III hr	E-4 Project Manager II hr	E-3 Project Manager I hr	E-3 Project Manager I hr	E-1 Project Engineer I hr	C-3 Senior Construction Observer hr	T-2 Technician hr
1. Project Management						111	111	111
Owner Coordination		4						
Assist prospective bidders with obtaining plans and specifications		1				4		
Prospective bidder outreach		4						
Prepare for and Attend Pre-Bid Meeting		10				4		
Prepare Bid tabulation		1		1				
Evaluate bids and recommend award		1		1		2		
Subtotal - Project Management	0	21	0	2	0	10	0	0
2. Civil Engineering								
Addendums/Inquiries		4				16		
Subtotal - Civil Engineering	0	4	0	0	0	16	0	0
3. Electrical Engineering								
Addendums/Inquiries				4		8		
Subtotal - Electrical Engineering	0	0	0	4	0	8	0	0
Hours	0	25	0	6	0	34	0	0

SUBTOTAL - SALARIES:

\$12,050.00

DIRECT NON-LABOR EXPENSES Document Printing/Reproduction/Assembly Postage/Freight/Courier	\$125.00 \$100.00	
Office Supplies/Equipment Airfare	\$50.00 \$350.00	
Mileage/Tolls/Parking Hotels	\$50.00 \$100.00	
Meals	\$25.00	
Rental Car	\$50.00	
SUBTOTAL - DIRECT NON-LABOR EXPENS	•••••	\$850.00
	•••••	\$850.00 \$12,900.00
SUBTOTAL - DIRECT NON-LABOR EXPENS	•••••	• • • • • •

El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration

CONSTRUCTION PHASE SERVICES (Time and Materials) Assumed 300 Calendar Day Construction

	E-6 Senior	E-5	E-4	E-3	E-2	E-1	P-2	T-2
WORK TASK DESCRIPTION	Project	Project	Project	Project	Project	Project	Senior	Technicia
	Manager	Manager III	Manager II	Manager I	Engineer II	Engineer I	Planner	reormioid
	hr	hr	hr	hr	hr	hr	hr	hr
Project Management								
Compile Issue for Construction Documents (IFC)		2		8		8		8
Prepare for, attend, and conduct pre-construction		12		12				
meeting								
Weekly Progress Teleconference (43 meetings)		45		45				
Coordination with RPR		80		40				
Progress Meetings with Contractor/City (12 meetings)		120		60				
Prepare for, attend, and conduct pre-pave meeting		12		12				
Subtotal - Project Management	0	271	0	177	0	8	0	8
Civil Engineering								
Coordination with Materials Testing Lab and PWL		24				36		
Calculations								
Material Submittal Reviews		8				40		
RFI Responses		36				24		───
Review Construction Survey and Quantity Verification Review Change Orders		4				24		
FAA and Airport Coordination		6 24		4		10		
•		 12		4		24		
Material Testing Summary Log		12				24		
Preliminary Punchlist Meeting		12						
Final Completion Walk-through Record Drawing Completion		2		4		20		
		2		4		20		
Subtotal - Civil Engineering	0	138	0	8	0	178	0	0
Electrical Engineering	Ů	100	•	Ū	v	1/0	Ū	v
Weekly Progress Teleconference (12 meetings)				12				
Coordination with RPR				20		8		
Coordination with Contractor				20				
Progress Meetings with Contractor/City (2 meetings)				20				
Material Submittal Reviews				4		12		
RFI Responses				12		24		
Final Completion Walk-through				10				
Subtotal - Electrical Engineering	0	0	0	98	0	44	0	0
Hours	0	409	0	283	0	230	0	8
SUBTOTAL - SALARIES:	•	\$189,086.00	·		•		•	·
		φ100,000.00						
DIRECT NON-LABOR EXPENSES	¢200.00							
Document Printing/Reproduction/Assembly	\$390.00 \$150.00							
Postage/Freight/Courier	\$150.00 \$100.00							
Office Supplies/Equipment Airfare	\$6,650.00							
Allare Mileage/Tolls/Parking	\$6,650.00 \$950.00							
Hotels								
	\$1 000 00							
Meals	\$1,900.00 \$950.00							
Meals Rental Car	\$950.00							
Rental Car		\$12,490.00						
Rental Car SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$950.00	\$12,490.00						
Rental Car SUBTOTAL - DIRECT NON-LABOR EXPENSES: SUBTOTAL:	\$950.00	\$201,576.00						
Rental Car SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$950.00	-						

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

December 17, 2020 Revised 01-07-2021

Scott McReynolds, P.E. Garver USA Tel: 479 287-4607 samcreynolds@GarverUSA.com

Re: El Paso International Airport – ELP TW K, K1, K2 & J Reconfiguration

Scott McReynolds,

In response to your request, we are pleased to submit this letter which constitutes our proposal for the desired surveying services for the subject project. The scope of services for this project is described by the following outline and as per your instructions:

Scope of services

Perform a Topographic Survey within taxiway system between Runway 22 and the cargo apron, near Taxiways J, K and R, (as shown on sketch provided by Garver). The services/information includes the following.

- 1. Establish horizontal and vertical control utilizing the primary and secondary airport control stations. All coordinates shall be in Texas Coordinate System of 1983 (NAD83) for El Paso County (Texas Central Zone).
- 2. Survey limits are shown in the attached exhibit.
 - a. Pavement Topographic Survey
 - i. Provide survey shots along runway and taxiway centerlines and pavement edges.
 - ii. Provide survey shots of the published runway end for Runway 4
 - iii. Pavement survey shots shall occur every 50 feet for the length of the pavements and every 100 feet within Taxiway Kilo as outlined in the new exhibit provided by Garver USA.
 - iv. Concrete pavement joints at proposed pavement tie in locations.
 - v. Pavement markings.
 - b. Non-pavement Topographic Survey
 - i. 50-foot survey grid with at a minimum 10 foot and 25 ft offsets outside of all pavement edges.
 - ii. Survey different pavement features (gravel, asphalt roads, etc.) within limits shown.
 - iii. Ditches, Swales, Drainage Structures and Catch Basins
 - 1. Survey flow lines and top and tow of bank
 - 2. Provide flow lines upstream and downstream for all drainage structures draining into, away from, or through the project area.
 - 3. Provide structure and pipe sizes.
 - iv. Electrical Structures
 - 1. Runway and taxiway edge lighting, signs, electrical structures, cable and duct markers.
 - 2. Provide survey shots of the foundation of each light and sign and include a pavement
 - edge survey shot perpendicular to the electrical structure.
 - v. Utilities (Call Dig Tess)
 - 1. Existing visible above ground utility structure and markers shall be located and referenced by name (i.e. Xcel, Verizon, AT&T, FAA, etc.).
 - 2. Garver will coordinate with the FAA regarding utility locates for their
 - infrastructure.
- 3. Product Submittal
 - a. Barragan and Associates shall process the survey data and provide the Engineer with one (1) copy of the following within 30 calendar days of the signed agreement if we have full access to runways and taxiways and no badging is required.
 - i. Tin file suitable for uploading into AutoCAD Civil 3D.
 - ii. Digital files provided in an AutoCAD format.
 - iii. Electronic copies of all raw data files for ASCII files of the survey and drawing files. The XYZ files shall be formatted as Point Number; Northing; Easting; Elevation; and Description.

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

NOTE:

Barragan and Associates Inc. will try to obtain plan records and locate field utilities; but will not be liable to unknown records, unknown visible utilities or available recorded utilities that are not provided to us.

"Exemptions"

The following is excluded unless otherwise requested; ALTA/ACSM Land Title Survey, Boundary Survey, Title commitment, representation through the Federal, State, City and County agencies, submittal fees, soils testing and investigation, elevation certificate, recording fees, **Boundary Survey, Construction Staking** and any other item not specifically listed in the above Scope of Services.

Barragan & Associates, Inc. proposes the above scope of work in the amount of **\$40,000.00 no tax.** If this proposal meets with your approval, please indicate acceptance by signing in the space provided below and returning one signed copy to us. We appreciate the opportunity to submit this proposal, and hope to work with you on this project. If you have any questions, please call us.

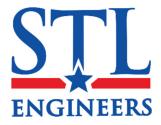
Sincerely

Daniel Barragan dbarragan@bnainc.net Authorization to Proceed:

Accepted By:_____ Date:_____ January 7, 2021

Mr. Colin Bible Garver, LLC 3010 Gaylord Parkway, Suite 190 Frisco, Texas 75034

Phone: 214.619.9029 Email: <u>CMBible@GarverUSA.com</u>



PROPOSAL No. G20-2919 GEOTECHNICAL INVESTIGATION EL PASO INTERNATIONAL AIRPORT TW K1, K2 and CONNECTOR RECONSTRUCTION EL PASO, TEXAS

Dear Mr. Bible:

Southwestern Testing Laboratories, L.L.C., dba STL Engineers & Laboratories (STL) is pleased to offer this proposal to perform a geotechnical investigation for the referenced project. We prepared this proposal based on the information provided in the new request for proposal dated December 9, 2020.

PROJECT DESCRIPTION

It is our understanding that the project will primarily involve the reconstruction of Taxiway K1, K2 and the Connector reconstruction located at the El Paso International Airport.

FIELD INVESTIGATION

As specified in the request for proposal, STL will drill 20 borings to ten (10) feet below existing grade, or to refusal, whichever comes first. Approximate boring locations are according to location plan provided by Garver.

Field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D-1587) and two-inch diameter standard split-spoon samplers (ASTM D-1586), respectively. At the completion of drilling operations, bore holes will be backfilled and plugged with soil cuttings, non-settling granular materials and either Portland cement concrete or asphalt.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

STL will stake, or mark the boring locations on the ground using normal taping procedures and a handheld GPS unit. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided upon request, at additional cost. Approximate elevations will be provided based on topographic information available to STL, or survey ties by others.

STL will perform traffic control by placing barricades or cones and placing a person in charge of monitoring traffic while in the project site.

LABORATORY INVESTIGATION

Laboratory tests will be performed as requested by the RFP, and will include:

- 1. Moisture content and soil identification,
- 2. Atterberg Limits (liquid and plastic limit determinations),
- 3. Percent of soil passing #200 sieve,
- 4. Unconfined compression tests,
- 5. Soluble sulfates,
- 6. pH lime series,
- 7. Swell Shrink tests
- 8. Bulk samples of predominate subgrade will be collected for laboratory CBR testing.

ENGINEERING SERVICES

The engineering report will be prepared by senior registered engineers and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide three copies of the report. The report will address each of the following:

- 1. Description of site terrain and geology.
- 2. Description of exploration and sampling methods.
- 3. Boring locations plan will be prepared.
- 4. Soil boring logs of each test hole including:
 - a. Approximate surface elevation.
 - b. Elevation, thickness, description and classification of each soil stratum.
 - c. Location and type of soil samples.
 - d. Laboratory and field results at appropriate depth.
 - e. Apparent location of water table, if encountered.
 - f. Location of obstructions.
 - g. Type, thickness of pavement cores, sub-base and lime treated layer thickness if any.

5. Soil identification and classification in accordance with the Unified Soil Classification System (ASTM D 2487).

6. Results of laboratory tests and procedures, appropriate to site conditions, as follows:

a. Classification of potential volumetric swell and shrinkage characteristic of cohesive soils by means of Atterberg Limit Test (ASTM D 4318).

- b. Water content (ASTM D 2216).
- c. Particle size analysis of soils (ASTM D 422).
- d. Pocket penetrometer.

7. Recommendations for geotechnical design considering soil parameters associated with the site conditions:

a) Two recommendations for preparation of subgrade of the proposed taxiway:

- i. Lime Treated Subgrade (recommended application rate, and CBR and k-vales for lime treated subgrade).
- ii. A recommendation for subgrade that can expedite construction (i.e., an equivalent amount of base in lieu of lime). CBR and k-values for the expedited construction option
- iii. A recommendation for an accelerated pavement section using asphalt which could be constructed in 5 days or less.
- b) Recommendations regarding surface and subsurface drainage, during and after construction.
- c) Recommendations regarding preparation of existing soils (native or otherwise) including recommendations regarding undercut and backfill.
- d) Recommendations regarding rock excavation and unsuitable excavation.
- e) Recommendations regarding embankment construction, including material and construction requirements.
- f) Recommendations for undercut, backfill and rock excavations.
- g) All recommendations will adhere to the FAA 150/5320-6F

COST OF SERVICES

Based on the scope of services described above, with a not-to-exceed total of **\$ 67,830.00**. An itemized invoice will be sent to you monthly, and at project completion.

PROJECT SCHEDULE, SITE ACCESS COORDINATION, AND SAFETY

We plan to initiate these studies within 10 working days after receipt of notice-to-proceed and anticipate that approximately four to five working days will be required to complete the field investigation (weather conditions permitting). We will be flexible in the scheduling of field operations to minimize disruption of airport operations.

You will receive the report approximately seven weeks following receipt of signed authorization to proceed. Preliminary recommendations will be submitted at the completion of the laboratory testing or within 28 calendar days after completion of drilling operations. If you require a delivery time frame other than that presented above, please advise us at the time of completing the agreement so that we may make the appropriate adjustments in our schedule to accommodate your needs.

We expect that the client will coordinate with airport officials our access to the project site. No time was budgeted for safety training or badging processing. In case it is required it will be billed according to our standard rates.

We will notify all public utilities of our boring locations to obtain boring location clearance of underground utilities. STL expects that the client or owner will have all private utilities marked and collaborate in the clearing process of all boring locations. STL will conduct all services in a responsible and safely manner.

CLOSURE

Thank you for the opportunity to present this proposal. Please call if you have any questions or if you have suggestions regarding changes to the proposed work scope. We look forward to working with you on the project.

Respectfully submitted, STL Engineers

Attef Abushakra, PE Geotechnical Engineer Firm # 8133

Attachment: Terms and Conditions and Fee Estimate

PROPOSAL ACCEPTED BY:

Signature

Date

Printed Name

Company

Title

TERMS AND CONDITIONS

SECTION 1: PARTIES AND SCOPE OF WORK: STL Engineers (hereinafter referred to as "STL") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" (whether such term is capitalized or not) means the specific geotechnical, analytical, testing or other service to be performed by STL as set forth STL's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by STL. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of STL's work. STL shall have no duty or obligation to any third party. The ordering of work from STL, or the reliance on any of STL's work, shall constitute acceptance of the terms of STL's proposal and these General Conditions, regardless of the terms of any subsequently issued document. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. STL will provide these additional services at the contract fee schedule rate. Initiation of services by STL pursuant to this proposal will incorporate these terms and conditions. STL's duties and obligations for any Work performed is to Client only. If Client chooses to charge any third party via backcharge, deductive change order, etc. for any work performed hereunder, Client is solely responsible for assessing such charges against said third parties. STL assumes no duty or obligation to pursue such charges against any third party other than Client and Client remains solely responsible to STL, regardless of the reimbursable or non-reimbursable status of the charges.

SECTION 2: ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for STL to perform the work. STL shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, STL has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires STL to restore the site to its former condition, upon written request STL will perform such additional work as is necessary to do so and Client agrees to pay to STL for the cost.

SECTION 3: TEST AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by STL or others to be timely and properly performed in accordance with the plans, specifications and contract documents and STLs recommendations. Retests, cancellations and stand-by time are considered outside the scope of work and an extra to the contract. Retests, cancellations and stand-by time and material basis at STL's standard fee schedule for the project. No claims for loss, damage or injury shall be brought against STL by Client or any third party unless all tests and inspections have been so performed and unless STL's recommendations have been followed. Client agrees to indemnify, defend and hold STL, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or STL's recommendations are not so followed except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of STL, its officers, agents or employees, subject to the limitation contained in paragraph 9.

SECTION 4: CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised STL of any known or suspected hazardous materials, utility lines and pollutants at any site at which STL is to do work hereunder, and unless STL has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save STL harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to STL's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to STL by Client.

SECTION 5: RESPONSIBILITY: STL's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. STL shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. SLT's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. STL has no right or duty to stop the contractor's work.

SECTION 6: SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of STL's report.

SECTION 7: PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay STL's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and attorney's fees. STL shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein STL waives any rights to a mechanics' lien, or any provision conditioning STL's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that STL shall file a lien whenever necessary to collect past due amounts. Client agrees to provide STL, upon request, of all information necessary for STL to file its lien, including, but not limited to, a legal description of the property upon which the work was performed. Failure to make payment within 30 days of invoice shall constitute a release of STL from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

SECTION 8: WARRANTY: STL'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, STL WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN STL REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD STL OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON STL'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF STL, IT'S OFFICERS, EMPLOYEES AND AGENTS SHALL BE

LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO STL FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT STL'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST FROM CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF STL'S LIABILITY TO \$250,000.00 BY AGREEING TO PAY STL A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR STL'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY STL IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. CLIENT WAIVES ANY AND ALL CLAIMS FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES AGAINST STL ARISING OUT OF OR RELATING TO THIS CONTRACT.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST STL, ARISING FROM OR RELATED TO STL'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF STL'S WORK HEREUNDER.

SECTION 9: HAZARDOUS MATERIALS INDEMNITY: The Client acknowledges that STL has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against STL and agrees to indemnify and save STL, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to STL's performance of services hereunder.

SECTION 10: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, STL shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of STL required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 11: HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring STL to assume the status of an owner, operator, generator, storer, transporter, creator, or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. It shall be the duty of the owner, the client, or their representative to advise SLT of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which STL may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by STL employees, agents or subcontractors. If STL observes or suspects the existence of unanticipated hazardous materials during the course of providing services, STL may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. STL does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services.

SECTION 12: PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

SECTION 13: ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

SECTION 14: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by STL as instruments of service, shall remain the property of STL unless there are other contractual agreements.

SECTION 15: ASSIGNS: Client may not delegate, assign, subcontract or transfer its duties or interest in this agreement without the written consent of STL.

SECTION 16: INDEMNIFICATION: To the fullest extent permitted by applicable law, Client expressly agrees to defend (at Client's expense and with counsel acceptable to STL), indemnify, and save and hold harmless STL and all of its officers, directors, shareholders, employees, agents, successors, and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and arbitration, court costs, and attorney's fees, arising on account of or in connection with injuries to or the death of any person whomsoever, claims for damages from any third party, or any and all damages to property (including the loss of use thereof), regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the Client's property or work being performed on Client's property by persons or entities other than STL, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the Client or any of its employees, agents, representatives, subcontractors, or suppliers, INCLUDING, WITHOUT LIMITATION, INJURIES, DEATH, OR DAMAGES WHICH ARISE FROM OR IN CONNECTION WITH, OR ARE CAUSED BY, ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF STL AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, CLIENTS, OR SUPPLIERS; BUT EXCLUDING INJURIES, DEATH, OR DAMAGES CAUSED BY THE SOLE NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT OF STL. The indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Client under worker's or workman's compensation acts, disability benefit acts or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Client or of any third party to whom Client may subcontract any work.

SECTION 17: COSTS AND TENDERING OF INDEMNIFICATION DEFENSE: The indemnities agreed to by Client herein expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation or arbitration whether or not the claims made for loss, injury, damage or property damage are valid or groundless, and regardless of whether the defense of STL is maintained by STL or assumed by Client. STL in its sole discretion and at its sole option may defend any or all of the indemnified claims or tender to Client the defense of any or all of the indemnified claims. Upon such tender by STL to Client, Client shall be bound and obligated to

assume the defense of STL in the indemnified claims, including the settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards or expenses resulting from or arising out of the indemnified claims without reimbursement from STL. It is understood and agreed by Client that if STL tenders the defense of an indemnified claim to Client and Client fails or neglects to assume the defense thereof, STL may compromise and settle or defend any such suit or action, and Client shall be bound and obligated to reimburse STL for the amount expended by it in settling or compromising any such claim, or in the amount expended by STL in paying any judgment rendered therein, together with all reasonable attorneys' fees and cost of litigation incurred by STL by reason of its defense, settlement or compromise of such indemnified claims.

SECTION 18: COLLECTION OF AMOUNTS OWED TO STL: In the event that Client owes any amount to STL, whether under this Agreement or otherwise, Client agrees to STLs employment of whatever collection methods it deems reasonable and expedient, including but not limited to garnishment (pre and post judgment), sequestration, attachment or any other legal method. Client agrees to waive any and all bond requirements associated therewith. Client agrees to pay all costs of collection.

SECTION 19: NOTICE: All notices required under this Subcontract Agreement shall be sent via certified mail return receipt requested to the address set forth in the proposal, via facsimile number listed on the proposal or via hand delivery to the office set forth on the proposal. Verbal notification to STL will not satisfy the notice requirements herein. To the extent any notice provision of these General Conditions violates applicable law in that it is too strict or restrictive, the provision shall be automatically modified to the standards mandated by the applicable law and shall not be void.



COST ESTIMATE GEOTECHNICAL INVESTIGATION

EL PASO INTERNAT'L AIRPORT TAXIWAY K1, K2 and CONNECTOR RECONSTRUCTION

Proposal Number : G20-2919

Proposal Date				
FIELD SERVICES	Units	Quantity	Unit Price	Extension
Mobilization/Demobilization	each	1	\$2,500.00	\$2,500.00
mobilizatio support vehicle	day	7	\$100.00	\$700.00
Geo boringHollow stem Augers: 20 @ 10ft	foot	200	\$65.00	\$13,000.00
Tech for logging bore holes	each	24	\$60.00	\$1,440.00
Stake Borings/Utility Locate	hour	4	\$200.00	\$800.00
Test Pits for CBR - Bulk Samples	each	5	\$100.00	\$500.00
Coring (13 locations), Trailer, Generator	each	13	\$500.00	\$6,500.00
Core Barrel Supply	each	1	\$850.00	\$850.00
Porta Potty	each	1	\$500.00	\$500.00
Per Diem	day	3	\$200.00	\$600.00
Cleanning debris from Coring and Drilling	hour	6	\$150.00	\$900.00
		Subtotal:	Exploration :	\$28,290.00

LABORATORY TESTING	Units	Quantity	Unit Price	Extension				
Moisture Content and Classification	each	100	\$15.00	\$1,500.00				
Atterberg Limits	each	70	\$75.00	\$5,250.00				
Unconfined Compression - Soil	each	40	\$60.00	\$2,400.00				
Unconfined Compression - Rock	each	0	\$50.00	\$0.00				
Gradation (Percent Passing 200 Sieve)	each	50	\$50.00	\$2,500.00				
Lime Series	each	8	\$200.00	\$1,600.00				
Swell Test	each	15	\$95.00	\$1,425.00				
Dry Density	each	30	\$200.00	\$6,000.00				
Soluble Sulfates	each	15	\$85.00	\$1,275.00				
CBRs	each	4	\$1,000.00	\$4,000.00				
Particle Size Anaylsis (Hydrometer)	each	2	\$125.00	\$250.00				
Pocket Pentrometer	each	150	\$10.00	\$1,500.00				
Subtotal: Laboratory Testing : \$27,700.00								

ENGINEERING SERVICES	Units	Quantity	Unit Price	Extension
Classification				
Senior Geotechnical Engineer	hour	4	\$250.00	\$1,000.00
Staff Geotechnical Engineer	hour	40	\$210.00	\$8,400.00
Field Engineer	hour	16	\$135.00	\$2,160.00
Drafter	hour	3	\$40.00	\$120.00
Clerical	hour	4	\$40.00	\$160.00
		Subtotal: E	ngineering :	\$11,840.00

TOTAL ESTIMATED FEE \$67,830.00



Revised January 6, 2021

Garver 14160 N Dallas Parkway Dallas, TX 75254

Attention: Scott McReynolds, P.E.

Reference: El Paso International Airport – Taxiways K, K1, K2 & J Reconfiguration Revised Letter Proposal

Dear Scott:

We are pleased to submit this revised letter proposal to provide professional civil engineering services related to the referenced project (hereinafter referred to as the "Project"). The Project site is located within the airfield of the El Paso International Airport (EPIA). Improvements to the Project include realigning the taxiways to conform to current FAA regulations. As part of the realignment improvements, modifications to the existing drainage basin and underground utilities will be required.

Garver will require Moreno Cardenas Inc. (MCi) to perform the following tasks:

- Provide narrative and exhibit portions, related to drainage, to Garver for inclusion into the Preliminary Engineering Report.
- Drainage design services including but not limited to:
 - Drainage Evaluations
 - Design of relocated/resized detention ponds
- Review the opinion of probable construction cost estimate on all deliverables;
- City of El Paso permitting department coordination including, but not limited to:
 - o SWPPP Plans
 - SWPPP Binder for City review
 - City grading and drainage permitting/approval
- Work items shall be divided into the following phases:
 - Preliminary Design
 - Pre-Final Design
 - Final Design
 - Bidding Services
 - Construction Administration Services

Below is a description of the tasks to be performed by MCi.

TASK 100 – PROJECT MANAGEMENT SERVICES

100.1 Perform contract administration and management duties; prepare monthly progress reports and invoices.



100.2 Perform QC/QA reviews on all submittals, for all tasks and throughout the coordination of the project.

TASK 200 – COORDINATION SERVICES

- 200.1 Coordinate project with Garver and EPIA.
- 200.2 Assist Garver in coordinating progress reviews through the City of El Paso's One-Stop-Shop department during the preliminary and pre-final design phases of the project.

TASK 300 – PRELIMINARY ENGINEERING REPORT

300.1 Prepare narratives and exhibits related to the drainage to Garver for inclusion into the preliminary engineering report.

TASK 400 – PRELIMINARY DESIGN SERVICES

- 400.1 Prepare preliminary drainage design drawings consisting of: General Notes, Demolition Plan, Pond Site Plan, and Pond Grading Plan.
- 400.2 Review the preliminary OPCC prepared by Garver.
- 400.3 Prepare preliminary table of contents technical specifications.
- 400.4 Submit one (1) electronic PDF copy of MCi's preliminary design documents to Garver.
- 400.5 Meet with Garver and EPIA to receive comments on the preliminary design submittal.
- 400.6 Address preliminary design review comments.

TASK 500 – PRE-FINAL DESIGN SERVICES

- 500.1 Prepare pre-final design drawings consisting of: General Notes, Demolition Plan, Pond Site Plan, and Pond Grading Plan, Ponding Area Cross Sections, and Details.
- 500.2 Review the pre-final OPCC prepared by Garver.
- 500.3 Prepare pre-final technical specifications.
- 500.4 Submit one (1) electronic PDF copy of MCi's pre-final design documents to Garver.
- 500.5 Meet with Garver and EPIA to receive comments on the pre-final design submittal.
- 500.6 Address pre-final design review comments.

TASK 600 – FINAL DESIGN SERVICES

- 600.1 Prepare final design drawings consisting of: General Notes, Demolition Plan, Pond Site Plan, and Pond Grading Plan, Ponding Area Cross Sections, and Details.
- 600.2 Review the final OPCC prepared by Garver.
- 600.3 Prepare final technical specifications.
- 600.4 Submit one (1) electronic PDF copy of MCi's final design documents to Garver.
- 600.5 Meet with Garver and EPIA to receive comments on the final design submittal.
- 600.6 Address final design review comments from EPIA.
- 600.7 Submit signed and sealed construction documents to the City's One-Stop-Shop for review and comment. This will be performed when the final design documents are submitted to EPIA.



- 600.8 Address comments specific to the drainage received by the City's One-Stop-Shop and re-submit the construction documents.
- 600.9 Assist Garver in obtaining the stamped "Ready for Permit" issuance from the City's One-Stop-Shop.

TASK 700 - BIDDING SERVICES

700.1 Assist Garver with issuing addenda and responses to inquires as appropriate for the drainage items.

TASK 800 – CONSTRUCTION ADMINISTRATION SERVICES

- 800.1 Review contractor's submittals related to drainage designs.
- 800.2 Monitor the progress of work related to drainage designs (number of site visits at the discretion of MCi, but not to exceed two visits).
- 800.3 Respond to RFI's for work related to drainage designs.
- 800.4 Assist Garver with change orders related to drainage designs.
- 800.5 Prepare reproducible set of record drawings for MCi's design sheets.

PROJECT FEES

Task 100 – Project Management a lump sum of:	\$10,017.68
Task 200 – Coordination Services a lump sum of:	\$3,300.80
Task 300 – Preliminary Engineering Report Phase a lump sum of:	\$2,432.20
Task 400 – Preliminary Design Services a lump sum of:	\$8,974.25
Task 500 – Pre-Final Design Services a lump sum of:	\$8,659.35
Task 600 – Final Design Services a lump sum of:	\$7,410.65
Task 700 – Bidding Phase Services a lump sum amount of:	\$336.60
Task 800 - Construction Administration Services time & materials amount of:	\$5,179.30
Direct Costs a lump sum of:	<u>\$819.17</u>
Total Fe	e: \$47,130.00

EXCLUSIONS

- Utility coordination and relocation design services.
- Attending the pre-bid and bid opening meetings.
- Attending and assisting in the pre-construction conference.
- Attending the substantial and final completion walk-throughs.
- Preparing punch list items related to drainage designs.

We will bill Garver monthly for the above services and fees. The above financial arrangements are on the basis of prompt payment of bills and the orderly and continuous progress of the Project. We will furnish additional services as you may request. Additional services will be charged on the basis of the attached schedule of Hourly Billing Rates and Reimbursable Costs. Services resulting from significant changes in scope, extent or character of the Project or major changes in



documentation previously accepted by the client where changes, are due to cause beyond the control of MCi are considered Additional Services. This letter serves as acceptance of our proposal but we understand that a formal subconsultant contract will be entered with your firm. We look forward to working with you on this project.

Sincerely,

Un lun

Mark Medina, P.E. Project Manager – Vice President EPIA - TW K, K1, k2, and J Reconfiguration - Proposal - 16Dec20(Revised 06Jan21) Enclosures MM

The foregoing Fee Proposal/Letter of Agreement of Moreno Cardenas, Inc. is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Print (Type) Name of Authorized Representative and Title

Moreno Cardenas Inc. Taxiway K, K1, K2, & J Reconfiguration Itemized Fee Schedule Design, Bidding, and Construction Administration Services

	Senior Proje	ect Manager	Engineering /	Associate	CADD		Admin		Totals	
SCOPE OF WORK	Hours	\$287.11	Hours	\$103.15	Hours	\$65.15	Hours	\$92.29	Hours	Cost
TASK 100 - PROJECT MANAGEMENT										
100.1 Perform contract administration and management										
duties; prepare monthly progress reports and invoices.										
	8	\$2,296.88	0	\$0.00	0	\$0.00	16	\$1,476.64	24	\$3,773.52
100.2 Perform QC/QA reviews on all submittals, for all tasks	0	φ2,200.00	0	φ0.00	Ŭ	φ0.00	10	φ1,470.04	27	φ0,110.0 <u>2</u>
and throughout the coordination of the project.										
	16	\$4,593.76	16	\$1,650.40	0	\$0.00	0	\$0.00	32	\$6,244.16
SUBTOTALS	24	\$6,890.64	16	\$1,650.40	0	\$0.00	16	\$1,476.64	56	\$10,017.68
TASK 200 - COORDINATION SERVICES										
200.1 Coordinate project with Garver and EPIA.										
	0	\$0.00	16	\$1,650.40	0	\$0.00	0	\$0.00	16	\$1,650.40
200.2 Assist Garver in coordinating progress reviews through		,	-			• • • •		*		
the City of El Paso's One-Stop-Shop department during the										
preliminary and pre-final design phases of the project.										
	0	\$0.00	16	\$1,650.40	0	\$0.00	0	\$0.00	16	\$1,650.40
SUBTOTALS	0	\$0.00	32	\$3,300.80	Ő	\$0.00	0	\$0.00	32	\$3,300.80
TASK 300 - PRELIMINARY ENGINEERING REPORT							-			+ - ,
300.1 Prepare narratives and exhibits related to the drainage										
improvements to Garver for inclusion into the preliminary										
engineering report.										
	0	\$0.00	16	\$1,650.40	12	\$781.80	0	\$0.00	28	\$2,432.20
SUBTOTALS	0	\$0.00	16	\$1,650.40	12	\$781.80	0	\$0.00	28	\$2,432.20
TASK 400 - PRELIMINARY DESIGN SERVICES										
400.1 Prepare preliminary drainage design drawings										
consisting of: General Notes, Demolition Plan, Pond Site										
Plan, and Pond Grading Plan.										
	0	\$0.00	24	\$2,475.60	56	\$3,648.40	0	\$0.00	80	\$6,124.00
400.2 Review the preliminary OPCC prepared by Garver.										
	0	\$0.00	2	\$206.30	4	\$260.60	0	\$0.00	6	\$466.90
400.3 Prepare preliminary table of contents technical										
specifications.	0	\$0.00	2	\$206.30	0	\$0.00	0	\$0.00	2	\$206.30
400.4 Submit one (1) electronic PDF copy of MCi's	0	φ0.00	2	φ200.30	0	φ0.00	0	φ0.00	2	φ200.30
preliminary design documents to Garver.										
	0	\$0.00	1	\$103.15	0	\$0.00	0	\$0.00	1	\$103.15
400.5 Meet with Garver and EPIA to receive comments on										
the preliminary design submittal.			_							
	0	\$0.00	2	\$206.30	0	\$0.00	0	\$0.00	2	\$206.30
400.6 Address preliminary design review comments.										
	0	\$0.00	8	\$825.20	16	\$1,042.40	0	\$0.00	24	\$1,867.60
SUBTOTALS	0	\$0.00	39	\$4,022.85	76	\$4,951.40	0	\$0.00	115	\$8,974.25
TASK 500 - PRE-FINAL DESIGN SERVICES										

Moreno Cardenas Inc. Taxiway K, K1, K2, & J Reconfiguration Itemized Fee Schedule Design, Bidding, and Construction Administration Services

	Senior Proje	ct Manager	Engineering A		CADD		Admin		Totals	
SCOPE OF WORK	Hours	\$287.11	Hours	\$103.15	Hours	\$65.15	Hours	\$92.29	Hours	Cost
500.1 Prepare pre-final design drawings consisting of: General Notes, Demolition Plan, Pond Site Plan, and Pond Grading Plan, Ponding Area Cross Sections, and Details.										
	0	\$0.00	20	\$2,063.00	48	\$3,127.20	0	\$0.00	68	\$5,190.20
500.2 Review the pre-final OPCC prepared by Garver.	0	\$0.00	2	\$206.30	4	\$260.60	0	\$0.00	6	\$466.90
500.3 Prepare pre-final technical specifications.	0	\$0.00	8	\$825.20	0	\$0.00	0	\$0.00	8	\$825.20
500.4 Submit one (1) electronic PDF copy of MCi's pre-final design documents to Garver.	0	\$0.00	1	\$103.15	0	\$0.00	0	\$0.00	1	\$103.15
500.5 Meet with Garver and EPIA to receive comments on the pre-final design submittal.	0	\$0.00	2	\$206.30	0	\$0.00	0	\$0.00	2	\$206.30
500.6 Address pre-final design review comments.	0	\$0.00	8	\$825.20	16	\$0.00	0	\$0.00	24	\$1,867.60
SUBTOTALS		\$0.00	41	\$4,229.15	68	\$4,430.20	0	\$0.00 \$0.00	109	\$8,659.35
TASK 600 - FINAL DESIGN SERVICES						, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-			
600.1 Prepare final design drawings consisting of: General Notes, Demolition Plan, Pond Site Plan, and Pond Grading Plan, Ponding Area Cross Sections, and Details.							_			
600.2 Review the final OPCC prepared by Garver.	0	\$0.00	12	\$1,237.80	32	\$2,084.80	0	\$0.00	44	\$3,322.60
	0	\$0.00	2	\$206.30	4	\$260.60	0	\$0.00	6	\$466.90
600.3 Prepare final technical specifications.	0	\$0.00	4	\$412.60	0	\$0.00	0	\$0.00	4	\$412.60
600.4 Submit one (1) electronic PDF copy of MCi's final design documents to Garver.	0		1		0	\$0.00	0	\$0.00	1	
600.5 Meet with Garver and EPIA to receive comments on the final design submittal.		\$0.00	·	\$103.15			-			\$103.15
600.6 Address final design review comments from EPIA.	0	\$0.00	2	\$206.30	0	\$0.00	0	\$0.00	2	\$206.30
	0	\$0.00	8	\$825.20	8	\$521.20	0	\$0.00	16	\$1,346.40
600.7 Submit signed and sealed construction documents to the City's One-Stop-Shop for review and comment. This will be performed when the final design documents are submitted to EPIA.		#0.00	2	¢200 20		¢0.00		¢0.00	2	¢200 20
600.8 Address comments specific to the drainage received	0	\$0.00	2	\$206.30	0	\$0.00	0	\$0.00	2	\$206.30
by the City's One-Stop-Shop and re-submit the construction documents.		# 2.00		\$110.00		4504.00		\$ 2.00	10	4000 00
600.9 Assist Garver in obtaining the stamped "Ready for	0	\$0.00	4	\$412.60	8	\$521.20	0	\$0.00	12	\$933.80
Permit" issuance from the City's One-Stop-Shop.	0	\$0.00	4	\$412.60	0	\$0.00	0	\$0.00	4	\$412.60
SUBTOTALS		\$0.00 \$0.00	39	\$4,022.85	52	\$0.00 \$3,387.80	0	\$0.00 \$0.00	91	\$7,410.65

Moreno Cardenas Inc. Taxiway K, K1, K2, & J Reconfiguration Itemized Fee Schedule Design, Bidding, and Construction Administration Services

	Senior Proje	ct Manager	Engineering A	ssociate	CADD		Admin		Totals	
SCOPE OF WORK	Hours	\$287.11	Hours	\$103.15	Hours	\$65.15	Hours	\$92.29	Hours	Cost
TASK 700 - BIDDING SERVICES										
700.1 Assist Garver with issuing addenda and responses to inquires as appropriate for the drainage items.										
	0	\$0.00	2	\$206.30	2	\$130.30	0	\$0.00	4	\$336.60
SUBTOTALS	0	\$0.00	2	\$206.30	2	\$130.30	0	\$0.00	4	\$336.60
TASK 800 - CONSTRUCTION ADMINISTRATION SERVICES (TIME & MATERIALS)										
800.1 Review contractor's submittals related to drainage designs.	0	\$0.00	6	\$618.90	0	\$0.00	0	\$0.00	6	\$618.90
800.2Monitor the progress of work related to drainage designs (number of site visits at the discretion of MCi, but not to exceed two visits).	0	\$0.00	6	\$618.90	0	\$0.00	0	\$0.00	6	\$618.90
800.3 Respond to RFI's for work related to drainage designs.	0	\$0.00	6	\$618.90	0	\$0.00	0	\$0.00	6	\$618.90
800.4 Assist Garver with change orders related to drainage designs.	0	\$0.00	4	\$412.60	0	\$0.00	0	\$0.00	4	\$412.60
800.5 Prepare reproducible set of record drawings for MCi's design sheets.										
5	0	\$0.00	8	\$825.20	32	\$2,084.80	0	\$0.00	40	\$2,910.00
SUBTOTALS	-	\$0.00	30	\$3,094.50	32	\$2,084.80	0	\$0.00	62	\$5,179.30
SUBTOTALS	24	\$6,890.64	215	\$22,177.25	242	\$15,766.30	16	\$1,476.64	497	\$46,310.83

TOTAL DESIGN & BIDDING LUMP SUM FEE

\$41,131.53

\$5,179.30

TOTAL CA SERVICES TIME & MATERIALS FEE

DIRECT COSTS	UNIT	BILLING RATE	QTY	TOTAL
Mileage	mile	\$0.54	218	\$117.72
Copying	page	\$0.10	190	\$19.00
Plotting (24 x 36)	sheet	\$10.00	25	\$250.00
Reproduction (Full Size)	sheet	\$0.60	100	\$60.00
Reproduction (Specs)	sheet	\$0.15	503	\$75.45
Printing	sheet	\$0.30	500	\$150.00
Photos	each	\$1.00	147	\$147.00
			TOTAL	\$819.17

TOTAL FEE	\$ 647,130.00



HOURLY BILLING RATES AND REIMBURSABLE COSTS

Classification	Hourly Rates
1. Principal Engineer	\$287.11
2. Senior Project Manager	\$287.11
3. Project Manager	\$130.29
4. Engineer V	\$122.15
5. Engineer IV	\$103.15
6. Engineer III	\$97.72
7. Engineer I/II	\$86.86
8. Engineering Associate	\$103.15
9. Designer	\$81.43
10. Engineering Technician III	\$65.15
11. Engineering Technician II	\$54.29
12. Engineering Technician I	\$48.86
13. Administrative Manager	\$92.29
14. Administrative Assistant	\$65.15
15. Typist	\$46.15
16. Runner/Clerk	\$32.57
17. Resident Project Representative	\$95.01
18. Expert Witness Preparation and	\$320.31
Testimony	

Reimbursable Costs

1.	Mileage:	\$0.575/mile
2.	Sub-consultants:	Cost x 1.10
3.	All Direct Project Costs	Cost x 1.10
4.	Other reimbursable costs as determined by Project Principal.	

ATTACHMENT "C" CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the "GARVER, LLC" 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.

<u>REPORT/CONCEPT PHASE - NOT APPLICABLE</u>

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-ofway 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.
- Advise the Owner of any adjustment to the Consultant's previous opinion of probable 3. construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
- **4.** Prepare proposal forms.
- 5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

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. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
- 7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
- 8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
- 9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

- 10. Issue a "<u>Certificate of Substantial Completion</u>" 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-ofway 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 "EPIA TAXIWAY K, K1, K2 AND J RECONFIGURATION", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed SEVEN HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED EIGHTY THREE AND 50/100 DOLLARS (\$786,583.50) 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:

Report/Concept Phase	NOT APPLICABLE
Preliminary Design (30% Design)	\$ 264,048.00
Pre Final Design (60% Design)	\$ 154,942.00
Final Design (90% Design)	\$ 143,861.50
Bidding	\$ 13,568.00
Construction	\$ 576,419.50

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE – NOT APPLICABLE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten** (10) **copies** of any required documents and opinion of probable construction costs shall be submitted 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. 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 **45 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 **30 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 **5 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 **two** (2) **consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty (60) days from the date of substantial completion.

ATTACHMENT "E" INSURANCE CERTIFICATE

ACORD	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

						1,	/5/2021	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED								
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER Stephens Insurance, LLC			CONTACT NAME:	,				
111 Center Street, Suite 1	00		PHONE (A/C, No, Ext): 1-800-643-9691 (A/C, No): 501-377-2317					
Little Rock, AR 72201			E-MAIL ADDRESS:		(40,10).			
	INSURER(S) AFFORDING COVERAGE					NAIC #		
www.stephensinsurance.com						X\/)	25615	
INSURED			INSURER A: Charter Oak Fire Insurance Co (AM Best A INSURER B: Travelers Casualty Ins Co of America (A++)				19046	
Garver LLC					So of America (A++XV)	,	25674	
221 N. Kansas St						0		
Ste. 730 El Paso TX 79901					nsurance Company (A XV	')	13604	
			INSURER E: Underw	mers at Lloyd	15		AA-112010	
COVERAGES CEF		CATE NUMBER: 59554671	INSURER F :		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES								
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	equif Pert Poli	REMENT, TERM OR CONDITION AIN, THE INSURANCE AFFORD CIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	ст то у	WHICH THIS	
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs		
A COMMERCIAL GENERAL LIABILITY		630-1G052988	7/1/2020	7/1/2021	EACH OCCURRENCE	\$2,000	0,000	
CLAIMS-MADE 🖌 OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	000	
					MED EXP (Any one person)	\$10,00	00	
					PERSONAL & ADV INJURY	\$1,000	0,000	
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$4,000	0,000	
POLICY 🗸 PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$4,000	0,000	
OTHER:						\$		
A AUTOMOBILE LIABILITY		810-1N886537	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	0.000	
🖌 ANY AUTO					BODILY INJURY (Per person)	\$	-,	
OWNED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$		
HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
						\$		
C 🖌 UMBRELLA LIAB 🖌 OCCUR		CUP-6J09853A	7/1/2020	7/1/2021	EACH OCCURRENCE	\$10.00	00.000	
✓ EXCESS LIAB CLAIMS-MADE					AGGREGATE	, .	00,000	
DED V RETENTION \$10000						\$	00,000	
B WORKERS COMPENSATION		UB-7K425966	7/1/2020	7/1/2021	/ PER OTH-	Ψ		
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE					STATUTE ER E.L. EACH ACCIDENT	\$1,000	0.000	
OFFICER/MEMBER EXCLUDED?	N / A							
If yes, describe under					E.L. DISEASE - EA EMPLOYEE		-,	
DÉSCRIPTION OF OPERATIONS below D Professional Liability- Claims Made		1000634123201	7/1/2020	7/1/2021	E.L. DISEASE - POLICY LIMIT Each Claim		00.000	
Including Pollution Liability		Full Prior Acts applies.	., .,	.,	Aggregate	+)-	00,000	
E Maritime Employer's Liability		PSR083379	7/1/2020	7/1/2021	Combined Single Limit	\$1.00	00,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A					ψ1,00		
	•				,			
See Attached RE: 20A25602								
See Attached								
TW K, K1, K2, and J Reconfiguration								
20A25602			CANCELLATION					
			SHOULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE C		ED BEFORE	
City of El Paso SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCE THE EXPIRATION DATE THEREOF, NOTICE WILL BE D								
Attn: Contract Development Coor Capital Improvement Department	accordance with the policy provisions.							
218 N. Campbell St., Second Flo	or							
El Paso TX 79901			AUTHORIZED REPRESE	NTATIVE	readan A. A	Δ	IA R	
				1	NADOU A. A	ia	e e	
			Ted Grace	AV				

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ACORD 25 (2016/03)

AGENCY CUSTOMER ID: MER ID: _____ LOC #: _____

AC	
AC	

ACOND ADDITIONAL	REMARI	KS SCHEDULE	Page of
AGENCY	NA	MED INSURED	
Stephens Insurance, LLC		arver LLC	
POLICY NUMBER	22 St	1 N. Kansas St e. 730 Paso TX 79901	
630-1G052988	EI	Paso TX 79901	
	NAIC CODE		
Charter Oak Fire Insurance Co (AM Best A++XV)	25615 EFI	FECTIVE DATE: 7/1/2020	
ADDITIONAL REMARKS	23013	1/1/2020	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACOR	-		
FORM NUMBER: 25 FORM TITLE: Certificate of Liability	, ,		
HOLDER: City of El Paso Attn: Contract Development Coordinator ADDRESS: 218 N. Campbell St., Second Floor El Paso TX 79901	Capital Improve	ment Department	
Certificate Holder is an Additional Ir Endorsement CGD414(04/08) and Primary CGD037(04/05) if required in written of contract requires it to be included.	& Non-con	tributory basis by Blanket Endo	orsement
Certificate Holder is an Additional Ir Blanket Auto Endorsement CAT474 by if			sis per
Certificate Holder is an Additional Ir contributory basis per the follow form			
Waiver of Subrogation applies in favor Liability by Blanket Endorsement CGD37			ıeral
Waiver of Subrogation applies in favor Blanket Endorsement CAT353 if required			omobile by
Waiver of Subrogation applies under th written contract.	1e Umbrell	a per follow form wording if re	quired by
Waiver of Subrogation applies in favor Compensation by Blanket Endorsement WC WC420304 Texas. Form WC9903J9 Kansas.	2000313 if	required by written contract.	
Waiver of Subrogation applies in favor Liability if required by written contr Liability policy form SL20020110.			
If required by written contract, 30 da in the event of Cancellation, Non-rene ILT804 on the General Liability and II Notice of Cancel / Non-renewal will be Notice of Cancel, Non-renewal and Redu Liability Carrier per Blanket Endorsem	ewal and M LT354(03/9 e sent per uction of ment.	aterial Change per Blanket Endo 8) on the Automobile. Work Comp Blanket Endorsement Limits will be provided by the	orsement WC9906R5. Professional
Notice of Cancel for non-payment of pr specifically endorsed to the Professic certificate if applicable).			
***(Notice of Cancel for non-payment of Holder by Travelers Ins. Co. (applies Umbrella policies).			
Valuable Papers is provided under poli \$500,000.	Lcy # 630-	1G052988policy shown above with	ı a limit of
Work within railroad is covered as pro	ovided by	endorsement CG D3 79 02 19.	
Worker's Compensation Policy includes the policy per endorsement WC000106.	coverage	for USL&H exposures without end	orsement to

ACORD 101 (2008/01)

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 "Owner".

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. <u>GENERAL REQUIREMENT FOR CONTRACT</u>

- 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. <u>FAILURE TO COMPLY</u>

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1. Withhold progress payments or final payment,
- 2. Terminate the contract,
- 3. Seek suspension/debarment, or
- 4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.
- C. <u>CONTRACT PROVISIONS</u>
 - 1. <u>ACCESS TO RECORDS AND REPORTS</u> (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, 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 final payment is made and all pending matters are closed.

2. <u>AFFIRMATIVE ACTION (All AIP funded contracts that exceed \$10,000)</u>

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 57.8%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

- 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is El Paso, Texas, El Paso County.
- 3. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$150,000.)

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.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

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.

4. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)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 Federal Aviation Administration 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 complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

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 (\checkmark) or the letter "X".

□ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic products
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- □ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - 4. To furnish US domestic product for any waiver request that the FAA rejects.
 - 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title
* * * *	

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (\checkmark) or the letter "X".

□ Bidder or offeror 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 that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

5. <u>GENERAL CIVIL RIGHTS PROVISIONS</u> (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

6. <u>TITLE VI SOLICITATION NOTICE:</u>

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

7. <u>CIVIL RIGHTS-TITLE VI COMPLIANCE WITH</u> <u>NONDISCRIMINATION REQUIREMENTS</u> (all Contracts)

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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. 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.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

7. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all AIP contracts that exceed \$150,000)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds

\$150,000.

8. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT</u> <u>REQUIREMENTS</u> (all AIP funded 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.

9. <u>COPELAND "ANTI-KICKACK" ACT</u> (All Professional Service Agreement if tasks result in work that qualifies as Constructions, alteration, or repair and exceeds \$2,000)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON ACT

1. Minimum Wages.

(i) 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 the Secretary of Labor under the

Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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)(iv) 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 Part 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 (1)(ii) 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 easily be seen by the workers.

(ii)(A) 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:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) 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, Employment Standards Administration, 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.

(C) 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, 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.

(iii) 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.

(iv) 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.

2. Withholding.

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 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 work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, 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.

Payrolls and basic records relating thereto shall be maintained by (i) 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 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 that 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 that show the costs anticipated or the actual costs 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.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. 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 at www.dol.gov/whd/forms/wh347instr.htm or its successor 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 Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, 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 sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) 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:

(1) 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;

(2) Each laborer and 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 Regulations 29 CFR Part 3;

(3) 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.

(C) 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)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, 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 Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, 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.

(i) Apprentices. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(ii) Trainees. 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 that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that 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.

(iii) 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.

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.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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 Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- 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.
- 9. Disputes Concerning Labor Standards.

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.

(i) 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).

(ii) 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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

11. <u>CERTIFICATE REGARDING DEBARMENT AND SUSPENSION</u> (BIDDER OR OFFEROR) (all AIP funded 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.

12. <u>DISADVANTAGED BUSINESS ENTERPRISES</u> (all AIP-funded projects) Contract Assurance (§ 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 Department of Transportation-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 Owner 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.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] 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 [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

13. <u>DISTRACTED DRIVING</u> (All AIP funded Contracts that exceed \$3,500)

TEXTING WHEN DRIVING

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), the Federal Aviation Administration 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 subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

13. <u>ENERGY CONSERVATION REQUIREMENTS</u> (All AIP funded Contracts)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

14. <u>EQUAL EMPLOYMENT OPPORTUNITY (EEO)</u> (All Contracts in excess of \$10,000.00)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The

Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and

compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables. 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce. k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIPfunded 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. <u>PROHIBITION of SEGREGATED FACILITIES</u> (All AIP funded contracts in excess of \$10,000 for Professional Service Contracts that include tasks that qualify as Construction work as defined by 41 CFR, Part 60)

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

20. <u>PROCUREMENT OF RECOVERED MATERIALS</u> (Applies to any contact that includes Procurement of Products designated by Subpart B of 40 CFR, Part 247, where the purchase price or value of the item exceeds \$10,000 or the value of the quantity acquired by the proceeding fiscal year exceeded \$10,000) Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery

Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.
- 21. <u>RIGHTS TO INVENTIONS</u> (all AIP-funded projects) (All AIP funded Contracts, in excess of \$10,000.00 for Professional Service Contracts that include tasks that qualify as Construction work as defined by 1 C.F.R. part (a)). (All Contracts with small business firms for non-profit organizations that include performance of experimental, developmental, or research work).

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

21. <u>SEISMIC SAFETY – PROFESSIONAL SERVICE AGREEMENTS FOR</u> <u>DESIGN</u> (all Contracts for Construction of new buildings and additions to existing buildings financed in whole or in part through AIP)

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

22. <u>SEISMIC SAFETY – CONSTRUCTION SERVICE AGREEMENTS FOR</u> <u>DESIGN</u>

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

23. <u>TAX DELINQUENCY AND FELONY CONVICTIONS</u> (All AIP funded Contracts)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (\checkmark) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 3) The applicant represents that it is (____) is not (____) a corporation that has 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.
- 4) The applicant represents that it is (_____) is not (_____) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is 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.

24. <u>TERMINATION OF CONTRACT</u> (contracts that exceed \$10,000)

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- 1. Contractor must immediately discontinue work as specified in the written notice.
- 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3. Discontinue orders for materials and services except as directed by the written notice.
- 4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- 5. Complete performance of the work not terminated by the notice.
- Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.
 Owner agrees to pay Contractor for:
- 5) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 6) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 7) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

8) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action. The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

- 1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
- 2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- 3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
- 4. Fails to comply with material provisions of the Contract;
- 5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- 6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1. Perform the services within the time specified in this contract or by Owner approved extension;

- 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
- 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

25. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- 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 as published by the Office of the United States Trade Representative (USTR);
- 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

26. <u>VETERAN'S PREFERENCE</u>

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



EPIA Taxiway K, K1, K2, and J Reconfiguration

Professional Services Contract Amendment January 19, 2021

Request for Action

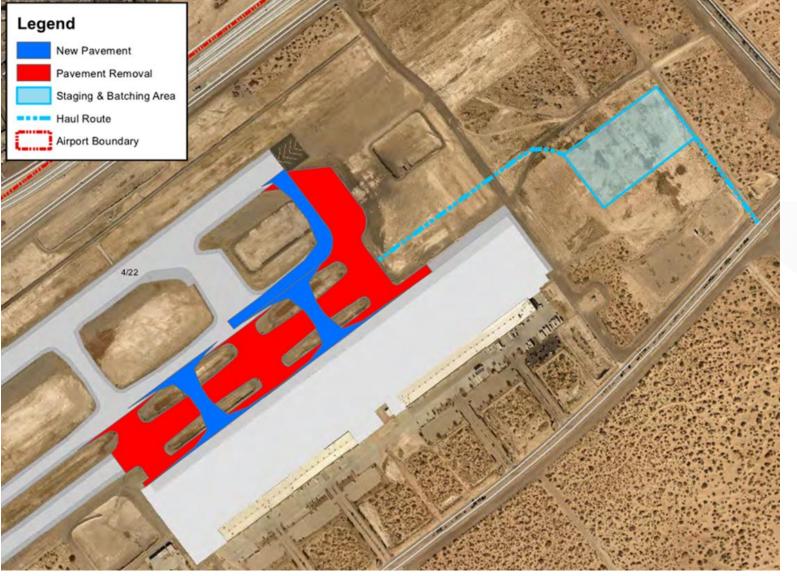
- Award of the design contract to Garver, LLC.
- Contract amount: \$786,583.50
- Funding Sources: \$707,925.15 (90%) AIP Grant \$78,658.35 (10%) FAA CARES Match







Project Location





Solicitation Summary

- Professional Services Agreement
 - Three (3) firms submitted Statement of Qualifications





Consultant Selection



- Selection process was qualification based through the City's A/E selection process
- Reasons for selecting consultant:
 - Demonstrated understanding of Federal Aviation Administration Advisory Circulars
 - Demonstrated project manager and team experience
 - Demonstrated project understanding and approach



VISION

MISSION

Deliver exceptional services to support a high quality of life and place for our community Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Integrity, Respect, Excellence, Accountability, People





Legislation Text

File #: 21-61, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

District 1

Planning and Inspections, Philip Etiwe, (915) 212-1553 Planning and Inspections, Raul Garcia, (915) 212-1643

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL: 3.1 Improve the visual impression of the community (gateways, corridors, intersections, and parkland)

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 on a request from Kinective Fitness Club, LLC for City Council to grant an exception from the prohibition of the sale of alcohol beverages within three hundred feet of a public or private school for a fitness gym requesting to sell beer and wine, for the property located at 1020 Belvidere, and legally described as a portion of Lot 1, Block 67-A, Chaparral Park #22, City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

File #: 21-61, Version: 2

Department Head:

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Planning and Inspections Department, Planning Division

AGENDA DATE: January 19, 2021

PUBLIC HEARING DATE: January 19, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Philip Etiwe, (915) 212-1553, etiwepf@elpasotexas.gov Raul Garcia, (915) 212-1643, garciar1@elpasotexas.gov

DISTRICT(S) AFFECTED: District 1

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes 3.2 Improve the visual impression of the community

SUBJECT:

Discussion and action on a request from Kinective Fitness Club, LLC for City Council to grant an exception from the prohibition of the sale of alcohol beverages within three hundred feet of a public or private school for a fitness gym requesting to sell beer and wine, for the property located at 1020 Belividere, and legally described as a portion of Lot 1, Block 67-A, Chaparral Park #22, City of El Paso, El Paso County, Texas. (District 1)

BACKGROUND / DISCUSSION:

N/A. This is a direct request to City Council.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

DEPARTMENT HEAD:

Stwe

Philip F. Etiwe, Director Planning and Inspection Department

MOTION

Motion made and second by City Council to grant an exception from the prohibition of the sale of alcoholic beverages within 300 feet of a public or private school requested from Kinective Fitness Club, LLC for the property located at 1020 Belvidere Street, and legally described as a portion of Lot 1, Block 67-A, Chaparral Park #22, City of El Paso, El Paso County, Texas.

City Council grants this exception after notice and public hearing and makes the following determination that the enforcement of the prohibition in this particular instance:

- 1. Is not in the best interest of the public;
- 2. Constitutes waste or the inefficient use of land or other resources;
- 3. Creates an undue hardship on an applicant;
- 4. Does not serve its intended purpose;
- 5. Is not effective or necessary; or
- 6. After consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

APPROVED on this _____ day of _____, 2021.

THE CITY OF EL PASO:

Oscar Leeser Mayor

Laura D. Prine

ATTEST:

City Clerk

APPROVED AS TO FORM:

Leslie B. Joan-Pierre Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director Planning & Inspections Department



Planning and Inspections

MAYOR

District 6

District 7 Henry Rivera

District 8

Cissy Lizarraga

CITY MANAGER

Tommy Gonzalez

Claudia L. Rodriguez

Oscar Leeser

MEMORANDUM

CITY COUNCIL						
District 1 Peter Svarzbein	то:	The Honorable Mayor and Council Tommy Gonzalez, City Manager				
District 2 Alexsandra Annello	FROM:	Raul Garcia, Planning Program Manager				
District 3 Cassandra Hernandez	DATE:	January 5, 2021				
District 4 Joe Molinar	RE:	Appeal of Prohibition of Sale of Alcoholic Beverages – 1020 Belvidere				
District 5 Isabel Salcido						

Kinective Fitness Club, LLC applied to the City for an alcoholic beverage license and was denied because the proposed location at 1020 Belvidere is within 300 feet of Polk Elementary School and Premier High School

The Planning Division determined that:

- The subject property is located within 300 feet of a public or private school; and,
- The location does not qualify for the license under any "grandfathering" provisions in the El Paso City Code.

The applicant was informed the El Paso City Code prohibits the sale, storage or handling of alcoholic beverages for the purpose of sale in any zoning district where the place of business is located within three hundred feet of a church, public or private school, public hospital, day-care center or child-care facility, however, this section shall not apply where the applicant has approval in writing from the affected church, public or private school, public hospital, day-care center or child-care facility. The applicant was unable to obtain approval in writing from the school.

The applicant was informed the El Paso City Code allows an exception to be granted by City Council from the prohibition of the sale of alcoholic beverages within 300 feet of a church, school, commercial day care or public hospital after making certain

Philip F. Etiwe, Director

Planning and Inspections Department | 801 Texas Ave. | El Paso, TX 79901 Office: (915) 212-0104 | FAX: (915) 212-0084





Planning and Inspections

MAYOR Oscar Leeser

CITY COUNCIL

District 1 Peter Svarzbein

District 2 Alexsandra Annello

District 3 Cassandra Hernandez

District 4 Joe Molinar

District 5 Isabel Salcido

District 6 Claudia L. Rodriguez

District 7 Henry Rivera

District 8 Cissy Lizarraga

CITY MANAGER Tommy Gonzalez determinations listed in Title 20, *Zoning*; Section 20.10 *Supplemental Use Regulations*; Subsection 20.10.060.B.7 *Alcoholic beverages*:

The city council may grant an exception from prohibition of the sale of alcoholic beverages within three hundred feet of a church, school, commercial day car or public hospital after notice and public hearing if the council determines that the enforcement of the prohibition in a particular instance:

- a. Is not in the best interest of the public;
- b. Constitutes waste or the inefficient use of land or other resources;
- c. Creates an undue hardship on an applicant;
- d. Does not serve its intended purpose;
- e. Is not effective or necessary; or
- f. For any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

The subject property is within 300 feet of a public or private school; there are no other day-care centers, child-care facilities, churches, public or private schools, or public hospitals within 300 feet of the subject property.

The distance between the place of business where alcoholic beverages are sold and a school shall be measured in direct line from the property line of the school to the property line of the place of business, and in a direct line across intersections.

Philip F. Etiwe, Director

Planning and Inspections Department | 801 Texas Ave. | El Paso, TX 79901 Office: (915) 212-0104 | FAX: (915) 212-0084







ITEM 42

Request to waive prohibition of alcohol sales within 300 feet of a public school









Aerial



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



Integrity, Respect, Excellence, Accountability, People

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

File #: 21-70, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Museums & Cultural Affairs, Ben Fyffe, (915) 212-1766

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Choose an item.

<u>SUBGOAL</u>: Choose an item.

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 on a Resolution to authorize the City Manager or a designee to enter into contracts and amendments to contracts to carry out the 2021 Public Art Plan.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

File #: 21-70, Version: 1

Department Head:

If Agenda Item Summary Form is initiated by Purchasing, client department should sign also

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

DEPARTMENT: Museums & Cultural Affairs

AGENDA DATE: January 19, 2021

CONTACT PERSON/PHONE: Ben Fyffe, 212-1766

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 3: Promote the Visual Image of El Paso Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural & Educational Environments

SUBJECT:

Approve a resolution to authorize the City Manager or a designee to enter into contracts and amendments to contracts to carry out the 2021 Public Art Plan

BACKGROUND / DISCUSSION:

By ordinance, MCAD is required to bring to council an annual plan. The plan includes updates on projects in progress and requests for approval on budgets for projects to be initiated in the calendar year.

PRIOR COUNCIL ACTION:

Council has approved annual plan every year since 2007.

AMOUNT AND SOURCE OF FUNDING:

\$1,475,000 pulled from 2% allocations of 2012 QOL and 2019 Public Safety Bonds and Certificates of Obligation from 2013, 2014 and 2015.

BOARD / COMMISSION ACTION:

Approval by Public Art Commission on November 10, 2020 and by Museums & Cultural Affairs Advisory Board on December 17, 2020.

DEPARTMENT HEAD:

Ben Fyffe, Cultural Affairs and Recreation Director

RESOLUTION

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

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

WHEREAS, the 2021 Public Art Plan (the "Plan") attached hereto as Exhibit "A" has been approved by the Public Art Committee ("PAC") and the Museums and Cultural Affairs Advisory Board ("MCAAB"), and is being recommended to Council; and

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

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

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

1. That the Plan, attached hereto, be and is hereby officially adopted.

2. That Plan includes new projects to be initiated in the 2021 fiscal year, and describes the planned location, proposed budget, timetable, and artist selection process for each project, and contains updates on public art projects in progress.

3. That adoption of the Plan is fully funded through 2010, 2011, 2012, 2013, 2017, 2018, and 2019 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; and the 2019 Public Safety Bonds.

4. That the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Plan as described in Exhibit "A". If an artist identified in the Plan is unable or unwilling to finalize a contract with the City, then the City Manager is authorized to execute a contract amendments with a new artist as selected by the Museum and Cultural Affairs Department approved by the Public Art Committee.

(Signatures on the following page)

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Russell T. Abeln Assistant City Attorney

APPROVED AS TO CONTENT:

Ben Fyffe, Director Cultural Affairs & Recreation

(Exhibit "A" on the following page)

EXHIBIT "A"

				E>	chibit "A" Publi	c Art Plan 20	21	
District	Project	Location	Selection Process	Artist	Appropriated Funds	Additional Allocations	Total Allocations	Timelir
					New Pro	ojects		
2	Alabama Street Mural Replacement	Alabama St. @ Broadus Ave.	Invitational Competition	TBD	\$120,000	\$0	\$120,000	TBD
3	August 3rd Memorial	7500 W H Burgess Dr.	Direct Select	TBD	\$250,000	\$0	\$250,000	TBD
5	Esperanza Moreno Library Renovation	12480 Pebble Hills Blvd.	Pre-Qualified Artist Pool	TBD	\$150,000	\$0	\$150,000	TBD
3	Geronimo Drive Mural Replacement	Geronimo Dr.	Invitational Competition	TBD	\$160,000	\$0	\$160,000	TBD
8	Leo Cancellare Pool Renovation	650 Wallenberg Dr.	Pre-Qualified Artist Pool	TBD	\$150,000	\$0	\$150,000	TBD
5	Police Department Eastside Regional Command	TBD	Invitational Competition	TBD	\$500,000	\$0	\$500,000	TBD
All	Public Art Master Plan	Citywide	RFQ	TBD	\$100,000	\$0	\$100,000	TBD
			I		Public Art Projec	cts in Progress		
8	Arts Festival Plaza Water Wall Improvements	1 Arts Festival Plaza	Invitational Competition	TBD	\$400,000	\$0	\$400,000	TBD
8	Bienvenido	El Paso St. & San Antonio Ave. Roundabout	Pre-Qualified Artist Pool	Christopher Weed	\$250,000	\$20,000	\$270,000	Jun-2
8	Chamizal Recreation Center/Library	2119 Cypress Ave.	Direct Selection	Jesus "Cimi" Alvarado	\$500,000	\$0	\$500,000	May-2
8	Children's Museum Umbrella Canopy	201 W. Main St.	Invitational Competition	FUTUREFORMS	\$835,000	\$0	\$835,000	Apr-22
3	Clardy Fox Library Renovations	5515 Robert Alva Ave.	Direct Selection	Adrian Lopez	\$90,000	\$25,000	\$115,000	Nov-2
8	Country Club Rd. Roundabout	Country Club Rd. and Memory Dr.	Direct Selection	Laura Turon	\$90,000	\$70,000	\$160,000	TBD
5	Eastside Regional Park Archway	13501 Jason Crandall Dr.	Open Competition	Mark Grieve	\$300,000	\$0	\$300,000	Jun-21
5	Eastside Regional Water Park	13501 Jason Crandall Dr.	Open Competition	Olalekan Jeyifous	\$220,000	\$0	\$220,000	Feb-2
5	Eastside Regional Park Phase 2 Memorial	13501 Jason Crandall Dr.	Direct Selection	TBD	\$150,000	\$0	\$150,000	TBD
5	Eastside Regional Park Phase 2 Roundabout	13501 Jason Crandall Dr.	Open Competition	Joshua Wiener	\$95,000	\$0	\$95,000	TBD
5	Far East Transfer Center	12781 Edgmere Blvd.	Open Competition	Aaron Stephan	\$100,000	\$0	\$100,000	Aug-2
1	Fire Station 36	1960 N Resler Dr.	Pre-Qualified Artist Pool	TBD	\$200,000	\$0	\$200,000	TBD

line	Summary
D	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
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D	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
D	The Public Art Master Plan will be a 10 year plan that will include a vision for the program, strategies for accomplishing that vision, and implementation recommendations.
D	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
21	Artist is currently fabricating the art piece which will be integrated into the project.
-21	Local artist completed mural which will be integrated into the project as a glass façade on the exterior of the recreation center.
22	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
-21	Local artist is currently designing the art piece which will be integrated into the project.
D	Local artist is currently designing the art piece which will be integrated into the project.
21	Artist has installed piece and is currently working on the lighting portion of the art piece.
21	Artist is currently fabricating the art piece which will be integrated into the project.
D	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
D	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
-21	Artist is currently designing the art piece which will be integrated into the project.
D	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.

6	Fire station 38	TBD	Pre-Qualified Artist Pool	TBD	\$200,000	\$0	\$200,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Special Teams Consolidation (Fire Stations 1, 9, 11)	TBD	Pre-Qualified Artist Pool	TBD	\$450,000	\$0	\$450,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
3	Hawkins Blvd. Improvements Viscount Boulevard Roadway Lighting and Median Landscape Sunglow/Lockheed Landscaping	TBD	Invitational Competition	TBD	\$800,000	-\$250,000	\$550,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
2	Lower Beaumont Project	5005 N Piedras St.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Main Library Children's Area	501 N. Oregon St.	Open Competition	TBD	\$215,000	\$0	\$215,000	TBD	Local artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Men of Company E Memorial at MACC	510 N Santa Fe St.	Direct Selection	Julio Sanchez	\$615,000	\$0	\$615,000	TBD	Artist is currently fabricating the art piece which will be integrated into the project.
1,8	Mesa St and I-10 Improvements	110 @ Mesa St.	Open Competition	TBD	\$500,000	\$0	\$500,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
2,3	Montana and Mescalero Improvements	Montana Ave. @ Mescalero Dr.	Open Competition	TBD	\$300,000	\$0	\$300,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
2,3,5,8	Montana Rapid Transit System	Montana Corridor	Open Competition	George Bates	\$350,000	\$0	\$350,000	Aug-21	Artist is currently fabricating the art piece which will be integrated into the project.
6	Pavo Real Recreation Center Improvements	9301 Alameda Ave.	Invitational Competition	Rene Nevarez	\$150,000	\$0	\$150,000	Nov-21	Local artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
TBD	Police & Fire Departments Academy	TBD	Pre-Qualified Artist Pool	TBD	\$800,000	\$0	\$800,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
TBD	Police Department Headquarters	TBD	Pre-Qualified Artist Pool	TBD	\$1,250,000	\$0	\$1,250,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
4	Railroad Reconstruction	Farah Dr. to Purple Heart Memorial Highway	Open Competition	Douwe Blumberg	\$200,000	\$0	\$200,000	TBD 2025	Artist is currently designing the art piece which will be integrated into the project.
All	Site work for new projects	Citywide	N/A	N/A	\$750,000	\$0	\$750,000	Continuous	Allocation for sitework lighting, foundations, and landscaping for new projects as needed.
All	Site/visitor amenities	Citywide	N/A	N/A	\$400,000	\$0	\$400,000	Continuous	Allocation for site amenities as needed.
All	Streetscape Projects	Citywide	Invitational Competition	TBD	\$250,000	\$0	\$250,000	Continuous	Artist to be selected to design streetscape elements on eligible street projects as identified in Public Art Streetscape Aesthetics Plan and the CID Street Infrastructure project list.
					Total allo	cations	\$11,905,000		





2021 Public Art Plan

COUNCIL STRATEGIC GOAL FOUR

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

4.1: Deliver Bond Projects Impacting Quality of Life Across the City in a Timely, Efficient Manner





Deliver exceptional services to support

a high quality of life and place for our community.

Beyond enhancing El Paso's visual image, public art is also a focused way to assert our quality of place and shared history.

A 2018 national study showed that 70% of Americans believe the "arts improve the image and identity of their community."*

*Americans for the Arts: Americans Speak Out About The Arts in 2018:An In-Depth Look at Perceptions and Attitudes About the Arts in America





BENCHMARKING OTHER PUBLIC ART PROGRAMS

Program	Established	Average Projects Completed/Year	Number of Staff	
City of El Paso Public Art Program	2006	8	2	
City of Dallas Public Art Program	1989	9-10	4	
Fort Worth Public Art	2001	3-4	6	
Houston Arts Alliance	1999	3-4	10	





THE CITY OF EL PASO PUBLIC ART PROGRAM

To date the program has:

- Completed 72 Projects
- Established the Art Purchase Program with 186 Acquisitions
- Worked with 227 Artists, 80% being Local Artists
- Provided 40 Local Artists with professional apprenticeships through the Allied Artist Program
- Impacted over 110 Local Businesses with Public Art Projects
- Received 10 National awards and has been featured in 18 National publications





PROJECTS RECENTLY COMPLETED

District	Project Location		Artist	Title	Budget	Timeline
2	District 2 Water Park	strict 2 Water Park 819 Chelsea St.		Mythical Mayans	\$200,000	February 2020
4	District 4 Water Park	9700 Gateway Blvd. North	John Davis	Crescendo	\$140,000	February 2020
7	District 7 Water Park	1225 Giles Rd.	Simon Donovan	Folklorico	\$150,000	March 2020
3	Valle Bajo Community Center	7380 Alameda Ave.	Osman Akan	Voids	\$200,000	March 2020
5	Eastside Regional Park Plaza	13501 Jason Crandall Dr.	Brad Goldberg	Oasis Sombrio	\$205,000	August 2020
7	Sylvia A. Carreon Community Center	715 Lomita Dr.	Blessing Hancock	Narrativa	\$200,000	August 2020
8	Polly Harris Senior Center	650 Wallenberg Dr.	Terry Wright & Kathryn Gelinas	Living Desert	\$20,000	August 2020
5	RC Poe Roundabout	Edgemere Blvd. & RC Poe Rd.	Art Garcia	Whirlwind	\$70,000	August 2020
4	Chuck Heinrich Park	Officer Andrew Barcena Dr.	May & Watkins Design	Desert Blossom	\$75,000	January 2021

PROJECTS NEAR COMPLETION

District	Project	Location	Artist	Title	Budget	Timeline	
5	Eastside Regional Water Park	13501 Jason Crandall Dr.	Olalekan Jeyifous	Desert in Bloom	\$220,000	March 2021	5





MYTHICAL MAYANS - ARTIST: MADELINE WIENER - LOST KINGDOM WATER PARK - DISTRICT 2





CRESCENDO - ARTIST: JOHN DAVIS - CAMP COHEN WATER PARK - DISTRICT 4



FOLKLORICO - ARTIST: SIMON DONOVAN - CHAPOTEO WATER PARK - DISTRICT 7

931









VOIDS - ARTIST: OSMAN AKAN - VALLE BAJO COMMUNITY CENTER - DISTRICT 3







OASIS SOMBRIO - ARTIST: BRAD GOLDBERG - THE BEAST URBAN PARK PLAZA - DISTRICT 5



NARRATIVA - ARTIST: BLESSING HANCOCK - SYLVIA A. CARREON COMMUNITY CENTER - DISTRICT 7

935







937

WHIRLWIND - ARTIST: ART GARCIA - RC POE ROUNDABOUT - DISTRICT 5



.5

938



DESERT BLOSSOM - ARTIST: MAY & WATKINS DESIGN - CHUCK HEINRICH MEMORIAL PARK - DISTRICT 4







NEW PROJECTS AND NEW ALLOCATIONS 2021 PUBLIC ART PLAN



District	Project	Location	Selection Process	Allocations	Additional Allocations	Total Allocations	Timeline
2	Alabama Street Mural Replacement	Alabama St. @ Broadus Ave.	Invitational Competition	\$120,000	\$0	\$120,000	TBD
3	August 3 rd Memorial	7500 W H Burgess Dr.	Direct Select	\$250,000	\$0	\$250,000	TBD
5	Esperanza Moreno Library Renovation	12480 Pebble Hills Blvd.	Pre-Qualified Artist Pool	\$150,000	\$0	\$150,000	TBD
3	Geronimo Drive Mural Replacement	Geronimo Dr.	Invitational Competition	\$160,000	\$0	\$160,000	TBD
8	Leo Cancellare Pool Renovation	650 Wallenberg Dr.	Pre-Qualified Artist Pool	\$150,000	\$0	\$150,000	TBD
5	Police Department Eastside Regional Command	14301 Pebble Hills Blvd.	Invitational Competition	\$500,000	\$0	\$500,000	TBD
All	Public Art Master Plan	Citywide	RFQ	\$100,000	\$0	\$100,000	2022





PROJECTS IN PROGRESS

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
8	Bienvenido	El Paso St. & San Antonio Ave. Roundabout	Pre-Qualified Artist Pool	Christopher Weed	\$250,000	\$20,000	\$270,000	Jun-2021
8	Arts Festival Plaza Water Wall Improvements	1 Art Festival Plaza	Invitational Competition	TBD	\$400,000	\$0	\$400,00	TBD
8	Chamizal Recreation Center/Library	2119 Cypress Ave.	Direct Selection	Jesus "Cimi" Alvarado	\$500,000	\$0	\$500,000	May-2021
8	Children's Museum Umbrella Canopy	201 W. Main Dr.	Invitational Competition	FUTUREFORMS	\$835,000	\$0	\$835,000	Apr-2022
3	Clardy Fox Library Renovations	5515 Robert Alba Ave.	Direct Selection	Adrian Lopez	\$90,000	\$25,000	\$115,000	Nov-2021
8	Country Club Rd. Roundabout	Country Club Rd. and Memory Dr.	Direct Selection	Laura Turon	\$90,000	\$70,000	\$160,000	TBD
5	Eastside Regional Park Archway	13501 Jason Crandall Dr.	Open Competition	Mark Grieve & Ilana Spector	\$300,000	\$0	\$300,000	Jun-2021
5	Eastside Regional Water Park	13501 Jason Crandall Dr.	Open Competition	Olalekan Jeyifous	\$200,000	\$0	\$220,000	Feb-2021
5	Eastside Regional Park Phase 2 Memorial *	13501 Jason Crandall Dr.	Direct Selection	TBD	\$150,000	\$0	\$150,000	TBD
5	Eastside Regional Park Phase 2 Roundabout *	13501 Jason Crandall Dr.	Open Competition	Joshua Wiener	\$95,000	\$0	\$95,000	TBD





PROJECTS IN PROGRESS

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
5	Far East Transfer Center	12781 Edgemere Blvd.	Open Competition	Aaron Stephan	\$100,000	\$0	\$100,000	Aug-2021
1	Fire Station 36 *	1960 N. Resler Dr.	Pre-Qualified Artist Pool	TBD	\$200,000	\$0	\$200,000	TBD
6	Fire Station 38	TBD	Pre-Qualified Artist Pool	TBD	\$200,000	\$0	\$200,00	TBD
8	Special Teams Consolidation (Fire Stations 1, 9, 11)	TBD	Pre-Qualified Artist Pool	TBD	\$450,000	\$0	\$450,000	TBD
3	Hawkins Blvd. Improvements Viscount Blvd. Roadway Lighting and Median Landscape Sunglow/Lockheed Landscaping	TBD	Invitational Competition	TBD	\$800,000	- \$250,000	\$550,000	TBD
2	Lower Beaumont Project	5005 N. Piedras St.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD
8	Main Library Children's Area *	501 N. Oregon St.	Open Competition	TBD	\$215,000	\$0	\$215,000	TBD
8	Men of Company E Memorial at MACC *	510 N. Santa Fe St.	Direct Selection	Julio Sanchez	\$615,000	\$0	\$615,000	TBD
1,8	Mesa St. and I-10 Improvements	I-10 @ Mesa St.	Open Competition	TBD	\$500,000	\$0	\$500,000	TBD



CITY OF EL PASO

PROJECTS IN PROGRESS

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
2,3	Montana and Mescalero Improvements	Montana Ave. @ Mescalero Dr.	Open Competition	TBD	\$300,000	\$0	\$300,000	TBD
2,3,5,8	Montana Rapid Transit System	Montana Corridor	Open Competition	George Bates	\$350,000	\$0	\$350,000	Aug-2021
6	Pavo Real Recreation Center Improvements	9301 Alameda Ave.	Invitational Competition	Rene Nevarez	\$150,000	\$0	\$150,000	Nov-2021
TBD	Police & Fire Departments Academy *	TBD	Pre-Qualified Artist Pool	TBD	\$800,000	\$0	\$800,000	TBD
TBD	Police Department Headquarters	TBD	Pre-Qualified Artist Pool	TBD	\$1,250,000	\$0	\$1,250,000	TBD
4	Railroad Reconstruction *	Farah Dr. to Purple Heart Memorial Highway	Open Competition	Douwe Blumberg	\$200,000	\$0	\$200,000	TBD 2025
All	Site work for new projects	Citywide	N/A	N/A	\$750,000	\$0	\$750,000	Continuous
All	Site/visitor amenities	Citywide	N/A	N/A	\$400,000	\$0	\$400,000	Continuous
All	Streetscape Projects	Citywide	Invitational Competition	TBD	\$250,000	\$0	\$250,000	Continuous







BIENVENIDO - ARTIST: CHRISTOPHER WEED - EL PASO ST. ROUNDABOUT - DISTRICT 8



23

946

EL PASO **DOWNTOWN ARTS** DISTRICT

DOWNTOWN ARTS DISTRICT

HOTEL PASO DEL NORTE



BIENVENIDO – CHIRSTOPHER WEED

PASEO DE LAS LUCES

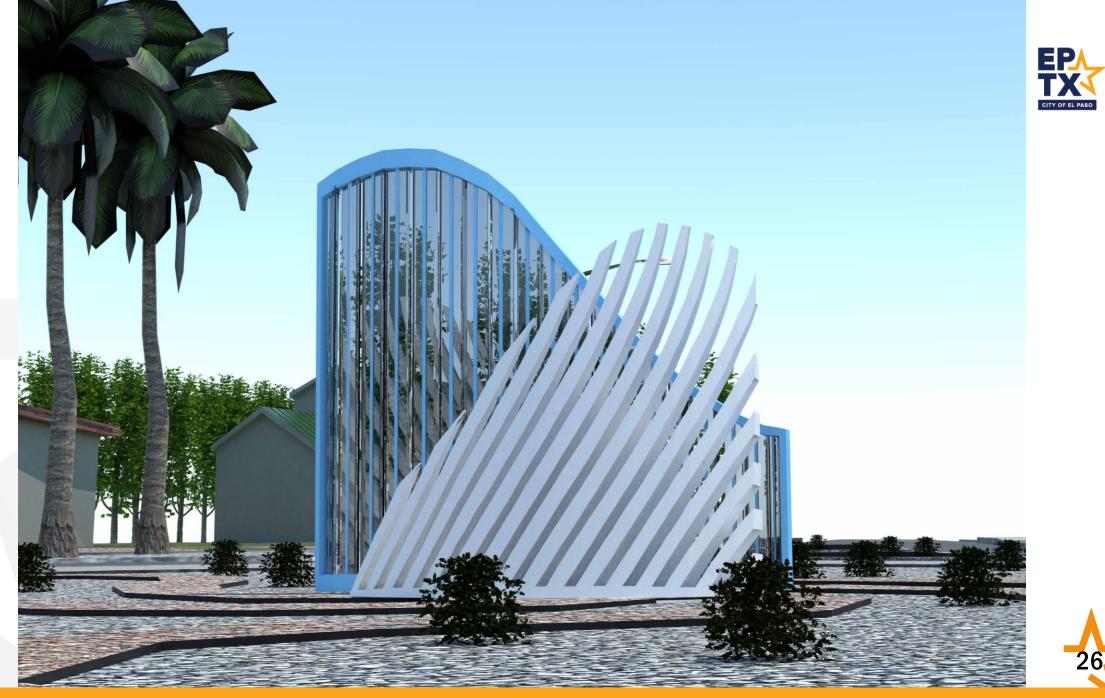
PLAZA HOTEL



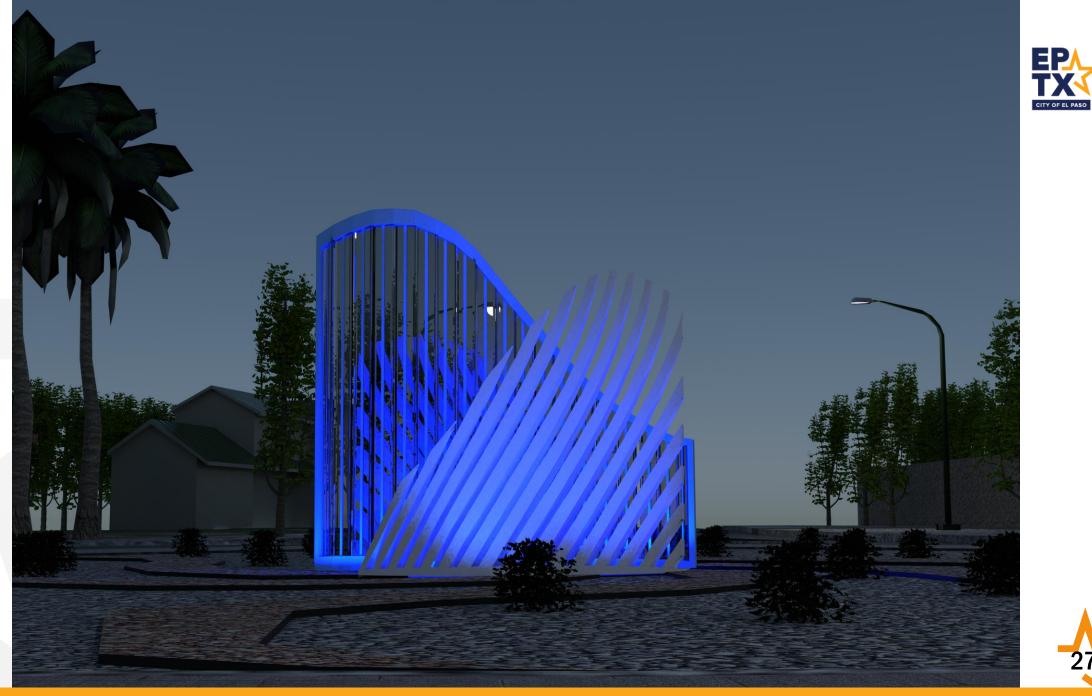
BLURRED BOUNDARIES - ARTIST: JESUS "CIMI" ALVARADO - CHAMIZAL RECREATION CENTER - DISTRICT 8



WEATHERSCAPE - ARTIST: FUTUREFORMS - EL PASO CHILDREN'S MUSEUM - DISTRICT 8



UNITY - ARTIST: LAURA TURON - COUNTRY CLUB ROUNDABOUT - DISTRICT 8

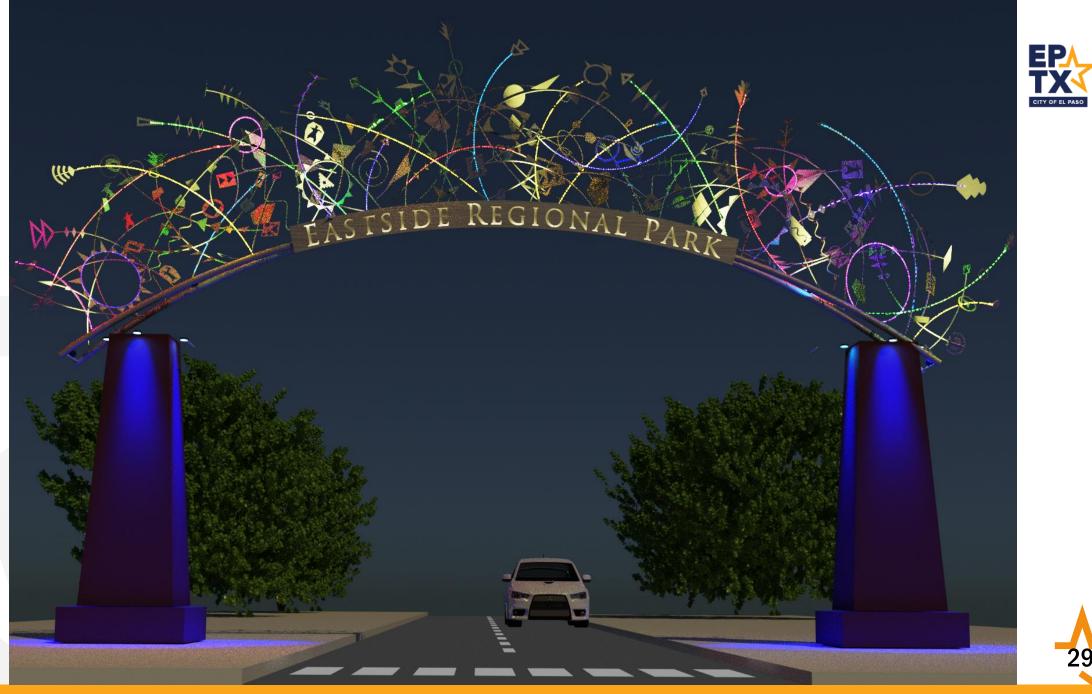


UNITY - ARTIST: LAURA TURON - COUNTRY CLUB ROUNDABOUT - DISTRICT 8

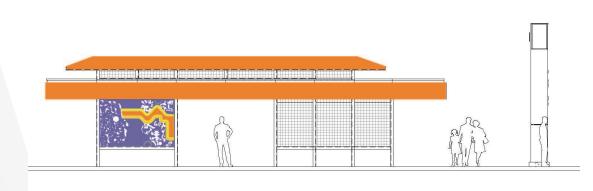


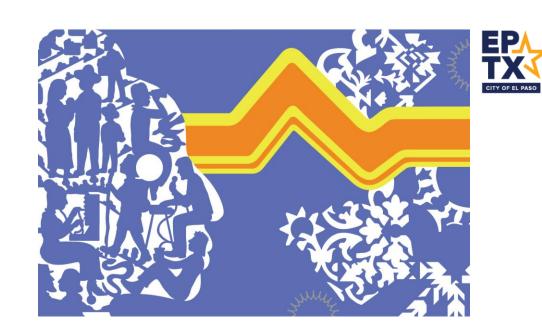


HUECO GATEWAY ARCHWAY - ARTIST: MARK GRIEVE & ILANA SPECTOR - THE BEAST URBAN PARK - DISTRICT 5



HUECO GATEWAY ARCHWAY - ARTIST: MARK GRIEVE & ILANA SPECTOR - THE BEAST URBAN PARK - DISTRICT 5









ACIES - ARTIST: GEORGE BATES - MONTANA RAPID TRANSIT SYSTEM - DISTRICTS 2, 3, 5, 8



QUESTIONS?



File #: 21-66, Version: 1

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Community & Human Development, Nicole Ferrini, (915) 212-1659

PUBLIC HEARING DATE: Click or tap to enter a date.

STRATEGIC GOAL:

Goal 8 - Nurture and Promote a Healthy, Sustainable Community

<u>SUBGOAL</u>: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

APPROVE a Resolution / Ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action on a Resolution authorizing the City Manager, or designee, to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas for Texas Emergency Rental Assistance Program (TERAP) funds and to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards from the City (Sub-Grantee Agencies) for TERAP funds, as well as all certifications, performance reports, and related documents for Texas Department of Housing and Community Affairs (TDHCA) and Sub-Grantee Agencies.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

TDHCA has made available \$1,977,081.66 from the state allocation of CDBG-CV funds to the City of El Paso to provide emergency rental assistance. TERAP provides rental assistance to income-eligible households impacted by COVID-19 to help them stay housed during the pandemic. The program can pay up to six months of an eligible household's rent, including rental arrears, with at least one of those months covering a month of future rent. As a set-aside within the program, 10% of funds are specifically earmarked to provide the Texas Eviction Diversion Program (TEDP) which provides rental assistance to tenants who have been sued for eviction, providing the landlord and tenant an alternative to eviction.

PRIOR COUNCIL ACTION:

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

File #: 21-66, Version: 1

AMOUNT AND SOURCE OF FUNDING:

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

\$1,977,081.66 in State CDBG-CV funds through TDHCA TERAP.

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

DEPARTMENT:	Community and Human Development
AGENDA DATE:	January 19, 2021
CONTACT PERSON/PHONE:	Nicole Ferrini, Chief Resilience Officer, 212-1659, ferrininm@elpasotexas.gov
DISTRICT(S) AFFECTED:	All Districts

SUBJECT:

A resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive \$1,977,081.66 in Texas Emergency Rental Assistance Program (TERAP) funds from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of TERAP funds from the City, as well as all certifications, performance reports, and other related documents.

BACKGROUND / DISCUSSION:

TDHCA has made available \$1,977,081.66 from the state allocation of CDBG-CV funds to the City of El Paso to provide emergency rental assistance. TERAP provides rental assistance to income-eligible households impacted by COVID-19 to help them stay housed during the pandemic. The program can pay up to six months of an eligible household's rent, including rental arrears, with at least one of those months covering a month of future rent. As a set-aside within the program, 10% of funds are specifically earmarked to provide the Texas Eviction Diversion Program (TEDP) which provides rental assistance to tenants who have been sued for eviction, providing the landlord and tenant an alternative to eviction.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING;

\$1,977,081.66 in State CDBG-CV funds through TDHCA TERAP.

BOARD / COMMISSION ACTION:

N/A

LEGAL: (if required)

FINANCE: (if required)_____

DEPARTMENT HEAD:

Nicole Ferrini, Chief Resilience Officer

APPROVED FOR AGENDA:

CITY MANAGER:

DATE:

RESOLUTION

WHEREAS, in late 2020, funding for the Texas Emergency Rental Assistance Program (TERAP), a program administered by the Texas Department of Housing and Community Affairs (TDHCA), was made available to provide rental assistance for households experiencing financial hardship due to the ongoing COVID-19 pandemic; and

WHEREAS, TDHCA appropriated Community Development Block Grant – Coronavirus (CDBG-CV) funds in the amount of \$1,977,081.66 to award to the City of El Paso under a contract, the period of which is to run through January 14, 2022; and

WHEREAS, through this Resolution, the City of El Paso has authorization to enter into a Contract for TERAP funds; and that the City Manager and the Director of the Department of Community and Human Development (DCHD) also have authority to execute contracts, contract amendments and related documents.

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 all contracts, contract amendments and related documents between the City of El Paso and the State of Texas for TERAP funds; and

2. That the City Manager, or designee, is authorized to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards from the City (Sub-Grantee Agencies) for TERAP funds, as well as all certifications, performance reports, and related documents for TDHCA and Sub-Grantee Agencies. Further, that the City Manager or designee, is authorized to exercise all rights under the signed agreements including termination and reallocation of funds.

APPROVED this ______ day of _____, 2021.

THE CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Omar A. De La Rosa Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole/Ferrini Chief Resilience Officer

20-1039-1933 | 1050128 TDHCA TERAP OAR



File #: 21-96, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

All Districts

Mayor and Council, Representative Alexsandra Annello, (915) 212-0002 Mayor and Council, Representative Peter Svarzbein, (915) 212-1002

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.

Update and discussion from staff on the El Paso Electric Newman 6 Project and the recent ruling from all interveners to include the New Mexico Public Regulation Commission and the impact it will have on the City of El Paso and residents.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

Department Head:

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT:MAYOR AND COUNCILAGENDA DATE:January 19, 2021CONTACT PERSON NAME AND PHONE NUMBER:Representative Alexsandra Annello, 915-212-0002
Representative Peter Svarzbein, 915-212-0001

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 7 - Enhance and Sustain El Paso's Infrastructure Network)

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.

Update and discussion from staff on the El Paso Electric Newman 6 Project and the recent ruling from all interveners to include the New Mexico Public Regulation Commission and the impact it will have on the City of El Paso and residents.

BACKGROUND / DISCUSSION:

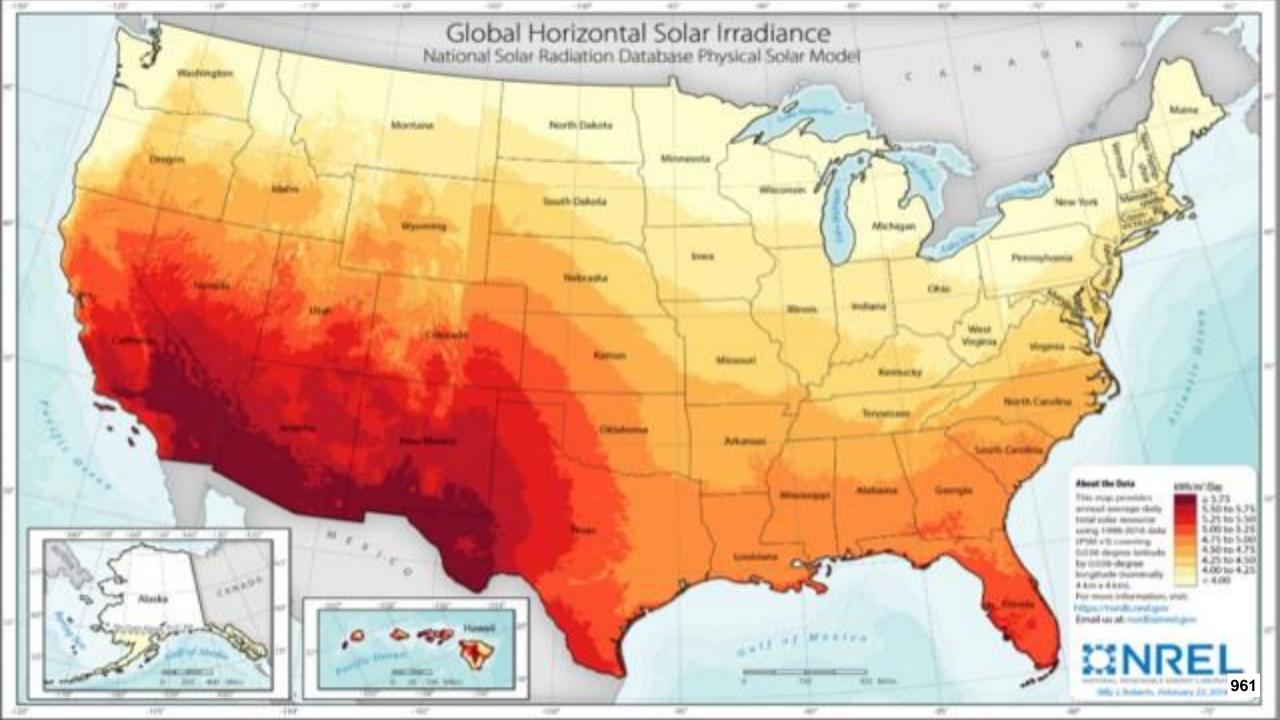
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?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

PRIOR COUNCIL ACTION:

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

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**





File #: 21-97, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

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

Tovar, Daniel vs. City of El Paso; Matter: 19-1005-1751; (551.071)

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.



File #: 21-93, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

City Attorney's Office, Karla M. Nieman, (915) 212-0033 City Attorney's Office, Evan D. Reed, (915) 212-0033 City Attorney's Office, Manuel Arambula, (915) 212-0033 Birds N Beasts Inc. c/o Krathwohl, President; Matter No. 19-1045-096; (551.071)

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.



File #: 21-100, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

Economic and International Development, Jessica Herrera, (915) 212-0094 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.

Economic Incentives for a Telecommunications Company located in the City of El Paso. (21-1007-2674) (551.071) (551.087)

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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?

Click or tap here to enter text.

PRIOR COUNCIL ACTION: Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

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

Click or tap here to enter text.



File #: 21-101, Version: 2

CITY OF EL PASO, TEXAS AGENDA ITEM SUMMARY FORM

Economic and International Development, Jessica Herrera, (915) 212-0094 Status of pending negotiations for several Economic and International Development Department Projects in the City of El Paso. (20-1007-2670) (551.087) (551.071)

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of he 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? Click or tap here to enter text.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Click or tap here to enter text.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by amount numbers and description of account. Does it require a budget transfer? Click or tap here to enter text.

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