

Oscar Leaser  
Mayor

Tommy Gonzalez  
City Manager



CITY COUNCIL  
Peter Svarzbein, District 1  
Alexsandra Anello, 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

**Final  
AGENDA FOR THE REGULAR COUNCIL MEETING**

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**February 16, 2021  
phone number 1-915-213-4096 Toll free number: 1-833-664-9267 Conference II  
3:30 PM  
AND**

**AGENDA REVIEW MEETING  
FEBRUARY 15, 2021  
3:30 PM**

**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 an Agenda Review Meeting will be conducted on February 15, 2021 at 3:30 P.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on February 16, 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:**

**Agenda Review, February 15, 2021 Conference ID: 499-157-350#  
Regular Council Meeting, February 16, 2021 Conference ID: 989-152-832#**

**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](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, Alexandra 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 February 2, 2021, the Agenda Review Meeting of February 1, 2021, the Special Meeting of December 21, 2020, and the corrected Minutes for the Regular City Council Meeting of January 19, 2021. [21-171](#)

#### **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:**



3. That the City Manager be authorized to sign a Temporary Land Use Lease by and between the City of El Paso ("Lessor") and BT-OH, LLC d/b/a United Parcel Service CO. ("Lessee") regarding the following described property: A portion of Lot 9, Block 3, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas (approximately 234,840.30 SQ FT), municipally known and numbered as 25 Founders Blvd., El Paso, Texas, with a term beginning on February 16, 2021 and ending on May 31, 2021, for a monthly fee of \$4,696.81. [21-192](#)

**District 2**

Airport, Sam Rodriguez, (915) 212-7301

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

4. Resolution scheduling Regular City Council Meetings and standing Work Sessions in accordance with El Paso Municipal Charter. [21-178](#)

**All Districts**

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

5. The linkage to the Strategic Plan is subsection 6.7 - Deliver effective and efficient processes to maximize value in obtaining goods and services. [21-193](#)

**Award Summary:**

That the City Manager or Designee be authorized to participate in cooperative procurements available through the Division of Purchases and Supply (DPS), a business unit of the Department of General Services for the Commonwealth of Virginia in order to procure goods and/or services required by the City. This approval will provide the City of El Paso the opportunity to leverage bulk pricing and expedite delivery of goods and services.

**All Districts**

Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

6. 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 Downtown Bicycle Improvements Phase I project, for the design and construction of bicycle facilities at various downtown street locations to include signage, wayfinding, striping, and intersection treatments, which has an estimated total project cost of \$2,728,712.00 of which the estimated local government participation amount is \$331,706.00. [21-183](#)

**District 8**

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

**CONSENT AGENDA - SPECIAL APPOINTMENTS:**

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

7. A Resolution that the City of El Paso appoint Jackie York as a regular appointee to the Central Appraisal District Board of Directors to serve an unexpired term. [21-205](#)  
Mayor and Council, Mayor Oscar Leeser, (915) 212-0021
8. A Resolution that the City of El Paso appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors to serve an unexpired term. [21-213](#)  
Mayor and Council, Mayor Oscar Leeser, (915) 212-0021

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

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

9. Richard C. Bonart to the El Paso Bond Overview Advisory Committee by Representative Claudia Rodriguez, District 6. [21-199](#)  
Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006
10. Ben Carnavale to the Capital Improvement Advisory Committee by Representative Claudia Rodriguez, District 6. [21-200](#)  
Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006
11. Luis G. Hinojos to the Ethics Review Commission by Representative Claudia Rodriguez, District 6. [21-201](#)  
Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006
12. John E. Moye to the El Paso Bond Overview Advisory Committee by Representative Peter Svarzbein, District 1. [21-203](#)  
Mayor and Council, Representative Peter Svarzbein, (915) 212-1002
13. Irene Morales to the Civil Service Commission by Representative Isabel Salcido, District 5. [21-217](#)  
Mayor and Council, Representative Isabel Salcido, (915) 212-0005

**CONSENT AGENDA - BOARD APPOINTMENTS:**

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

14. Bianca Berry to the Building and Standards Commission by Representative Claudia Rodriguez, District 6. [21-198](#)  
Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006

15. Don Luciano to the Zoning Board of Adjustment by Representative Peter Svarzbein, District 1. [21-202](#)  
Mayor and Council, Representative Peter Svarzbein, (915) 212-1002

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

16. Deborah A. Zuloaga to the Parks and Recreation Advisory Board by Mayor Oscar Leaser. [21-215](#)  
Mayor and Council, Mayor Oscar Leaser, (915) 212-0021
17. Daniel R. Valdez to the Museums and Cultural Affairs Advisory Board by Representative Isabel Salcido, District 5. [21-218](#)  
Mayor and Council, Representative Isabel Salcido, (915) 212-0005

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

18. Richarda Duffy Momsen to the Ethics Review Commission by Mayor Oscar Leaser. [21-212](#)  
Mayor and Council, Mayor Oscar Leaser, (915) 212-0021
19. Adriano Perez to the Ethics Review Commission by Representative Alexsandra Annello, District 2. [21-214](#)  
Mayor and Council, Representative Alexsandra Annello, (915) 212-0002

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

20. Veronica Carbajal to the Regional Renewable Energy Advisory Council by Mayor Oscar Leaser. [21-207](#)  
Mayor and Council, Mayor Oscar Leaser, (915) 212-0021
21. Phillip Thomas Laign to the City Accessibility Advisory Committee by Representative Claudia Rodriguez, District 6. [21-220](#)  
Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006

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

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

22. 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 [21-181](#)

\$2,500.00. (See Attachment A)

**All Districts**

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

**CONSENT AGENDA - BIDS:**

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

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

[21-174](#)

**Award Summary:**

The award of Solicitation 2021-0622 Riverside Park Improvements to BLACK STALLION CONTRACTORS INC. for an estimated award of \$125,335.58. This project entails park improvements to playground equipment, playground containment wall, playground access ramps and sidewalk. Installation of playground wood fiber, park rule signs, trash receptacles and Bermuda sod.

Department:	Capital Improvement
Award to:	BLACK STALLION CONTRACTORS INC. El Paso, TX
Items:	All
Initial Term:	60 Consecutive Calendar Days
Base Bid I:	\$125,335.58
Total Estimated Award:	\$125,335.58
Account No.:	471 - 2400 - 71240 - 580270 - G7145CD62
Funding Source:	Community Development Block Grant
Districts:	3

This is a Low Bid procurement, unit price contract.

The Purchasing and Strategic Sourcing and Capital Improvement Departments recommend award as indicated to BLACK STALLION CONTRACTORS 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 3**

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

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

[21-179](#)

#### **Award Summary:**

The award of Solicitation 2021-0621 Hueco Mountain Park, Seville Fustcal Court Park & E.L. Williams Phase II Improvements to MARTINEZ BROS. CONTRACTORS, LLC for Base Bid I: \$172,730.75; Base Bid II: \$121,542.59; and Base Bid III: \$71,500.00; for an estimated award of \$365,773.34. This contract will provide park improvements as follows:

Hueco Mountain Park - Construction of Metal Shade Canopy including canopy posts, footings, concrete drilling, anchors, fasteners and various items relevant to said project for existing playground.

Seville Fustcal Court Park - Demolition and removal of curb, sidewalk, concrete driveway, rockwall, asphalt parking lot, trees and wrought iron fence. Construction of Futsal Court, asphalt court surface, parking space, futsal fence with goal posts, addition of benches, trash receptacles, bike rack, ADA parking spaces, ADA ramps and lighting.

E.L. Williams Park - Construction of landscape, irrigation, trees, shrubs, concrete pads for benches, trash receptacles, mow strip curb and two shade canopies.

Department:	Capital Improvement
Award to:	MARTINEZ BROS. CONTRACTORS, LLC
	El Paso, TX
Item(s):	All
Initial Term:	150 Consecutive Calendar Days
Base Bid I:	\$172,730.75
Base Bid II:	\$121,542.59
Base Bid III:	\$ 71,500.00
Total Estimated Award:	\$365,773.34
Account No.:	471 - 2400 - 71240 - 580270 - G7145CD12
	471 - 2400 - 71240 - 580270 - G7145CD63
	471 - 2400 - 71240 - 580270 - G7142CD15
Funding Source:	Community Development Block Grant
District(s):	3, 5, 7

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated 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, 5, and 7**

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

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

**Call to the Public will begin at 5:30 p.m. Requests to speak must be received by 3:30 p.m. on the day 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: 989-152-832#**

**A sign-up form is available on line for those who wish to sign up in advance of the meeting at: [http://legacy.elpasotexas.gov/muni\\_clerk/signup\\_form.asp](http://legacy.elpasotexas.gov/muni_clerk/signup_form.asp)**

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

25. **An Ordinance authorizing the conveyance of real property owned by the City of El Paso to VTRE Development, LLC for the purchase price of \$18,600,000 such real property legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, Page 5 of the plat records of El Paso County, Texas and located at the intersection of Desert Blvd. and Paso Del Norte.** [21-194](#)

**District 1**

Economic and International Development, Jessica Herrera, (915) 212-1615

**PUBLIC HEARING WILL BE HELD ON MARCH 2, 2021**

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

26. **An Ordinance granting a special privilege license to EPCM Construction LLC to permit the construction, installation, maintenance, use, and repair of an aerial encroachment of an exterior terrace, doubling as an overhang marking the main public entrance to the Museum over a portion of city right-of-way along Main Street adjacent to the property located at 201 W. Main Drive, El Paso, Texas; setting the license term for a term of fifteen years (15) with one (1) renewable fifteen (15) year term. Subject property: 201 W Main. Owner: City of El Paso NESV2020-00001** [21-195](#)

**District 8**

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

**PUBLIC HEARING WILL BE HELD ON MARCH 2, 2021**

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

27. **An Ordinance amending Title 2 (Administration and Personnel) Section 2.64 (Board of Trustees - Membership), Subsection (A) in order to allow for electronic voting by City employees to elect Pension Board Trustees.** [21-139](#)

**All Districts**

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

**PUBLIC HEARING WILL BE HELD ON MARCH 2, 2021**

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

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

28. **The linkage to the Strategic Plan is subsection 7.5 - Set one standard for infrastructure across the city.** [21-191](#)

Award Summary:

Discussion and action on the award of Solicitation No. 2021-0179 Motor Oil,

Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids to M.J. Mader Enterprises, Inc., dba Bio Dyne Chemical Co. for an initial three (3) year term estimated award of \$ 1,029,278.40. The award also includes a two (2) year option for an estimated amount of \$ 686,185.60. The total value of the contract including the initial term plus the option is five (5) years for a total estimated award of \$ 1,715,464.00. The award of this contract will allow for the City to perform preventative maintenance on all vehicles.

Contract Variance:

The difference in cost, based on comparison from previous contract is as follows: An increase of \$465,166.11 for the initial term, which represents an 82.5% increase, due to increases in pricing and additional quantities.

Department:	Streets and Maintenance
Award to:	M.J. Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 343,092.80
Initial Term Estimated Award:	\$ 1,029,278.40 (3 years)
Total Estimated Award:	\$ 1,715,464.00 (5 years)
Account No.:	532-37020-531240-3600-P3701
Funding Source:	Internal Fleet Service Fund
District(s):	All

This is a Low Bid, unit price contract.

The Purchasing and Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to M.J. Mader Enterprises, Inc., dba Bio Dyne Chemical Co., the lowest responsive, responsible bidder, and that Cummins Inc. and Border International Trucks be deemed non-responsive for failure to bid on all items. In accordance with this award the City Manager or designee is authorized to exercise future options if needed

**All Districts**

Streets & Maintenance, Richard J. Bristol, (915) 212-7000  
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

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

29. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Ethics) of the El Paso City Code in its entirety to clarify the rules and procedures related to the ethical requirements of City officers and employees by reorganizing the structure to create three articles: Code of Ethics; Standards of Conduct; and Ethics Review Commission; to amend, clarify and add definitions, to define the jurisdiction of the Ethics Review Commission, and to

[21-165](#)



streamline the complaint process. The penalty for violations of Chapter 2.92 (Ethics) of the El Paso City Code is provided in Section 2.92.200 (Disposition) as amended in this Ordinance.

**All Districts**

City Attorney's Office, Karla M. Nieman, (915) 212-0033  
City Manager's Office, Cary Westin, (915) 212-1063

**REGULAR AGENDA - OTHER BUSINESS:**

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

30. 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. [21-75](#)  
[POSTPONED FROM 01-19-21]

**All Districts**

Economic and International Development, Elizabeth Triggs, (915) 212-1619

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

31. Discussion and action on a Street Infrastructure Comprehensive Update Presentation. [21-188](#)

**All Districts**

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

32. Update on Round 5 of the Neighborhood Improvement Program (NIP). [21-211](#)

**All Districts**

Community & Human Development, Nicole Ferrini, (915) 212-1622  
Community & Human Development, Nickole Rodriguez, (915) 212-1676

**MEMBERS OF THE CITY COUNCIL**

33. Discussion and action on a Resolution to appoint a member to the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Financial Management as recommended by the El Paso Water Utilities Public Service Board Selection Committee: [21-197](#)

Ranked 1st Lisa J. Saenz  
Ranked 2nd James A. Easley  
Ranked 3rd Michael T. White

**All Districts**

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

34. Discussion and action on a Resolution authorizing the expenditure of General Fund savings generated from the unfilled administrative position in the office of the City Council District 6 Representative in the amount not to exceed \$11,710.00, to the City's Economic Development department for use in supporting the "El Paso Small Business Emergency Relief Program" administered via Chapter 380 Economic Development Program Agreement by Liftfund Inc. [21-208](#)

**District 6**

Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006

35. Discussion and action on the City's Historic Designation Process. [21-216](#)

**All Districts**

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

**EXECUTIVE SESSION**

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

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

**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, Aleksandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga**

**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

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File #: 21-171, Version: 2

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

**All Districts**

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

**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 February 2, 2021, the Agenda Review Meeting of February 1, 2021, the Special Meeting of December 21, 2020, and the corrected Minutes for the Regular City Council Meeting of January 19, 2021.

**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?*

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.

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

**Department Head:**

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

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

**AGENDA REVIEW MINUTES**  
**February 1, 2021**  
**3:30 P.M.**

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

.....  
The City Council met via videoconference on the above date. Meeting was called to order at 3:31 p.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Henry Rivera, and Cissy Lizarraga. Claudia Rodriguez requested to be excused.

The agenda items for the February 2, 2021 Regular City Council meeting were reviewed.

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**5. CONSENT AGENDA – RESOLUTIONS**

That the City Manager, or designee, is authorized to sign a Commercial Lease Addendum for Extension of Term between the City of El Paso and Cyndi Boaz for the lease of office space for the El Paso Police Department. This addendum extends the lease for an additional two years ending on February 28, 2023 with a monthly base rent of \$6,500. Further, that City Manager or designee is authorized to exercise all rights under the lease including termination of the lease. The City Manager or designee is also authorized to sign any amendments to the lease.

Representatives Anello and Lizarraga questioned the following City staff member:

- Ms. Lisa Gala, Capital Improvement Redevelopment Manager

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**6. CONSENT AGENDA – RESOLUTIONS**

A Resolution authorizing the City Manager or designee to submit a grant application number 2950607 for the City of El Paso Police Department project identified as the "Homeland Security Program FY 2021- LETPA Project " through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of the grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting \$148,455.00, no cash match required. Grant period will be from September 1, 2021 - August 31, 2022.

Representative Anello questioned the following City staff member:

- Police Lieutenant Humberto Talamantes

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**7. CONSENT AGENDA – RESOLUTIONS**

A Resolution authorizing the City Manager or designee to submit grant application number 3967902 for the City of El Paso Police Department project identified as the "Homeland Security

Program FY 2021- Sustainment of First Responders” through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of the grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting \$160,000.00 no cash match required. Grant period will be from September 1, 2021 - August 31, 2022.

Representative Annello questioned the following City staff member:

- Police Lieutenant Humberto Talamantes

.....  
**36. CONSENT AGENDA - REQUEST FOR PROPOSAL**

The linkage to Strategic Plan is subsection 6.3 - Implement programs to reduce organizational risk. This contract will continue to provide plans offered as a supplement to the City’s defined benefit pension plan.

Award Summary:

The award of Solicitation No. 2021-0043R 457(b) Deferred Compensation Plan Administrator and 401(a) Profit Sharing Plan Administrator to Empower Retirement, LLC for an initial five (5) year term. The award is to include a two (2), two (2) year optional terms for a total of nine (9) years.

Contract Variance:	No cost to the City.
Department:	Human Resources
Award to:	Empower Retirement, LLC Greenwood Village, CO
Items:	ALL
Initial Term:	5 years
Option to Extend:	Two, two (2) years
Annual Estimated Award:	NA
Initial Term Estimated Award:	NA
Total Estimated Award:	NA
Account No.:	NA
Funding Source:	Employee Voluntary Contributions Only
Districts:	All

This is a Request for Proposal, service contract.

The Purchasing and Strategic Sourcing and Human Resources Departments recommend award as indicated to Empower Retirement, LLC the highest ranked proposer based on evaluation factors established for this procurement.

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

Mayor Leeser commented.

The following City Staff members commented:

- Mr. Robert Cortinas, Chief Financial Officer
- Ms. Laura D. Prine, City Clerk

.....

**DISCUSSION ON ITEMS 40 AND 43 WERE TAKEN TOGETHER**

**40. INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER**

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Ethics) of the El Paso City Code in its entirety to clarify the rules and procedures related to the ethical requirements of City officers and employees by reorganizing the structure to create three articles: Code of Ethics; Standards of Conduct; and Ethics Review Commission; to amend, clarify and add definitions, to define the jurisdiction of the Ethics Review Commission, and to streamline the complaint process. The penalty for violations of Chapter 2.92 (Ethics) of the El Paso City Code is provided in Section 2.92.200 (Disposition) as amended in this Ordinance.

Representatives Annello and Hernandez questioned the following City staff members:

1. Mr. Cary Westin, Senior Deputy City Manager
2. Ms. Karla Nieman, City Attorney

.....

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

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 2020-036 Delta Drive Bridge Replacement to International Eagle Enterprises, Inc. for an estimated award of \$1,662,906.55. This award will support the enhancement of pedestrian safety, provide ADA accessibility, and full-depth pavement rehabilitation.

Department:	Capital Improvement
Award to:	International Eagle Enterprises, Inc. El Paso, TX
Item(s):	All
Initial Term:	180 Standard Workweek Days
Base Bid I:	\$1,592,578.55
Base Bid II:	\$58,800.00
Base Bid III:	\$11,528.00
Total Estimated Award:	\$1,662,906.55
Account No.:	190-580270-4743-38290-PCP18TRAN04-190-580270-4950-38170-PCP18TRAN04
Funding Source:	2018 Certificates of Obligation and Federal Highway Administration
District(s):	3

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. The award is contingent upon Texas Department of Transportation (TXDOT) concurrence of award.

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, contingent upon concurrence of award from TXDOT.

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.

Representative Hernandez questioned the following City staff members:

1. Mr. Derek Russell, Procurement Analyst
2. Ms. Yvette Hernandez, Grant Funded Program Director

.....

**DISCUSSION TAKEN WITH ITEM 40**

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

An 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 Chapter 2.92 (Ethics) of the El Paso City Code is listed in Section 2.92.200 (Disposition) as amended in this Ordinance. **[POSTPONED FROM 01-05-2021]**

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

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.

Representative Annello questioned the following City staff members:

1. Mr. Mark Weber, Community Development Program Manager
2. Ms. Laura Prine, City Clerk

.....  
**46. MEMBERS OF THE CITY COUNCIL**

Discussion and action on amending the City Council's adopted Rules of Order, including but not limited to the rules governing debate.

Mayor Leeser and Representative Salcido commented.

Ms. Laura D. Prine, City Clerk commented.

.....  
Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 3:58 a.m.

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

NAYS: None

ABSENT: Representative Rodriguez

.....  
APPROVED AS TO CONTENT:

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

DEE MARGO  
MAYOR

TOMMY GONZALEZ  
CITY MANAGER



CITY COUNCIL  
PETER SVARZBEIN, DISTRICT 1  
ALEXSANDRA ANNELLO, DISTRICT 2  
CASSANDRA HERNANDEZ, DISTRICT 3  
SAM MORGAN, DISTRICT 4  
ISABEL SALCIDO, DISTRICT 5  
CLAUDIA L. RODRIGUEZ, DISTRICT 6  
HENRY RIVERA, DISTRICT 7  
CISSY LIZARRAGA, DISTRICT 8

**CITY COUNCIL SPECIAL MEETING MINUTES**  
**December 21, 2020**  
**10:00 AM**

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

The City Council of the City of El Paso met on the above time and date via videoconference. Meeting was called to order at 10:12 a.m. Mayor Dee Margo present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Sam Morgan, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga.

.....  
**AGENDA**  
.....

1. **RESOLUTION CANVASSING RETURNS  
OF THE RUNOFF ELECTION FOR THE  
2020 GENERAL ELECTION FOR THE  
MAYOR AND DISTRICTS 2 AND 4,  
JUDGE MUNICIPAL COURT NO. 4, AND  
THE JUDGE OF THE MUNICIPAL COURT OF APPEALS**

**WHEREAS**, the City Council of the City of El Paso called for the 2020 Runoff Election to be held in said City on December 12, 2020, to fill the terms of the Mayor, two District Representatives from Single-Member District Nos. 2 and 4, and the Judges of the Municipal Court No. 4 and the Municipal Court of Appeals for the terms as established by and in accordance with the Charter of the City of El Paso; and

**WHEREAS**, the election officers who held said election have duly made returns of the results thereof, and said returns have been duly delivered to said City Council.

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

1. That the City Council officially finds and determines that notice of said runoff election was duly given, that proper election officers were duly appointed prior to said election, that said election was duly held, that due returns of the results of said election has been duly made and delivered, that the election returns have properly been made out and duly certified by the officers of said election

in the different voting precincts of the City, and that the City Council has duly canvassed said returns, all in accordance with law and the resolution and amendments thereto calling said runoff election.

2. That the City Council officially finds and determines that the following votes were cast at said runoff election for the following officer by the resident, qualified electors of said City, who voted at the runoff election:

**MAYOR**

Oscar Leaser	43,182
Dee Margo	11,108

**DISTRICT 2**

Miriam "Judy" Gutierrez	2,712
Alexsandra Annello	2,928

**DISTRICT 4**

Sam Morgan	3,327
Joe Molinar	3,874

**JUDGE, MUNICIPAL COURT NO. 4**

Lillian Elena Blancas	29,344
Enrique Alonso Holguin	19,413

**JUDGE, MUNICIOPAL COURT OF APPEALS**

Maria Ramirez	27,737
Rebecca Tarango	20,491

3. That in the case of the following offices, the following persons who received more than a 50% majority of the votes cast for candidates for such offices are hereby declared elected to such offices for the ensuing terms, or until the election and qualification of their successors, subject to the proper issuance of certificates of election by the presiding officer, and that the number of votes cast for each person who was a candidate for such offices, according to the returns, is shown in paragraph 2 hereof:

**MAYOR**

Oscar Leaser

**DISTRICT REPRESENTATIVE NO. 2**

Alexandra Annello

**DISTRICT REPRESENTATIVE NO. 4**

Joe Molinar

**JUDGE, MUNICIPAL COURT NO. 4**

Lillian Elena Blancas

**JUDGE, MUNICIPAL COURT OF APPEALS**

Maria Ramirez

4. That on file in the City Clerk's Office and made a part hereof by reference are copies of the mechanical precinct tabulations of the votes cast at the Runoff Election for the December 12, 2020 Runoff Election to elect the Mayor, District Representatives Districts 2 and 4, Judge Municipal Court No. 4, Judge, Municipal Court of Appeals, showing the number of votes cast in each precinct for each candidate.
5. That this Resolution is adopted subject to the right of any candidate to contest such runoff election in any way provided by law.
6. That this Resolution was acted upon in accordance with the law by the presiding officer and the City Council and was deemed by said City Council that upon passage of the Resolution, it shall take effect immediately.
7. This Resolution shall be spread upon the minutes of the City Council, and the City Clerk shall record the amendments so adopted in tine separate book kept in her office for such purpose.

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

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

NAYS: None

- .....
2. Discussion and action on recommendations regarding COVID-19 protocols for newly elected officials taking the Oath of Office.

Ms. Laura Cruz-Acosta, Strategic Communications Director, briefed Council on the COVID-19 protocols put in place to allow newly elected officials to take the Oath of Office in a safe manner. Newly elected officers may participate in person or virtually. The in person ceremony will be limited to allow only one person accompanying the elected officer in order to reduce the number of people gathering in Council Chambers.

Mayor Margo and Representatives Annello and Rivera commented.

Motion made by Representative Annello, seconded by Representative Hernandez, and unanimously carried to **ACCEPT** staff recommendations.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Rodriguez, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

.....

**ADJOURN**

Motion made by Representative Morgan, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** this meeting at 10:26 a.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Rodriguez, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

.....

APPROVED AS TO CONTENT:

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Laura D. Prine, City Clerk

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

## **CORRECTED MINUTES FOR REGULAR COUNCIL MEETING**

January 19, 2021  
3:30 PM

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 3:34 p.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.

### **NOTICE TO THE PUBLIC**

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

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

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

1. \*Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of January 5, 2021.

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

#### **2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

REGULAR CITY COUNCIL MEETING MINUTES –CORRECTED- JANUARY 19, 2021 1

NO ACTION was taken on this item.

.....  
**CONSENT AGENDA - RESOLUTIONS:**  
.....

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

**3. \*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.

.....  
**4. \*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 PI, 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.

.....  
**5. \*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 I, 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.

.....  
**6. \*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 South½ of Lot 14, all of Block 3, El Paso International Airport Tracts, El Paso International Airport, El Paso, Texas.

7.

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

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

That the City Manager be authorized to sign a First Amendment to May I, 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 IO and all of 11, Block 2-C, El Paso International Airport Tracts, Unit 4, El Paso International Airport, El Paso, Texas.

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

8.

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

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

That the City Manager be authorized to 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.

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

9.

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

**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 with the following condition:

*Any changes to the approved detailed site development plan will require a new detailed site development plan be reviewed and approved by City Council.*

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.
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.

Mr. Raul Garcia, Project Manager, presented a PowerPoint Presentation (on file in the City Clerk's Office) and responded to questions from Members of the City Council.

Representatives Svarzbein and Rivera commented.

Mr. Philip Etiwe, Planning and Inspections Director, commented.

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

\*Motion made, seconded, and unanimously carried to **MOVE** the item to the Regular Agenda.

NOT PRESENT FOR THE VOTE: Representative Annello

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

Motion made by Representative Rivera, seconded by Representative Svarzbein, and unanimously carried to **AMEND** the Resolution to add a condition that all changes done to the property must come back to City Council for approval.

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

NAYS: None

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

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

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

NAYS: None

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

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

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

THAT the City 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.

- .....  
**11.** \*Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing and Strategic Sourcing 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.

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**CONSENT AGENDA – SPECIAL APPOINTMENTS:**

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

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**12. \*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.

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**13. \*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.

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

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

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14. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Stephen Mercer to the Capital Improvements Advisory Committee by Representative Peter Svarzbein, District 1.
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**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

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15. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Luis Antonio Sandoval to the Civil Service Commission by Representative Henry Rivera, District 7.
- 

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

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16. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Manuela "Mannys" Rodriguez to the Community Development Steering Committee by Representative Cissy Lizarraga, District 8.
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**CONSENT AGENDA - BOARD APPOINTMENTS:**

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

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17. \*Motion made, seconded, and unanimously carried to **APPOINT** David Ortwein to the El Paso Bond Overview Advisory Committee by Representative Cissy Lizarraga, District 8.
- 

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

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18. \*Motion made, seconded, and unanimously carried to **APPOINT** Lee Chayes to the Foster Grandparent Program Advisory Council by Representative Peter Svarzbein, District 1.
19. \*Motion made, seconded, and unanimously carried to **APPOINT** Karen Polanco to the Animal Shelter Advisory Committee by Representative Isabel Salcido, District 5.
- 

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

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

REGULAR CITY COUNCIL MEETING MINUTES –CORRECTED- JANUARY 19, 2021

7

20.

**\*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:**

1. 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.

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

1. Accumatch, in the amount of \$5,685.26, made an overpayment on December 14, 2020 of 2020 taxes. (Geo. #V854-003-0180-1600)
2. Accumatch, in the amount of \$ 6,530.22, made an overpayment on December 14, 2020 of 2020 taxes. (Geo. # H762-000-0050-0700)
3. Accumatch, in the amount of \$ 4,339.21, made an overpayment on December 11, 2020 of 2020 taxes. (Geo. # T287-999-2740-3400)
4. 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)
5. 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)
6. Corelogic, in the amount of \$ 8,205.83, made an overpayment on November 30, 2019 of 2019 taxes. (Geo. # T287-999-4010-5200)

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

.....

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

.....

22. \*Motion made, seconded, and unanimously carried to **ACCEPT** the 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.
- .....

**CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS:**

.....

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

.....

23. \*Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing and Strategic Sourcing 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
Award to:	Duncan Parking Technologies, Inc. Milwaukee, WI
Total Estimated Amount:	\$154,500.00
Account No.:	Parking Meter Fund
Funding Source	532290-564-3300-64850
District(s):	1, 3 & 8

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

.....

**CONSENT AGENDA – BIDS:**

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

.....

24. \*Motion made, seconded, and unanimously carried to **AWARD** 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:	Police
Award to:	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.

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

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25. \*Motion made, seconded, and unanimously carried to **AWARD** 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.

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**REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:**

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

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26. 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)

Mayor Leeser and Representatives Svarzbein, Anello, Hernandez, and Rivera posed questions and the following City staff presented information and responded to inquiries:

1. Mr. Tommy Gonzalez, City Manager
2. Fire Chief Mario D'Agostino
3. Ms. Karla Nieman, City Attorney
4. Dr. Hector Ocaranza, El Paso Health Authority
5. Ms. Dionne Mack, Deputy City Manager for Public Safety
6. Ms. Angela Mora, Public Health Director
7. Ms. Araceli Guerra, Managing Director of Internal Services
8. Ms. Laura Cruz Acosta, Strategic Communications Director
9. Ms. Tracey Jerome, Deputy City Manager of Quality of Life
10. Mr. David Coronado, International Bridges Director
11. Mr. Alex Hoffman, Assistant Director, Capital Improvement Department
12. Mr. Michael Vonasek, Assistant Director, Capital Improvement Department
13. Mr. Robert Cortinas, Chief Financial Officer
14. Ms. Nicole Ferrini, Community and Human Development Director
15. Ms. Miranda Diaz, Business Services Coordinator
16. Mr. Cary Westin, Senior Deputy City Manager

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

27. Budget Update - 1st Quarter Financial Report.



Mr. Robert Cortinas, Chief Financial Officer, presented a PowerPoint Presentation (on file in the City Clerk's Office).

Mayor Leaser and Representatives Svarzbein and Annello commented.

Mr. Tommy Gonzalez, City Manager, commented.

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

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

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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

Assistant Police Chief Zina Silva presented a PowerPoint Presentation (on file in the City Clerk's Office).

Representatives Svarzbein, Annello, Molinar, and Rivera commented.

Ms. Karla Nieman, City Attorney commented.

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

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

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

Mr. Richard Genera, Citizen, commented.

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

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

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

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

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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 against discrimination for reasons of sexual orientation and gender identity.

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**PUBLIC HEARING WILL BE HELD ON FEBRUARY 2, 2021**

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

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

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30. Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously to **AWARD** 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
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.

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

NAYS: None

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

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

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**31. ORDINANCE 019132**

The City Clerk read an Ordinance entitled: **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.**

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

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

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

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**32. ORDINANCE 019133**

The City Clerk read an Ordinance entitled: **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**

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

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

AYES: Representatives 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**.

.....  
**33.**

**ORDINANCE 019134**

The City Clerk read an Ordinance entitled: **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.**

Mr. Kevin Smith, Planning and Inspections Deputy Director, read a floor amendment into the record.

Mr. Jonathan Lopez, citizen, commented.

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

Motion made by Representative Rivera, seconded by Representative Annello, and unanimously carried to **AMEND** the Ordinance to incorporate the floor amendments read into the record.

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

NAYS: None

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

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

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**.

## **REGULAR AGENDA – OTHER BUSINESS**

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

34.

#### **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 19, 2021.

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

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

NAYS: None

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.

Ms. Elizabeth Triggs, Strategic Partnerships Officer, introduced Ms. Kelly Tomblin.

The following representatives from El Paso Electric presented a PowerPoint Presentation (copy on file in the City Clerk's Office).

1. Ms. Kelly Tomblin, Chief Executive Officer
2. Ms. Jessica Christianson, Director of Sustainability
3. Mr. James Schichtl, Vice President of Regulatory Affairs
4. Mr. Steven Buraczyk, Senior Vice President of Operations
5. Mr. Eddie Gutierrez, Vice President of Strategic Communications

Mayor Leeser and Representatives Svarzbein and Annello commented.

The following members of the business community commented:

1. Mr. Jon Barela, Borderplex Alliance Chief Executive Officer
2. Mr. David Jerome, El Paso Chamber of Commerce President and Chief Executive Officer

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

- 
- 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.

Ms. Mirella Craigo, Economic and International Development Special District Program Manager and Ms. Aimee Olivas, Purchasing and Strategic Sourcing Socioeconomic Compliance Officer, presented a PowerPoint Presentation (on file in the City Clerk's Office).

Mr. Tommy Gonzalez, City Manager, commented.

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

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**37. 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.

Mr. Rafael Arellano, Business Services Coordinator, presented a PowerPoint Presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein and Hernandez commented.

The following City staff members commented:

1. Mr. Tommy Gonzalez, City Manager
2. Ms. Jessica Herrera, Economic and International Development Director
3. Mr. Cary Westin, Senior Deputy City Manager

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

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried to **AMEND** the Downtown Plan Area to expand the boundaries to North to Schuster, West to El Paso St. and East to Virginia St.

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

NAYS: None

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

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried to **APPROVE, AS REVISED**, the Resolution.

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

NAYS: None

38.

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

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

That the 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. 29849.

Ms. Elizabeth Triggs, Strategic Partnerships Officer, presented a PowerPoint Presentation (on file in the City Clerk's Office) and read a floor amendment into the record.

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

The following members of City staff commented:

1. Mr. Tommy Gonzalez, City Manager
2. Mr. Cary Westin, Senior Deputy City Manager
3. Ms. Jessica Herrera, Economic and International Development Director

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

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** on January 20, 2021 at 12:07 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 to discuss the item.

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

Motion made by Representative Hernandez, seconded by Representative Salcido, and unanimously carried to adjourn the Executive Session on January 20, 2021 at 1:25 p.m. and **RECONVENE** the meeting of the City Council during which time the following motion was made.

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

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

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

NAYS: Representative Annello

.....  
The City Council Meeting was **RECESSED** at 1:26 a.m. on Wednesday, January 20, 2021.

The City Council Meeting was **RECONVENED** at 10:02 a.m. on Wednesday, January 20, 2021.  
.....

**39. 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.**

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

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

NAYS: None

- .....  
**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.

Ms. Elizabeth Triggs, Strategic Partnerships Officer, introduced the item.

The following representatives from Texas Gas Service presented a PowerPoint Presentation (copy on file in the City Clerk's Office).

1. Ms. Elizabeth O'Hara, Community Relations Manager
2. Ms. Jasmine King-Bush, Energy Efficiency Program Supervisor

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

The following members of City staff commented:

1. Mr. Tommy Gonzalez, City Manager
2. Ms. Nicole Ferrini, Chief Resilience Officer commented.

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

Motion made by Representative Annello, seconded by Representative Salcido, to **POSTPONE** the item indefinitely and have staff return to City Council with recommendations for the use of future funds to subsidize the program.



AYES: Representatives Svarzbein, Annello, and Salcido  
NAYS: Representatives Hernandez, Molinar, Rodriguez, Rivera, and Lizarraga  
**THE MOTION FAILED.**

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

Motion made by Representative Annello, seconded by Representative Salcido, and unanimously carried to **POSTPONE** the item for **FOUR WEEKS** and have staff return to City Council with recommendations for the use of future funds to subsidize the program.

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

41.

## **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.

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

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

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

42. Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rodriguez, and carried 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.

Representatives Svarzbein and Rodriguez commented.

Mr. Blake Downey, citizen, commented.

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

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

NAYS: Representatives Annello and Molinar

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

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**43.**

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

Mr. Ben Fyffe, Managing Director of Museums and Cultural Affairs and Ms. Miriam Garcia, Public Arts Supervisor, presented a PowerPoint Presentation (on file in the City Clerk's Office).

Mayor Pro Tempore Svarzbein and Representative Rodriguez commented

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

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

NAYS: None

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

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**44.**

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

**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.

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

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

NAYS: None

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**MEMBERS OF THE CITY COUNCIL**

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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.

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

Ms. Karla Nieman, City Attorney, commented.

The following representatives from El Paso Electric commented.

1. Ms. Kelly Tomblin, Chief Executive Officer
2. Mr. James Schichtl, Vice President of Regulatory Affairs

The following members of the public commented:

1. Mr. Miguel Escoto
2. Mr. Angel Ulloa
3. Ms. Cindy Ramos Davidson
4. Ms. Rachel Ortega
5. Ms. Ana Reza
6. Ms. Graciela Blandon
7. Ms. Alyssa Garza
8. Ms. Ana Fuentes
9. Ms. Desiree Miller
10. Ms. Samantha Cooney
11. Ms. Adriana Montoya

12. Mr. Jean Carlo Tirado
13. Ms. Joseline Avila
14. Ms. Catherine Sotelo
15. Mr. Mario Holguin
16. Mr. Josh Simmons
17. Mr. Juan Pablo Flores Vasquez

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

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### **EXECUTIVE SESSION**

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 12:07 p.m. on Wednesday, January 20, 2021 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 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

Motion made by Representative Hernandez, seconded by Representative Salcido, and unanimously carried to adjourn the Executive Session at 1:25 p.m. on Wednesday, January 20, 2021 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

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**EX1.** Tovar, Daniel vs. City of El Paso; Matter: 19-1005-1751; (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried that the City Attorney be **AUTHORIZED** to reject Plaintiffs' settlement demand in the case entitled, Tovar, Daniel vs. City of El Paso pending in 327th District Court under Cause No. 2019DCV1249 in Matter No. 19-1005-1751.

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

NAYS: None

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**EX2.** Birds N Beasts Inc. c/o Krathwohl, President; Matter No. 19-1045-096; (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried that the City Attorney's Office be **AUTHORIZED** to any and all actions necessary to pursue a lawsuit against Defendant, Birds N Beasts Inc. c/o Krathwohl, President, in order to recover the property pending in Matter No. 19-1045-096. This includes the signing of correspondence, execution of agreements, filing of legal papers, and any other actions reasonably necessary to recover the City's property.

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

.....  
**EX3.** Economic Incentives for a Telecommunications Company located in the City of El Paso. (21-1007-2674) (551.071) (551.087)

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

.....  
**EX4.** Status of pending negotiations for several Economic and International Development Department Projects in the City of El Paso. (20-1007-2670)

\*Motion made, seconded, and unanimously carried to **DELETE** this item.

.....  
**ADJOURN**

.....  
Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** this meeting at 1:48 p.m. on Wednesday, January 20, 2021.

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

.....  
APPROVED AS TO CONTENT:

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

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

February 2, 2021  
3:30 PM

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 3:34 p.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, Henry Rivera, and Cissy Lizarraga. Claudia Rodriguez joined the meeting at 3:35 p.m.

### NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Lizarraga, 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**

1. \*Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of January 19, 2021.

### CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL

#### MEMBERS:

#### **2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

REGULAR CITY COUNCIL MEETING MINUTES FEBRUARY 2, 2021 1

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

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**CONSENT AGENDA - RESOLUTIONS:**  
.....

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

3. \*Motion made, seconded, and unanimously carried to **APPROVE** budget transfer to increase FY2021 Confiscated Funds and appropriations as follows: State Confiscated Funds Budget by \$1,092,167; Federal Confiscated Funds Budget by \$447,468.

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

**WHEREAS**, the City of El Paso (the "City") is eligible to apply for grants through the Criminal Justice Division of the Office of the Governor of the State of Texas ("CJD"); and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 3952702 for the El Paso Police Department project identified as "Project Safe Neighborhoods Grant Program, FY 2022" (the "Grant"); and

**WHEREAS**, the Grant does not require matching funds by the City;

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

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

1. That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant/application number 3952702, for the City of El Paso Police Department project identified as "Project Safe Neighborhoods Grant Program, FY 2022" to provide financial assistance to the City of El Paso.
2. That, the Grant does not require matching funds by the City.
3. That, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said Grant.
4. That, the City Council agrees that in the event of loss or misuse of said Grant funds, the City of El Paso will return all funds for said Grant to the State of Texas Office of the Governor, Criminal Justice Division.
5. That the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual Grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any Grant amendments, corrections or extensions of the Grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.



5.

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

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

That the City Manager, or designee, is authorized to sign a Commercial Lease Addendum for Extension of Term between the City of El Paso and Cyndi Boaz for the lease of office space for the El Paso Police Department. This addendum extends the lease for an additional two years ending on February 28, 2023 with a monthly base rent of \$6,500. Further, that City Manager or designee is authorized to exercise all rights under the lease including termination of the lease. The City Manager or designee is also authorized to sign any amendments to the lease.

6.

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

**WHEREAS**, the City of El Paso (the "City") is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas ("HSGD"); and

**WHEREAS**, the City of El Paso (Governing Body) agrees to provide applicable matching funds for the said project as required by Homeland Security Program FY 2021-LETPA Project (Funding Source) grant application; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 2950607 for the El Paso Police Department project identified as "State Homeland Security Program, FY2021" Law Enforcement Terrorism Prevention Activities ("LETPA") Project; and

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

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

1. **THAT**, the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950607, for the City of El Paso Police Department project identified as "Homeland Security Program FY 2021- LETPA Project " to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all matching funds for said grant if applicable;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and

4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

7.

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

**WHEREAS**, the City of El Paso (the "City") is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas ("HSGD"); and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 3967902 for the El Paso Police Department project identified as "State Homeland Security Program, FY 2021 Sustainment of First Responders" and

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

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

1. **THAT** the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, by and through the Public Safety Office (PSO), grant application number 3967902, for the City of El Paso Police Department project identified as "Homeland Security Program FY 2021- Sustainment of First Responders" to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division, by and through the PSO.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant

contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

8.

**\*RESOLUTION**

**WHEREAS**, the City of El Paso (the "City") is eligible to apply for grants through the Criminal Justice Division of the Office of the Governor of the State of Texas ("CJD"); and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 3550602 for the El Paso Police Department project identified as "Crime Scene Investigation, FY 2022"; and

**WHEREAS**, the Grant requires no matching funds by the City; and

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

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

1. That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 3550602, for the City of El Paso Police Department project identified as "Crime Scene Investigation, FY 2022" to provide financial assistance to the City of El Paso.
2. That grant requirements for grant #3550602 require no matching funds for said grant; and
3. That the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
4. That the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Criminal Justice Division.
5. Further, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

9.

**\*RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Criminal Justice Division of the Office of the Governor of the State of Texas (“CJD”); and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 2592808 for the El Paso Police Department project identified as “General Victims Services” and

**WHEREAS**, the City is making a funding request of \$254,031.86 including \$63,507.97 of matching funds for a total amount of \$317,539.83; and

**WHEREAS**, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

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

1. **THAT**, the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 2592808, for the City of El Paso Police Department project identified as “General Victims Services” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Criminal Justice Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

10.

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

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas (“HSGD”); and

**WHEREAS**, the City of El Paso agrees to provide applicable matching funds for the said project as required by HSGD grant/application; and

**WHEREAS**, the City of El Paso agrees that in the event of loss or misuse of the Office of the Governor funds, the City of El Paso assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 2950707 for the El Paso Police Department project identified as "State Homeland Security Program, FY2021 MATRIX El Paso Fusion Center Sustainment and Enhancement"; and

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

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

1. That the City Manager or designee is authorized to submit grant application number 2950707, for the City of El Paso Police Department project identified as "Homeland Security Program FY2021, MATRIX El Paso Fusion Center Sustainment and Enhancement" through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant; and
2. That the City of El Paso commits to provide all applicable matching funds for said grant; and
3. That in the event of loss or misuse of said grant funds, the City of El Paso assures it will return all funds for said grant to the State of Texas, Office of the Governor, Homeland Security Grant Division.

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

11.

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

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

That the City Manager or designee is authorized to dedicate for use of the public as public right-of-way portions of the following property: Portions of Lot 1, Block 4, Riverside International Industrial Center recorded in Volume 74 Page 3, Plat Records of El Paso County Texas; A portion of Lot 1, Block 2, Riverside International Industrial Center, recorded in Volume 74 Page 3, Plat Records of El Paso County, Texas; A portion of Tract 5, Block 53, Ysleta Grant Survey; a portion of Tract 5A, Block 53, Ysleta Grant Survey; a portion of Tract 6A, Block 53, Ysleta Grant Survey as shown on Map dated July 1928; a portion of Tract 6A, Block 53, Ysleta Grant Survey, as shown on Map dated July 1928; Lot 1, Block 5, Riverside International Industrial Central, recorded in Volume 74 Page 3, Plat Records of El Paso County, Texas; a portion of Lot 1, Block 3, Riverside International Industrial Center, recorded in Volume 74, Page 3, Plat Records of El Paso County Texas.

Further, the City Manager or designee is authorized to execute a dedication deed and to record such deed in the El Paso County records.

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

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**12. RESOLUTION**

**WHEREAS**, CDV 34, LLC has proposed a development for the rehabilitation of 101 units of affordable rental housing located at 5453 Ridge Street, El Paso, Texas 79932, in the City of El Paso named Corona Del Valle; and

**WHEREAS**, CDV 34, LLC has submitted an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2021 4% Tax-Exempt Bond Housing Tax Credits for the Corona Del Valle project.

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

1. That in accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4), it is hereby found that:
  - i. Notice has been provided to the Governing Body in accordance with Texas Government Code, §2306.67071(a); and
  - ii. The Governing Body has had sufficient opportunity to obtain a response from CDV 34, LLC regarding any questions or concerns about the proposed Development; and
  - iii. The Governing Body has held a hearing at which public comment may be made on the proposed Development in accordance with Texas Government Code, §2306.67071(b); and
  - iv. After due consideration of the information provided by CDV 34, LLC and public comment, the Governing Body **does not object to** the proposed Application.
2. That for and on behalf of the Governing Body, Laura D. Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

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**13. \*RESOLUTION**

**WHEREAS**, on December 15, 2020 the City of El Paso provided the Housing Authority of the City of El Paso (HACEP) with a letter of support for the Texas Department of Housing and Community Affairs' (TDHCA) 2021 Competitive 9% Housing Tax Credits for the Sun Pointe Apartments project (Development); and

**WHEREAS**, the Texas Administrative Code (TAC) requires certain findings that were missing in the December 15, 2020 resolution.

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

1. That as provided for in 10 TAC §11.101(a)(3) of the Qualified Allocation Plan, it is hereby acknowledged that the proposed Development is located in a census tract that has a poverty rate above 55% for Developments in regions 13 for individuals; and
2. That the City of El Paso hereby confirms that its Governing Body has voted specifically to authorize the Development to move forward as evidenced by the Resolution of support issued by the City of El Paso on December 15, 2021.

14.

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

**WHEREAS**, on February 18, 2020, City Council authorized the City Manager to sign a Memorandum of Understanding (MOU) with Workforce Solutions Borderplex to certify a projected Child Care Local Match Contribution of \$90,000; and

**WHEREAS**, an amendment to the Child Care Local Match Agreement is necessary to amend the projected certification amount from \$90,000 to the actual expenditures of \$43,327.08 which reflect actual services provided from the 45th year Community Development Block Grant Funds (CDBG) awarded to the City of El Paso Parks and Recreation Department and the City of El Paso Parks and Recreation general funds.

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

That the City Manager be authorized to sign the Child Care Local Agreement Amendment for the certification of services provided in the amount of \$43,327.08 as part of the 45th year Community Development Block Grant Funds (CDBG) awarded to the City of El Paso Parks and Recreation Department and the City of El Paso Parks and Recreation general funds.

**CONSENT AGENDA – SPECIAL APPOINTMENTS:**

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

15.

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

**WHEREAS**, the City of El Paso is a member of the Texas Municipal League ("TML"), a statewide organization that represents the interests of Texas cities at the state and federal levels; and

**WHEREAS**, the TML Board of Directors governs and conducts the affairs of TML, promotes interest in municipal government on a regional level, and facilitates the exchange of information among cities across the region; and

**WHEREAS**, the TML Board of Directors is comprised of a president, regional directors, affiliate directors, directors-at-large, and past presidents; and

**WHEREAS**, the City of El Paso has a permanent director-at-large seat on the TML Board of Directors; and

**WHEREAS**, only city officials of member cities may serve as directors; and

**WHEREAS**, having representation on the TML Board of Directors would provide greater influence at the regional and state levels for the City of El Paso; and

**WHEREAS**, TML requires that cities endorse their selected Board member through official City Council action;

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

That District 6 Representative, Claudia L. Rodriguez, be appointed as the City's representative to the Texas Municipal League Board of Directors effective upon City Council approval.

16.

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

**WHEREAS**, the City of El Paso is a member of the Texas Mayors of Military communities; and,

**WHEREAS**, the purpose of the Texas Mayors of Military Communities is to educate the legislature and public about the needs and benefits of communities that contain military installations; and,

**WHEREAS**, the Texas Mayors of Military Communities has been instrumental in advocating during the state legislative session for continued funding of the Defense Economic Adjustment Assistance Grant Program; and,

**WHEREAS**, the City of El Paso has received grant funding through the Defense Economic Adjustment Assistance Grant Program and has identified continued funding as a priority legislative initiative this legislative session;

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

That the Mayor elects to appoint District 1 Representative Peter Svarzbein to serve on the Texas Mayors of Military Communities committee.

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

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

17. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Ivan Lopez to the Historic Landmark Commission by Representative HenryRivera, District 7.

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



18. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Holly Wright to the Civil Service Commission by Representative Joe Molinar, District 4.

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

19. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Evi Marisa Licona to the Zoning Board of Adjustment in the Alternate Position by Representative Cissy Lizarraga, District 8.

**CONSENT AGENDA - BOARD APPOINTMENTS:**

**Goal 3: Enhance and Sustain El Paso's Infrastructure Network**

20. \*Motion made, seconded, and unanimously carried to **APPOINT** Mark Wancho to the Open Space Advisory Board by Representative Alexsandra Annello, District 2.

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

21. \*Motion made, seconded, and unanimously carried to **APPOINT** Fernando Delgado to the Parks and Recreation Advisory Board by Representative Claudia L. Rodriguez, District 6.

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

22. \*Motion made, seconded, and unanimously carried to **APPOINT** Mark-Thomas Bray to the Ethics Review Commission by Representative Joe Molinar, District 4.
23. \*Motion made, seconded, and unanimously carried to **APPOINT** Danny Perea to the El Paso Bond Overview Advisory Committee by Representative Cassandra Hernandez, District 3.
24. \* Motion made, seconded, and unanimously carried to **APPOINT** Emma Acosta to the El Paso Bond Overview Advisory Committee by Representative Henry Rivera, District 7.
25. \*Motion made, seconded, and unanimously carried to **APPOINT** Representative Cassandra Hernandez to the Financial Oversight Audit Committee by Mayor Oscar Leeser.
26. \*Motion made, seconded, and unanimously carried to **APPOINT** Representative Joe Molinar to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.
27. \*Motion made, seconded, and unanimously carried to **APPOINT** Luis Yañez to the Civil Service Commission by Representative Cissy Lizarraga, District 8.

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

28. \*Motion made, seconded, and unanimously carried to **APPOINT** Martina Lorey to the City Plan Commission by Representative Aleksandra Annello, District 2.

29. \*Motion made, seconded, and unanimously carried to **APPOINT** Daniel Carey-Whalen to the City Plan Commission by Representative Joe Molinar, District 4.

30. \*Motion made, seconded, and unanimously carried to **APPOINT** William J. Ellis to the City Accessibility Advisory Committee by Representative Cissy Lizarraga, District 8.

31. \*Motion made, seconded, and unanimously carried to **APPOINT** Kate Felzer to the Building and Standards Commission by Representative Aleksandra Annello, District 2.

#### **CONSENT AGENDA – APPLICATION FOR TAX REFUNDS:**

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

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

1. The Shalom Group Tax Escrow, in the amount of \$27,028.34, made an overpayment on December 31, 2020 of 2020 taxes. (Geo. # C884-999-0010-0200)
2. Corelogic, in the amount of \$5,576.40, made an overpayment on December 15, 2020 of 2020 taxes. (Geo. # N425-999-0450-2450)
3. GECU Mortgage, in the amount of \$2,758.00, made an overpayment on December 18, 2020 of 2020 taxes. (Geo. # V893-999-4620-1500)

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

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

33. \*Motion made, seconded, and unanimously carried to **ACCEPT** the notation pursuant to Section 2.92.110 of the City Code, receipt of the following campaign contributions by Mayor Oscar Leaser: \$2,500 from Randall J. Bowling and \$2,500 from Robert L. Bowling IV.

34. \*Motion made, seconded, and unanimously carried to **ACCEPT** the notation pursuant to Section 2.92.110 of the City Code, receipt of the following campaign contribution by Representative Cassandra Hernandez: \$2,500 from Woody and Gayle Hunt.

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

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

35. \*Motion made, seconded, and unanimously carried to **AWARD** Solicitation No. 2020-975R Secure Messaging for First Responders to Infinite Convergence Solutions, Inc. for an initial three (3) year term estimated award of \$202,500.00.00. The award is to include two (2) one-year options in amount of \$135,000 for a total five (5) year award of \$337,500.00.

Contract Variance:	N/A
Department:	Police Department
Award to:	Infinite Convergence Solutions, Inc. Rockville, MD
Annual Estimated Award:	\$67,500.00
Initial Term Estimated Award:	\$202,500.00 (3 years)
Total Estimated Award:	\$337,500.00 (5 years)
Account No.:	321-21280-2811-522150
Funding Source:	Confiscated Fund
Districts:	All

This is a Request for Proposal, service contract. The Purchasing and Strategic Sourcing and Police Departments recommend award as indicated to Infinite Convergence Solutions, Inc. the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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#### **Goal 6: Set the Standard for a Safe and Secure City**

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36. \*Motion made, seconded, and unanimously carried to **DELETE** the award of Solicitation No. 2021-0043R 457(b) Deferred Compensation Plan Administrator and 401(a) Profit Sharing Plan Administrator to Empower Retirement, LLC for an initial five (5) year term. The award is to include a two (2), two (2) year optional terms for a total of nine (9) years.

Contract Variance:	No cost to the City
Department:	Human Resources
Award to:	Empower Retirement, LLC Greenwood Village, CO
Items:	ALL
Initial Term:	5 years
Option to Extend:	Two, two (2) years
Annual Estimated Award:	NA
Initial Term Estimated Award:	NA
Total Estimated Award:	NA
Account No.:	NA
Funding Source:	Employee Voluntary Contributions Only
Districts:	All

This is a Request for Proposal, service contract. The Purchasing and Strategic Sourcing and Human Resources Departments recommend award as indicated to Empower Retirement, LLC the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

## **REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:**

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

#### **37. Budget Update.**

Ms. Nicole Cote, Office of Management and Budget Director, presented a PowerPoint Presentation (on file in the City Clerk's Office) and responded to questions from Members of the City Council.

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

The following City staff commented and responded to inquiries:

1. Mr. Tommy Gonzalez, City Manager
2. Mr. Robert Cortinas, Chief Financial Officer
3. Ms. Dionne Mack, Deputy City Manager for Public Safety

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

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

The following members of the public commented:

1. Mr. Jose Santiago
2. Ms. Lisa Turner

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

Motion made by Representative Rivera, seconded by Representative Lizarraga, 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, Anello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

- 38.** An Ordinance changing the zoning of a portion of Lots 2 & 3, Block 1, Las Terrazas Subdivision, 1351 and 1355 Zaragoza Rd., City of El Paso, El Paso County, Texas from C-1/C/SC (Commercial /condition/special contract) to C-4/C/SC (Commercial/condition/special contract). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1351 and 1355 Zaragoza Rd.

Applicant: Palo Verde Business Park, LLC; PZRZ20-00017

39. An Ordinance releasing all conditions placed on the property by Ordinance No. 7313 and 17870 which changed the zoning of Lot 2 & 3, Block 1, Las Terrazas Subdivision, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1351 and 1355 Zaragoza Rd.  
Applicant: Palo Verde Business Park, LLC; PZCR20-00002

**PUBLIC HEARING WILL BE HELD ON MARCH 2, 2021 FOR ITEMS 38 AND 39**

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

40. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Ethics) of the El Paso City Code in its entirety to clarify the rules and procedures related to the ethical requirements of City officers and employees by reorganizing the structure to create three articles: Code of Ethics; Standards of Conduct; and Ethics Review Commission; to amend, clarify and add definitions, to define the jurisdiction of the Ethics Review Commission, and to streamline the complaint process. The penalty for violations of Chapter 2.92 (Ethics) of the El Paso City Code is provided in Section 2.92.200 (Disposition) as amended in this Ordinance.

**PUBLIC HEARING WILL BE HELD ON FEBRUARY 16, 2021**

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

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

41. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and unanimously carried to **AWARD** Solicitation 2021-0260 Modesto Gomez Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated award of \$1,986,506.88. Park Improvements are to include stabilization and reconstruction of the walking/jogging path, rehabilitation of the two baseball and two soccer fields, installation of a desert garden. In addition, picnic tables, trash receptacles, accessible park benches, entry plaza, trees in raised planters and berms, a pet waste station, and exercise stations will also be installed.

Department:	Capital Improvement
Award to:	MARTINEZ BROS. CONTRACTORS, LLC El Paso, TX
Item(s):	All
Initial Term:	350 Consecutive Calendar Days
Base Bid:	\$1,986,506.88
Total Estimated Award:	\$1,986,506.88
Account No.:	190-29010-4800-580220- PCP13PRKA14
Funding Source:	2012 Quality of Life

District(s): 8

This is a Low Bid procurement, unit price contract.

The Purchasing and 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.

Mr. Sam Rodriguez, City Engineer, presented a PowerPoint Presentation (copy on file in the City Clerk's Office) and responded to questions from Members of the City Council.

Mayor Leaser and Representatives Rivera and Lizarraga commented.

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

NAYS: None

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

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42. Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Hernandez, and unanimously carried to **AWARD** Solicitation 2020-036 Delta Drive Bridge Replacement to International Eagle Enterprises, Inc. for an estimated award of \$1,662,906.55. This award will support the enhancement of pedestrian safety, provide ADA accessibility, and full-depth pavement rehabilitation.

Department:	Capital Improvement Award to: International Eagle Enterprises, Inc. El Paso, TX
Item(s):	All
Initial Term:	180 Standard Workweek Days
Base Bid I:	\$1,592,578.55
Base Bid II:	\$58,800.00
Base Bid III:	\$11,528.00
Total Estimated Award:	\$1,662,906.55
Account No.:	190-580270-4743-38290-PCP18TRAN04 190-580270-4950-38170-PCP18TRAN04
Funding Source:	2018 Certificates of Obligation and Federal Highway Administration
District(s):	3

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. The award is contingent upon Texas Department of Transportation (TXDOT) concurrence of award. 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, contingent upon concurrence of award from TXDOT. 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, Anello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

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

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43. \*Motion made, seconded, and unanimously carried to **DELETE** the Public Hearing of an 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 Chapter 2.92 (Ethics) of the El Paso City Code is listed in Section 2.92.200 (Disposition) as amended in this Ordinance. [POSTPONED FROM 01-05-2021]

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

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44.

**ORDINANCE 019138**

The City Clerk read an Ordinance entitled: **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.**

Mr. Mark Weber, Community Development Program Manager, presented a PowerPoint Presentation (copy on file in the City Clerk's Office) and responded to questions from Members of the City Council.

Representative Annello commented.

The following City staff members commented and responded to inquiries:

1. Mr. Tommy Gonzalez, City Manager
2. Ms. Nicole Ferrini, Community and Human Development Director

The following members of the public commented:

1. Ms. Jesus Zapata
2. Ms. Lisa Turner
3. Mr. Adriano Perez
4. Mr. Jonathan Macias
5. Ms. Claudia Gomez (submitted written notice in support of the item)
6. Mr. Isac Ponce (submitted written notice in support of the item)

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

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

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

Motion duly made by Representative Annello, 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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**REGULAR AGENDA – OTHER BUSINESS**

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

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**45. RESOLUTION**

**WHEREAS**, the City Council of the City of El Paso recognizes the need for an updated assessment of current public services, facilities, and infrastructure deficiencies on the Eastside of the City and as such has moved forward with the creation of the 2019 City of El Paso Eastside Growth Management Plan; and

**WHEREAS**, a primary objective of the Plan is to create a data driven growth management plan for the Eastside that results in a realignment of strategies and priorities to ensure concurrent delivery of facilities and services as part of a new development by providing an inventory and gap analysis of existing City services, facilities, and infrastructure as well as projected future needs.

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

1. That the 2019 City of El Paso Eastside Growth Management Plan ("Plan"), attached hereto, is hereby officially adopted.
2. That the Plan be used to, among other things, prioritize and guide the provision of services, facilities, and infrastructure to the Eastside area of El Paso.
3. That adoption of the Plan shall not commit the City of El Paso to specific funding levels or implementation strategies, but shall provide guidance for the City's vision for growth and development of the Eastside of El Paso.
4. That the City Manager is directed to work with the Eastside City Representatives from Districts 3, 5, 6, and 7 in conjunction with the City Manager's Eastside Policies Cross Functional Team to develop recommendations for the implementation of the Plan.

Mr. Alex Hoffman, Capital Improvement Department Assistant Director, presented a PowerPoint Presentation (copy on file in the City Clerk's Office) and responded to questions from Members of the City Council.

Mayor Leeser and Representatives Svarzbein, Hernandez, Salcido, Rodriguez, and Rivera commented.

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

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

NAYS: None

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## **MEMBERS OF THE CITY COUNCIL**

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46.

### **RESOLUTION ADOPTING THE RULES OF ORDER FOR THE EL PASO CITY COUNCIL REVISED, AS EFFECTIVE FEBRUARY 2, 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 relinquish 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 item under consideration.

For Regular City Council Meetings, in the debate, each member of Council has the right to speak twice on the same item on the same day, but cannot make a second speech on the same item as long as any member who has not spoken on that question desires the floor. No one can speak longer than ten minutes at a time without permission of a majority of Council. The City Clerk will keep time and will notify the Mayor if a Representative reaches the allotted time.

During Work Sessions, Special meetings, or Agenda Review meetings, there will not be a limit to the time allowed for each Representative to have the floor, and 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.

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

Mr. Tommy Gonzalez, City Manager, commented.

Ms. Lisa Turner, citizen, commented.

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

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

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

Motion made by Representative Salcido, seconded by Representative Lizarraga, and carried to **AMEND** the City Council's adopted Rules of Order, Section 12 - Obtaining the Floor, to limit debate during Regular City Council meetings to ten minutes at a time and each Representative may speak twice on an item. The City Clerk will monitor the time and alert the Mayor if a Representative reaches the allotted time. There will not be a time limit during Work Sessions, Special Meetings, or Agenda Review meetings.

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

NAYS: Representatives Annello and Molinar

---

## **ADJOURN**

---

Motion made by Representative Hernandez, seconded by Representative Lizarraga, and unanimously carried to **ADJOURN** this meeting at 5:56 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 #:** 21-192, **Version:** 1

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**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**

**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 City Manager be authorized to sign a Temporary Land Use Lease by and between the City of El Paso ("Lessor") and BT-OH, LLC d/b/a United Parcel Service CO. ("Lessee") regarding the following described property: A portion of Lot 9, Block 3, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas (approximately 234,840.30 SQ FT), municipally known and numbered as 25 Founders Blvd., El Paso, Texas, with a term beginning on February 16, 2021 and ending on May 31, 2021, for a monthly fee of \$4,696.81.

**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?*

**Temporary Land Use Lease: February 16, 2021 to May 31, 2021**

**PRIOR COUNCIL ACTION:**

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

**N/A: Initial Lease.**

**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.**

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

**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:** February 16, 2021

**PUBLIC HEARING DATE:** February 16, 2021

**CONTACT PERSON NAME AND 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:**

That the City Manager be authorized to sign a Temporary Land Use Lease by and between the City of El Paso ("Lessor") and BT-OH, LLC d/b/a United Parcel Service CO. ("Lessee") regarding the following described property: A portion of Lot 9, Block 3, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas (approximately 234,840.30 SQ FT), municipally known and numbered as 25 Founders Blvd., El Paso, Texas. With a term beginning on February 16, 2021 and ending on May 31, 2021, for a monthly fee of \$4696.81.

**BACKGROUND / DISCUSSION:**

Temporary Land Use Lease: February 16, 2021 to May 31, 2021.

**PRIOR COUNCIL ACTION:**

N/A: Initial Lease.

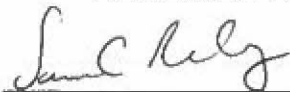
**AMOUNT AND SOURCE OF FUNDING:**

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

---

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

**DEPARTMENT HEAD:**



---

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 be authorized to sign a Temporary Land Use Lease by and between the City of El Paso ("Lessor") and BT-OH, LLC d/b/a UNITED PARCEL SERVICE CO. ("Lessee") regarding the following described property:

A portion of Lot 9, Block 3, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas (approximately 234,840.30 SQ FT), municipally known and numbered as 25 Founders Blvd., El Paso, Texas

with a term beginning on February 16, 2021, and ending on May 31, 2021, for a monthly fee of \$4,696.81.

**APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2021.**


**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

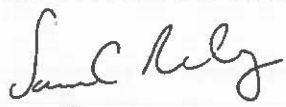
**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Josette Flores  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

# **TEMPORARY LAND USE LEASE**

**EL PASO INTERNATIONAL AIRPORT  
EL PASO, TEXAS**

---

Effective Date

**BT-OH, LLC d/b/a UNITED PARCEL SERVICE CO.**  
Lessee

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## **EXHIBIT A – Metes and Bounds & Lease Area Graphic**



## TEMPORARY LAND USE LEASE

THIS Temporary Land Use Lease is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, between the **CITY OF EL PASO** ("Lessor") and **BT-OH, LLC d/b/a UNITED PARCEL SERVICE CO.**, a Delaware corporation ("Lessee").

### WITNESSETH:

**WHEREAS**, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas, ("Airport"), said Airport being managed by the Managing Director of Aviation and International Bridges ("Director");

**WHEREAS**, Lessor deems it advantageous to itself and to its operation of the Airport to lease to Lessee the parcel of land described below, together with certain privileges, rights, uses and interests therein;

**WHEREAS**, Lessee proposes to lease the parcel of land on a net basis from Lessor to avail itself of certain privileges, rights and uses pertaining thereto;

**WHEREAS**, Lessee has indicated a willingness and ability to properly keep and maintain said ground in accordance with standards established by Lessor if granted a lease on said ground area;

**WHEREAS**, Lessee and Lessor had previously entered into a Temporary Land Use Lease effective from September 15, 2020 through January 31, 2021 (the "2020 Lease"), pursuant to Section 2.01 of the 2020 Lease, and has been on holdover status since that time, pursuant to Section 2.02 of the 2020 Lease;

**WHEREAS**, Lessee and Lessor wish to enter into the present short-term lease in order to formalize their contractual relationship as they negotiate a multi-year lease for the Premises defined below.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

### ARTICLE I PREMISES AND PRIVILEGES

#### **Section 1.01      Description of Premises Demised.**

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the following described real property located in El Paso County, Texas:

A portion of Lot 9, Block 3, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas (approximately 234,840.30 SQ FT), municipally known and numbered as 25 Founders Blvd., El Paso, Texas, and more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

Lessee acknowledges that an existing EPWU/PSB facility and water lines are located in the northwesterly corner of Lot 9, Block 3, Butterfield Trail Industrial Park Unit Three, City of El Paso, El Paso County, Texas, as shown on Exhibit "A-1" attached hereto and incorporated herein by reference. Lessee shall at all times allow EPWU/PSB unencumbered access across the Premises to the EPWU/PSB facility from the street (Founders Boulevard). Lessee shall not interfere with the power provided to the EPWU/PSB facility or with water lines from the facility.

**Section 1.02      Right to Construct.**

Lessee shall not construct any permanent or temporary structures on the Premises, without the prior written approval of the Director.

**ARTICLE II  
TERM OF LEASEHOLD**

**Section 2.01      Term.**

This shall be a monthly lease, beginning on February 16, 2021 ("Effective Date"), and ending on May 31, 2021, and may be terminated by either party upon a thirty (30) day written notice to the other. If the initial period of tenancy shall be less than a full month, the rental for the partial month shall be pro-rated accordingly.

**Section 2.02      Holding Over.**

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rental of one and one-half (1½) times the current monthly rental, and Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

**Section 2.03      Recapture.**

Notwithstanding any other provision of this Lease, should Lessor execute a lease of the Premises, or should the Premises be required for Airport use, Lessee shall vacate the Premises within thirty (30) days of receipt of written notice from the Director and this Lease shall terminate.

**Section 2.04      National Emergency.**

In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension.

**ARTICLE III  
RENTALS**

**Section 3.01      Ground Rental.**

For the purpose of computing the monthly rental to be paid by Lessee to Lessor for the Premises (hereinafter referred to as the "Ground Rental"), Lessor and Lessee agree that the Premises comprise 234,840.30 square feet. The Ground Rental for the Premises will, during the lease term, be calculated on the basis of 234,840.30 square feet at an annual rate of \$0.24 per square foot. Initially, therefore, the annual Ground Rental shall be FIFTY SIX THOUSAND THREE HUNDRED SIXTY ONE AND 67/100 DOLLARS (\$56,361.67) with a monthly rental amount of FOUR THOUSAND SIX HUNDRED NINETY SIX AND 81/100 DOLLARS (\$4,696.81).

**Section 3.02      Commencement of Rental.**

Payment of Ground Rental by Lessee to Lessor as aforesaid shall commence on February 16, 2021, of this Lease.

**Section 3.03      Time of Payment.**

The rent shall be paid in a prorated amount for the first month and thereafter in three (3) monthly installments. Said monthly rental payments shall be paid in advance on or before the first day of each and every month during the term of this Lease.

**Section 3.04      Unpaid Rent, Fees and Charges.**

Any installment of Ground Rental, any fees, or other charges or monies accruing under any provisions of this Lease that are not received by the 10th day of the month in which payment is due, shall bear interest at the rate equal to the maximum allowed by law the date when the same was due according to the terms of this Lease until paid by Lessee.

**Section 3.05      Place of Payment.**

All payments provided herein shall be paid to Lessor at the following address:

Accounting Department  
El Paso International Airport  
P.O. Box 971278  
El Paso, Texas 79997-1278.

In lieu of payments being mailed to the above address, electronic payments may be made via any electronic payment system acceptable to Lessor.

## **ARTICLE IV OBLIGATIONS OF LESSEE**

### **Section 4.01      Net Lease.**

This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth elsewhere in this Lease Agreement. Lessee shall:

- A.      Keep and maintain the Premises in a good state of repair at all times.
- B.      Pay all taxes and governmental charges of any kind whatsoever that may be assessed against the Lessee or the Lessor, with respect to the Premises or any improvements thereon, during the term of this Lease, including any extensions or option periods granted thereto.
- C.      Pay all casualty, bond, and liability insurance premiums required in accordance with Article V hereinbelow.
- D.      Maintain all ground area with code compliant dust-free surfacing, and may fence the area after consultation with and approval of the Director or designee.

### **Section 4.02      Condition of Premises.**

Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon subject to Lessee's right to construct limited improvements under the terms of this Lease. Lessee accepts the Premises "AS IS", WITH ALL FAULTS, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

### **Section 4.03      Compliance With Laws.**

Lessee, at Lessee's expense, agrees that it will operate and maintain improvements on the Premises, and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon.

Lessee, at Lessee's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990 and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Lessee shall, at Lessee's expense, comply with all present and hereinafter enacted Environmental Laws and any amendments thereto, affecting Lessee's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
- (3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

- (1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its agents, employees, contractors, invitees, or a third party in violation of any Environmental Law. **Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any**



government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon which activity or operation or discharge occurs on or subsequent to the Effective Date of this Lease. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

- (2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.
- (3) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises or to respond to any

governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

- (4) Lessee shall immediately notify Lessor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (5) Lessee shall insert the provisions of this Section 4.03 in any lease agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Lease.

Notwithstanding any other provision in this Lease to the contrary, Lessor shall have the right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises.

Lessee's failure or the failure of its agents, employees, contractors, invitees or the failure of a third party to comply with any of the requirements and obligations of this Section shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth in Section 6.02 hereinbelow, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively, or in the alternative.

#### C. Reporting.

- (1) At any time that Lessee submits any filing pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the Federal Aviation Administration, the Environmental Protection Agency or the Texas Commission on Environmental Quality, Lessee shall provide duplicate copies of the filing(s) made along with any related documents to Lessor.
- (2) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide current environmental inspection and inventory report on the Premises acceptable to Lessor, and if, in the opinion of Lessor, the Premises shall require environmental remediation, Lessee shall perform same to return the Premises into a (like new) condition equal or better to that as of the effective date of the Lease.

**Section 4.04      Trash, Garbage, Etc.**

Lessee shall make suitable arrangements for the storage, collection, and removal of all trash, garbage and other refuse resulting from Lessee's activities on the Premises. Lessee shall provide appropriate, covered, commercial type receptacles, for such trash, garbage, and other refuse, and will maintain these receptacles, screened from view, if possible, of adjoining properties or public streets, in an attractive, safe, and sanitary manner.

**Section 4.05      Permitted Uses.**

Lessee will not enter into any activity on the Premises other than parking for its employees during hours of operation.

**ARTICLE V  
INSURANCE AND INDEMNIFICATION**

**Section 5.01      Liability Insurance.**

Lessee, at its sole cost and expense shall, throughout the term of this Lease, provide and keep in force for the benefit of Lessor and Lessee, as their respective interests may appear, comprehensive general liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) for bodily injury to one person for each occurrence, One Million Dollars (\$1,000,000.00) for bodily injuries to more than one person arising out of each occurrence and One Hundred Thousand Dollars (\$100,000.00) for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

**Section 5.02      Authorized Insurance Companies.**

All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor. Such policies shall contain:

- A. A statement of the coverage;
- B. A statement certifying the Lessor to be listed as an additional insured;
- C. A statement of the period during which the policy is in effect;
- D. A statement that the relevant premium or the advance deposit premium for such policy has been paid in advance; and
- E. An agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least fifteen (15) days prior written notice to Lessor.



**Section 5.03      Indemnification.**

**LESSEE COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF EL PASO, TEXAS, AND ITS RESPECTIVE DIRECTORS, OFFICERS, AGENTS, COUNCIL MEMBERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, DEMANDS, LIABILITIES, FINES OR EXPENSES WHATSOEVER (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION) WHICH MAY BE BROUGHT, ALLEGED, OR IMPOSED AGAINST THE CITY OF EL PASO, TEXAS, ITS RESPECTIVE DIRECTORS, OFFICERS, AGENTS, COUNCIL MEMBERS, AND/OR EMPLOYEES RELATING TO OR CONCERNING ANY DAMAGE TO OR LOSS OF PROPERTY, OR PERSONAL INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF OR INCIDENT TO ITS OPERATIONS AND THE LEASING, OR THE USE AND OCCUPANCY OF, THE LEASED PREMISES.**

**ARTICLE VI  
EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER**

**Section 6.01      Expiration.**

This Lease shall expire at the end of the term or any extension thereof.

**Section 6.02      Cancellation.**

Subject to the provisions of Article VI, this Lease shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due;
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises;
- E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or

- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

In any of the aforesaid events, Lessor may take immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Lessor to declare this Lease canceled upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

**Section 6.03      Repossessing and Reletting.**

In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, and for such time as provided herein, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such lawful force as may be necessary; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

**Section 6.04      Assignment, Subleasing and Transfer.**

Lessee shall not sublease, assign or transfer this Lease.

**Section 6.05      Rights Upon Expiration.**

At the expiration of this Lease, Lessor shall have the Premises returned to Lessor clear of all improvements.

**Section 6.06      Landlord's Lien.**

It is expressly agreed that in the event of default in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission or its successor agency, and any other laws pertaining thereto and the Railroad Commission of the State of Texas. Lessor agrees that Lessor will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Lessee, any sublessee or any assignee of the Lessee. In the event Lessor exercises the option to terminate the leasehold as provided herein, the Lessor, after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first to the necessary proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

**ARTICLE VII  
GENERAL PROVISIONS**

**Section 7.01      Right of Flight.**

The City of El Paso reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the El Paso International Airport.

The City of El Paso reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at El Paso International Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

The City of El Paso reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the El Paso International Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

**Section 7.02      Time is of the Essence.**

Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.

**Section 7.03      Notices.**

All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, or by prepaid overnight delivery, addressed to the proper party at the following addresses:

LESSOR:	City Clerk City of El Paso 300 N. Campbell St. El Paso, Texas 79901	Director of Aviation El Paso International Airport 6701 Convair Road El Paso, Texas 79925-1099
LESSEE:	BT-OH, LLC Attn: Kevin Stoelting 1400 North Hurstbourne Pkwy Louisville, KY 40223	

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

**Section 7.04      Attorney's Fees.**

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

**Section 7.05      Agreement Made in Texas.**

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Lease. Venue shall be in the courts in El Paso County, Texas.

**Section 7.06      General Civil Rights Provision.**

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 Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the 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.

**Section 7.07      Compliance with Nondiscrimination Requirements.**

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 7.07 hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 7.07 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:



- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. 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 subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Section 7.08      Affirmative Action.**

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

**Section 7.09      FAA Covenants.**

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

- A. 1. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) in the event facilities are constructed, maintained, or otherwise operated on the property described in this agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or

be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the lease had never been made or issued. [See FAA Order 1400.11, Appendix C of Appendix 4]
- B. 1. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.
2. In the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. [See FAA Order 1400.11, Appendix D of Appendix 4]
- C. 1. During the term of this agreement, Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (which discourages 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).;
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).
2. In the event of breach of any of the covenants in this section C, Lessor shall have the rights and remedies set forth in sections A and B above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E of Appendix 4]

**Section 7.10 Cumulative Rights and Remedies.**

All rights and remedies of Lessor here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

**Section 7.11 Interpretation.**

Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusions there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.



**Section 7.12      Agreement Made in Writing.**

This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

**Section 7.13      Paragraph Headings.**

The Table of Contents of this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

**Section 7.14      Severability.**

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**Section 7.15      Successors and Assigns.**

All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors, assigns, legal representatives, heirs, executors and administrators.

**Section 7.16      Taxes and Other Charges.**

The Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against the Lessee or the Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, or any improvements thereon, during the term of this Lease including any extensions or option periods granted thereto. Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from the Lessee's use of the property or possession of the Premises.

The Lessee in good faith may contest any tax or governmental charge; provided that the Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to the Lessor, such action will not adversely affect any right or interest of the Lessor.

**Section 7.17      Waiver of Warranty of Suitability.**

**LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. Except as otherwise provided in this Lease, LESSEE LEASES THE PREMISES AS-IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.**

**Section 7.18      Survival of Certain Provisions.**

All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 4.03 and 5.03.

**Section 7.19      Restrictions and Reservations.**

This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent the right, at any reasonable time and without notice, to enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with all the Environmental Laws and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**Section 7.20      Subordination of Lease.**

All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Lessee may cancel this Lease in its entirety.

**Section 7.21      Authorization to Enter Lease.**

If Lessee signs this Lease as a corporation, each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

**Section 7.22      Force Majeure.**

Neither party to this Agreement is responsible to the other party for non-performance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

**Section 7.23      Performance Standards.**

The Premises shall not be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions

**Section 7.24      Hazardous Activities.**

No activity shall be conducted on the Premises that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining and adjacent Lots, or that shall be illegal.

**Section 7.25      Effective Date.**

Regardless of the date signed, this Lease shall be effective as of the Effective Date noted in Section 2.01.

**[SIGNATURES BEGIN ON THE FOLLOWING PAGE]**

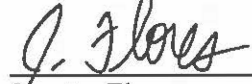
**LESSOR'S SIGNATURE AND ACKNOWLEDGMENT**

IN WITNESS WHEREOF, this Lease has been approved on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

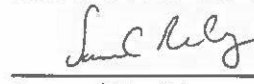
**LESSOR: CITY OF EL PASO**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Josette Flores  
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, Texas.

My Commission Expires: \_\_\_\_\_

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

**[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]**

# LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE: BT-OH, LLC d/b/a UNITED  
PARCEL SERVICE CO.

By: \_\_\_\_\_

Printed Name: Kevin Stoelting

Title: Real Estate Director

## ACKNOWLEDGMENT

THE STATE OF Texas )

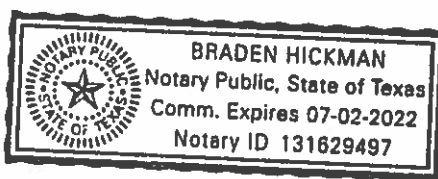
COUNTY OF Collin )

This instrument was acknowledged before me on this 9 day of February 2021,  
by Kevin Stoelting, Real Estate Director of BT-OH, LLC d/b/a UNITED PARCEL SERVICE  
CO., on behalf of said entity.

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

My Commission Expires:

07/02/2022





Legislation Text

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File #: 21-178, Version: 3

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**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**

**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.*

Resolution scheduling Regular City Council Meetings and standing Work Sessions in accordance with El Paso Municipal Charter.

**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?*

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.

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

**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 Clerk's Office

**AGENDA DATE:** February 16, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Laura D. Prine, (915) 212-0049

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** GOAL 6 SET THE STANDARD FOR SOUND GOVERNANCE AND FISCAL MANAGEMENT

**SUBGOAL:** 6.8 Support transparent and inclusive government.

**SUBJECT:**

A Resolution scheduling Regular City Council Meetings and standing Work Sessions in accordance with El Paso Municipal Charter.

**BACKGROUND / DISCUSSION:**

Agenda Review and Work Sessions currently take place on Mondays with Regular City Council Meetings taking place on Tuesdays; adoption of this Resolution will allow standing meetings to be scheduled on Tuesdays and Wednesdays if the regularly scheduled meetings fall on the day after a City holiday or other closure. On weeks when a City holiday or other closure fall on a Monday the Agenda review meeting and the Work Session will be conducted on Tuesday and the Regular City Council meeting will be conducted on Wednesday of that week.

**PRIOR COUNCIL ACTION:**

December 1, 2015 – a Resolution was adopted after modification to Section 3.5(A) of the El Paso City Charter requiring City Council to meet a minimum of once every other week and establishing City Council Work Sessions taking place on the Monday prior to the Regular City Council Meeting.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

---

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

**DEPARTMENT HEAD:**

*Laura D. Prine*

02/10/2021



## RESOLUTION

**WHEREAS**, Section 3.5(A) of the El Paso City Charter, as approved by the voters on November 3, 2015, requires that Regular meetings of the Council shall be held in Council chambers no less than once every other week at such times as may be prescribed by resolution;

**WHEREAS**, Section 3.5(A) of the Charter also allows "special meetings and informal work sessions of the Council [to] be called by the Mayor or a majority of the entire Council by giving written notice to the City Clerk";

**WHEREAS**, on December 1, 2015, Council established the regularly scheduled meetings, and also resolved to call standing Monday City Council Work Sessions; and

**WHEREAS**, Council desires to allow for flexible days for the regular meetings and standing Work Sessions for weeks that are affected by holidays or other City closures.

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

1. **REGULAR CITY COUNCIL MEETINGS.** Commencing on Tuesday, February 16, 2021, and continuing every other Tuesday thereafter, the El Paso City Council shall conduct regular meetings to address the business of City Council, including but not limited to the adoption of ordinances, provided however, that if such Tuesday falls on the day after a City holiday or other closure, City Council will conduct the regular meeting on Wednesday of that same week.
2. **STANDING CITY COUNCIL WORK SESSIONS.** Commencing on Monday, March 1, 2021, and continuing every other Monday thereafter, the El Paso City Council shall conduct a standing work session for the purpose of reviewing the agenda prior to the Tuesday Regular City Council Meeting and any other matter which a Council Representative and/or the City Manager determine is appropriate for a Monday City Council Work Session, or Executive Session items as determined appropriate by the City Attorney. However, if there is a City holiday or other closure on such Monday, City Council will conduct the standing work session on Tuesday of that same week.
3. By the adoption of this Resolution, the City Council Work Sessions are regularly scheduled and approved by a majority of Council. This Resolution shall constitute notice to the City Clerk as required by Section 3.5 (A) and no further action by the Mayor or City Council shall be required to call City Council Work Sessions on the Monday immediately preceding Regular City Council Meetings, or the Tuesday immediately preceding Regular Wednesday City Council Meetings on weeks that the Council meeting is affected by a City holiday or other closure.

4. The City Manager is hereby authorized to set the agendas for the standing City Council Work Sessions and to cancel a standing City Council Work Session in the event he determines there is no need for a work session, or if a quorum of council is not available to attend the standing City Council Work Session.
5. That Exhibit "B", to the City Council Rules of Order effective January 5, 2021, and amended on February 2, 2021, when referring to call to the public during Regular City Council meetings shall include regular City Council meetings held on Wednesdays hereunder.
6. All City Council Rules and Procedures not expressly modified herein remain in full force and effect.

Passed and Approved this \_\_\_\_ day of February, 2021.

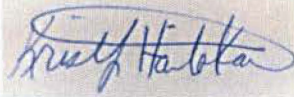
CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura Prine  
City Clerk

  
\_\_\_\_\_  
Kristen Hamilton-Karam  
Senior Assistant City Attorney



Legislation Text

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**File #:** 21-193, **Version:** 1

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

**All Districts**

Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

**STRATEGIC GOAL:**

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

**SUBGOAL: 6.7 Deliver effective and efficient processes to maximize value in obtaining goods and services**

**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 6.7 - Deliver effective and efficient processes to maximize value in obtaining goods and services.

**Award Summary:**

That the City Manager or Designee be authorized to participate in cooperative procurements available through the Division of Purchases and Supply (DPS), a business unit of the Department of General Services for the Commonwealth of Virginia in order to procure goods and/or services required by the City. This approval will provide the City of El Paso the opportunity to leverage bulk pricing and expedite delivery of goods and 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.

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

**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:** Purchasing & Strategic Sourcing

**AGENDA DATE:** February 16, 2021

**CONTACT PERSON/PHONE:** Bruce D. Collins – Purchasing & Strategic Sourcing Director 915-212-1181

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL: NO. 6:** Set the Standard for Sound Governance and Fiscal Management

**SUBJECT:**

That the City Manager or Designee be authorized to participate in cooperative procurements available through the Division of Purchases and Supply (DPS), a business unit of the Department of General Services for the Commonwealth of Virginia in order to procure goods and/or services required by the City.

**BACKGROUND / DISCUSSION:**

The City of El Paso has the general authority to access the contracts of other governmental agencies cooperative purchasing programs. The goal is to combine the City of El Paso purchasing requirements with other agencies to achieve discount pricing which results in direct cost and administrative savings. The Division of Purchases and Supply (DPS) offers various contracts that have been competitively solicited for use by other governmental agencies. The program is non-exclusive, voluntary, and there is no charge to participate. The City of El Paso can use those contracts that offer the best fit and overall value based on the City's specific needs and requirements.

**SELECTION SUMMARY:**

N/A

**PRIOR COUNCIL ACTION:**

The Cooperative Purchasing Network; Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program ; Texas Association of Schools Boards, Inc. (TASB, Inc.); ESC-Region 19 Cooperative Purchasing Program; Harris County Department of Education Cooperative Purchasing Program; Tarrant County Cooperative Purchasing Program; and PEPPM Technology Bidding and Purchasing Program Central Susquehanna Intermediate Unit (CSIU t/d/b/a PEPPM); Region 8 Education Service Center; OMNIA Partners Parties.

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

*BDC*

\_\_\_\_\_  
Bruce D. Collins, CPPO – Purchasing & Strategic Sourcing Director

**PROJECT FORM**

**(Resolutions)**

\*\*\*\*\*

Please place the following item on the **CONSENT** agenda (under **RESOLUTIONS**) for the Council Meeting **February 16, 2021.**

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

The linkage to the Strategic Plan is subsection 6.7 – Deliver effective and efficient processes to maximize value in obtaining goods and services.

**Award Summary:**

That the City Manager or Designee be authorized to participate in cooperative procurements available through the Division of Purchases and Supply (DPS), a business unit of the Department of General Services for the Commonwealth of Virginia in order to procure goods and/or services required by the City. This approval will provide the City of El Paso the opportunity to leverage bulk pricing and expedite delivery of goods and services.

## RESOLUTION

**WHEREAS**, the Division of Purchases and Supply (DPS) is a business unit of the Department of General Services for the Commonwealth of Virginia; and

**WHEREAS**, the DPS manages statewide procurement services for the Commonwealth of Virginia, including supporting cooperative procurements with public bodies or institutions outside the Commonwealth of Virginia in accordance with the ordering provisions of the DPS for the specific good and/or service in question; and

**WHEREAS**, the City of El Paso, Texas pursuant to the authority granted under Section 271.101 to 271.102 of the Local Government Code, desires to avail itself of procurement opportunities available through the DPS which are in the best interest of the taxpayers through cooperative savings to be realized; and

**WHEREAS**, pursuant to Section 271.102(c), purchases of goods or services under the cooperative procurement program satisfies state law requiring the City to seek competitive bids for the purchase of goods or services; and

**WHEREAS**, City Council finds that, as a matter of public interest, participating in the cooperative procurement program is in the best interest of the City of El Paso and its citizens in accordance with the terms and conditions herein.

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

That the City Manager or Designee be authorized to participate in cooperative procurements available through the Division of Purchases and Supply (DPS), a business unit of the Department of General Services for the Commonwealth of Virginia in order to procure goods and/or services required by the City.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(Signatures Begin on the Following Page)

**CITY OF EL PASO**

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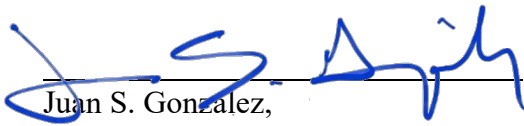
Oscar Leeser  
Mayor

**ATTEST:**

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Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



---

Juan S. Gonzalez,  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Bruce D. Collins*

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Bruce D. Collins, Director  
Purchasing and Strategic Sourcing





Legislation Text

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**File #:** 21-183, **Version:** 1

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

**District 8**

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

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

**STRATEGIC GOAL:**

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

**SUBGOAL:** 7.3 Enhance a regional comprehensive transportation system

**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 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 Downtown Bicycle Improvements Phase I project, for the design and construction of bicycle facilities at various downtown street locations to include signage, wayfinding, striping, and intersection treatments, which has an estimated total project cost of \$2,728,712.00 of which the estimated local government participation amount is \$331,706.00.

**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 Downtown Bicycle Improvements Ph I project consists of the design and construction of bicycle facilities at various downtown street locations to include buffered and conventional bicycle lanes, bicycle boulevards, shared lane markings, and protected bicycle lanes along various streets. The project includes signage, wayfinding, striping, and intersection treatments.

**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?*

Federal, State and Local Funding (Certificate of Obligation)

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

**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:** February 16, 2021

**CONTACT PERSON/PHONE:** Yvette Hernandez, P.E., CID Director of Grant Funded Programs, 212-1860

**DISTRICT(S) AFFECTED:** 8

**STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network**

**SUBJECT:**

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 Downtown Bicycle Improvements Phase I project, for the design and construction of bicycle facilities at various downtown street locations to include signage, wayfinding, striping, and intersection treatments, which has an estimated total project cost of \$2,728,712.00 of which the estimated local government participation amount is \$331,706.00.

**BACKGROUND / DISCUSSION:**

The Downtown Bicycle Improvements Ph I project consists of the design and construction of bicycle facilities at various downtown street locations to include buffered and conventional bicycle lanes, bicycle boulevards, shared lane markings, and protected bicycle lanes along various streets. The project includes signage, wayfinding, striping, and intersection treatments.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ 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:** Federal, State  
and Local Funding (Certificate of Obligation)

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

Gvette Hernandez

## 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 Downtown Bicycle Improvements Phase I project, for the design and construction of bicycle facilities at various downtown street locations to include signage, wayfinding, striping, and intersection treatments, which has an estimated total project cost of \$2,728,712.00 of which the estimated local government participation amount is \$331,706.00.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

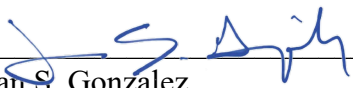
**THE CITY OF EL PASO:**

**ATTEST:**

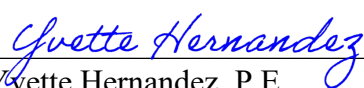
\_\_\_\_\_  
Oscar Leaser  
Mayor

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
  
Yvette Hernandez, P.E.  
Director of Grant Funded Programs

TxDOT:		Federal Highway Administration:	
CSJ #	0924-06-570	CFDA No.	20.205
District #	24 EL PASO	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400		
Project Name	Downtown Bicycle Improvements PH 1	AFA Not Used For Research & Development	

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT**  
**For**  
**Congestion Mitigation Air Quality (CMAQ)**  
**Off-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115814** and **115291** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Downtown Bicycle Improvement PH 1**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated \_\_\_\_\_ **2021**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in

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<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0924-06-570</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>24 EL PASO</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>13400</b>		
<b>Project Name</b>	<b>Downtown Bicycle Improvements PH 1</b>	<b>AFA Not Used For Research &amp; Development</b>	

Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## AGREEMENT

### 1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	<b>N/A</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 11
4.	<b>Local Government</b>	Construction Responsibilities	Article 12
5.	<b>N/A</b>	Right of Way and Real Property	Article 14

### 2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 3. Scope of Work

The scope of work for the Project consists of various downtown street locations (identified in Attachment B) the design and construction of bicycle facilities at various downtown street locations (identified in Attachment B) to include buffered and conventional bicycle lanes, bicycle boulevards, shared lane markings, and protected bicycle lanes along various streets citywide. The project includes signage, wayfinding, striping, and intersection treatments.

### 4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
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<b>District #</b>	<b>24 EL PASO</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>13400</b>		
<b>Project Name</b>	<b>Downtown Bicycle Improvements PH 1</b>	<b>AFA Not Used For Research &amp; Development</b>	

Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those



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<b>District #</b>	<b>24 EL PASO</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>13400</b>		
<b>Project Name</b>	<b>Downtown Bicycle Improvements PH 1</b>	<b>AFA Not Used For Research &amp; Development</b>	

estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
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<b>District #</b>	<b>24 EL PASO</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>13400</b>		
<b>Project Name</b>	<b>Downtown Bicycle Improvements PH 1</b>	<b>AFA Not Used For Research &amp; Development</b>	

or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

## 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government

TxDOT:		Federal Highway Administration:	
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will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

## 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally

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funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

## 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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**14. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

**15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**16. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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## 25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

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Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. 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, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. 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.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes



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discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## 27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these*

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*requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall 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 all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person

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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.

### 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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### 32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

### THE LOCAL GOVERNMENT

#### THE CITY OF EL PASO:

By: \_\_\_\_\_  
Tomás González, City Manager

\_\_\_\_\_  
Date

#### APPROVED AS TO CONTENT:

\_\_\_\_\_  
Yvette Hernandez, P.E.  
Director of Grant Funded Programs

#### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

#### THE STATE OF TEXAS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kenneth Stewart  
Typed or Printed Name

\_\_\_\_\_  
Director of Contract Services  
Typed or Printed Title

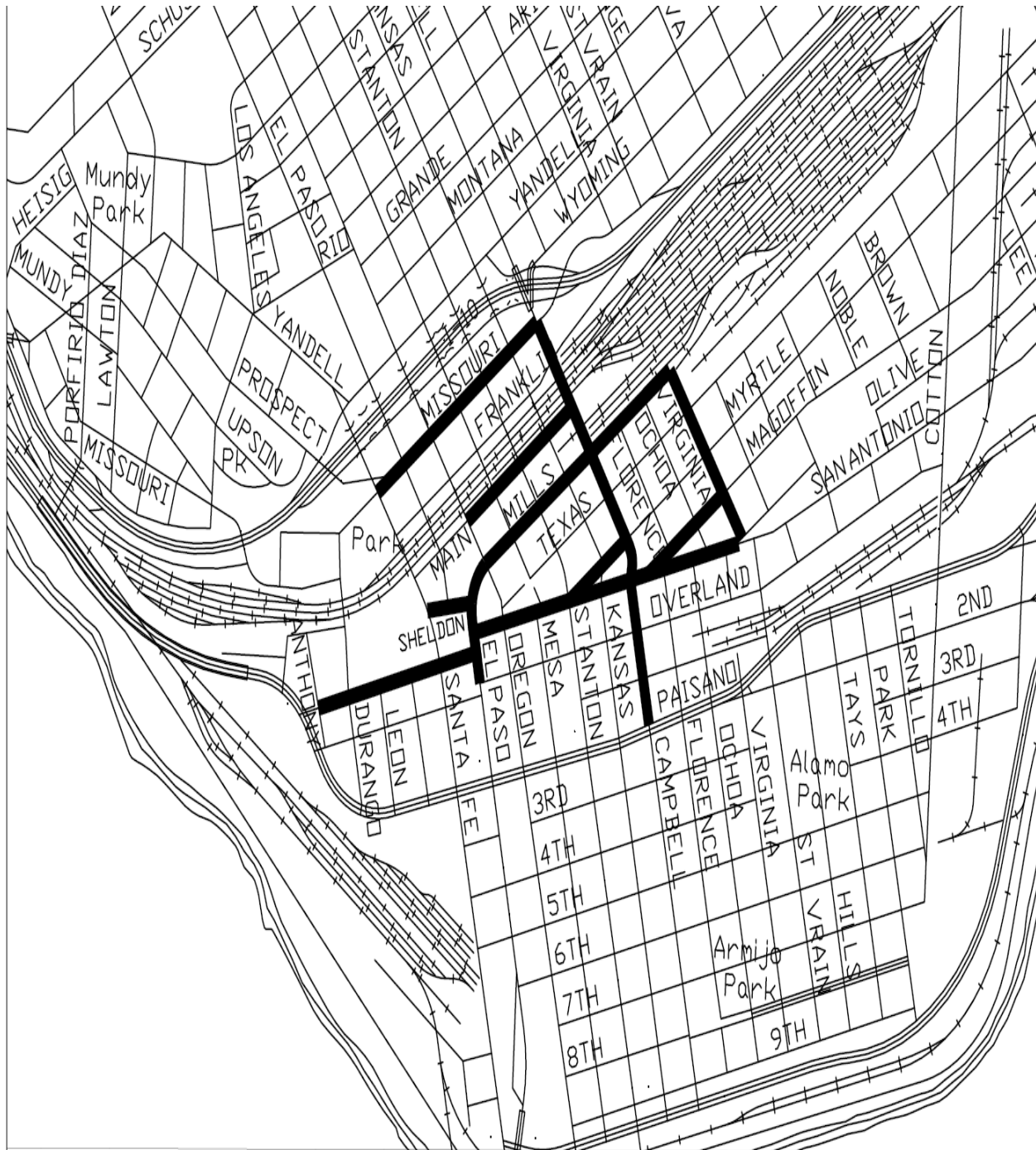
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Date

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**ATTACHMENT A**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

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## ATTACHMENT B LOCATION MAP SHOWING PROJECT



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### ATTACHMENT C PROJECT BUDGET

Except for Indirect State Costs, all other costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	\$400,000	80%	\$320,000	0%	7.4%	\$29,600	20%	12.6%	\$50,400
Environmental (by Local Government)	\$75,000	80%	\$60,000	0%	7.4%	\$5,550	20%	12.6%	\$9,450
Construction (by Local Government)	\$2,143,722	80%	\$1,714,978	0%	7.4%	\$158,635	20%	12.6%	\$270,109
Subtotal	\$2,618,722		\$2,094,978			\$193,785			\$329,959
Environmental Direct State Costs	\$3,274	80%	\$2,619	0%	7.4%	\$242	20%	12.6%	\$413
Right of Way Direct State Costs	\$655	80%	\$524	0%	0%	\$0	20%	20%	\$131
Engineering Direct State Costs	\$3,928	80%	\$3,142	0%	7.4%	\$291	20%	12.6%	\$495
Utility Direct State Costs	\$655	80%	\$524	0%	0%	\$0	20%	20%	\$131
Construction Direct State Costs	\$4,582	80%	\$3,666	0%	7.4%	\$339	20%	12.6%	\$577
Indirect State Costs	\$96,896	0%	\$0	100%	100%	\$96,896	0%	0%	\$0
<b>TOTAL</b>	<b>\$2,728,712</b>		<b>\$2,105,453</b>			<b>\$291,553</b>			<b>\$331,706</b>

Initial payment by the Local Government to the State: \$1,170

Payment by the Local Government to the State before construction: \$577

Estimated total payment by the Local Government to the State \$ 1,747

This is an estimate. The final amount of Local Government participation will be based on actual costs.





# Downtown Bicycle Improvements Ph I Advanced Funding Agreement

February 16, 2021



## Project Background

- This is an Advanced Funding Agreement with TxDOT for the design and construction of bicycle facilities.
- The Downtown Bicycle Improvements Ph I project consists of bicycle facilities at various downtown street locations to include buffered and conventional bicycle lanes, bicycle boulevards, shared lane markings, and protected bicycle lanes.







## Recommendations

- 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 Downtown Bicycle Improvements Phase I project, for the design and construction of bicycle facilities at various downtown street locations to include signage, wayfinding, striping, and intersection treatments.
- Estimated total project cost: \$2,728,712.00
- Estimated **City participation** amount of **\$331,706.00**



Thank you



Legislation Text

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**File #: 21-205, Version: 2**

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

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

**SUBJECT:**

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

A Resolution that the City of El Paso appoint Jackie York as a regular appointee to the Central Appraisal District Board of Directors to serve an unexpired term.

**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?*

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.

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

**Department Head:**

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

## RESOLUTION

**WHEREAS**, the City of El Paso is entitled to appoint two members to the El Paso Central Appraisal District Board; and

**WHEREAS**, City Council desires to appoint one of its members to the El Paso Central Appraisal District Board.

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

That Jackie York is hereby appointed to the El Paso Central Appraisal District Board of Directors to replace Samuel Trimble.

APPROVED this \_\_\_\_ day of February 2021.

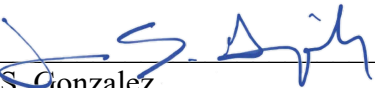
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

DATE: February 9, 2021

TO: City Clerk

FROM: Mayor Oscar Leaser

ADDRESS: 300 N. Campbell, 2<sup>nd</sup> Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT \_\_\_\_\_ REGULAR X

Agenda for the Council Meeting of February 16, 2021

Item should read as follows: Appointment of Jackie York to the Central Appraisal District Board of Directors by Mayor Oscar Leaser

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Central Appraisal District Board of Directors

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Jackie York  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?** YES: \_\_\_\_\_ NO X

**IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:**

**HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:** \_\_\_\_\_

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):**

N/A

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**

NAME OF INCUMBENT: Samuel Trimble

EXPIRATION DATE OF INCUMBENT: 12/31/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_

RESIGNED \_\_\_\_\_

REMOVED X

DATE OF APPOINTMENT: 2/16/2021

TERM BEGINS ON : 01/01/2020

EXPIRATION DATE OF NEW APPOINTEE: 12/31/2021

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: \_\_\_\_\_

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: X





# Jackie York

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REALTOR  
CENTURY 21 THE EDGE

- Realtor for 20 years
- **Community Involvement:** YISD Partner in Education ( 7 yrs), Former Board of Director and President Elect of Family service of El Paso, provides turkeys to under privilege families from Rio Bravo Middle School ( 8 yrs), Past Volunteer Houchen Center
- **Real Estate Involvement Local :** Greater El Paso Association of Realtor President Elect 2021, Secretary Treasurer 2020, Board of Director 2008,2009,2016,2017,2018,2019, Chair of budget and Finance 2020, Governmental Affairs Committee (2007,2018,2019,2020,2021) , Grievance 2007,2008, Professional Standards 2015, Community Investment 2019,2020,2021, TREPAC Chair 2007 and committee 2006-2021 Woman's Council of Realtors President 2017  
**Real Estate Involvement Texas Association of Realtors:** TREPAC Trustee for El Paso Region 2018,2019,2020,2021, TAR PAG committee 2017-2020, Education Committee, Distinguished Award Committee, Chair of Recognition Committee
- **Designation and Awards:** National Awards: Top 250 Agents for NAREP( nationwide) 2018,2019,2020 , Beyond Excellence, Quality Service 2008- present, WCR Entrepreneur Of the Year 2013, Top Gun with ERA, President Circle Century 21
- **Local Awards:** Best of the Border 2009, Top 25 Realtors in El Paso, Top Agent Century 21 2008-2020, Greater El Paso Association of Realtors Salesman of the Year 2017



Jackie has lived in El Paso for the last 48 years. She is married for 33 years and has 3 Boys. She is a top producing agent in El Paso with over 20 years of experience. She loves selling homes in El Paso as she believes El Paso offers an exceptional quality of life, diverse culture and a tight knit community.

She is active in the community and loves to volunteer and give back to the Place She calls Home “ El Paso”





Legislation Text

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**File #: 21-213, Version: 4**

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

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

**SUBJECT:**

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

A Resolution that the City of El Paso appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors to serve an unexpired term.

**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?*

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.

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

**Department Head:**

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

## **RESOLUTION**

**WHEREAS**, the City of El Paso is entitled to appoint two members to the El Paso Central Appraisal District Board; and

**WHEREAS**, City Council desires to appoint one of its members to the El Paso Central Appraisal District Board.

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

That Tanny Berg is hereby appointed to the El Paso Central Appraisal District Board of Directors to replace Ronald Wallace Lowenfield.

APPROVED this \_\_\_\_ day of February 2021.

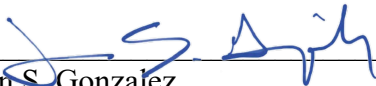
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

DATE: February 9, 2021

TO: City Clerk

FROM: Mayor Oscar Leaser

ADDRESS: 300 N. Campbell, 2<sup>nd</sup> Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT \_\_\_\_\_ REGULAR X

Agenda for the Council Meeting of February 16, 2021

Item should read as follows: Discussion and action regarding a Resolution that the City of El Paso appoint Tanny Berg as a regular appointee to the Central Appraisal District Board of Directors to serve an unexpired term.

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Central Appraisal District Board of Directors

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Tanny Berg  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: \_\_\_\_\_

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: \_\_\_\_\_

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: X NO \_\_\_\_\_

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: CAMINO REAL REGIONAL MOBILITY AUTHORITY AND OTHERS (SEE ATTACHED BIO)

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Ronald Lowenfield

EXPIRATION DATE OF INCUMBENT: 12/31/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_

RESIGNED \_\_\_\_\_

REMOVED X

DATE OF APPOINTMENT: 2/16/2021

TERM BEGINS ON : 01/01/2020

EXPIRATION DATE OF NEW APPOINTEE: 12/31/2021

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: \_\_\_\_\_

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: X

## Tanny Berg

Mr. Tanny Berg has been an active commercial real estate developer and investor for over forty years. A resident of El Paso since 1952, Mr. Berg attended public schools in El Paso and received his Bachelor of Business Arts Degree with an emphasis in Accounting from the University of Texas at El Paso in 1970 and immediately joined Jack Berg Sales Company, an international importer and distributor of electronics, founded by his father, the late Jack S. Berg, in 1952.

Throughout the last over forty years, Mr. Berg owns or is a partner in Berg Properties, Berg Investment Company, Baruch Properties LP, B/W Joint Venture, Micropartners LP, Micropartners West LP, The Shalom Group LP, and EP Shalom LP, which entities control many shopping centers, office parks, hotels, industrial developments, and downtown redevelopment projects in El Paso, Texas. In addition, Mr. Berg has been very active in various civic and not for profit associations. He was a founder and past chair for 16 years of the Central Business Association, a downtown consortium dedicated to urban revitalization, as well as past chairman of the board of the El Paso Hispanic Chamber of Commerce, the El Paso Child Crisis Center, Las Palmas Medical Center of El Paso and again of the now combined boards of Las Palmas and Del Sol Hospitals (the Hospital Corporation of America (HCA) System in El Paso), and for three years at Unite El Paso, a grass roots citizens empowering organization created to engage El Pasoans in identifying and resolving critical political and social deficiencies affecting the Paso Del Norte regions economic growth and stability - to name just a few organizations.

Currently he is passionately and actively engaged in organizing and developing an El Paso based food bank, El Pasoans Fighting Hunger, affiliated with Feeding America, the national consortium of food banks, to address the profound crisis of hunger in the greater El Paso community. In addition, Mr. Berg is serving or has served on the governing or advisory boards of KCOS Public Television, the El Paso International Airport, the El Paso Tax Increment Financing Board, the City of El Paso Industrial Bond Advisory Board, Wells Fargo Bank Advisory Board of El Paso, the El Paso/Juarez World Trade Center, the El Paso Downtown Management District, the El Paso Times Advisory Board, the Rio Grande Girl Scouts Council, the Children's Trust Fund of Texas, the UTEP Alumni Association, and IHS Hospital Corporation in El Paso as well as many others. He is also a proud member of LULAC Council 335.

Mr. Berg has been interviewed on the "MacNeil/Lehrer Report" news program on PBS and has been quoted in the national publication "The Economist" on business issues relating to the border. Mr. Berg was also a founder and past chair of the El Paso Hebrew Day School, past president of Congregation B'nai Zion in El Paso, and has served on the National Board of Directors of the United Synagogue of America. In 2002, Mr. Berg was named the United States Small Business Association's Regional Small Business Advocate of the Year.



Legislation Text

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**File #:** 21-199, **Version:** 2

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

Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006

**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.*

Richard C. Bonart to the El Paso Bond Overview Advisory Committee by Representative Claudia Rodriguez, District 6.

**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?*

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.

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

**Department Head:**

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

DATE: 02/16/2021

TO: City Clerk

FROM: City Representative Claudia L. Rodriguez, District 6

ADDRESS: 300 N. Campbell TELEPHONE (915) 212-0006

Please place the following item on the (Check one): CONSENT XXX REGULAR       

Agenda for the Council Meeting of February 16, 2021

Re-Appointment of Richard C. Bonart to the Bond Overview Advisory Committee by

City Item should read as follows: Representative Claudia L. Rodriguez, District 6

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Bond Overview Advisory Committee

NOMINATED BY: City Representative Claudia L. Rodriguez DISTRICT: 6

NAME OF APPOINTEE Richard C. Bonart

(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS:       

CITY:        ST:        ZIP:        PHONE:       

HOME ADDRESS: N/A

CITY: N/A ST: Tx ZIP: N/A PHONE: N/A

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?** YES:        NO X  
**IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:**

**HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: OSAB 06/23/2009-11/30/2009, PUBLIC SERVICE BOARD FROM 01/13/10-12/31/13, OSAB FROM 09/08/15-04/18/17 AND CITY PLAN COMMISSION FROM 4/18/17-07/24/18.**

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):** N/A

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**

NAME OF INCUMBENT: Richard C. Bonart

EXPIRATION DATE OF INCUMBENT: 12/31/2020

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X  
RESIGNED         
REMOVED       

DATE OF APPOINTMENT: 02/16/2021

TERM BEGINS ON : 01/01/2021

EXPIRATION DATE OF NEW APPOINTEE: 12/31/2024

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM:       

UNEXPIRED TERM:



Resume for Richard C. Bonart  
June 1 2020

**Education:**

Graduate Coronado High School: 1970

Bachelor of Science Microbiology UTEP: 1975

Doctor of Veterinary Medicine Texas A&M University: 1979

**Employment:**

El Paso Animal Emergency Center Inc., DVM and Vice President: 1980-1990

Belvidere Animal Clinic, DVM and owner: 1987-2015 (retired )

CEO Danart Software LLC: 2008-present

**Community Service:**

Helped develop Blasting Regulations for The City of El Paso

Helped to develop Northwest Master Plan and received Certificate of Appreciation from the City of El Paso as a Citizen Planner

Helped to develop Open Space Master Plan for El Paso

Served on the Open Space Sub Committee

Negotiated with TXDoT for green development of Spur 276 and a pedestrian underpass on Loop 375

Past member in charge of City Affairs: Borderland Mountain Bike Association (BMBA)

Served on the Citizen ad hoc Stormwater Advisory Board

Treasurer for SPAC: Citizens for Flood Prevention

First Chairman Open Space Advisory Board 2010

Board Member El Paso Public Service Board Citizen Advocate and Engineering Selection Committee  
2010-2014

2015 Candidate for City Council District 1

Vice Chair Open Space Advisory Board 2015 thru 2017

Commissioner City Plan Commission April 18, 2017 – July 2018.

Campaign organizer manager for “Save Lost Dog” February –May 2019



Legislation Text

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**File #:** 21-200, **Version:** 2

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

Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006

**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.*

Ben Carnavale to the Capital Improvement Advisory Committee by Representative Claudia Rodriguez, District 6.

**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?*

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.

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

**Department Head:**

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



# **Ben Carnevale**

## **Work History**

### **Supervisor - Telecommunication Infrastructure Networking Department The University of Texas at El Paso 2015 - Present**

- Manage staff responsible for networking infrastructure throughout campus and extension locations.
- Manage budgets for department to include M&O, building projects, equipment inventory, and staff salaries.
- Establish and coordinate day to day processes and procedures

### **Enterprise Wireless Network Architect - Telecommunication Infrastructure Networking Department The University of Texas at El Paso 2000 - Present**

- Design and coordinate the implementation of wireless networking technology throughout established buildings and the university and extension sites.
- Establish maintenance contracts with vendors.
- Work with architects and engineers to design networking infrastructure for new construction throughout campus and extension sites.

### **Coordinator - College wide PC Certification El Paso Community College 1999 - 2000**

- Establish processes and requirements for Y2K certification across college locations throughout the city.
- Coordinate department representatives for certifying computer hardware and software in preparation for Y2K.

### **PLL/Automated Logistics United States Army 1991 - 1995**

- Manage and coordinate inventory for battalion vehicles
- Manage storage yard for engines, transmissions, and other vehicle components.

## **Organization Experience**

**Staff Council Chair**  
**The University of Texas at El Paso**  
**2013 – 2016**

**Founder/Director**  
**All In Christ N.G.O.**  
**2005 - 2008**

## **Education**

**Liberty University**  
**Bachelor of Science – Politics and Policy**  
**In progress – Senior**

**Howard Payne University**  
**Bachelor of Arts in Christian Studies**  
**In Progress - Senior**

**El Paso Community College**  
**Associates Degree Telecommunications and Networking**  
**Graduated - 1999**



Legislation Text

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**File #:** 21-201, **Version:** 2

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

Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006

**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 G. Hinojos to the Ethics Review Commission by Representative Claudia Rodriguez, District 6.

**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?*

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.

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

**Department Head:**

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

DATE: 02/16/2021

TO: City Clerk

FROM: City Representative Claudia L. Rodriguez, District 6

ADDRESS: 300 N. Campbell TELEPHONE (915) 212-0006

Please place the following item on the (Check one): CONSENT XXX REGULAR       

Agenda for the Council Meeting of February 16, 2021

Re-Appointment of Luis G. Hinojos to the Ethics Review Commission by City

Representative Item should read as follows: Claudia L. Rodriguez, District 6

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Ethics Review Commission

NOMINATED BY: City Representative Claudia L. Rodriguez DISTRICT: 6

NAME OF APPOINTEE Luis G. Hinojos  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS:       

CITY:        ST:        ZIP:        PHONE:       

HOME ADDRESS: N/A

CITY: N/A ST: Tx ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES:        NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:       

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):** N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Luis G. Hinojos

EXPIRATION DATE OF INCUMBENT: 02/20/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X

RESIGNED       

REMOVED       

DATE OF APPOINTMENT: 02/16/2021

TERM BEGINS ON : 02/21/2021

EXPIRATION DATE OF NEW APPOINTEE: 02/20/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM:       

UNEXPIRED TERM:



# Luis G Hinojos

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## EDUCATION

### **The University of Texas at El Paso**

Anticipated May 2021

*Bachelor of Arts in Economics • Minor in Political Science*

- *Dean's List in all semesters, 4.00/4.00 GPA*

## EXPERIENCE

### **Office of the Attorney General of Texas (Child Support Division), EL PASO, TEXAS**

JUNE 2019 — PRESENT

#### **INTERN**

- Draft liens for non-custodial parents with debts to the state and custodial parents
- Prepare dockets for state attorneys to use in court
- Review case statuses as logged by child support officers to prevent case dismissals

### **El Paso District Attorney's Office, EL PASO, TEXAS**

JUNE 2018 – AUGUST 2018

#### **INTERN**

- Analyzed jail calls, text messages, and social media posts from defendants to contribute to the state's case in chief
- Offered case input to senior attorneys in the Special Crimes Unit from reading police reports
- Drafted subpoenas, documented subpoenas for the grand jury, and organized evidence for the Investigator's Department

### **El Paso Young Republicans, EL PASO, TEXAS**

NOVEMBER 2018 – PRESENT

#### **FOUNDER AND PRESIDENT**

- Mobilize the youth to advance fiscal responsibility in government and give back to the community with our Community First project
- Recognized as the New Club of the Year by the Texas Young Republican Federation (2019)

## COMMUNITY SERVICE

### **The Immigration Initiative**

DECEMBER 2018 — PRESENT

#### **FOUNDER AND PROGRAM DIRECTOR**

- Founded this non-profit (501c3) corporation to help immigrants by hosting free naturalization workshops for residents and educational sessions for asylum-seekers
- Helped over 100 immigrants giving them an orientation on the legal system and helping them fill out the USCIS N-400 Form

### **Terry Foundation**

AUGUST 2018 — PRESENT

#### **SCHOLAR**

- Participate in over six community service projects per year including feeding immigrants at the Annunciation House in collaboration with Texas Tech University Terry Scholars

## CAMPUS ENGAGEMENT

### **The El Paso Mock Trial Association**

SEPTEMBER 2018 – PRESENT

#### **FOUNDER AND PRESIDENT**

- Lead the team with practices three times a week preparation for national competitions in the American Mock Trial Association
- Top-7 Attorney in the Tempe, Arizona Regional Tournament and Top-8 Attorney in the 3<sup>rd</sup> Annual Kangaroo Brawl Invitational

### **The Prospector Daily**

AUGUST 2019 – PRESENT

#### **OPINION CONTRIBUTOR**

- Write op-ed columns on national political issues in an effort to promote bipartisanship

### **Student Government Association**

JULY 2019 – MAY 2020

#### **SENATOR AT-LARGE**

- Worked with the Department of Parking and Transportation to add grab handles to the shuttles
- Led a special project, "Pop-Up Stage", providing a venue for fine arts students to perform and contributing to campus life
- Chaired the Representation Expansion Committee and Co-Chaired the Document Review Committee for constitutional reform

## HONORS

**The Archer Center, Fellow,** MAY 2020

**Terry Foundation, Scholar,** AUGUST 2018

**Patti and Paul Yetter Center for Law (UT El Paso), Member,** MAY 2020

**University Honors Program, Member,** JANUARY 2019

**Omicron Delta Epsilon** (Engage in economic analyses for local organizations or businesses), *Member,* OCTOBER 2019

**Leader of Mines, Recipient,** MAY 2020

**Hoover House Ambassador Program** (Help the University's president host guests at her home), *Ambassador,* OCTOBER 2019

## SKILLS & INTERESTS

**Computer:** Familiar with Photoshop, Illustrator, and video editing

**Languages:** Bilingual in Spanish and English, Intermediate proficiency in Italian

**Interests:** Experienced cellist (active participant in the University's Cello Studio and St. Luke Catholic Church's Choir)



Legislation Text

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**File #:** 21-203, **Version:** 2

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**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.*

John E. Moya to the El Paso Bond Overview 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 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?*

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.

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

**Department Head:**

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

DATE: 02/09/2021

TO: City Clerk

FROM: Peter Svarzbein Representative of District 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 February 16, 2021

Re-Appointment of John E. Moyer to the Bond Overview Advisory Committee by

Item should read as follows: Representative Svarzbein, District 1

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Bond Overview Advisory Committee

NOMINATED BY: Representative Peter Svarzbein DISTRICT: 1

NAME OF APPOINTEE John E. Moyer  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: N/A ST: N/A ZIP: N/A PHONE: \_\_\_\_\_

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?** YES: \_\_\_\_ NO X  
**IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:**

**HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:** YES, UPTOWN PARKING DISTRICT BOARD-CHAIRMAN (9/4/2018 TO PRESENT)

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):** NONE

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**

NAME OF INCUMBENT: John E. Moyer

EXPIRATION DATE OF INCUMBENT: 12/31/2020

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X  
RESIGNED \_\_\_\_\_  
REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 02/16/2021

TERM BEGINS ON : 01/01/2021

EXPIRATION DATE OF NEW APPOINTEE: 12/31/2024

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: \_\_\_\_\_  
2<sup>nd</sup> TERM: X  
UNEXPIRED TERM: \_\_\_\_\_



Legislation Text

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File #: 21-217, Version: 2

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

Mayor and Council, Representative Isabel Salcido, (915) 212-0005

**PUBL**

**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.*

Irene Morales to the Civil Service Commission 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 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?*

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.

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

**Department Head:**

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

DATE: February 10, 2021

TO: City Clerk

FROM: City Representative Isabel Salcido

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0005

Please place the following item on the (Check one): CONSENT XX REGULAR \_\_\_\_\_

Agenda for the Council Meeting of February 16, 2021

Item should read as follows: Reappointment of Irene Morales to the Civil Service Commission

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Civil Service Commission

NOMINATED BY: Isabel Salcido DISTRICT: 5

NAME OF APPOINTEE Irene Morales  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?** YES: \_\_\_\_\_ NO: X  
**IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:**

**HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:** \_\_\_\_\_

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):**

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**

NAME OF INCUMBENT: Irene Morales

EXPIRATION DATE OF INCUMBENT: 01/31/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X  
RESIGNED \_\_\_\_\_  
REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 02/16/2021

TERM BEGINS ON : 02/01/2021

EXPIRATION DATE OF NEW APPOINTEE: 01/31/2024

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: \_\_\_\_\_

2<sup>nd</sup> TERM: X

UNEXPIRED TERM: \_\_\_\_\_

# Irene Morales'



## Description

**Human Resources professional with experience in employee benefits, risk management, payroll and employee relations.**

## Experience

**Human Resources Deputy Director, City of El Paso**

**May 2002-January 2015**

- **Responsible for applying Civil Service Rules and Regulations and Police and Fire Collective Bargaining Agreements fairly and equally to all covered employees.**
- **Participated in civil service commission hearings and Division of Texas Worker's Compensation hearings.**
- **Responsible for the administration of payroll for City of El Paso employees.**
- **Responsible for the administration of self-insured benefit program that includes health, dental, vision, life, disability and deferred compensation programs.**
- **Responsible for the administration of risk management programs which includes self-insured worker's compensation coverage, liability, property and bonding insurance coverages.**
- 

**Risk Manager, Ysleta Independent School District**

**February 1989-April 2002**

- **Responsible for applying Local, State and Federal Human Resources and Department of Education rules and regulations to covered employees.**
- **Responsible for the administration of benefit program for school district employees.**
- **Responsible for the administration of risk management programs.**

## Education

**University of Texas at El Paso**

**June 1968 – December 1972**

**Bachelor of Science, Mathematics/Physics**

## Organizations

**Society for Human Resources Management**

**Professional Insurance Management Association**

**Association of Safety Management Engineers (Associate Member)**

**Claims Association of El Paso (Associate Member)**

**Chairperson of Bienivivir Senior Health Services - January 2016 – present.**

**Member of Bienivivir Ethics Committee - January 2015 – present**

**Member of Bienivivir Finance Committee - January 2015 - present**



Legislation Text

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File #: 21-198, Version: 2

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

Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006

**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.*

Bianca Berry to the Building and Standards Commission by Representative Claudia Rodriguez, District 6.

**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?*

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.

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

Department Head:

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

DATE: 02/02/2021

TO: City Clerk

FROM: City Representative Claudia L. Rodriguez, District 6

ADDRESS: 300 N. Campbell TELEPHONE (915) 212-0006

Please place the following item on the (Check one): CONSENT XXX REGULAR       

Agenda for the Council Meeting of February 16, 2021

Appointment of Bianca Berry to the Building and Standards Commission by City Representative

Item should read as follows: Claudia L. Rodriguez, District 6

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Building and Standards Commission

NOMINATED BY: City Representative Claudia L. Rodriguez DISTRICT: 6

NAME OF APPOINTEE Bianca Berry

(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS:       

CITY:        ST:        ZIP:        PHONE:       

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES:        NO X  
IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A

#### **LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):**

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: VACANT

EXPIRATION DATE OF INCUMBENT:       

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED:         
RESIGNED         
REMOVED       

DATE OF APPOINTMENT: 02/16/2021

TERM BEGINS ON : 11/01/2020

EXPIRATION DATE OF NEW APPOINTEE: 10/31/2022

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM:       

UNEXPIRED TERM:





# BIANCA BERRY

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## PROFILE

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I am an exceedingly motivated, challenge driven professional offering versatile office management skills and proficiency in Microsoft Office programs. I am a strong planner and problem solver who readily adapts to change, works independently, and exceeds expectations. I am able to juggle multiple priorities and meet tight deadlines without compromising quality. I am an extremely organized individual with the ability to prioritize time/tasks to optimize results. I have the ability to develop strategies that would improve client services. I thrive on new challenges and am result oriented. I have vast capacities to comprehend, learn, and perform a wide variety of tasks.

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## AREAS OF EXPERTISE

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**Sales** - Hard-charging performance driven sales professional who consistently exceeds quotas. Dynamic articulate communicator offering high powered presentation, negotiation, and closing skills. Strong customer relations builder based on service, support, and follow through. An experienced professional who excels in uncovering customer needs, providing solutions, handling objections, and closing sales.

**Lending** - Astute financial lender, cognizant of loan processes and procedures, credit assessments, and interest rates. Proven high performance delegate who utilizes polished listening, language, and interpretation skills to identify the needs of clients in order to close sales in high volume call center and retail environments.

**Customer Service** - Well developed communication skills with excellent draw on etiquette. Effective problem solver adept in analyzing critical situations and creating solutions to complex issues. Outstanding interpersonal relations and solid decision making skills in problem resolution.

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## EXPERIENCE

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Innovation Homes

Consultant- Co Owner/ January 2018 - Present

- Responsible for scheduling the closing with all parties.
- Made sure all the financial aspects of the transaction were complete and accurate.
- Made sure sales contract accurately reflected all details including escrow, down payment, payoffs at closing and so forth.
- Design consultant.

Realtor/ October 2014 – Present

- Present purchase offers to sellers for consideration and negotiate prices and other terms
- Advise clients on market conditions, prices, mortgages, legal requirements and related matters.
- Promote sales of properties through advertisements, open houses, and through the multiple listing service.
- Confer with escrow companies, lenders, home inspectors, and pest control companies to ensure terms and conditions of purchase agreements are met before closing dates.

Bank of England Mortgage

Loan Officer/ November 2018 – April 2020

- Monitored and managed work flow to ensure timely closings.

- Maintained product knowledge and stayed up to date on changes to market conditions.
- Marketed, serviced, and promoted the company's loan products.
- Communicated with borrowers, processors, operations staff, title companies, Realtors, etc. in effort to expedite the mortgage process.
- Requested and followed up on required documentation from clients.
- Disclosed and submitted files with much attention to details.
- Performed basic income calculations.
- Provided exemplary customer service to both internal and external customers.

#### Perl Mortgage

Loan Officer/ December 2017– November 2018

- Monitored and managed work flow to ensure timely closings.
- Maintained product knowledge and stayed up to date on changes to market conditions.
- Marketed, serviced, and promoted the company's loan products.
- Communicated with borrowers, processors, operations staff, title companies, Realtors, etc. in effort to expedite the mortgage process.
- Requested and followed up on required documentation from clients.
- Disclosed and submitted files with much attention to details.
- Performed basic income calculations.
- Provided exemplary customer service to both internal and external customers.

#### Cornerstone Home Lending

Production Associate/ December 2016 – November 2017

- Monitored and managed work flow to ensure timely closings.
- Maintained product knowledge and stayed up to date on changes to market conditions.
- Marketed, serviced, and promoted the company's loan products.
- Communicated with borrowers, processors, operations staff, title companies, Realtors, etc. in effort to expedite the mortgage process.
- Requested and followed up on required documentation from clients.
- Disclosed and submitted files with much attention to details.
- Performed basic income calculations.
- Provided exemplary customer service to both internal and external customers.

#### Desert View Homes

Closing Coordinator/ September 2012-May 2015

- Responsible for scheduling the closing with all parties.
- Made sure all the financial aspects of the transaction were complete and accurate.
- Made sure sales contract accurately reflected all details including escrow, down payment, payoffs at closing and so forth.
- Prepared reports and performed all other duties delegated by management.



Legislation Text

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File #: 21-202, Version: 2

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**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.*

Don Luciano to the Zoning Board of Adjustment 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 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?*

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.

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

Department Head:

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

DATE: 02/09/2021

TO: City Clerk

FROM: Peter Svarzbein Representative of District 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 February 16, 2021

Appointment of Don Luciano to the Zoning Board of Adjustment as a Regular Member by  
Item should read as follows: Representative Peter Svarzbein, District 1

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Zoning Board of Adjustment

NOMINATED BY: Representative Peter Svarzbein DISTRICT: 1

NAME OF APPOINTEE Don Luciano  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

HOME ADDRESS: 718 Blacker Ave.

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: HISTORIC LANDMARK COMMISSION (2016 TO 2020)

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Robert Garland

EXPIRATION DATE OF INCUMBENT: October 1, 2015

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X  
RESIGNED  
REMOVED

DATE OF APPOINTMENT: February 16, 2021

TERM BEGINS ON: February 16, 2021

EXPIRATION DATE OF NEW APPOINTEE: October 01, 2021

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM:

UNEXPIRED TERM:

# DON LUCIANO

## BUSINESS DEVELOPMENT LEADER

### Community Involvement

Past Board Member Historic Landmark Commission

Board member of "MAKE A WISH"

Past Vice President of the "HEART ASSOCIATION"

Contributor to the Disabled American Veteran Association.

### Education

Earned a Bachelors at the University of Texas at El Paso with Business Administration degree.

Successful Business Development Leader of C & M Properties and Associates with a 40 year experience driving revenues from several business ventures and partnership relationships. During my tenure as President, I have cultivated many business partnerships and have established new business projects. Creative and driven leader in the Real Estate, Rental Management and Construction/Renovation spectrum.

C & M Properties and Associates is the latest in a series of business ventures that have been led by me over the last three decades. On a month to month basis C & M Properties and Associates have effectively achieved a 92% rental occupancy with revenue growth. My main focus of purchase has been in the El Paso Historic districts and Empowerment zones. In 2009, a multi-development building was constructed with assistance from the City of El Paso, Community and Development. Since then I have constructed multiple building projects to include an office building in the Downtown area.

I currently own several properties in the historic district which have provided housing for low income families. A multi-development building has been built for small retail business and studio apartments which are also a part of the historic district.

In 2015, a major renovation project was completed on a two-story home located in the heart of Manhattan Heights (historic district). All guidelines were met on this impressive project.

Till this day the real estate business continues and continues to strive financially. My specialty is in buying and selling real estate, property management and building construction for commercial and residential properties.

Present owner and President of C & M Properties., C & M Auto Sales, Inc. and Re-Marketing Services of El Paso.



Legislation Text

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**File #: 21-215, Version: 3**

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

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

**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.*

Deborah A. Zuloaga to the Parks and Recreation Advisory Board by Mayor Oscar Leeser.

**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?*

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.

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

**Department Head:**

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

DATE: February 8, 2020

TO: City Clerk

FROM: Mayor Oscar Leaser

ADDRESS: 300 N. Campbell, 2<sup>nd</sup> Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT X REGULAR       

Agenda for the Council Meeting of February 16, 2021

Item should read as follows: Appointment of Deborah A. Zuloaga to the Parks and Recreation Advisory Board

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Parks and Recreation Advisory Board

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Deborah A. Zuloaga  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES:        NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: NO

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Romaree F. Herbert

EXPIRATION DATE OF INCUMBENT: 10/14/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED:         
RESIGNED         
REMOVED X

DATE OF APPOINTMENT: 02/16/2021

TERM BEGINS ON : 02/16/2021

EXPIRATION DATE OF NEW APPOINTEE: 10/14/2021

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM:       

2<sup>nd</sup> TERM:       

UNEXPIRED TERM: X

Deborah A. Zuloaga  
President and Chief Executive Officer  
United Way of El Paso County

Deborah Zuloaga is a native El Pasoan and graduate of North Texas State University (now University of North Texas). In 2003, Ms. Zuloaga was selected by the Board of Directors of the United Way of El Paso County to serve as the organization's President and Chief Executive Officer. She previously served as the United Way's Associate Director and Resource Development Director and as Executive Director of Girl Scouts of the Rio Grande.

Ms. Zuloaga spent 11 years in Washington, D.C. and her experience included serving as Special Events Coordinator of a Hispanic grassroots presidential campaign effort, VIVA '84; Deputy Associate Director of Presidential Personnel, The White House; and Director, Federal Advisory Committee Office, U.S. Department of Health and Human Services.

Ms. Zuloaga is currently a member of the Texas Prepaid Higher Education Tuition Board. She is also a member of United Way Worldwide Membership Accountability Committee and board member of the El Paso Homeless Coalition's El Paso City & County Continuum of Care Board.

Ms. Zuloaga was a 2019, El Paso Inc. Women of Impact. She is also a past Chair of Leadership El Paso and alumnae of the prestigious statewide leadership organization, The Texas Lyceum.





Legislation Text

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**File #: 21-218, Version: 2**

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**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.*

Daniel R. Valdez to the Museums and Cultural Affairs Advisory Board 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 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?*

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.

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

**Department Head:**

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

DATE: February 10, 2021

TO: City Clerk

FROM: City Representative Isabel Salcido

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0005

Please place the following item on the (Check one): CONSENT XX REGULAR \_\_\_\_\_

Agenda for the Council Meeting of February 16, 2021

Item should read as follows: Appointment of Daniel R. Valdez to the Museums and Cultural Affairs Advisory Board

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Museums and Cultural Affairs Committee

NOMINATED BY: Isabel Salcido DISTRICT: 5

NAME OF APPOINTEE Daniel R. Valdez  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: N/A.

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: \_\_\_\_\_ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: NO

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):**

N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Raul Miguel Arizpe

EXPIRATION DATE OF INCUMBENT: 10/1/2023

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_

RESIGNED \_\_\_\_\_  
REMOVED x

DATE OF APPOINTMENT: 02/16/2021

TERM BEGINS ON : 02/16/2021

EXPIRATION DATE OF NEW APPOINTEE: 10/01/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: \_\_\_\_\_

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: X



## Daniel R. Valdez, MBA

### EDUCATOR

#### PROFILE

An El Paso native currently serving as a Business Management Cooperative Education Teacher with 8+ years of experience as an educator.

#### OBJECTIVE

To foster a learning environment that integrates the use of modern technology to nurture the development of technical and fundamental skills necessary to succeed in our global workforce. To prepare students by providing career concentrations that provide rigor, fulfill college readiness standards and ensure academic success post graduation.

To evaluate the needs, increase collaboration, and provide support to all campus CTE programs while ensuring compliance with Federal and State laws.

#### CONTACT

#### SKILLS



#### WORK EXPERIENCE



**BUSINESS MANAGEMENT TEACHER/COOPERATIVE EDUCATION COORDINATOR, CTE DEPT. HEAD, & FBLA ADVISOR @ PARKLAND HIGH SCHOOL, YSLETA ISD** /// September 2012 - Present

To coordinate and integrate classroom instruction with productive, progressive, supervised with work-based experiences/apprenticeships and interests related to the Business Cooperative Education Program. To establish and maintain local partnerships with local business leaders and community organizations to assess industry needs and ensure student success.



**GO CENTER SPECIALIST @ PARKLAND HIGH SCHOOL, YSLETA ISD** /// September 2008 - September 2012

Assist students through the college readiness process and completing the following: applications, scholarships, financial aid, collegiate entrance examinations. Also promoting post secondary opportunities. Supervise appointed UTEP student mentor(s), and oversee the development of goals, objectives, marketing flyers and materials.



**STUDENT DEVELOPMENT SPECIALIST@UNIVERSITY OF TEXAS at AUSTIN, DIVISION OF INSTRUCTIONAL INNOVATION and ASSESSMENT** /// January 2001 - September 2008

Advise students on credit by examination and course placement, responsible for registering students for University exams, CLEP, Millers Analogies Test (MAT), and Department administered exams. Serve as a liaison between students, university personal and the community promoting the UT High School Outreach Program.

#### EDUCATION



**Masters of Business Administration UNIVERSITY OF TEXAS at EL PASO** /// September 2011 - December 2013



**Bachelor of Arts Degree in Psychology UNIVERSITY OF TEXAS at AUSTIN** /// August 2003 - December 2003

#### PROFESSIONAL AFFILIATIONS



**UTEP ALUMNI ASSOCIATION BOARD MEMBER** /// September 2019 - Present



**BUSINESS SERVICE TASK FORCE COMMITTEE BORDERPLEX ALLIANCE** /// July 2016 - Present



**EL PASO MEDIA FEST LLC CoFOUNDER** /// October 2018 - Present



**ENTREPRENEURS & INNOVATORS BUSINESS ORGANIZATION** /// July 2016 - Present



**SHINE ON EL PASO NON-PROFIT** /// January 2017 - 2019



**BORDERPLEX 2020: EDUCATION & WORKFORCE TASK FORCE COMMITTEE BORDERPLEX ALLIANCE / BUSINESS SERVICE TASK FORCE COMMITTEE** /// July 2016 - August 2018



**MILLENNIAL ADVISORY GROUP THE HOSPITALS OF PROVIDENCE** /// March 2016 - Present



**JOVENES EMPRESARIOS EXECUTIVE COMMITTEE EL PASO HISPANIC CHAMBER OF COMMERCE** /// January 2015 - Present



**UNDERGRADS COLLEGE MINDSET ACADEMY LLC CoFOUNDER** /// January 2015 - Present

#### REFERENCES

**PENELOPE BANKSTON, M.Ed**  
PRINCIPAL  
PARKLAND HIGH SCHOOL

**LEAH A. WAYNE, M.Ed**  
MARKETING COOPERATIVE  
EDUCATION TEACHER  
PARKLAND HIGH SCHOOL

**LUIS MARTINEZ, MBA**  
CoFOUNDER / CoCEO  
COLLEGE MINDSET ACADEMY



Legislation Text

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File #: 21-212, Version: 2

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

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

**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.*

Richarda Duffy Momsen to the Ethics Review Commission by Mayor Oscar Leeser.

**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?*

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.

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

Department Head:

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

DATE: February 8, 2021

TO: City Clerk

FROM: Mayor Oscar Leaser

ADDRESS: 300 N. Campbell, 2<sup>nd</sup> Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT X REGULAR           

Agenda for the Council Meeting of February 16, 2021

Item should read as follows: Appointment of Richarda Duffy Momsen to the Ethics Review Commission by Mayor Oscar Leaser

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Ethics Review Commission

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Richarda Duffy Momsen  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: n/a

CITY:                      ST:            ZIP:                      PHONE:                     

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE:                     

YES:            NO X

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?**  
**IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:**

**HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:** RIO GRANDE COUNCIL OF GOVERNMENTS-SEE ATTACHED BIO                       
**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):**  
N/A

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**  
NAME OF INCUMBENT: Christopher Antcliff

EXPIRATION DATE OF INCUMBENT: 2/20/22

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED:             
RESIGNED             
REMOVED X

DATE OF APPOINTMENT: 2/16/2021

**TERM BEGINS ON :** 2/16/2021

**EXPIRATION DATE OF NEW APPOINTEE:** 2/20/2022

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM:           

2<sup>nd</sup> TERM:           

UNEXPIRED TERM: X

## Richarda Duffy Momsen

Richarda Duffy Momsen is a retired City of El Paso executive. She served the City for thirty years in a series of professional\managerial positions of increasing responsibility.

Ms. Momsen began her career as a graduate student intern in the administration of Mayor Jonathan Rogers. She drew upon her experience in writing her Master's thesis on the City of El Paso's initial program using tax increment financing to stimulate downtown redevelopment. Ms. Momsen then promoted to professional\managerial positions in the Office of Management and Budget, the Library system and the El Paso Municipal Courts. In 1992 Ms. Momsen became the El Paso Municipal Court Clerk, directing the administrative modernization of the office through technological, organizational and procedural advancements that were designed to broaden equitable access to justice for community members.

In 2002 Mayor Raymond Caballero expanded Ms. Momsen's duties to include the City Clerk's Office the City's Records Management Office, designating her as the Municipal Clerk of the newly combined department. She continued as Municipal Clerk until her retirement in 2017. During this time Ms. Momsen shepherded the combined department through the transition from a strong mayor form of government to a Council\City Manager form of government. As Municipal Clerk, Ms. Momsen handled the procedural challenges of Regular, Special, City Charter, Bond elections; recall elections; initiative petitions, referendum elections and election recounts; weekly City Council Regular and Special Agendas and official meetings.

Throughout Ms. Momsen's career she served nine mayors, two city managers, dozens of City Council members and dozens of Municipal Court judges. Invaluably, she was assisted by talented and dedicated staff members who employed ingenuity, dedication and integrity in performing their jobs. To her delight, many of those staff members have advanced professionally in government service and in private industry.

Ms. Momsen is an Eastwood Trooper and a UTEP Miner. She has B.A. in History and a Master's degree in Public Administration (M.P.A.) from UTEP. She is a Nationally Certified Court Manager, through the National Center for State Courts in Williamsburg, Virginia.

Ms. Momsen enjoyed long tenure on the Criminal Justice Advisory Committee of the Rio Grande Council of Government, representing the City of El Paso among justice and law enforcement officials in the West Texas region in the allocation of State funding for criminal justice initiatives.

Ms. Momsen's civic associations have included leadership roles in:

Junior League of El Paso  
Candlelighters of El Paso  
Planned Parenthood of El Paso  
University Presbyterian Church  
Rosa Guerrero P.T.A.  
Hornedo Middle School P.T.A.  
Franklin High School P.T.A.  
University Interscholastic League (U.I.L.) Judge, Business Division



Legislation Text

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**File #:** 21-214, **Version:** 2

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

Mayor and Council, Representative Alessandra Annello, (915) 212-0002

**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.*

Adriano Perez to the Ethics Review Commission by Representative Alessandra Annello, District 2.

**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?*

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.

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

**Department Head:**

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

DATE: 2/10/21

TO: City Clerk

FROM: City Representative Alessandra Annello

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0002

Please place the following item on the (Check one): CONSENT XXX REGULAR \_\_\_\_\_

Agenda for the Council Meeting of February 16, 2020

Appointment of Adriano Perez to the Ethics Review Commission by City Representative

Item should read as follows: Alessandra Annello, District 2.

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Ethics Review Commission

NOMINATED BY: City Representative Alessandra Annello DISTRICT: Two

NAME OF APPOINTEE Adriano Perez  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: \_\_\_\_\_ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS): N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:  
N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: David Marcus

EXPIRATION DATE OF INCUMBENT: 2/20/21

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X  
RESIGNED \_\_\_\_\_  
REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 02/16/21

TERM BEGINS ON : 02/21/21

EXPIRATION DATE OF NEW APPOINTEE: 02/20/23

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: \_\_\_\_\_



**ACLU of Texas**

**July 2018 — Present**

*El Paso Engagement Specialist*

*July 2018 — March 2020*

- Designed, coordinated, and implemented Know Your Rights trainings five issue areas
- Responsible for advancing issue area priorities across five issue areas for the El Paso/West Texas region
- Grew base of volunteers by 1200 individuals through community outreach initiatives in 18 months

**Ngage New Mexico**

**August 2017 — July 2018**

*Administrative Assistant*

- Planned, scheduled, and coordinated all logistics for First Southern New Mexico Kids Count Conference
- Coordinated event logistics and volunteers for all coalition convenings between 22+ stakeholders
- Doubled the net profit of annual fundraiser, "Celebrity Karaoke," compared to the previous 4 years

**Two Should Know – YWCA El Paso de Norte**

**July 2016 — July 2017**

*Two Should Know Clerk*

- Assisted in conducting periodic site visits to all TSK grantees and preparing biannual progress reports to Paso del Norte Health Foundation
- Planned, scheduled, and coordinated logistics for multi-day capacity building workshops for community
- Developed and maintained the website, social media, email marketing system, contacts, and resources for Two Should Know and the El Paso County Teen Pregnancy Prevention Coalition

**West Fund**

**Aug. 2013 — Jan. 2017**

*Co-founding Board Member, Intake Case Manager*

- Worked as Intake Case Manager for patients who request funding from intake to completion
- Recruited, trained, and assisted volunteers in their role as Intake Case Managers
- Formed strong alliances with similar organizations to help patients reach their funding goals

**Healthy Miner Sex Positive Peer Education Program**

**Feb. 2015 — May 2016**

*Peer Educator*

- Planned, coordinated, and facilitated LGBTQ-inclusive sex positive in-person trainings across campus
- Developed and facilitated a presentation on program adaptations at the Texas Campaign Symposium
- Collaborated with on-campus partners to facilitate in-person workshops about sexual and dating violence
- Created and disseminated content for social media, workshops, and community events

**Texas Freedom Network**

**March 2014 — May 2016**

*Student Leadership Council – Campus Organizer*

- Recruited, trained, and mobilized volunteers for community events and awareness-raising fashion show
- Coordinated event logistics for meetings, regional trainings, and large fundraisers

- Registered the largest number of voters (3,170) in history as part of consolidated team effort

## **Battleground Texas**

**March 2014 — Sept. 2014**

*Neighborhood Team Lead - Volunteer*

- Recruited, trained, and mobilized volunteers for weekly phone banks and block walking
- Responsible for cutting and delegating turf for block walking as well as management and input of data

## **Education**

The University of Texas at El Paso

*B.S. Biology*

Cumulative GPA: 3.54

## **Awards**

League of Women Voters - Rising Star (2019)

Reynolds Home - Local Hero (2019)

Queer Bar Association - "Golden Girl" Award (2019)

Texas Freedom Network - Organizer Of The Year (2015)

## **Skills**

**Language skills:** English, Spanish – High proficiency in speaking, reading, and writing

**Computer skills:** Microsoft Office, Adobe Suite, VAN, Constant Contact, Votebuilder, Wordpress, Social Media, HTML/CSS, VTiger CRM, Classy

**Other skills:** Public speaking, Photography, Illustration



Legislation Text

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File #: 21-207, Version: 2

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

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

**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.*

Veronica Carbajal to the Regional Renewable Energy Advisory Council by Mayor Oscar Leaser.

**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?*

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.

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

Department Head:

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

DATE: February 8, 2021

TO: City Clerk

FROM: Mayor Oscar Leaser

ADDRESS: 300 N. Campbell, 2<sup>nd</sup> Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT X REGULAR \_\_\_\_\_

Agenda for the Council Meeting of February 16, 2021

Item should read as follows: Appointment of Veronica Carbajal to the Regional Renewable Energy Advisory Council  
by Mayor Oscar Leaser

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Regional Renewable Energy Advisory Council

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Veronica Carbajal  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: \_\_\_\_\_ ST: TX ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: \_\_\_\_\_ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: FAIR HOUSING TASK FORCE: VOTING MEMBER 2012-14; EX-OFFICIO MEMBER 2014-15

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):  
N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Fredrick Dalbin

EXPIRATION DATE OF INCUMBENT: 3/3/2020

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_  
RESIGNED X  
REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 2/16/2021

TERM BEGINS ON : 2/16/2021

EXPIRATION DATE OF NEW APPOINTEE: 3/3/2022

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: \_\_\_\_\_

# Verónica Carbajal

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## Background:

Verónica is a fourth generation *fronteriza*. She was born in El Paso, just blocks from where her great-grandparents started their family in the Chamizal neighborhood, and raised in Juarez, down the street from where her great-grandparents moved in order to fulfill their dream of owning a home. Like her great-grandfather, grandfather and thousands of border residents, Verónica and her mother commuted from Juarez to El Paso, where she attended school and her mom worked. Her values have been shaped by her ancestors' teachings and her upbringing by a single, working class mom. Verónica has devoted her life to social justice, particularly, environmental justice, fair and affordable housing, historic and cultural preservation, and animal rights. She is a lawyer and a children's book author.

## Education:

**The University of Texas School of Law**, Austin, TX

J.D., 2004

- Scholarship recipient 2001-2004
- Texas Hispanic Journal of Law and Policy, Submissions Editor, 2003-2004; Staff, 2002-2003
- Immigration Clinic, Spring 2004

Brown University, Providence, RI

- Andrew W. Mellon Minority Undergraduate Fellowship
- Honors Environmental Studies Thesis: *Chicanas and Environmental Justice*
- Universidad de las Americas, Puebla, MEX, Semester Abroad, Fall 1996

**Languages:** Fluent in Spanish

## Awards and Bar Associations:

- Named a Rising Star by *Texas Super Lawyers*, 2010
- Impact Award recipient by the Texas Bar Poverty Law Section, 2015
- Charter Member of the George McAlmon American Inns of Court

## Work History:

**Texas RioGrande Legal Aid, Inc. (TRLA)**, El Paso, TX: June 2004 – Present

*Staff Attorney*

*Team Manager: Homelessness Prevention and Rapid Rehousing*

*Group Coordinator: Community Preservation and Empowerment*

Duties include:

- Casehandling: the direct provision of legal advice and legal services ranging from limited services to litigation in administrative tribunals and state and federal court to thousands of families.
- Managerial: supervising the work of team managers, staff attorneys, and paralegals; developing intake protocol; identifying priorities for the following teams: Colonias and Real Estate, Community Development, and Environmental Justice; and developing training and outreach materials including CLE's, manuals and brochures.
- Practice areas: Environmental Justice; Real Estate, including traditional loans, wrap around loans, and contracts for deed; Landlord/Tenant including subsidized housing, private rentals, and mobile home parks; Fair Housing/Discrimination; Disaster Assistance; and Community Development

**Mithoff & Jacks, L.L.P.,** Austin, TX: May 2002 – February 2004

*Law Clerk:* Prepared case pleadings and filings, conducted legal research, and translated documents, primarily for environmental toxic tort cases.

**University of Texas School of Law,** Austin, TX: January 2003 - October 2003

*Research Assistant, Prof. Karen Engle:* Conducted research for law review articles.

**American Civil Liberties Union, Texas Chapter,** Austin, TX: May 2001 – August 2001

*Volunteer Intern:* Conducted research on international human rights.

**Paso del Norte Clean Cities Coalition,** El Paso, TX: February 1999 - August 2001

*Air Quality Program Outreach Coordinator:* Oversaw binational, bilingual air quality and vehicle maintenance outreach programs; received DOE Clean Cities Inc. 2000 Public Outreach Award.

**Environmental Defense,** El Paso, TX: June 1998 - February 1999

*Intern/Consultant:* Translated a book, a strategic plan and manuals for binational air quality program.

**Childhood Lead Action Project–Lead Poisoning Advocacy,** Providence, RI: Feb. 1997 - May 1997

*Intern:* Prepared and documented meetings, staffed the office, and organized press conferences.

**Office of Student Life, Brown University,** September 1995- May 1996

*Residential Counselor:* Provided counseling and organized activities for a first-year unit.

**Environmental Studies Diversity Working Group, Brown University,** Sept. 1995 - May 1996

Coordinated the Center for Environmental Studies' recruitment and retention of students of color.

**Undergraduate Teaching Research Assistant,** Brown University, June 1995 - September 1995

*Research Assistant:* Revised curriculum for environmental studies introductory course.

**Brown Annual Fund,** Brown University: February 1995 - May 1995

**University Food Services,** Brown University: September 1994 - February 1995

## **Volunteer Work:**

**George McAlmon Inns of Court**, El Paso, Texas  
Associate, 2016 to present

**City of El Paso Fair Housing Task Force**, El Paso, Texas  
*Voting Member*, 2012 to 2014; *Ex-officio member*, 2014 to 2015

**Brown University Alumni Association**  
*Area Chair for Midland-Amarillo-El Paso*, 2007-2011; *Volunteer*, 1998 to 2017

**Paso del Norte Civil Rights Project**, El Paso, TX  
*Local Board member*, 2008 to 2012

**Texas Civil Rights Project**, Austin, TX  
*State Board Member*, 2012 to 2012

**El Paso Times Judicial Candidates Endorsements**, El Paso, TX  
Primary and general election of 2014 and 2018

**Green Hope Project, Inc.**, El Paso, TX  
*Board member*, 2019 to 2020

## **Small Business Owner:**

**Muneca's Books, LLC**. Self-published author of bilingual books for children.

## **Notable Casework:**

### **Community Development**

*Co-Counsel, Duranguito*: 2016 to 2020

Represented tenants living in the Duranguito neighborhood against their slumlord and obtained emergency repairs and monetary compensation, as well as relocation to public housing and the closing of the tenement. Currently represent two current tenants and two former tenants in the litigation brought by the City regarding its use of 2012 Quality of Life Bonds. The trial court ruled the City could not build a sports arena with bond money. The Third Court of Appeals reversed the ruling. The tenants filed a brief in support of their petition for review before the Texas Supreme Court. Key issues: Does the bond ordinance allow the City to build a sports arena? Does the bond ordinance allow the City to prioritize building a multipurpose performing arts center at the expense of another bond projects, the Mexican American Cultural Center?

## **Environmental Justice**

*Lead Counsel, ASARCO, SOAH Docket 582-05-0593: 2005 to 2014*

ASARCO operated a copper smelter in El Paso, Texas for over 100 years, until it shut down in 1999. Advocacy included the following. TRLA was one of several legal teams to represent Protestants in contesting the company's state air permit renewal in a hearing before the State Office of Administrative Hearings, which resulted in a recommendation by the Administrative Law Judges that the permit should be denied, but which was granted by the Texas Commission on Environmental Quality (TCEQ). The company filed for bankruptcy and decided not to reopen, shortly after the Environmental Protection Agency (EPA) requested a new source application. Once the remediation of the site began in 2009, the Ex-ASARCO Workers, represented by TRLA, were one of a couple of stakeholders to consistently advocate for environmental and health concerns related to the plant's operations. TRLA prepared and submitted comments to the remediation plans (aided by renowned expert Wilma Subra), organized meetings with lead environmental agencies, including EPA Region VI Director and key staff, oversaw two EPA technical assistance grants (TASC), conducted worker interviews that led to additional soil and water sampling, held press conferences, and more. TRLA advocated for the workers whose health was severely affected by their exposure to toxins at the plant, including contacting key health and environmental organizations, retrieving medical records from ASARCO, helping coordinate a continuing medical education course for local doctors regarding occupational exposure, and informing the work of political leaders on this issue as called upon.

*Lead Counsel: El Paso Electric. Co., SOAH Docket 582-13-1520, 2012-2014*

Represented Far East El Paso Citizens United (FEEPCU) as the only organization to challenge El Paso Electric Company's air permit for a new power plant in the Montana Vista *colonia*. Montana Vista has thousands of residents, most of whom are poor and lack basic infrastructure. The community is located outside the city's zoning power and is surrounded by small and large polluters, including the Magellan Terminal, which has 18 fuel storage tanks. TRLA represented FEEPCU before the State Office of Administrative Hearings: hired 2 experts and reviewed their pre-filed testimony, participated in depositions and discovery, participated in 3 day administrative hearing, submitted briefs and reply briefs, and other litigation matters. TRLA also represented the organization in challenging the company's greenhouse gas permit before the EPA and hired an expert and submitted comments. The organization also intervened before the Public Utility Commission (PUC). FEEPCU and the company reached a settlement that includes the creation of a Citizens Advisory Panel, \$100,000 investment in community projects, \$50,000 for energy efficiency projects for residents, and an agreement that the company will not expand operation at the plant past the 4 permitted turbines, with the exception of solar energy. TRLA also represented FEEPCU before Ft. Bliss (U.S. ARMY), which planned to build a waste incinerator next to the new power plant. After comments were submitted by the community, Ft. Bliss decided on a different location.

*Co-Counsel, Familias Unidas del Chamizal: 2017 to present*

Represent the organization in its efforts to save the abandoned Salazar Community owned by the Housing Authority of the City of El Paso and commenting on the City of El Paso's Housing Plan and Analysis of Impediment. Manage attorneys working on complaints related to the EPISD Bus Hub relocated to Bowie High School, EPISD school closures of Burleson and Beall Elementaries, and issues related to air pollution and safety hazards from nearby recycling facilities.

## **Fair Housing**



*Lead Counsel*, 2012-2015: *Chavez v. Aber*, 122 F.Supp.3d 581 (W.D. Tex. 2015).

Represented tenant, a minor, with mental health disabilities against private landlord for denying tenant use of emotional support animal because of the dog's breed. Represented tenant in Justice Court, State Court and brought affirmative lawsuit in federal court for violations of the Fair Housing Act, which resulted in the second published opinion regarding a pit bull dog as a support animal and settlement.

*Co-Counsel*, 2008-2009: *Maria C. Mora, et al v. City of El Paso, Texas, Defendant, Cause No. EP08CV0466 (W.D.Tex.-El Paso Div. (Martinez).*

Co-counseled with the Paso del Norte Civil Rights Project and represented a homeowner in a federal lawsuit against the City of El Paso under the Fair Housing Act (FHA) and Americans with Disabilities Act (ADA) after the City rebuilt the home with a city loan and failed to comply with accessible housing rules. Settlement resulted in cash settlement for homeowner.

## **Real Estate**

*Lead Counsel*, 2012 to 2018: *Reyes v. Annette Burrus*, 2012-DCV-03532 (346<sup>th</sup> Dist. Court); *Burrus v. Reyes*, 08-12-00200-CV (8COA), *Burrus v. Reyes*, 516 S.W.3d 170 (Tex. App. – El Paso 2017, pet. denied). Represented homeowners against seller in an oral contract for deed case in Tornillo, Texas. Filed lawsuit and temporary restraining order against seller and company representing Dollar General after homeowners found out that the land and mobile home that they had paid for, occupied and built on for 17 years had been sold without their knowledge or consent. Settlement with Dollar General resulted in cash proceeds for clients and attorney's fees. Seller, with Dollar General, obtained injunction to stop distribution of settlement proceeds. Homeowners appealed before the Eighth Court of Appeals and won. Jury awarded homeowners monetary damages and attorney's fees against seller. Court of appeals affirmed the jury award.

*Lead Counsel*, 2012-2014: Represented homeowner who bought a home with a loan from the City of El Paso. Home had to be demolished after repair work showed foundation was improperly set. Homeowner was responsible for mortgage on home and rent since home was uninhabitable. Researched legal options for client and worked with Habitat for Humanity for the rebuilding of the home at zero cost to homeowner.

*Lead, co-Counsel, and manager*, 2012 to the present. Represented hundreds of homebuyers with contract for deed transactions, including participation in programs run by the Texas Department of Housing and Community Affairs.

## **Wraparound Real Estate**

*Lead Counsel*, 2012 to present. Represented over 100 homebuyers in wraparound mortgages. Wraparound real estate sales are when a seller provides seller-financing (acts like a bank) and does not pay off the first lien on the house when the buyer decides to buy the property. Ideally, the buyer's payments to the seller are used to pay the first lien and their own debt to the seller. Unfortunately, wrap sales can be used to defraud buyers when the seller pockets the money instead of paying the first lien. Our approach has been to file administrative complaints with the Attorney General and the Texas Department of Savings and Lending, along with civil lawsuits to shut down the worst actors. Almost all homebuyers kept their homes or received money damages or their equivalent.

## **Subsidized Housing**

*Lead Counsel*, 2006. Represented Katrina evacuee in state lawsuit challenging the Housing Authority of the City of El Paso's (HACEP) application of its abandonment policy.

*Lead Counsel*, 2008. Represented tenant in eviction and fair housing complaint against HACEP. Conciliation resulted training by the Department of Housing and Urban Development (HUD) for HACEP staff and hiring of additional staff.

*Lead Counsel*, 2009-2010. Represented HACEP public housing tenants facing termination for chronic late payments. Agreement with HACEP resulted in the housing authority not terminating hundreds of families and changing their lease to clarify when rent payments are considered late.

*Lead Counsel*, 2011-2012. Lead TRLA team that represented HACEP public housing and Section 8 participants that were terminated from housing and rendered homeless for allegedly violating the housing authority's policy regarding criminal activity. HACEP hired former police officers to investigate these cases, which resulted in dozens of tenants being forced to sign "voluntary termination agreements" and pay alleged overpayments or face incarceration. TRLA represented dozens of tenants, which resulted in reinstatement of benefits for tenants, a change in HACEP's policy regarding criminal investigations, cash settlements for tenants, and attorney's fees. At TRLA's request, HACEP sent out letters to approximately 100 more families that were affected by these investigations and offered to reinstate their benefits.

### **Homelessness Prevention and Rapid Rehousing**

*Manager*, 2009-2011: Set up and managed Homelessness Prevention and Rapid Rehousing (HPRP) team in El Paso, funded with HUD stimulus grant. Oversaw team consisting of one attorney, one paralegal, and one secretary; worked with HPRP partners, and conducted legal research. Over the course of 22 months, the HPRP team in El Paso provided legal services to over 350 household.

### **Disaster Assistance**

*Co-Counsel*, 2006-2007: Mowad Floods

Represented nearly 30 families (homeowners and tenants) before the City of El Paso after the Mowad community flooded and the City announced a voluntary buy-out program. TRLA, using the Uniform Relocation Act (URA), negotiated replacement home values, challenged appeals, and guided residents through the process. Also represented families before the Federal Emergency Management Agency (FEMA).

*Co-Counsel*, 2006-2007: *Ramirez, et al v. City of El Paso, Cause No. 2006-5702 (41<sup>st</sup> Dist. Court)*, Represented 7 Mowad families (homeowners) in a state court lawsuit against the City of El Paso for constructive eviction, due process and equal protection violations, and violations of the URA. Settlement resulted in residents being able to remain in their homes until their participation in the buyout was complete.

*Lead Counsel*, 2007-2010: *Bustillos and Campos v. City of El Paso, 2007-4560 (34<sup>th</sup> Dist. Court)* Represented 2 Mowad families (tenants) in a state court lawsuit against the City of El Paso for improperly denying them relocation assistance per the URA and due process and equal protection laws. City lost plea to the jurisdiction and appealed. Briefed and argued the issue before the Eighth Court of Appeals and won. Settlement resulted in cash settlement for tenants and attorney's fees.



Legislation Text

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**File #: 21-220, Version: 2**

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

Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006

**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.*

Phillip Thomas Laign to the City Accessibility Advisory Committee by Representative Claudia Rodriguez, District 6.

**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?*

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.

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

**Department Head:**

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

DATE: 02/16/2021

TO: City Clerk

FROM: City Representative Claudia L. Rodriguez, District 6

ADDRESS: 300 N. Campbell TELEPHONE (915) 212-0006

Please place the following item on the (Check one): CONSENT XXX REGULAR       

Agenda for the Council Meeting of February 16, 2021

Item should read as follows: Appointment of Phillip Thomas Laign to the City Accessibility Advisory Committee by City Representative Claudia L. Rodriguez, District 6

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: City Accessibility Advisory Committee

NOMINATED BY: City Representative Claudia L. Rodriguez DISTRICT: 6

NAME OF APPOINTEE Phillip Thomas Laign  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS:       

CITY:        ST:        ZIP:        PHONE:       

HOME ADDRESS: N/A

CITY: N/A ST: Tx ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES:        NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:       

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):** N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Mary Castillo

EXPIRATION DATE OF INCUMBENT: 09/28/2019

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X  
RESIGNED         
REMOVED       

DATE OF APPOINTMENT: 02/16/2021

TERM BEGINS ON : 02/16/2021

EXPIRATION DATE OF NEW APPOINTEE: 09/28/2021

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM:       

UNEXPIRED TERM:

# PHILLIP THOMAS LAIGN,

## Service Objective

To help people with disabilities to achieve the American Dream through work and a meaningful quality of life. .

## Education

### ***Teacher Certification, 1991 | University of Texas El Paso***

3.75 Teacher preparation program with a focus on special education

### ***BS, Theology, 1987 | Ambassador University-Pasadena California***

3.648 Ministerial preparation program with a minor in Business Management

## Experience

### ***The Arc of El Paso***

*President | 1/2020 to present*

*Led the board through Strategic Planning Process and procurement of donated space for the Social Drop-in Center.*

*Vice President | 3/2018 to 12/2019*

*Contributed to discussions and decision making for the board. Authored successful grant to secure funding for strategic plan.*

### ***Blue Sky El Paso***

*Director | 1/2018 to present*

*Facilitate and provide employment services to customers referred by Texas Workforce Solutions Vocational Rehabilitation Services.*

### ***Socorro Independent School District Special Education Department***

*Transition Services | 7/2003 to 12/2017*

*Facilitate transition planning for district students, maintain relationships with external agency partners, monitor compliance on State Performance Plan Indicator 13.*

## **Americas High School**

*Special Education Teacher | 7/1999 to 7/2003*

Provide classroom instruction to students with intellectual and developmental disabilities who received special education services.

## **Salvador H. Sanchez Middle School**

*Special Education Teacher | 8/1990 to 7/1999*

Provide classroom instruction to students with learning disabilities who received special education services.

## **Awards and Accomplishments**

### ***Special Education Teacher of the Year/Texas Council of Administrators for Special Education***

January 2008. For outstanding performance as a special education teacher in Texas.

## ***Presentations and Non-Profit Board of Director Service***

2020 to present-President The Arc of El Paso

2019 to 2020-Treasurer Texas DCDT

2018 to 2019-Vice President The Arc of El Paso

2017 Presentation Texas Transition Conference-Houston

2015 Presentation Texas Transition Conference-Dallas

2015 Past President-Texas Division on Career Development and Transition

2014 President-Texas Division on Career Development and Transition

2013 President Elect-Texas Division on Career Development and Transition

2012 Vice- President-Texas Division on Career Development and Transition

2012-2014 Presentation Texas Transition Conference-Austin

2010 Presentation Texas Transition Conference-Houston

2010 Presentation Texas Council Administrators Special Education Mid-Winter Conference-Fort Worth

2008 Presentation Texas Transition Conference-Austin



Legislation Text

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**File #: 21-181, Version: 1**

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**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 A)

**BACKGROUND / DISCUSSION:**

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

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 - Refunds of Overpayments or Erroneous Payments.

**PRIOR COUNCIL ACTION:**

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

Council has considered this previously on a routine basis.

**AMOUNT AND SOURCE OF FUNDING:**

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

N/A

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

**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:** Tax Office

**AGENDA DATE:** February 16, 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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**BACKGROUND / DISCUSSION:**

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

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

**PRIOR COUNCIL ACTION:**

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

Council has considered this previously on a routine basis.

**AMOUNT AND SOURCE OF FUNDING:**

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

N/A

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

**DEPARTMENT HEAD:**

*Maria O. Pasillas*

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

TAX REFUNDS  
February 16, 2021

1. Gabriel Cervantes, in the amount of \$3,069.86, made an overpayment on January 31, 2021 of 2020 taxes.  
(Geo. # E049-999-0100-0800)
2. Ali Boureslan, in the amount of \$3,960.38, made an overpayment on January 20, 2021 of 2020 taxes.  
(Geo. # E222-999-1660-3100)
3. Manuel E. Salazar, in the amount of \$8,336.83, made an overpayment on January 25, 2021 of 2020 taxes.  
(Geo. # K408-999-0020-7100)
4. 3 C&A Crane Services LLC, in the amount of \$3,000.00, made an overpayment on December 24, 2020 of 2020 taxes.  
(Geo. #M641-999-0010-1500)
5. Member First Mortgage c/o Lereta LLC, in the amount of \$4,569.94, made an overpayment on November 18, 2020 of 2020 taxes.  
(Geo. #R570-999-0030-2100)
6. TexStar Escrow, in the amount of \$3,080.57, made an overpayment on January 15, 2021 of 2020 taxes.  
(S162-999-0270-1700)
7. Ortequi LTD, in the amount of \$5,331.17, made an overpayment on January 6, 2021 of 2020 taxes.  
(V893-999-3510-0100)

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Laura D. Prine  
City Clerk



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Maria O. Pasillas, RTA  
Tax Assessor Collector



TAX OFFICE  
RECEIVED

FEB 03 2021

MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

GABRIEL CERVANTES  
1008 OLSON ST  
EL PASO, TX 79903

Geo No. E049-999-0100-0800	Prop ID 168291
Legal Description of the Property 10 EAST GATE #1 LOT 8 5617.09 SQ FT 1864 JOHN GLENN DR 79936	
OWNER: CERVANTES GABRIEL A & MARTHA	

2020 OVERAGE AMOUNT \$3,069.86

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 PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

## Step 1. Identify the refund recipient.

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Gabriel Cervantes

Address: 1008 Olson

City, State, Zip: El Paso, TX 79903

Daytime Phone No.: (915) 408-2602

E-Mail Address: gacervantes@elpaso.gov

## Step 2. Provide payment information.

Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:

Check No.

Date Paid

Amount Paid

Gabriel Cervantes/Well Fargo

1-31-2021 \$3,069.86

TOTAL AMOUNT PAID (sum of the above amounts)

## Step 3. Provide reason for this refund.

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

☐ I paid this account in error and I am entitled to the refund.☒ I overpaid this account. Please refund the excess to the address listed in Step 1.☐ I want this payment applied to next year's taxes.☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

## Step 4. Sign the form.

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME &amp; DATE

Gabriel A. Cervantes

Gabriel Cervantes 2-3-2021

TAX OFFICE USE ONLY:

☒ Approved☐ Denied

By:

Date:

02/03/21



ANDREA  
ACT80122 v1.9002/03/2021 17:40:20  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

## Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
EC02012198	E04999901000800									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC02012198	01/31/2021	46630815	CC003578560	EC	\$767.47	\$767.47	LG	E04999901000800	29411849-GABRIEL CER
	EC02012198	01/31/2021	46630701	CC003576445	EC	\$3,069.86	\$3,069.86	PA	E04999901000800	29411735-GABRIEL CER
	R030221267	01/31/2021	46630815	CC003578560	EC	\$0.00	\$767.47	TR	E04999901000800	29411849-GABRIEL CER
	R030221267	01/31/2021	46630815	CC003578560	EC	\$0.00	\$767.47	TR	E04999901000800	29411849-GABRIEL CER
	R030221267	01/31/2021	46630701	CC003578445	EC	\$0.00	\$3,069.86	LG	E04999901000800	29411735-GABRIEL CER
	R030221267	01/31/2021	46630701	CC003576445	EC	\$0.00	\$3,069.86	TR	E04999901000800	29411735-GABRIEL CER
	EC07312085	07/31/2020	44455803	CC003124663	EC	\$773.21	\$773.21	PA	E04999901000800	28604889-GABRIEL CER
	EC06012085	05/31/2020	44283300	CC003066283	EC	\$774.30	\$774.30	PA	E04999901000800	28504008-GABRIEL CER
	EC03312085	03/31/2020	44009838	CC002991765	EC	\$774.30	\$774.30	PA	E04999901000800	28367421-GABRIEL CER
	EC12021985	11/30/2019	42081858	CC002647808	EC	\$774.30	\$774.30	PA	E04999901000800	27696787-GABRIEL CER
	EC07311985	07/31/2019	41461285	CC002558621	EC	\$595.98	\$595.98	PA	E04999901000800	27504677-GABRIEL A CE
	EC05311998	05/31/2019	41276253	CC002519627	EC	\$672.61	\$672.61	PA	E04999901000800	27422909-GABRIEL A CE
Applied Total						\$58,373.34				





MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

TAX OFFICE  
RECEIVED  
FEB 01 2021

ALI S BOURES LAN  
10009 ALBUM AVE  
EL PASO, TX 79925

OP  
+2500 ✓

Geo No. E222-999-1660-3100	Prop ID 58465
Legal Description of the Property 166 EASTWOOD HEIGHTS #B LOT 3 (10080 SQ FT)  10009 ALBUM AVE 79925  OWNER: BOURES LAN ALI & LYDIA	

2020 OVERAGE AMOUNT \$3,960.38 ✓

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: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: <u>Ali Boureslan</u> ✓				
	Address: <u>10009 ALBUM AVE</u> ✓				
	City, State, Zip: <u>EL PASO TX. 79925</u>				
	Daytime Phone No.: <u>915 443 9644</u>		E-Mail Address: <u>bali3616@aol.com</u>		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:		Check No.	Date Paid	Amount Paid
	<u>E. check paid it twice</u>				
	TOTAL AMOUNT PAID (sum of the above amounts)				
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:				
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.				
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓				
	<input type="checkbox"/> I want this payment applied to next year's taxes.				
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE		
	<u>Ali Boureslan</u>		<u>Ali Boureslan 1/25/21</u> ✓		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>[Signature]</u> Date: <u>2/1/21</u> ✓					

Notes

Go To:

AREA  
80122 v1.90

02/02/2021 17:49:23  
ACTEP

DEPOSIT Remittance Detail

Summary Query

OP + 2500

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.

EC01202198 E22299916603100

Check/Receipt es	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
EC01202198	✓	01/20/2021	46152107	CC003444188	EC	\$3,960.38	\$3,960.38	LG	E22299916603100	29207913-ALI S BOURES
EC01202198	✓	01/19/2021	46151853	CC003441984	EC	✓ \$3,960.38	✓ \$3,960.38	PA	E22299916603100	29207660-ALI S BOURES
A01222092		01/22/2020	43051713	1285	CH	\$22,133.60	\$3,962.62	PA	E22299916603100	BOURESLAN ALI & LYDIA
A01141975		01/14/2019	39895112	1262	CH	\$21,622.26	\$3,756.98	PA	E22299916603100	BOURESLAN ALI & LYDIA
A01231883		01/23/2018	37163523	1223	CH	\$20,808.84	\$3,524.34	PA	E22299916603100	BOURESLAN ALI & LYDIA
R030317398		01/24/2017	34254473	01091	CH	\$0.00	\$2.82	TR	E22299916603100	BOURESLAN ALI & LYDIA
R030317398		01/24/2017	34254473	01091	CH	\$0.00	\$36.05	TR	E22299916603100	BOURESLAN ALI & LYDIA
R030317398		01/24/2017	34254473	01091	CH	\$0.00	\$3,896.09	TR	E22299916603100	BOURESLAN ALI & LYDIA
R030317398		01/24/2017	34254473	01091	CH	\$0.00	\$10,375.58	TR	E22299916603100	BOURESLAN ALI & LYDIA
X0124172003		01/24/2017	34254473	01091	CH	\$20,118.39	\$14,310.93	LG	E22299916603100	BOURESLAN ALI & LYDIA
X0124172003		01/24/2017	34254473	01091	CH	\$20,118.39	\$3,430.10	PA	E22299916603100	BOURESLAN ALI & LYDIA
X0127162010		01/27/2016	31315747	00370	CH	\$29,858.96	\$3,368.17	PA	E22299916603100	BOURESLAN ALI & LYDIA

Applied Total \$71,383.09



TAX OFFICE  
RECEIVED

FEB 01 2021

MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

SALAZAR MANUEL E & ANA P  
5133 MEMORY DR  
EL PASO, TX 79932-2219

Geo No. K408-999-0020-7100	Prop ID 325123
Legal Description of the Property 2 KINGSWOOD VALLEY ESTATES LOT 36 5133 MEMORY LN	
OWNER: SALAZAR MANUEL E & ANA P	

2020 OVERAGE AMOUNT \$8,336.83

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 PROPERTY TAX REFUND:**

This application must be completed, signed, and submitted with supporting documentation to be valid.

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: MANUEL E. SALAZAR			
	Address: 5133 MEMORY DR.			
	City, State, Zip: EL PASO TX 79932			
	Daytime Phone No.: 915 494 4310		E-Mail Address: salm33@icloud.com	
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	BANK OF AMERICA / PERSONAL ACCT	85314	1/25/21	\$8336.83
	TOTAL AMOUNT PAID (sum of the above amounts)			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> 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):			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	[Signature]		MANUEL E. SALAZAR 01.28.21	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: [Signature]	Date: 02/03/2021



ANDREA  
ACT80122 v1.90

02/03/2021 16:56:50  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Paid twice

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.

EB0125211000 K40899900207100

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EB0125211000	01/25/2021	46300797	85314 ✓	CH	\$8,336.83 ✓	\$8,336.83	LG	K40899900207100	SALAZAR MANUEL E & A
	EB0125211000	01/25/2021	46300796	85313 ✓	CH	\$8,363.83 ✓	\$8,336.83	PA	K40899900207100	SALAZAR MANUEL E & A
	EB0125211000	01/25/2021	46300796	85313	CH	\$8,363.83	\$27.00	LG	K40899900207100	SALAZAR MANUEL E & A
	A01132081	01/13/2020	42824522	0093844480	CH	\$8,206.81	\$8,206.81	PA	K40899900207100	SALAZAR MANUEL E & A
*	X0125191000	01/25/2019	40208784	01451	CH	\$7,860.98	\$7,860.98	PA	K40899900207100	SALAZAR MANUEL E & A
*	X0131181016	01/30/2018	37522521	01425	CH	\$7,609.42	\$7,609.42	PA	K40899900207100	SALAZAR MANUEL E & A
*	X0112171014	01/12/2017	34006218	01414	CH	\$7,241.79	\$7,241.79	PA	K40899900207100	SALAZAR MANUEL E & A
*	X0204161005	01/31/2016	31780660	04880	CH	\$7,126.59	\$7,126.59	PA	K40899900207100	SALAZAR MANUEL E & A
*	X0130151051	01/30/2015	28435936	01355	CH	\$7,102.07	\$7,102.07	PA	K40899900207100	SALAZAR MANUEL E & A
*	X0131141002	01/31/2014	25514415	01291	CH	\$6,379.79	\$6,379.79	PA	K40899900207100	SALAZAR MANUEL E & A
*	X0129131017	01/29/2013	22718828	01225	CH	\$6,197.97	\$6,197.97	PA	K40899900207100	SALAZAR MANUEL E & A
	B01051248	12/31/2011	19661848	000005094	CH	\$6,087.92	\$6,087.92	PA	K40899900207100	SALAZAR MANUEL E & A

Applied Total \$148,001.05





MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

TAX OFFICE  
RECEIVED

JAN 06 2021

ALVARADO COSME D  
12708 TUSCAN SUN CT  
EL PASO, TX 79938-4385

OP/500  
+0.500

Geo No. M641-999-0010-1500	Prop ID 95003
Legal Description of the Property 1 MONTANA & LEE COMMERCIAL DIST #2 15 & 16 (87120.00 SQ FT)  3715 LEE BLVD 79936  OWNER: ALVARADO COSME D	

2020 OVERAGE AMOUNT \$3,000.00

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 PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: 3C & A Crane Service LLC			
	Address: 12708 Tuscan Sun			
	City, State, Zip: El Paso, TX - 79938			
Daytime Phone No.: (915) 276-1665		E-Mail Address:		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	3C & A crane service	06089	12/24/2020	\$7609.97
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED) Cosme Alvarado		PRINTED NAME & DATE Cosme Alvarado 1-1-2021	

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

Date:

01/28/2021



Notes

Go To:

ANDREA  
ACT80122 v1.90

ACCOUNT NO (M64199900101500): Bankruptcy 13-30428 has been closed

01/13/2021 14:30:41  
ACTEP

DEPOSIT

Remittance

Detail

## Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.

T12242000012 M64199900101500

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	T12242000012	12/24/2020	45480135	06089	CH	\$7,609.97	\$3,000.00	LG	M64199900101500	ALVARADO COSME D
	T12242000012	12/24/2020	45480135	06089	CH	\$7,609.97	\$4,609.97	PA	M64199900101500	ALVARADO COSME D
	ET202067	10/10/2020	43925412	5767	CH	\$0.00	\$1,000.00	TR	M64199900101500	ALVARADO COSME D
	ET202067	10/10/2020	43925411		CA	\$0.00	\$500.00	TR	M64199900101500	ALVARADO COSME D
	ET202067	10/10/2020	43712601	5739	CH	\$0.00	\$1,500.00	TR	M64199900101500	ALVARADO COSME D
	A12111993	12/11/2019	42209342		CA	\$500.00	\$500.00	PA	M64199900101500	ALVARADO COSME D
	A12111993	12/11/2019	42209341	5628	CH	\$1,382.05	\$1,382.05	PA	M64199900101500	ALVARADO COSME D
	A10081975	10/08/2019	41594185		CA	\$500.00	\$500.00	PA	M64199900101500	ALVARADO COSME D
	A10081975	10/08/2019	41594184	5535	CH	\$500.00	\$500.00	PA	M64199900101500	ALVARADO COSME D
	A09091975	09/09/2019	41538662	5498	CH	\$500.00	\$500.00	PA	M64199900101500	ALVARADO COSME D
	A09091975	09/09/2019	41538661		CA	\$500.00	\$500.00	PA	M64199900101500	ALVARADO COSME D
	R9201987	09/09/2019	41538662	5498	CH	\$0.00	\$0.00	TR	M64199900101500	ALVARADO COSME D

Applied Total \$82,820.14

OP + 2500

TAX OFFICE  
RECEIVED

FEB 01 2021

THE CITY OF EL PASO  
CONSOLIDATED TAX OFFICE  
221 N. Kansas, Suite 300  
El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108

**APPLICATION FOR TAX REFUND**

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

**APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:**

Refund To: Member First Mortgage C/O Lereta, LLC		Phone: HOME: WORK:		Property ID# (One application per account) R570-999-0030-2100  255 582	
Address (mail refund to :) 901 Corporate Center Dr. Pomona, CA 91768		Property Address: 317 Egret Way And/or Legal Description: 3 River Bend Estates Lot 11			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2020	11/14/2020	203319		6633.60	4569.94 ✓
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					4569.94

(City Council approval required if over \$2,500)

**REQUIRED:** Copy of original receipt, front & back of negotiated check. OR  
bank statement showing item cleared (both the bank & taxpayer must appear)

**REASON FOR OVERPAYMENT:**

incorrect amount paid

"I certify that information given to obtain this refund is true and correct."

Angie Pasillas  
Requestor signature:

Date: 02/01/2021 ✓

Printed name:

Title:

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.  
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after  
the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

REFUND APPROVED

Tax Office Approval:

Date:

Date:

(Placed on City Council Agenda over \$2,500)

- ( ) DISAPPROVED ( ) Returned to sender ( ) See below/attached  
( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.  
( ) Record of overpayment not found on this property.  
( ) Property not found as identified, resubmit after correction.  
( ) Other:



## Summary Query

## Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.				
0301211798	R57099900302100								
Check/Receipt es Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
R0301211798	11/18/2020	44910785	201117164205	EF	\$0.00	✓\$4,569.94	LG	R57099900302100	2700-LERETA LLC
R030121298	11/18/2020	44910785	201117164205	EF	\$0.00	✓\$2,063.66	TR	R57099900302100	2700-LERETA LLC
T12231900002	12/23/2019	42396525	00685	CH	\$2,037.75	\$2,037.75	PA	R57099900302100	CLARKE ANGELA K
T12261800004	12/26/2018	39521971	00624	CH	\$1,908.78	\$1,908.78	PA	R57099900302100	CLARKE ANGELA K
T12261740008	12/28/2017	36533463	00609	CH	\$1,888.69	\$1,888.69	PA	R57099900302100	CLARKE ANGELA K
X1220161003	12/20/2016	33438489	00585	CH	\$1,797.61	\$1,797.61	PA	R57099900302100	CLARKE ANGELA K
X0104161002	01/04/2016	30876201	00565	CH	\$1,764.64	\$1,764.64	PA	R57099900302100	CLARKE ANGELA K
X0107151000	01/07/2015	27776810	01002	CH	\$1,906.03	\$1,906.03	PA	R57099900302100	CLARKE ANGELA K
X1226131006	12/26/2013	24597687	00536	CH	\$1,868.00	\$1,868.00	PA	R57099900302100	CLARKE ANGELA K
X1231121027	12/31/2012	22072499	00520	CH	\$1,810.12	\$1,810.12	PA	R57099900302100	CLARKE ANGELA K
X1222111001	12/22/2011	19448620	04048	CH	\$1,776.12	\$1,776.12	PA	R57099900302100	CLARKE ANGELA K
X0103111009	12/31/2010	17343578	04079	CH	\$1,759.67	\$1,759.67	PA	R57099900302100	CLARKE ANGELA K

Applied Total

\$39,793.15

AP  
+2500

THE CITY OF EL PASO  
CONSOLIDATED TAX OFFICE  
221 N. Kansas, Suite 300  
El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108

TAX OFFICE  
RECEIVED  
JAN 26 2021

**APPLICATION FOR TAX REFUND**

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: <i>Texstar Escrow</i>		Phone: HOME: <i>(915) 201-4337</i> WORK:		Property ID# (One application per account) <i>251605</i> <i>5162-999-0270-1700</i>	
Address (mail refund to :) <i>5809 Acacia Circle</i> <i>El Paso, TX 79912</i>		Property Address: And/or Legal Description: <i>5924 Weatherford Lane</i> <i>27 Sarah Anne Park # Lot 9</i>			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. <i>2020</i>	<i>1-8-2021</i>	<i>3010 1-8-2021</i>		<i>\$3,080.57</i>	<i>\$3,080.57</i> ✓
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					

(City Council approval required if over \$2,500)

**REQUIRED:** Copy of original receipt, front & back of negotiated check. OR  
bank statement showing item cleared (both the bank & taxpayer must appear)

REASON FOR OVERPAYMENT: *TAXES were Paid by accident.*

"I certify that information given to obtain this refund is true and correct."

Requestor signature: *Angie Balardo* Date: *1-22-2021*  
Printed name: *Angie Balardo* Title: *Manager* ✓

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.  
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry: ☒ REFUND APPROVED

Tax Office Approval: *[Signature]* Date: *01/27/2021*  
*gmc 1/28/2021* Date: *-*

(Placed on City Council Agenda over \$2,500)

- ( ) DISAPPROVED ( ) Returned to sender ( ) See below/attached  
( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.  
( ) Record of overpayment not found on this property.  
( ) Property not found as identified, resubmit after correction.  
( ) Other: \_\_\_\_\_



# Deposit Status

Notes

Go To:

ANDREA  
ACT80122 v1.90

ACCOUNT NO (S16299902701700): YEAR = 2019, LEGAL STATUS = BANKRUPTCY, BANKRUPTCY  
NUMBER = 19-31300,05-28-2020 REOPEN RECONFIL

01/25/2021 14:20:19  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A01152179	S16299902701700									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A01152179	01/15/2021	45992128	003010	CH	\$64,501.55	\$3,080.57	AA	S16299902701700	25959829-TEXSTAR ESC
	EC02032098B	01/31/2020	43560001	CC002902738	EC	\$64,644.21	\$3,080.57	PA	S16299902701700	27357162-RICHARD AGU
	A01301986	01/30/2019	40323850	000730	CH	\$51,513.54	\$3,009.00	AA	S16299902701700	25959829-TEXSTAR ESC
	A09101875	08/31/2018	38600750	8686	CH	\$4,734.16	\$4,734.16	PA	S16299902701700	25055927-FNA DZ LLC
	A02011741	01/31/2017	34595305	68514	CH	\$33,325.01	\$402.87	AA	S16299902701700	1512117-MILLS ESCROW
	A01041775	12/31/2016	33696549	068339	CH	\$29,277.12	\$908.01	AA	S16299902701700	20938953-MILLS ESCROW
	M1518000001	12/30/2015	30557184	158174	CH	\$1,218,816.07	\$2,179.21	PA	S16299902701700	1800-FIRST NATL. BANK
	RD1891544	03/31/2015	27491390	0000187661	CH	\$242.87-	\$242.87-	RD	S16299902701700	23825651-LOPEZ LUIS C
	RD1891544	03/31/2015	26370406	0000187662	CH	\$276.94-	\$276.94-	RD	S16299902701700	23825651-LOPEZ LUIS C
	M141800	12/29/2014	27491390	153282	CH	\$1,378,236.83	\$2,527.44	AA	S16299902701700	1800-FIRST NATL. BANK
	RC150323	12/29/2014	27491390	153282	CH	\$242.87	\$242.87	TR	S16299902701700	23825651-LOPEZ LUIS C
	RC150323	12/29/2014	27491390	153282	CH	\$242.87-	\$242.87-	TR	S16299902701700	LOPEZ LUIS C

Applied Total \$52,069.73





MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

TAX OFFICE  
RECEIVED

IAN 14 2021

TAX OFFICE  
RECEIVED  
FEB 01 2021

ORTEQUI ENTERPRISES LTD  
3517 FRUTAS  
EL PASO, TX 79905

*Handwritten:*  $\frac{0.7}{+2500}$  ✓

Geo No. V893-999-3510-0100	Prop ID 53383
Legal Description of the Property 351 VISTA DEL SOL #64 PT OF 1 BEG 204.86 FT SW OF NEC (69.15 FT ON NLY-IRREG ON WLY & SLY-27.53 FT ON ELY) 11355 MONTWOOD DR  OWNER: ORTEQUI ENTERPRISES LTD	

2020 OVERAGE AMOUNT **\$5,331.17** ✓

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 PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <i>Ortegui LTD</i> ✓			
	Address: <i>7085 Alameda</i>			
	City, State, Zip: <i>El Paso TX 79915</i>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <i>915 544-0126 ext 24</i>		E-Mail Address: <i>horte@aapexcelmex.com</i>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund. ✓			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE		
<i>[Signature]</i>		<i>Blanca G Ortegui 01/11/2021</i> ✓		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>[Signature]</i> Date: <i>02/03/2021</i> ✓				



Notes

Go To:

ANDREA  
ACT80122 v1.9002/03/2021 17:21:34  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
A01062179		V89399935100100									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
	A01062179	01/06/2021	45755008	055343	CH	\$256,424.27	\$5,331.17	LG	V89399935100100	29069770-ORTEQUI ENTE	
	A01062179	01/06/2021	45755008	055343	CH	\$256,424.27	\$9,048.36	AA	V89399935100100	29069770-ORTEQUI ENTE	
	T01022000007	12/31/2019	42811459	55156	CH	\$182,614.05	\$10,316.04	PA	V89399935100100	ORTEQUI ENTERPRISES L	
	A12191875	12/19/2018	39356370	054929	CH	\$158,069.67	\$10,725.09	PA	V89399935100100	ORTEQUI ENTERPRISES L	
	A01101878	01/10/2018	36908229	054708	CH	\$151,538.45	\$10,236.93	PA	V89399935100100	ORTEQUI ENTERPRISES L	
	A12221677	12/22/2016	33471094	054471	CH	\$162,058.31	\$9,998.93	PA	V89399935100100	ORTEQUI ENTERPRISES L	
	A01071665	01/07/2016	30745546	54147	CH	\$169,020.51	\$9,842.10	PA	V89399935100100	ORTEQUI ENTERPRISES L	
	A01201548	01/20/2015	27991126	053974	CH	\$142,941.67	\$9,516.67	AA	V89399935100100	ORTEQUI ENTERPRISES L	
	X0109142000	01/09/2014	24949750	01003	CH	\$162,276.38	\$9,341.75	PA	V89399935100100	ORTEQUI ENTERPRISES L	
	X0110132005	01/10/2013	22328273	01001	CH	\$151,584.44	\$7,374.79	PA	V89399935100100	ORTEQUI ENTERPRISES L	
	X0117122000	01/17/2012	19935926	53360	CH	\$119,077.02	\$7,064.83	PA	V89399935100100	ORTEQUI ENTERPRISES L	
	X0103112004	12/31/2010	17344690	01052	CH	\$116,995.74	\$6,922.96	PA	V89399935100100	ORTEQUI ENTERPRISES L	
Applied Total						\$286,752.86					





Legislation Text

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**File #: 21-174, Version: 1**

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**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: 4.2 Create innovative recreational, educational and cultural programs**

**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 4.2 - Create innovative recreational, educational and cultural programs

**Award Summary:**

The award of Solicitation 2021-0622 Riverside Park Improvements to BLACK STALLION CONTRACTORS INC. for an estimated award of \$125,335.58. This project entails park improvements to playground equipment, playground containment wall, playground access ramps and sidewalk. Installation of playground wood fiber, park rule signs, trash receptacles and Bermuda sod.

Department:	Capital Improvement
Award to:	BLACK STALLION CONTRACTORS INC. El Paso, TX
Items:	All
Initial Term:	60 Consecutive Calendar Days
Base Bid I:	\$125,335.58
Total Estimated Award:	\$125,335.58
Account No.:	471 - 2400 - 71240 - 580270 - G7145CD62
Funding Source:	Community Development Block Grant
Districts:	3

This is a Low Bid procurement, unit price contract.

The Purchasing and Strategic Sourcing and Capital Improvement Departments recommend award as indicated to BLACK STALLION CONTRACTORS 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.

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

**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:** February 16, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845  
Bruce D. Collins, Purchasing Director, (915) 212-1811

**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 4.2 – Create innovative recreational, educational and cultural programs

**SUBJECT:**

The award of Solicitation 2021-0622, Riverside Park Improvements to BLACK STALLION CONTRACTORS INC., for an estimated award of \$125,335.58.

**BACKGROUND / DISCUSSION:**

This project entails park improvements, which include, but is not limited to, demolition of existing playground equipment and foundations, playground containment wall and foundations, playground access ramps, sidewalk, removal and disposal of existing playground soils. All demolish items become the property of the contractor and are required to be disposed to an approved location at no additional cost to the owner. Installation of playground equipment and foundations, playground containment wall with concrete cap and foundations, playground wood fiber, playground ramps, sidewalks, park rule signs, trash receptacles, and Bermuda sod.

**SELECTION SUMMARY:**

Solicitation was advertised on December 15, 2020 and December 22, 2020. The solicitation was posted on the City website on December 15, 2020. The email (Purmail) notification was sent out on December 17, 2020. There were a total of eighty-eight (88) viewers. Four (4) bids were received, all local suppliers.

**PROTEST**

☒ No protest received for this requirement.

☐ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No  
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: \$125,335.58

Source: Community Development Block Grant

Account: 471 – 2400 – 71240 – 580270 – G7145CD62

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:** *Michael J. Vonasek* Michael J. Vonasek, P.E.  
For Assistant Director of Construction  
 Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

**COUNCIL PROJECT FORM  
(Low Bid)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT AGENDA** for the Council Meeting of **February 16, 2021**.

**STRATEGIC GOAL 4 – Enhance El Paso’s Quality of Life through Recreational, Cultural and Educational Environments**

The linkage to the Strategic Plan is subsection 4.2 – Create innovative recreational, educational and cultural programs

**Award Summary:**

The award of solicitation 2021-0622 Riverside Park Improvements to BLACK STALLION CONTRACTORS INC. for an estimated total award of \$125,335.58. This project entails park improvements to playground equipment, playground containment wall, playground access ramps and sidewalk. Installation of playground wood fiber, park rule signs, trash receptacles and Bermuda sod.

Department:	Capital Improvement
Award to:	BLACK STALLION CONTRACTORS INC. El Paso, TX
Item(s):	All
Initial Term:	60 Consecutive Calendar Days
Base Bid I:	\$125,335.58
Total Estimated Award:	\$125,335.58
Account No.:	471 – 2400 – 71240 – 580270 – G7145CD62
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 LESNA 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.

**Bid Tab Summary**  
**2021-0622 Riverside Park Improvement**

<b>Contractor</b>	<b>Sum Total Base Bid</b>
Black Stallion Contractors, Inc.	\$ 125,335.58
ecoReach, Inc.	\$ 129,324.38
Martinez Bros Contractors, LLC	\$ 131,238.50
Horizone Construction 1 Ltd	\$ 139,000.00



# CITY OF EL PASO BID TABULATION FORM


**BID TITLE: Riverside Park Improvement**
**BID NO: 2021-0622**
**BID DATE: January 13, 2021**
**DEPARTMENT: CAPITAL IMPROVEMENT**

						Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 4		ecoReach, Inc. El Paso, TX BIDDER 2 OF 4		Horizone Construction 1 Ltd El Paso, TX BIDDER 3 OF 4	
ITEM NO.	ITEM-NO	S.P. NO	BRIEF DESCRIPTION OF ITEM	UNIT	APPR OX. QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
<b>BASE BID II UNIT PRICE SCHEDULE</b>											
1.	100 601		PREPARING RIGHT OF WAY	AC	0.1	\$23,000.00	\$2,300.00	\$54,455.00	\$5,445.50	\$14,800.00	\$1,480.00
2.	104 6036		DEMO SIDEWALK	SY	27	\$13.80	\$372.60	\$41.75	\$1,127.25 Contractor's Price \$1,217.32	\$30.00	\$810.00
3.	110 6003		EXCAVATION (SPECIAL)	CY	291	\$17.25	\$5,019.75	\$35.06	\$10,202.46 Contractor's Price \$10,201.25	\$26.00	\$7,566.00
4.	506 6020		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	78	\$46.00	\$3,588.00	\$161.54	\$12,600.12 Contractor's Price \$12,600.33	\$33.50	\$2,613.00
5.	506 6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	880	\$9.20	\$8,096.00	\$7.60	\$6,688.00 Contractor's Price \$6,691.50	\$4.60	\$4,048.00
6.	531 6001		SIDEWALK 4"	SY	27	\$69.00	\$1,863.00	\$45.02	\$1,215.54 Contractor's Price \$1,215.53	\$84.00	\$2,268.00
7.	636 ELP1		ALUMINUM SIGNS (PARK RULE SING)	EA	2	\$1,207.50	\$2,415.00	\$750.00	\$1,500.00	\$530.00	\$1,060.00
8.	5009 6001		STONE MASONRY (ROCK WALL)	CY	28	\$431.25	\$12,075.00	\$436.42	\$12,219.76 Contractor's Price \$12,219.85	\$485.00	\$13,580.00
9.	ELP 1		PLAYGROUND EQUIPMENT	LS	1	\$63,250.00	\$63,250.00	\$48,075.03	\$48,075.03	\$78,000.00	\$78,000.00
10.	ELP 2		TRASH RESETACLES	EA	1	\$1,755.00	\$1,755.00	\$1,576.00	\$1,576.00	\$3,000.00	\$3,000.00
11.	ELP 3		ENGINEERED WOOD FIBER FALL SURFACE	CY	165	\$58.65	\$9,677.25	\$43.70	\$7,210.50 Contractor's Price \$7,210.88	\$62.00	\$10,230.00
12.	ELP 4		PLAYGROUND RAMP	EA	1	\$977.50	\$977.50	\$1,750.00	\$1,750.00	\$515.00	\$515.00

 Approved By: \_\_\_\_\_ /s/  
 Date: 1/28/2021

2021-0622 Riverside Park Improvements

1 of 4



# CITY OF EL PASO BID TABULATION FORM



BID TITLE: Riverside Park Improvement										BID NO: 2021-0622	
BID DATE: January 13, 2021										DEPARTMENT: CAPITAL IMPROVEMENT	
						Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 4		ecoReach, Inc. El Paso, TX BIDDER 2 OF 4		Horzone Construction 1 Ltd El Paso, TX BIDDER 3 OF 4	
ITEM NO.	ITEM-NO	S.P. NO	BRIEF DESCRIPTION OF ITEM	UNIT	APPR OX. QTY.	UNIT	TOTAL AMOUNT	UNIT	TOTAL AMOUNT	UNIT	TOTAL AMOUNT
<b>BASE BID II UNIT PRICE SCHEDULE</b>											
13.	ELP 5		DEMO ROCKWALL	LF	236	\$7.02	\$1,656.72	\$21.98	\$5,187.28 Contractor's Price \$5,187.51	\$5.00	\$1,180.00
14	ELP 6		DEMO PLAYGROUND EQUIPMENT	LS	1	\$3,276.00	\$3,276.00	\$3,692.64	\$3,692.64	\$2,400.00	\$2,400.00
15.	ELP 7		SODDING (BERMUDA SOD)	SF	2338	\$1.40	\$3,273.20	\$2.00	\$4,676.00	\$2.25	\$5,260.50
<b>BASE BID</b>											
SUM TOTAL BASE BID (ITEMS 1 THRU 15)						\$119,595.02		\$123,166.08 Contractor's Price \$123,169.34		\$134,010.50	
MOBILIZATION (NOT TO EXCEED 5% )						\$5,740.56		\$6,158.30 Contractor's Price \$6,158.47		\$4,989.50	
SUM TOTAL (BASE BID I AND MOBILIZATION)						\$125,335.58		\$129,324.38 Contractor's Price \$129,327.80		\$139,000.00	
AMENDMENTS ACKNOWLEDGED						N/A		N/A		N/A	
BID BOND SUBMITTED						YES		YES		YES	

Approved By: \_\_\_\_\_ /s/  
 Date: 1/28/2021





# CITY OF EL PASO BID TABULATION FORM


**BID TITLE: Riverside Park Improvement**
**BID NO: 2021-0622**
**BID DATE: January 13, 2021**
**DEPARTMENT: CAPITAL IMPROVEMENT**

						Martinez Bros Contractors, LLC					
						El Paso, TX					
						BIDDER 4 OF 4					
ITEM NO.	ITEM-NO	S.P. NO	BRIEF DESCRIPTION OF ITEM	UNIT	APPROX. QTY.	UNIT PRICE	TOTAL AMOUNT				
<b>BASE BID II UNIT PRICE SCHEDULE</b>											
1.	100 601		PREPARING RIGHT OF WAY	AC	0.1	\$12,000.00	\$1,200.00				
2.	104 6036		DEMO SIDEWALK	SY	27	\$17.50	\$472.50				
3.	110 6003		EXCAVATION (SPECIAL)	CY	291	\$20.00	\$5,820.00				
4.	506 6020		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	78	\$27.50	\$2,145.00				
5.	506 6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	880	\$1.80	\$1,584.00				
6.	531 6001		SIDEWALK 4"	SY	27	\$47.50	\$1,282.50				
7.	636 ELP1		ALUMINUM SIGNS (PARK RULE SING)	EA	2	\$1,750.00	\$3,500.00				
8.	5009 6001		STONE MASONRY (ROCK WALL)	CY	28	\$270.00	\$7,560.00				
9.	ELP 1		PLAYGROUND EQUIPMENT	LS	1	\$78,750.00	\$78,750.00				
10.	ELP 2		TRASH RESETACLES	EA	1	\$2,250.00	\$2,250.00				
11.	ELP 3		ENGINEERED WOOD FIBER FALL SURFACE	CY	165	\$43.00	\$7,095.00				
12.	ELP 4		PLAYGROUND RAMP	EA	1	\$1,025.00	\$1,025.00				



# CITY OF EL PASO BID TABULATION FORM



BID TITLE: Riverside Park Improvement								BID NO: 2021-0622			
BID DATE: January 13, 2021								DEPARTMENT: CAPITAL IMPROVEMENT			
						Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 4					
ITEM NO.	ITEM-NO	S.P. NO	BRIEF DESCRIPTION OF ITEM	UNIT	APPR OX. QTY.	UNIT	TOTAL AMOUNT				
BASE BID II UNIT PRICE SCHEDULE											
13.	ELP 5		DEMO ROCKWALL	LF	236	\$12.50	\$2,950.00				
14	ELP 6		DEMO PLAYGROUND EQUIPMENT	LS	1	\$4,375.00	\$4,375.00				
15.	ELP 7		SODDING (BERMUDA SOD)	SF	2338	\$2.75	\$6,429.50				
BASE BID											
SUM TOTAL BASE BID (ITEMS 1 THRU 15)						\$126,438.50					
MOBILIZATION (NOT TO EXCEED 5%)						\$4,800.00					
SUM TOTAL (BASE BID I AND MOBILIZATION)						\$131,238.50					
AMENDMENTS ACKNOWLEDGED						N/A					
BID BOND SUBMITTED						YES					

**View List**

**2021-0622 Riverside Park Improvement**

	<b><u>Name</u></b>	<b><u>Company</u></b>
1	Stribling, Sam	814 Solutions Seedin
2	Gallegos, Mari	Abescape
3	Magdaleno, Jesus	Allen Concrete Inc.
4	Gomez, Priscilla	American Pavement Pr
5	Rugh, John	AMTEK
6	martinez, ryan	ARS landscaping corp
7	herrera, cesar	asphalt pavers inc.
8	Fraire, Julio	B.F. Builders Group,
9	Perez, Melissa	Beltran Electrical C
10	Luna, Hector	Black Stallion Contr
11	Caballero, Luis	Caballero Electric C
12	Concha, David	CEA Group
13	Kyle, Bellomy	ConstructConnect
14	Gibson, Patty	construction Bid Sou
15	Exton, Pamela	Construction Journal
16	Wood, Jane	Construction Reporte
17	Deg, Maria	Contractors Register
18	Oney, Hilary	CSA Constructors
19	Management, Source	Deltek
20	Villela, Kathleen	Desert Grace Managem
21	Hudson, Brad	Direx Construction,
22	Peggy, Koehn	Dodge Data
23	Loganathan, Jayalakshmi	Dodge Data And Analy
24	Soto, Daniel	DRS Rock Materials,
25	Massie, Scott	DYNAMO PLAYGROUNDS
26	Ortega, Fernando	Ecoland Landscaping
27	Erick, Osorio	ecoReach, Inc.
28	Concha, Robert	ESSCO International
29	Jaramillo, Jorge	Fulcrum Contracting
30	Gomez, Jesu	Gomez Concrete
31	Sambrano, Michael	Gracen Eng. And Cons
32	Jorge, Ojeda	HAWK

**View List**

**2021-0622 Riverside Park Improvement**

	<b><u>Name</u></b>	<b><u>Company</u></b>
33	Armando, Armando	Hellas Construction,
34	Maldonado, Mariana	Horizone Constructio
35	Balai, Rakesh	i- Sourcing Technolo
36	Gaynor, Shabron	IMS
37	Espino, Ruben	IQP CANOPIES LLC
38	Concha, Joe	Iron Horse Electrica
39	Ramirez, Sal	J Carrizal Construct
40	Soto, Mauro	JMR Demolition
41	Lowrance, Gloria	Jobe Materials, L.P.
42	Puente, Ed	Kraftsman Commercial
43	Naranjo, Lizandro	Lizandro Naranjo
44	Gonzalez, Ruben	Lomeli and sons Land
45	Martinez, Heriberto	Martinez Bros. Contr
46	Solis, Francisco	Martinez Bros. Lands
47	martinez, avelardo	martinez irrigation
48	Tanzy, Russell	Mesa electrical cont
49	Gallegos, Yahve	Mr.
50	Valdez, Teresa	MRD LANDSCAPING AND
51	Drapes, Michael	MTI Ready Mix
52	Stockton, Mitchell	Musco Sports Lightin
53	Parrish, Ashley	Natural Structures
54	Rey, Nohemi	Noble General Contra
55	Breedlove, Nancy	NVB Playgrounds
56	Lopez, Rafael	Perikin Enterprises,
57	arzaga, jesus	pmi
58	Ortiz, Lupe	Prime Irrigation And
59	Jones, Kim	Prime Vendor Inc.
60	Mendivil, Michael	Rio Grande Lighting
61	Valdespino, Carlos	Roman Construction
62	Satarain, Joe	Satarain Constructio
63	Bjornsson, Ron	Smartprocure
64	ALLEN, STEVE	SPARTAN CONSTRUCTION

**View List**

**2021-0622 Riverside Park Improvement**

	<b><u>Name</u></b>	<b><u>Company</u></b>
65	Thompson, Maria	Steel Specialties In
66	Locascio, Megan	The Blue Book
67	Hernandez, Cecilia	The PlanIt Room
68	Popenoe, Jeff	The PlayWell Group,
69	Diaz, Christian	TIA Facility Service
70	romero, ron	triple m recreation
71	travis, Juan	twelve stars constru
72	Gonzalez, Rene	VEMAC
73	Ruiz, Erika	Vertex Contractors,
74	Olguin, Jeannette	Vitua Builders Exch
75	Austin, Fork	Wayne Enterprises
76	Gonzalez, Doroteo	West Texas Landscapi
77	Davis, Teri	Wilson And Company
78	Garcia, Mark	Win Supply
79	Gavaldon, Erick	WTX Turf And Landsca
80	Acosta, German	Zayza Irrigation And
81	Royo, Joaquin	ZTEX Construction I
82	Martinez, Jessica	
83	Bid Docs, SW	
84	James, Hardison	
85	Banquil, Lovely	
86	Watson, Frank	
87	Wolff, James	
88	Hernandez, Alberto	



# Riverside Park Improvements

Solicitation No. 2021-0622

February 16, 2021

# Project Details



Location:	7600 Alameda Ave. , El Paso , TX 79915
District(s):	Three (3)
Total Budget:	\$220,000.00
Funding Source:	Community Development Block Grant



# Project Location





# Existing Conditions





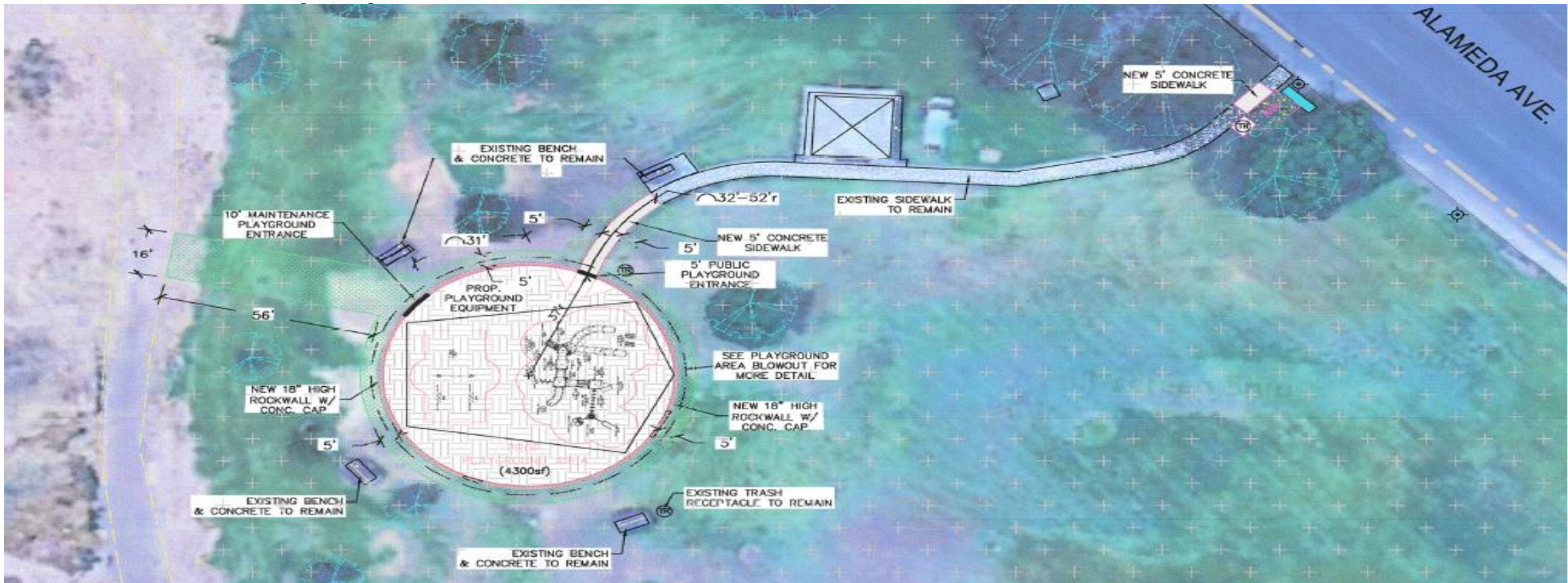
# Existing Conditions





# Scope of Work

- Demolition of existing playground equipment and foundations, playground containment wall and foundations, playground access ramps, sidewalk, removal and disposal of existing playground soils.
- Installation of playground equipment and foundations, playground containment wall with concrete cap and foundations, playground wood fiber, playground ramps, sidewalks, park rule signs, trash receptacles,



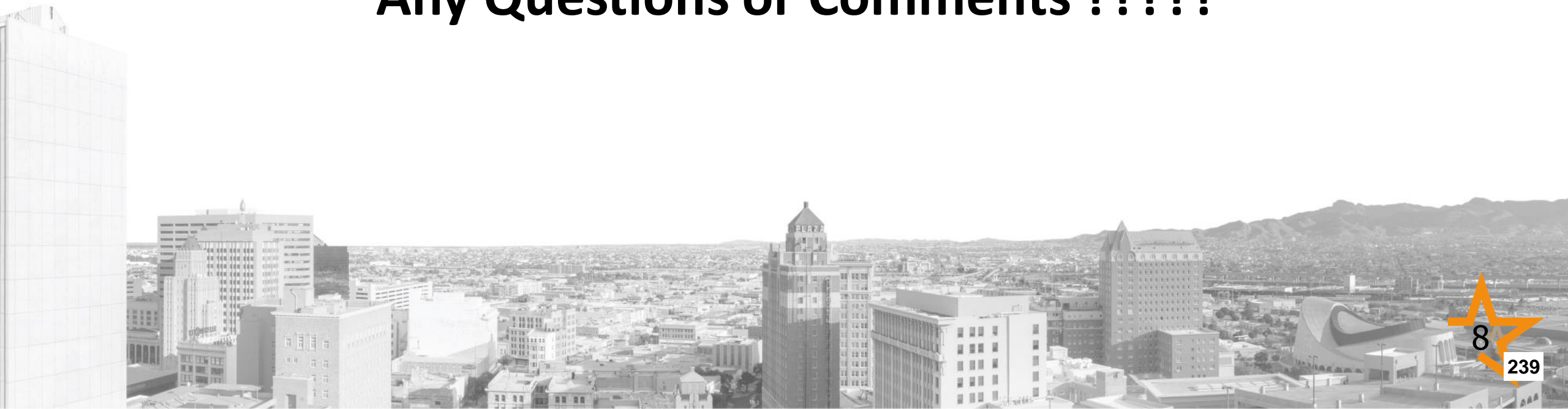
# Procurement Summary

- **Low Bid Procurement Method**
  - **Solicitation advertised on December 15, 2020 and December 22, 2020**
    - **Four (4) firms submitted bids, Four (4) local vendors**
  - **Recommendation**
    - **To award the construction contract to Black Stallion Contractors Inc. in the amount of \$125,335.58**
- **Construction Schedule**
  - **Start: Spring / 2021**
  - **End: Fall / 2021**

# Thank You



**Any Questions or Comments ?????**





Legislation Text

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**File #: 21-179, Version: 1**

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

**District 3, 5, and 7**

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: 4.2 Create innovative recreational, educational and cultural programs**

**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 4.2 - Create innovative recreational, educational and cultural programs

**Award Summary:**

The award of Solicitation 2021-0621 Hueco Mountain Park, Seville Fustcal Court Park & E.L. Williams Phase II Improvements to MARTINEZ BROS. CONTRACTORS, LLC for Base Bid I: \$172,730.75; Base Bid II: \$121,542.59; and Base Bid III: \$71,500.00; for an estimated award of \$365,773.34. This contract will provide park improvements as follows:

Hueco Mountain Park - Construction of Metal Shade Canopy including canopy posts, footings, concrete drilling, anchors, fasteners and various items relevant to said project for existing playground.

Seville Fustcal Court Park - Demolition and removal of curb, sidewalk, concrete driveway, rockwall, asphalt parking lot, trees and wrought iron fence. Construction of Futsal Court, asphalt court surface, parking space, futsal fence with goal posts, addition of benches, trash receptacles, bike rack, ADA parking spaces, ADA ramps and lighting.

E.L. Williams Park - Construction of landscape, irrigation, trees, shrubs, concrete pads for benches, trash receptacles, mow strip curb and two shade canopies.

Department: Capital Improvement  
Award to: MARTINEZ BROS. CONTRACTORS, LLC  
El Paso, TX  
Item(s): All  
Initial Term: 150 Consecutive Calendar Days

Base Bid I:	\$172,730.75
Base Bid II:	\$121,542.59
Base Bid III:	\$ 71,500.00
Total Estimated Award:	\$365,773.34
Account No.:	471 - 2400 - 71240 - 580270 - G7145CD12
	471 - 2400 - 71240 - 580270 - G7145CD63
	471 - 2400 - 71240 - 580270 - G7142CD15
Funding Source:	Community Development Block Grant
District(s):	3, 5, 7

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated 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.

**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.

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

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:** February 16, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845  
Bruce D. Collins, Purchasing Director, (915) 212-1811

**DISTRICT(S) AFFECTED:** 3, 5, 7

**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 4.2 – Create innovative recreational, educational and cultural programs

**SUBJECT:**

The award of solicitation 2021-0621 Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated award of \$365,773.34.

**BACKGROUND / DISCUSSION:**

This contract will provide park improvements as follows:

Hueco Mountain Park – Construction of Metal Shade Canopy including canopy posts, footings, concrete drilling, anchors, fasteners and various items relevant to said project for existing playground.

Seville Futsal Court Park – Demolition and removal of curb, sidewalk, concrete driveway, rockwall, asphalt parking lot, trees and wrought iron fence. Construction of Futsal Court, asphalt court surface, parking space, futsal fence with goal posts, addition of benches, trash receptacles, bike rack, ADA parking spaces, ADA ramps and lighting.

E.L. Williams Park – Construction of landscape, irrigation, trees, shrubs, concrete pads for benches, trash receptacles, mow strip curb and two shade canopies.

All projects will include all necessary mobilization, demobilization, traffic control measures with approval from all necessary departments, storm-water best management practices and cleanup after inlet remediation.

**SELECTION SUMMARY:**

Solicitation was advertised on December 15, 2020 and December 22, 2020. The solicitation was posted on the City website on December 15, 2020. The email (Purmail) notification was sent out on December 17, 2020. There were a total of one hundred-fifteen (115) viewers. Four (4) bids were received, all local suppliers.

**PROTEST**

☒ No protest received for this requirement.

☐ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No  
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: \$365,773.34

Source: Community Development Block Grant

Account: 471 – 2400 – 71240 – 580270 – G7145CD12

471 – 2400 – 71240 – 580270 – G7145CD63

471 – 2400 – 71240 – 580270 – G7142CD15

**BOARD / COMMISSION ACTION:**

N/A

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

*Michael J. Vonasek*

Michael J. Vonasek, P.E.

Assistant Director of Construction

**DEPARTMENT HEAD:**

For

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

**COUNCIL PROJECT FORM  
(Low Bid)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT AGENDA** for the Council Meeting of **February 16, 2021**.

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

The linkage to the Strategic Plan is subsection 4.2 – Create innovative recreational, educational and cultural programs

**Award Summary:**

The award of solicitation 2021-0621 Hueco Mountain Park, Seville Fustcal Court Park & E.L. Williams Phase II Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated award of \$365,773.34. This contract will provide park improvements as follows:

Hueco Mountain Park – Construction of Metal Shade Canopy including canopy posts, footings, concrete drilling, anchors, fasteners and various items relevant to said project for existing playground.

Seville Fustcal Court Park – Demolition and removal of curb, sidewalk, concrete driveway, rockwall, asphalt parking lot, trees and wrought iron fence. Construction of Futsal Court, asphalt court surface, parking space, futsal fence with goal posts, addition of benches, trash receptacles, bike rack, ADA parking spaces, ADA ramps and lighting.

E.L. Williams Park – Construction of landscape, irrigation, trees, shrubs, concrete pads for benches, trash receptacles, mow strip curb and two shade canopies.

Department:	Capital Improvement
Award to:	MARTINEZ BROS. CONTRACTORS, LLC El Paso, TX
Item(s):	All
Initial Term:	150 Consecutive Calendar Days
Base Bid I:	\$172,730.75
Base Bid II:	\$121,542.59
Base Bid III:	\$ 71,500.00
Total Estimated Award:	\$365,773.34
Account No.:	471 – 2400 – 71240 – 580270 – G7145CD12 471 – 2400 – 71240 – 580270 – G7145CD63 471 – 2400 – 71240 – 580270 – G7142CD15
Funding Source:	Community Development Block Grant
District(s):	3, 5, 7

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated 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

#### 2020-0621 Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements

Contractor	Base Bid I	Base Bid II	Base Bid III	Sum Total Base Bids I, II & III
Martinez Bros Contractors, LLC	\$ 172,730.75	\$ 121,542.59	\$ 71,500.00	\$ 365,773.34
Horizone Construction 1, LTD	\$ 143,406.00	\$ 148,374.00	\$ 101,220.00	\$ 393,000.00
Black Stallion Contractors, Inc.	\$ 185,922.45	\$ 140,270.44	\$ 91,553.28	\$ 417,746.17
Allen Concrete, LLC	\$ 203,719.53	\$ 140,683.73	\$ 126,006.30	\$ 470,409.56



# CITY OF EL PASO BID TABULATION FORM


**BID TITLE:** Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements

**BID NO:** 2021-0621

**BID DATE:** January 27, 2021

**DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Horizone Construction 1, LTD	
				El Paso, TX Bidder 1 of 4		El Paso, TX Bidder 2 of 4		El Paso, TX Bidder 3 of 4	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
BASE BID 1 SEVILLE PARK - UNIT PRICE SCHEDULE:									
1.	6	MO	Furnish, Install and Maintain Stormwater Pollution prevention plan measures to final completion of project	\$1,100.00	\$6,600.00	\$900.00	\$5,400.00	\$465.00	\$2,790.00
2.	290	SY	Over-excavation and removal of soils, as depicted on Plans complete in place. Includes haul and disposal.	\$25.00	\$7,250.00	\$14.40	\$4,176.00	\$12.00	\$3,480.00
3.	35	SY	Removal of existing sidewalk including sawcut includes disposal/haul of material to approved site.	\$22.50	\$787.50	\$12.00	\$420.00	\$34.00	\$1,190.00
4.	115	LF	Curb Demolition, removal & disposal as Depicted on Plans complete in place	\$4.73	\$543.95	\$3.60	\$414.00	\$6.20	\$713.00
5.	195	CY	Pavement sawcut, demolition and removal of asphalt and base course, as depicted on Plans complete in place. Includes haul and disposal	\$27.30	\$5,323.50	\$20.40	\$3,978.00	\$22.30	\$4,348.50
6.	258	SF	Remove and dispose of existing rockwall with wrought iron fence including concrete footing complete in place	\$5.25	\$1,354.50	\$3.84	\$990.72	\$13.00	\$3,354.00
7.	3	EA	Removal of existing trees with root system complete in place includes haul and disposal	\$367.50	\$1,102.50	\$360.00	\$1,080.00	\$759.00	\$2,277.00
8.	265	SF	Removal of Existing Concrete Driveway as per plans complete in place includes haul and disposal	\$2.63	\$696.95	\$1.80	\$477.00	\$3.50	\$927.50
9.	990	SF	Furnish and Install Salt Concrete Sidewalk including steel complete in place	\$8.05	\$7,969.50	\$7.20	\$7,128.00	\$10.90	\$10,791.00

 Approved By: /s/  
 Date: 1/28/2021



# CITY OF EL PASO BID TABULATION FORM


**BID TITLE:** Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements

**BID NO:** 2021-0621

**BID DATE:** January 27, 2021

**DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Horizone Construction 1, LTD	
				El Paso, TX Bidder 1 of 4		El Paso, TX Bidder 2 of 4		El Paso, TX Bidder 3 of 4	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID 1 SEVILLE PARK - UNIT PRICE SCHEDULE:</b>									
10.	800	SY	Furnish and Install - 2 inch Type C HMAC w/prime coat complete in place	\$13.00	\$10,400.00	\$20.40	\$16,320.00	\$23.70	\$18,960.00
11.	800	SY	6 " Crushed Stone Aggregate Base Course furnish and install complete in place as per plans	\$9.50	\$7,600.00	\$8.40	\$6,720.00	\$11.90	\$9,520.00
12.	4	EA	Furnish and Install benches complete in place includes securing to concrete pad	\$2,750.00	\$11,000.00	\$2,760.00	\$11,040.00	\$3,490.00	\$13,960.00
13.	2	EA	Furnish and Install Trash Receptacle complete in place includes securing to concrete pad	\$2,200.00	\$4,400.00	\$3,000.00	\$6,000.00	\$3,600.00	\$7,200.00
14.	1	EA	Furnish and Install Bike Rack complete in place includes securing to concrete pad	\$715.00	\$715.00	\$1,032.00	\$1,032.00	\$2,000.00	\$2,000.00
15.	1	EA	Furnish and Install Pet Waste Station complete in place includes securing to concrete pad	\$1,155.00	\$1,155.00	\$840.00	\$840.00	\$2,000.00	\$2,000.00
16.	1,060	SF	Furnish and install 3 inches of screening complete in place	\$1.27	\$1,346.20	\$1.32	\$1,399.20	\$2.00	\$2,120.00
17.	2	EA	Furnish and Install Futsal Goa complete in place includes securing to asphalt pavement	\$3,080.00	\$6,160.00	\$6,000.00	\$12,000.00	\$3,890.00	\$7,780.00
18.	1	LS	Furnish and Install Futsal Court and Parking lot striping pavement markings as per plans complete in place	\$1,800.00	\$1,800.00	\$16,200.00	\$16,200.00	\$2,750.00	\$2,750.00

 Approved By:   /s/    
 Date: 1/28/2021



# CITY OF EL PASO BID TABULATION FORM


**BID TITLE:** Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements

**BID NO:** 2021-0621

**BID DATE:** January 27, 2021

**DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 1 of 4		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 4		Horizone Construction 1, LTD El Paso, TX Bidder 3 of 4	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID 1 SEVILLE PARK - UNIT PRICE SCHEDULE:</b>									
19.	2	EA	Furnish and Install new LED light fixtures complete in place	\$11,319.00	\$22,638.00	\$12,600.00	\$25,200.00	\$5,500.00	\$11,000.00
20.	13	EA	Remove and replace wheel stops as per plans complete in place	\$95.00	\$1,235.00	\$264.00	\$3,432.00	\$265.00	\$3,445.00
21.	4	EA	Furnish and Install handicap street signs complete in place as per plans to includes: breakaway foundation, pole and sign	\$750.00	\$3,000.00	\$480.00	\$1,920.00	\$770.00	\$3,080.00
22.	2	EA	Furnish and Install Wheelchair ramps with dome tiles complete in place includes as per plan including compaction and subgrade preparation	\$850.00	\$1,700.00	\$1,020.00	\$2,040.00	\$1,470.00	\$2,940.00
23.	1	EA	Furnish and Install Futsal court fencing per plans complete in place	\$48,741.00	\$48,741.00	\$38,400.00	\$38,400.00	\$9,800.00	\$9,800.00
24.	6	MO	Furnish, Install and Maintain Traffic control Measures – contractor to provide TCP plan and obtain approval from City Streets and Maintenance Department	\$4,000.00	\$24,000.00	\$1,200.00	\$7,200.00	\$920.00	\$5,520.00
25.	1	EA	Provide remedial irrigation work as necessary as per site conditions	\$16,500.00	\$16,500.00	\$3,600.00	\$3,600.00	\$5,500.00	\$5,500.00
<b>Sum Total Base Bid 1: (Items 1 Through 25)</b>				<b>\$194,018.60</b>		<b>\$177,406.92</b>		<b>\$137,446.00</b>	
<b>Mobilization (not to exceed 5% of Base Bid)</b>				<b>\$9,700.93</b>		<b>\$8,515.53</b>		<b>\$5,960.00</b>	
<b>Sum Total Base Bid I (Base Bid and Mobilization)</b>				<b>\$203,719.53</b>		<b>\$185,922.45</b>		<b>\$143,406.00</b>	

 Approved By:     /s/      
 Date: 1/28/2021



# CITY OF EL PASO BID TABULATION FORM


**BID TITLE:** Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements

**BID NO:** 2021-0621

**BID DATE:** January 27, 2021

**DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 1 of 4		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 4		Horizone Construction 1, LTD El Paso, TX Bidder 3 of 4	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID 2 - E.L. WILLIAMS PARK - UNIT PRICE SCHEDULE:</b>									
1.	4	MO	Furnish, Install and Maintain Stormwater Pollution prevention plan measures to final completion of project	\$1,100.00	\$4,400.00	\$1,800.00	\$7,200.00	\$760.00	\$3,040.00
2.	8	CY	Earthwork excavation of soils for post concrete foundation, as depicted on Plans complete in place. Includes haul and disposal.	\$225.00	\$1,800.00	\$360.00	\$2,880.00	\$95.50	\$764.00
3.	1	EA	Furnish and Install Metal Canopy 25'x18' complete in place	\$24,200.00	\$24,200.00	\$37,200.00	\$37,200.00	\$41,620.00	\$41,620.00
4.	1	EA	Furnish and Install Metal Canopy 23'x15' complete in place	\$26,400.00	\$26,400.00	\$33,600.00	\$33,600.00	\$42,250.00	\$42,250.00
5.	8	EA	Furnish and Install concrete footing foundation for post supports for canopy as per plans complete in place	\$1,962.00	\$15,696.00	\$1,200.00	\$9,600.00	\$786.00	\$6,288.00
6.	4	EA	Furnish and Install park benches complete in place includes securing to concrete foundation	\$2,750.00	\$11,000.00	\$2,760.00	\$11,040.00	\$3,425.00	\$13,700.00
7.	175	SF	Furnish and Install site Salt Concrete site sidewalks including compaction as per plans complete in place	\$18.50	\$3,237.50	\$7.20	\$1,260.00	\$17.85	\$3,123.75
8.	1	EA	Furnish and Install Trash Receptacles complete in place includes securing to concrete foundation	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$480.75	\$480.75
9.	150	LF	Furnish and Install concrete mow strip curb as per plans complete in place	\$17.50	\$2,625.00	\$18.00	\$2,700.00	\$16.80	\$2,520.00

 Approved By:     /s/      
 Date: 1/28/2021





# CITY OF EL PASO BID TABULATION FORM


**BID TITLE:** Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements

**BID NO:** 2021-0621

**BID DATE:** January 27, 2021

**DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Horizone Construction 1, LTD	
				El Paso, TX		El Paso, TX		El Paso, TX	
				Bidder 1 of 4		Bidder 2 of 4		Bidder 3 of 4	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID 2 - E.L. WILLIAMS PARK - UNIT PRICE SCHEDULE:</b>									
10.	3,313	SF	Furnish and Install 3/8 inch rock mulch 3 inches depth with weed fabric as per plans complete in place	\$2.00	\$6,626.00	\$1.68	\$5,565.84	\$1.70	\$5,632.10
11.	10	EA	Furnish and Install 2 inch caliper trees as per plans complete in place	\$385.00	\$3,850.00	\$420.00	\$4,200.00	\$575.00	\$5,750.00
12.	10	EA	Furnish and Install 2 inch caliper trees as per plans complete in place	\$385.00	\$3,850.00	\$480.00	\$4,800.00	\$575.00	\$5,750.00
13.	1	EA	Furnish and Install irrigation system as per plans complete in place	\$12,100.00	\$12,100.00	\$6,000.00	\$6,000.00	\$8,175.00	\$8,175.00
14.	4	MO	Furnish and Install and maintain Traffic control Plans – contractor to provide plans and obtain approval from Streets and Maintenance	\$4,000.00	\$16,000.00	\$1,200.00	\$4,800.00	\$820.00	\$3,280.00
<b>Sum Total Base Bid II: (Items 1 Through 14)</b>				<b>\$133,984.50</b> Contractor's Price: \$145,584.50		<b>\$133,845.84</b>		<b>\$142,373.60</b>	
<b>Mobilization (not to exceed 5% of Base Bid)</b>				<b>\$6,699.23</b> Contractor's Price: \$7,279.23		<b>\$6,424.60</b>		<b>\$6,000.40</b>	
<b>Sum Total Base Bid II (Base Bid and Mobilization)</b>				<b>\$140,683.73</b> Contractor's Price: \$152,863.73		<b>\$140,270.44</b>		<b>\$148,374.00</b>	

 Approved By:     /s/      
 Date: 1/28/2021



# CITY OF EL PASO BID TABULATION FORM


**BID TITLE:** Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements

**BID NO:** 2021-0621

**BID DATE:** January 27, 2021

**DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Horizone Construction 1, LTD	
				El Paso, TX Bidder 1 of 4		El Paso, TX Bidder 2 of 4		El Paso, TX Bidder 3 of 4	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID 3 - HUECO MTN. PARK CANOPY - UNIT PRICE SCHEDULE:</b>									
1.	4	MO	Furnish, Install and Maintain Stormwater Pollution prevention plan measures to final completion of project	\$1,100.000	\$4,400.00	\$1,200.00	\$4,800.00	\$415.00	\$1,660.00
2.	2	CY	Earthwork – export materials from holes for post concrete foundation for canopy, complete in place as per plans and specifications	\$900.000	\$1,800.00	\$600.00	\$1,200.00	\$345.00	\$690.00
3.	1	EA	Furnish and Install Metal Canopy 23'x33' complete in place	\$26,400.000	\$26,400.00	\$42,000.00	\$42,000.00	\$67,400.00	\$67,400.00
4.	4	EA	Furnish and Install concrete footing foundation for post supports for canopy as per plans	\$1,962.000	\$7,848.00	\$1,200.00	\$4,800.00	\$1,160.00	\$4,640.00
5.	1	EA	Canopy Erection and installation complete in place as per plans and manufacturer specifications	\$53,000.000	\$53,000.00	\$25,200.00	\$25,200.00	\$5,830.00	\$5,830.00
6.	1	EA	Trees, tree root, sidewalk and curb protection	\$18,150.000	\$18,150.00	\$2,160.00	\$2,160.00	\$5,000.00	\$5,000.00
7.	2	EA	Furnish and Install solar light for canopy as per plans complete in place	\$4,204.000	\$8,408.00	\$3,600.00	\$7,200.00	\$6,000.00	\$12,000.00
<b>Sum Total Base Bid III: (Items 1 Through 7)</b>				<b>\$120,006.00</b>		<b>\$87,360.00</b>		<b>\$97,220.00</b>	
<b>Mobilization (not to exceed 5% of Base Bid)</b>				<b>\$6,000.30</b>		<b>\$4,193.28</b>		<b>\$4,000.00</b>	
<b>Sum Total Base Bid III (Base Bid and Mobilization)</b>				<b>\$126,006.30</b>		<b>\$91,553.28</b>		<b>\$101,220.00</b>	
<b>Sum Total Base Bid I, Base Bid II and Base Bid III</b>				<b>\$470,409.56</b>		<b>\$417,746.17</b>		<b>\$393,000.00</b>	
<b>Amendment(s) Acknowledged:</b>				<b>Yes</b>		<b>Yes</b>		<b>Yes</b>	
<b>Bid Bond Submitted:</b>				<b>Yes</b>		<b>Yes</b>		<b>Yes</b>	

 Approved By:     /s/      
 Date: 1/28/2021



# CITY OF EL PASO BID TABULATION FORM


**BID TITLE:** Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements

**BID NO:** 2021-0621

**BID DATE:** January 27, 2021

**DEPARTMENT:** Capital Improvement

				Martinez Bros Contractors, LLC					
				El Paso, TX					
				Bidder 4 of 4					
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round				
<b>BASE BID 1 SEVILLE PARK - UNIT PRICE SCHEDULE:</b>									
1.	6	MO	Furnish, Install and Maintain Stormwater Pollution prevention plan measures to final completion of project	\$1,500.00	\$9,000.00				
2.	290	SY	Over-excavation and removal of soils, as depicted on Plans complete in place. Includes haul and disposal.	\$33.75	\$9,787.50				
3.	35	SY	Removal of existing sidewalk including sawcut includes disposal/haul of material to approved site.	\$17.50	\$612.50				
4.	115	LF	Curb Demolition, removal & disposal as Depicted on Plans complete in place	\$5.00	\$575.00				
5.	195	CY	Pavement sawcut, demolition and removal of asphalt and base course, as depicted on Plans complete in place. Includes haul and disposal	\$16.25	\$3,168.75				
6.	258	SF	Remove and dispose of existing rockwall with wrought iron fence including concrete footing complete in place	\$6.25	\$1,612.50				
7.	3	EA	Removal of existing trees with root system complete in place includes haul and disposal	\$665.00	\$1,995.00				
8.	265	SF	Removal of Existing Concrete Driveway as per plans complete in place includes haul and disposal	\$6.25	\$1,656.25				
9.	990	SF	Furnish and Install Salt Concrete Sidewalk including steel complete in place	\$10.00	\$9,900.00				

 Approved By:     /s/      
 Date: 1/28/2021



# CITY OF EL PASO BID TABULATION FORM


**BID TITLE:** Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements

**BID NO:** 2021-0621

**BID DATE:** January 27, 2021

**DEPARTMENT:** Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 4					
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals				
<b>BASE BID 1 SEVILLE PARK - UNIT PRICE SCHEDULE:</b>									
10.	800	SY	Furnish and Install - 2 inch Type C HMAAC w/prime coat complete in place	\$15.00	\$12,000.00				
11.	800	SY	6 " Crushed Stone Aggregate Base Course furnish and install complete in place as per plans	\$17.50	\$14,000.00				
12.	4	EA	Furnish and Install benches complete in place includes securing to concrete pad	\$3,125.00	\$12,500.00				
13.	2	EA	Furnish and Install Trash Receptacle complete in place includes securing to concrete pad	\$2,031.25	\$4,062.50				
14.	1	EA	Furnish and Install Bike Rack complete in place includes securing to concrete pad	\$1,716.25	\$1,716.25				
15.	1	EA	Furnish and Install Pet Waste Station complete in place includes securing to concrete pad	\$437.50	\$437.50				
16.	1,060	SF	Furnish and install 3 inches of screening complete in place	\$0.95	\$1,007.00				
17.	2	EA	Furnish and Install Futsal Goa complete in place includes securing to asphalt pavement	\$2,812.50	\$5,625.00				
18.	1	LS	Furnish and Install Futsal Court and Parking lot striping pavement markings as per plans complete in place	\$5,250.00	\$5,250.00				

 Approved By:     /s/      
 Date: 1/28/2021



# CITY OF EL PASO BID TABULATION FORM



**BID TITLE:** Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements **BID NO:** 2021-0621  
**BID DATE:** January 27, 2021 **DEPARTMENT:** Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 4					
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round				
<b>BASE BID 1 SEVILLE PARK - UNIT PRICE SCHEDULE:</b>									
19.	2	EA	Furnish and Install new LED light fixtures complete in place	\$4,000.00	\$8,000.00				
20.	13	EA	Remove and replace wheel stops as per plans complete in place	\$175.00	\$2,275.00				
21.	4	EA	Furnish and Install handicap street signs complete in place as per plans to includes: breakaway foundation, pole and sign	\$812.50	\$3,250.00				
22.	2	EA	Furnish and Install Wheelchair ramps with dome tiles complete in place includes as per plan including compaction and subgrade preparation	\$812.50	\$1,625.00				
23.	1	EA	Furnish and Install Futsal court fencing per plans complete in place	\$34,375.00	\$34,375.00				
24.	6	MO	Furnish, Install and Maintain Traffic control Measures – contractor to provide TCP plan and obtain approval from City Streets and Maintenance Department	\$3,500.00	\$21,000.00				
25.	1	EA	Provide remedial irrigation work as necessary as per site conditions	\$1,100.00	\$1,100.00				
<b>Sum Total Base Bid 1: (Items 1 Through 25)</b>				<b>\$166,530.75</b>					
<b>Mobilization (not to exceed 5% of Base Bid)</b>				<b>\$6,200.00</b>					
<b>Sum Total Base Bid I (Base Bid and Mobilization)</b>				<b>\$172,730.75</b>					

Approved By:     /s/      
Date: 1/28/2021



# CITY OF EL PASO BID TABULATION FORM



**BID TITLE:** Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements **BID NO:** 2021-0621  
**BID DATE:** January 27, 2021 **DEPARTMENT:** Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 4					
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round				
<b>BASE BID 2 - E.L. WILLIAMS PARK - UNIT PRICE SCHEDULE:</b>									
1.	4	MO	Furnish, Install and Maintain Stormwater Pollution prevention plan measures to final completion of project	\$1,500.00	\$6,000.00				
2.	8	CY	Earthwork excavation of soils for post concrete foundation, as depicted on Plans complete in place. Includes haul and disposal.	\$97.50	\$780.00				
3.	1	EA	Furnish and Install Metal Canopy 25'x18' complete in place	\$31,250.00	\$31,250.00				
4.	1	EA	Furnish and Install Metal Canopy 23'x15' complete in place	\$20,000.00	\$20,000.00				
5.	8	EA	Furnish and Install concrete footing foundation for post supports for canopy as per plans complete in place	\$750.00	\$6,000.00				
6.	4	EA	Furnish and Install park benches complete in place includes securing to concrete foundation	\$4,375.00	\$17,500.00				
7.	175	SF	Furnish and Install site Salt Concrete site sidewalks including compaction as per plans complete in place	\$10.00	\$1,750.00				
8.	1	EA	Furnish and Install Trash Receptacles complete in place includes securing to concrete foundation	\$2,750.00	\$2,750.00				
9.	150	LF	Furnish and Install concrete mow strip curb as per plans complete in place	\$17.50	\$2,625.00				

Approved By:     /s/      
Date: 1/28/2021



# CITY OF EL PASO BID TABULATION FORM


**BID TITLE:** Hueco Mountain Park, Seville Futsal Court Park & E.L. Williams Phase II Improvements

**BID NO:** 2021-0621

**BID DATE:** January 27, 2021

**DEPARTMENT:** Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 4			
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round		
<b>BASE BID 2 - E.L. WILLIAMS PARK - UNIT PRICE SCHEDULE:</b>							
10.	3,313	SF	Furnish and Install 3/8 inch rock mulch 3 inches depth with weed fabric as per plans complete in place	\$1.43	\$4,737.59		
11.	10	EA	Furnish and Install 2 inch caliper trees as per plans complete in place	\$313.00	\$3,130.00		
12.	10	EA	Furnish and Install 2 inch caliper trees as per plans complete in place	\$313.00	\$3,130.00		
13.	1	EA	Furnish and Install irrigation system as per plans complete in place	\$3,890.00	\$3,890.00		
14.	4	MO	Furnish and Install and maintain Traffic control Plans – contractor to provide plans and obtain approval from Streets and Maintenance	\$3,500.00	\$14,000.00		
<b>Sum Total Base Bid II: (Items 1 Through 14)</b>				<b>\$117,542.59</b>			
<b>Mobilization (not to exceed 5% of Base Bid)</b>				<b>\$4,000.00</b>			
<b>Sum Total Base Bid II (Base Bid and Mobilization)</b>				<b>\$121,542.59</b>			

 Approved By:     /s/      
 Date: 1/28/2021



# CITY OF EL PASO BID TABULATION FORM



**BID TITLE:** Hueco Mountain Park, Seville Futscal Court Park & E.L. Williams Phase II Improvements **BID NO:** 2021-0621  
**BID DATE:** January 27, 2021 **DEPARTMENT:** Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 4					
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round				
<b>BASE BID 3 - HUECO MTN. PARK CANOPY - UNIT PRICE SCHEDULE:</b>									
1.	4	MO	Furnish, Install and Maintain Stormwater Pollution prevention plan measures to final completion of project	\$1,500.000	\$6,000.00				
2.	2	CY	Earthwork – export materials from holes for post concrete foundation for canopy, complete in place as per plans and specifications	\$187.500	\$375.00				
3.	1	EA	Furnish and Install Metal Canopy 23'x33' complete in place	\$40,000.000	\$40,000.00				
4.	4	EA	Furnish and Install concrete footing foundation for post supports for canopy as per plans	\$750.000	\$3,000.00				
5.	1	EA	Canopy Erection and installation complete in place as per plans and manufacturer specifications	\$6,875.000	\$6,875.00				
6.	1	EA	Trees, tree root, sidewalk and curb protection	\$2,200.000	\$2,200.00				
7.	2	EA	Furnish and Install solar light for canopy as per plans complete in place	\$5,125.000	\$10,250.00				
<b>Sum Total Base Bid III: (Items 1 Through 7)</b>				<b>\$68,700.00</b>					
<b>Mobilization (not to exceed 5% of Base Bid)</b>				<b>\$2,800.00</b>					
<b>Sum Total Base Bid III (Base Bid and Mobilization)</b>				<b>\$71,500.00</b>					
<b>Sum Total Base Bid I, Base Bid II and Base Bid III</b>				<b>\$365,773.34</b>					
<b>Amendment(s) Acknowledged:</b>				<b>Yes</b>					
<b>Bid Bond Submitted:</b>				<b>Yes</b>					

Approved By:     /s/      
Date: 1/28/2021



**View List**

**2021-0621 Hueco Mountain Park Seville Futsal Court Park and E.L. Williams Phase II Improvements**

	<b>Name</b>	<b>Company</b>
1	Stribling, Sam	814 Solutions Seedin
2	Gallegos, Mari	Abescape
3	Allen, Miguel	Allen Concrete, Inc.
4	Armendariz, Richard	AM Insulation, Inc.
5	Gomez, Priscilla	American Pavement Pr
6	Rugh, John	AMTEK
7	martinez, ryan	ARS landscaping corp
8	Shane, Coler	Aztec Contractors
9	Fraire, Julio	B.F. Builders Group,
10	Esparza, Isidoro	Basic IDIQ.Inc
11	Guardado, Carlos	Best Ironworks
12	Bid, Judge	BidJudge.com
13	Luna, Hector	Black Stallion Contr
14	Acosta, David	Border Demolition An
15	Hessney, Steve	Bowen Industrial Con
16	Mims, Valerie	Burke Insurance Grou
17	Caballero, Luis	Caballero Electric C
18	Belkin, Erez	CARPET WAREHOUSE
19	Concha, David	CEA Group
20	Concha, David	CEA Group
21	Damek, Mitch	Champion Fuel Soluti
22	Villalobos, Braulio	CIJ General Contract
23	Stanton, John	Civil Scape
24	FUENTES, FELIX	Clark Construction
25	Huit, Jacob	Clowe And Cowan
26	Kyle, Bellomy	ConstructConnect
27	Gibson, Patty	construction Bid Sou
28	Exton, Pamela	Construction Journal
29	Wood, Jane	Construction Reporte
30	Deg, Maria	Contractors Register
31	Fraga, Miguel	Creosote Collaborati
32	Oney, Hilary	CSA Constructors
33	HARRISON, MIKE	DEL MAR CONTRACTING,
34	Management, Source	Deltek
35	Villela, Kathleen	Desert Grace Managem
36	Villela, Kathleen	Desert Grace Managem
37	Hudson, Brad	Direx Construction,
38	GONZALEZ, ALEXANDER	DIVISION 7 LLC
39	Peggy, Koehn	Dodge Data
40	Loganathan, Jayalakshmi	Dodge Data And Analy

**View List**

**2021-0621 Hueco Mountain Park Seville Futsal Court Park and E.L. Williams Phase II Improvements**

	<b>Name</b>	<b>Company</b>
41	Soto, Daniel	DRS Rock Materials,
42	Alshouse, Aaron	Dustrol Inc.
43	Massie, Scott	DYNAMO PLAYGROUNDS
44	Erick, Osorio	ecoReach, Inc.
45	Velazquez, Joshua	Empire welding And F
46	Dominguez, Luis	Enotsyek
47	Dominguez, Luis	Enotsyek
48	Gomez, Jesu	Gomez Concrete
49	Sambrano, Michael	Gracen Eng. And Cons
50	Melvin, Craig	GreenBlue Urban
51	Jorge, Ojeda	HAWK
52	Jorge, Ojeda	HAWK
53	Mulligan, Matthew	HB Construction
54	Menefee, Kim	Hellas Construction
55	Maldonado, Mariana	Horizone Constructio
56	Balai, Rakesh	i- Sourcing Technolo
57	Gaynor, Shabron	IMS
58	Espino, Ruben	IQP CANOPIES LLC
59	Concha, Joe	Iron Horse Electrica
60	Ramirez, Sal	J Carrizal Construct
61	Crossland, Randal	Jace Contracting Ser
62	Pinon, Jose	JAR Construction
63	Lowrance, Gloria	Jobe Materials, L.P.
64	Ussery, Randy	Kantex Industries
65	Puente, Ed	Kraftsman Commercial
66	Gavaldon, Vanessa	LBAndSons
67	Lamego, Chris	Legacy Construction
68	Naranjo, Lizandro	Lizandro Naranjo
69	Madrazo, Geoffrey	LOI Engineers
70	Gonzalez, Ruben	Lomeli and sons Land
71	Pena, Lorenzo	Lorenzo Pena
72	Martinez, Heriberto	Martinez Bros. Contr
73	Solis, Francisco	Martinez Bros. Lands
74	martinez, avelardo	martinez irrigation
75	Tanzy, Russell	Mesa electrical cont
76	Gallegos, Yahve	Mr.
77	Valdez, Teresa	MRD LANDSCAPING AND
78	Drapes, Michael	MTI Ready Mix
79	Nevarez, Christy	Noble General Contra
80	Lopez, Rafael	Perikin Enterprises,

**View List**

**2021-0621 Hueco Mountain Park Seville Futsal Court Park and E.L. Williams Phase II Improvements**

	<b>Name</b>	<b>Company</b>
81	McGehee, Kyle	Perry Becker Design
82	arzaga, jesus	pmi
83	Ortiz, Lupe	Prime Irrigation And
84	Jones, Kim	Prime Vendor Inc.
85	Morris, Bryan	RBM Engineering, In
86	Valdespino, Carlos	Roman Construction
87	Satarain, Joe	Satarain Constructio
88	Torres, Elizabeth	SigmCon
89	Sanchez, Martha	Sites Southwest
90	Bjornsson, Ron	Smartprocure
91	ALLEN, STEVE	SPARTAN CONSTRUCTION
92	Jesus, Mesta	Straight Edge Contra
93	Arenas, Humberto	Synergy Project Cont
94	Bowden, Donita	Thalle Construction
95	Hernandez, Cecilia	The PlanIt Room
96	Popenoe, Jeff	The PlayWell Group,
97	Plummer, Trey	Third Gen LLC DBA Tr
98	Diaz, Christian	TIA Facility Service
99	romero, ron	triple m recreation
100	travis, Juan	twelve stars constru
101	Gonzalez, Rene	VEMAC
102	Ruiz, Erika	Vertex Contractors,
103	Olguin, Jeannette	Vitual Builders Exch
104	Austin, Fork	Wayne Enterprises
105	Gonzalez, Doroteo	West Texas Landscapi
106	Davis, Teri	Wilson And Company
107	Garcia, Mark	Win Supply
108	Acosta, German	Zayza Irrigation And
109	Royo, Joaquin	ZTEX Construction I
110	Martinez, Jessica	
111	Bid Docs, SW	
112	Banquil, Lovely	
113	Watson, Frank	
114	Hernandez, Alberto	
115	Frappier, Martamaria	



# Hueco Mountain Park Seville Futsal Court Park E.L. Williams Phase II

## Improvements

Solicitation No. 2021-0621  
February 16, 2021



# Project Details

	<u>Hueco Mountain Park</u>	<u>Seville Futsal Court Park</u>	<u>E.L. Williams Phase II Improvements</u>
Location(s):	1184 E.Vitex Circle ;	6705 Sambrano Avenue ;	752 Lafayette Drive
District(s):	Five (5) ;	Three (3) ;	Seven (7)
Total Budget(s):	\$139,400.00 ;	\$331,200.00 ;	\$225,500.00
Funding Source:	Community Development Block Grant		

# Project Location – Hueco Mountain Park





# Project Location – Seville Futsal Court Park





# Project Location – E.L. Williams Phase II Improvements





# Existing Condition – Hueco Mountain Park





# Existing Condition – Seville Futsal Court Park



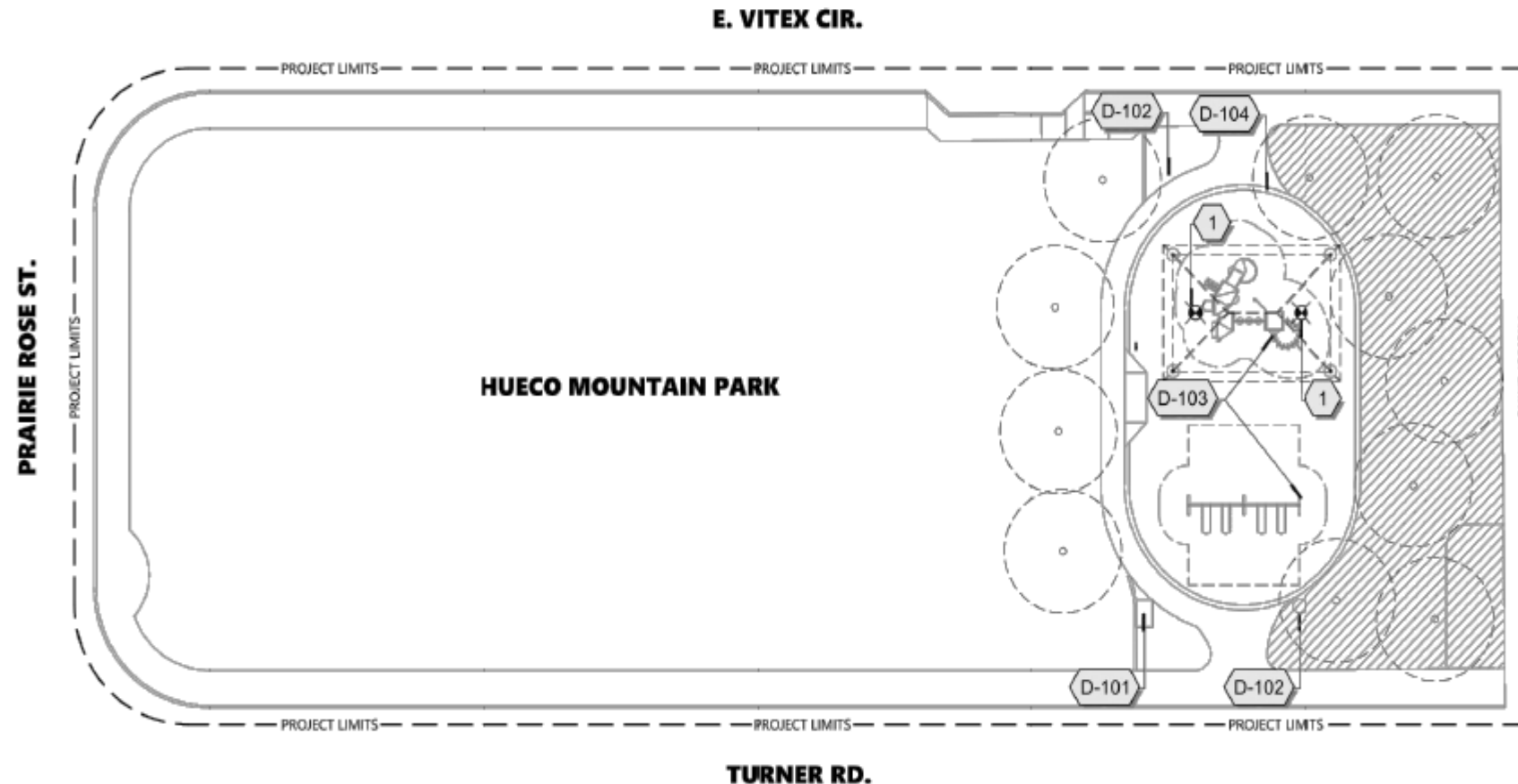


# Existing Condition – E.L. Williams Phase II Improvements



# Scope of Work – Hueco Mountain Park

- Construction of Metal Shade Canopy including canopy posts, footings, concrete drilling, anchors, fasteners and various items relevant to said project for existing playground.

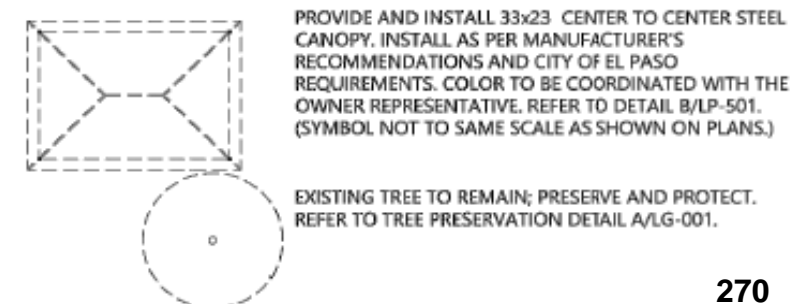


## REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR THE ELECTRICAL SOLAR LIGHTING SHOWING THE LIGHTS COMPLY WITH ALL LOCAL AND STATE CODES.

SYMBOL	DEMOLITION DESCRIPTION
D-101	EXISTING SIGN TO PRESERVE AND PROTECT.
D-102	EXISTING TRASH RECEPTACLE TO PRESERVE AND PROTECT.
D-103	EXISTING PLAYGROUND EQUIPMENT TO PRESERVE AND PROTECT.
D-104	EXISTING ROCKWALL TO PRESERVE AND PROTECT.

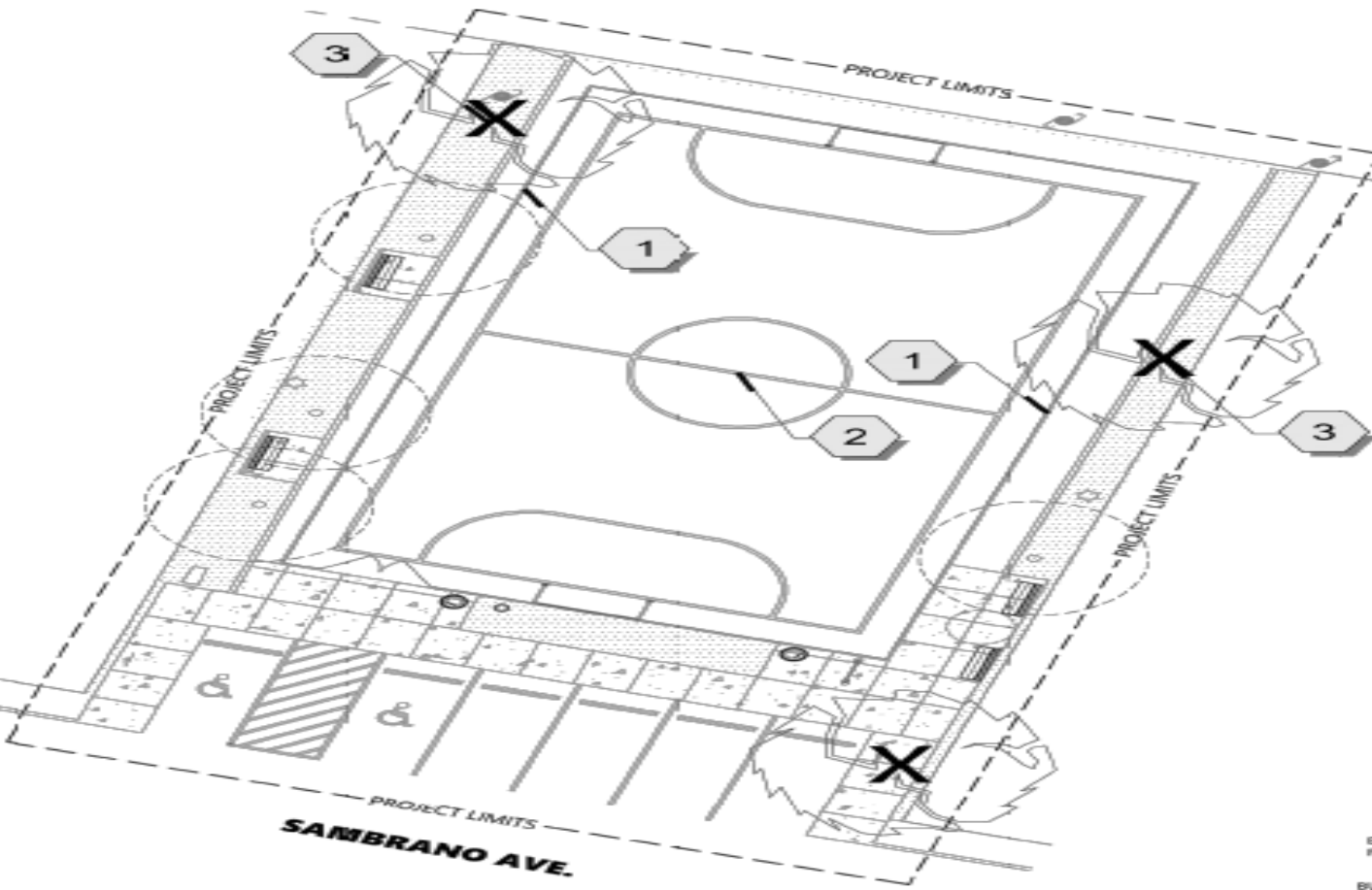
SYMBOL	DESCRIPTION
[Hatched Area]	AREA TO REMAIN OFF LIMITS FOR CONSTRUCTION EQUIPMENT WITHOUT PRIOR APPROVAL IN WRITING FROM THE CITY'S PROJECT MANAGER AND LANDSCAPE ARCHITECT.





# Scope of Work – Seville Futsal Court Park

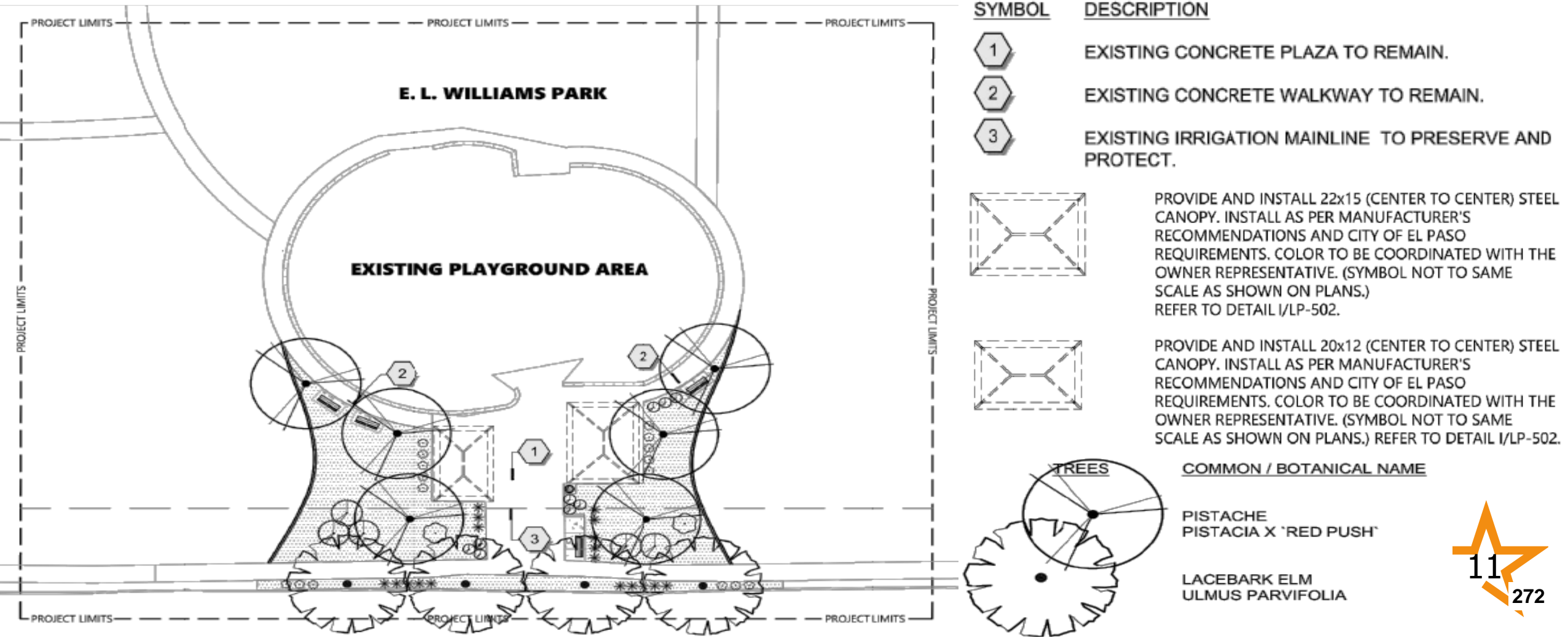
- Demolition and removal of curb, sidewalk, concrete driveway, rock wall, asphalt parking lot, trees and wrought iron fence.
- Construction of Futsal Court, asphalt court surface, parking space, futsal fence with goal posts, addition of benches, trash receptacles, bike rack, ADA parking spaces, ADA ramps and lighting.



SYMBOL	DESCRIPTION
1	PROVIDE AND INSTALL MUGA STEEL COURT FENCE.
2	FUTSAL ASPHALT COURT, REFER TO DETAIL G/LC-501 FOR STRIPING LINES.
3	CAP AND REMOVE EXISTING IRRIGATION LINES.
SYMBOL	DESCRIPTION
I	PROVIDE AND INSTALL ARCHES BIKE RACK - SURFACE MOUNT, REFER TO DETAIL E/LC-501.
•	PROVIDE AND INSTALL PET WASTE STATION OR APPROVED EQUAL. REFER TO DETAIL C/LC-501
—	PROVIDE AND INSTALL POWDER COATED 6-FT. STEEL BENCH, WITH ARMREST, SURFACE MOUNT OR APPROVED EQUAL. REFER TO DETAIL B/LC-501.
○	PROVIDE AND INSTALL TRASH RECEPTACLE WITH POWDER COATED SLATES, AND 32 GAL. PLASTIC LINER, SURFACE MOUNTED OR APPROVED EQUAL. REFER TO DETAIL A/LC-501.
SYMBOL	DESCRIPTION
[Pattern]	PROVIDE AND INSTALL SALT FINISHED CONCRETE PAVING, AT 3000 PSI. REFER TO DETAIL D,F/LC-501.
[Pattern]	PROVIDE AND INSTALL PADRE CANYON SCREENINGS, 3" DEPTH WITH GCI 500 SERIES FILTER FABRIC OR APPROVED EQUAL.
○	EXISTING TREE TO REMAIN; PRESERVE AND PROTECT. REFER TO TREE PRESERVATION DETAIL B/LP-101.
⊗	EXISTING TREE TO REMOVE AND DISPOSE. CONTRACTOR SHALL MAKE A 1 FT. WELL AROUND THE BASE OF TREES TO BE REMOVED AND CUT TRUNK AS LOW AS POSSIBLE. REMAINING ROOTS AND STUMP WITHIN WELL SHALL BE GRINDED 18" BELOW GRADE.

# Scope of Work – E.L. Williams Phase II Improvements

- Construction of landscape, irrigation, trees, shrubs, concrete pads for benches, trash receptacles, mow strip curb and two shade canopies.



# Procurement Summary



- **Low Bid Procurement Method**
  - **Solicitation advertised on December 15, 2020 and December 22, 2020**
    - **Four (4) firms submitted bids, Four (4) local vendors**
  - **Recommendation**
    - **To award the construction contract to Martinez Bros Contractors, LLC. in the amount of \$365,773,34**
- **Construction Schedule**
  - **Start: Spring/ 2021**
  - **End: Fall / 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

# Thank you





Legislation Text

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File #: 21-194, Version: 1

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

**District 1**

Economic and International Development, Jessica Herrera, (915) 212-1615

**PUBLIC HEARING DATE:** 3/2/2021

**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.*

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to VTRE Development, LLC for the purchase price of \$18,600,000 such real property legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, Page 5 of the plat records of El Paso County, Texas and located at the intersection of Desert Blvd. and Paso Del Norte.

**BACKGROUND / DISCUSSION:**

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

The City of El Paso desires to sell a 43.594-acre parcel located at the southeastern intersection of Interstate 10 and Paseo Del Norte in El Paso's west side, to VTRE Development, LLC. The city deems that doing so would generate economic benefits for the City and the surrounding community. As part of this purchase agreement, the purchaser will agree to purchase the property for no less than \$18,600,000 along with covering the seller's insurance costs. The purchaser will also pay up to \$600k for traffic signal construction at Paseo Del Norte near North Desert Boulevard.

**PRIOR COUNCIL ACTION:**

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

No

**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

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

**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 & International Development Department  
**AGENDA DATE:** CCA Regular (First Reading) February 15, 2021  
**CONTACT PERSON/PHONE NUMBER:** Jessica Herrera, Director – 915-212-1615  
**DISTRICT(S) AFFECTED:** District 1

**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 authorizing the conveyance of real property owned by the city of El Paso to VTRE Development, LLC for the purchase price of \$18,600,000 such real property legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, Page 5 of the plat records of El Paso County, Texas and located at the intersection of Desert Blvd. and Paso Del Norte.

**BACKGROUND / DISCUSSION:**

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

The City of El Paso desires to sell a 43.594-acre parcel located at the southeastern intersection of Interstate 10 and Paseo Del Norte in El Paso's west side, to VTRE Development, LLC. The city deems that doing so would generate economic benefits for the City and the surrounding community. As part of this purchase agreement, the purchaser will agree to purchase the property for no less than \$18,600,000 along with covering the seller's insurance costs. The purchaser will also pay up to \$600k for traffic signal construction at Paseo Del Norte near North Desert Boulevard.

**PRIOR COUNCIL ACTION:**

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

No

**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

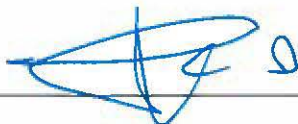
**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

N/A

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

**DEPARTMENT HEAD:**



RAFAEL ARELLANO

FOR: JESSICA HERRERA

BOBIE GARCIA

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO VTRE DEVELOPMENT, LLC FOR THE PURCHASE PRICE OF \$18,600,000. SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF LOT 1, BLOCK 1, EL PASO WEST, AS FILED IN BOOK 57, PAGE 5 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS AND LOCATED AT THE INTERSECTION OF DESERT BLVD AND PASEO DEL NORTE.**

**WHEREAS**, Chapter 3(c) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

**WHEREAS**, Chapter 272 of the Texas Local Government Code allows a municipality to sell real property without notice and bidding requirements provided that the sale not be for less than fair market value as determined by an appraisal, the land is located in a reinvestment zone designated as provided by law and the municipality desires to have it developed under a project plan adopted by the municipality for the zone; and

**WHEREAS**, the Seller has obtained an appraisal for the Property the subject of this Agreement; and

**WHEREAS**, the Seller has created Tax Increment Reinvestment Zone No. 10 (TIRZ 10) pursuant to Chapter 311 of the Texas Tax Code; and

**WHEREAS**, the Property is located within TIRZ 10; and

**WHEREAS**, the City of El Paso desires to have the Property developed under the project plan adopted by the City of El Paso for TIRZ 10.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as portion of Lot 1, Block 1, El Paso West, as filed in Book 57, page 5 of the Plat Records of El Paso County, Texas. Such property being owned by the City of El Paso. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with VTRE Development, LLC for the sale of the property, (2) sign any and all documents related and/or necessary to effectuate the sale and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, (4) sign any contract amendments that do not affect the sale price, and (5) sign any documents necessary to effectuate any rights or obligations in relation to the sale and closing of the property.

**ORDINANCE NO. \_\_\_\_\_**

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

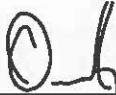
CITY OF EL PASO

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
Municipal Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Samuel Rodriguez, City Engineer

ORDINANCE NO. \_\_\_\_\_

THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO   )

CONTRACT       OF       SALE

This Contract of Sale (“Agreement”) is made this       day of       , 2021 (“Effective Date”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“Seller”) and VTRE Development, LLC, a Delaware limited liability company, and/or its assigns (“Buyer”). For the convenience of the parties, all defined terms appear in **bold face print** when first defined.

**WHEREAS**, Chapter 272 of the Texas Local Government Code allows a municipality to sell real property without notice and bidding requirements provided that the sale not be for less than fair market value as determined by an appraisal, the land is located in a reinvestment zone designated as provided by law and the municipality desires to have it developed under a project plan adopted by the municipality for the zone; and

**WHEREAS**, the Seller has obtained an appraisal for the Property the subject of this Agreement; and

**WHEREAS**, the Seller has created Tax Increment Reinvestment Zone No. 10 (TIRZ 10) pursuant to Chapter 311 of the Texas Tax Code; and

**WHEREAS**, the Property is located within TIRZ 10; and

**WHEREAS**, the City of El Paso desires to have the Property developed under the project plan adopted by the City of El Paso for TIRZ 10.

The parties agree as follows:

**SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.**

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. A 43.594 Acre parcel located at the SEC of Interstate 10 and Paseo Del Norte legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, page 5 of the Plat Records of El Paso County, Texas, as further described and/or depicted in **Attachment “A”**, the **“Property”**. The Property shall include the parcel, an assignment of written service and maintenance contracts and other written contracts affecting the Property (**“Service Contracts”**) which the Buyer elects to assume, personal property and all intangibles (including names, permits, warranties, licenses, and agreements related to the Property). Except for agreements that are terminable upon

30 days written notice, but in no event later than Closing, without penalty, Seller shall not enter into any new leases or Service Contracts, or amend, extend or renew any existing leases or Service Contracts, or otherwise modify the status of title (except to cure Buyer's title objections), without the Buyer's written consent. To the extent they are terminable prior to Closing, all leases and Service Contracts that the Buyer does not expressly elect to assume shall be terminated at or prior to Closing. The parties shall identify which leases and Service Contracts are not terminable at Closing prior to expiration of the Inspection Period.

## **SECTION 2. PURCHASE PRICE AND TITLE COMPANY.**

- A. At Closing, the Buyer will pay the Seller a total amount of \$18,600,000 for the Property ("**Purchase Price**"). The Purchase Price is to be paid by the Buyer to the Seller through Lone Star Title Company of El Paso, Inc. ("**Title Company**") at the Closing of this Agreement. Buyer, working with the Title Company, has the right to select the underwriter for the title insurance.
- B. The Buyer will submit a check to the Title Company in the amount of \$50,000 ("**Initial Deposit**"), within 3 business days after the Effective Date. The Title Company will hold the Initial Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Initial Deposit to the Purchase Price of the Property at Closing.
- C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

## **SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.**

- A. **WARRANTIES.** To the best of the Seller's knowledge, the Seller represents and warrants to the Buyer that:
  - 1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
  - 2. No leasehold rights or interests have been granted and are currently in effect involving the Property;
  - 3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;



4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property;
6. The Seller has not received any notices that the Property is contaminated or threatened with contamination by any hazardous substances or hazardous materials; and
7. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.
8. **LIMITATIONS ON WARRANTY.** The representations and warranties provided in this section of the Agreement will survive for one calendar year following the date of conveyance as shown in the executed Special Warranty Deed signed by the Seller. Except for the representations and warranties made above and in the Special Warranty Deed executed by the Seller, the Buyer agrees that the conveyance of the Property is an "as is, where is and with all faults" transaction and that the Seller disclaims all other representations and warranties pertaining to the condition of the Property available under law whether express or implied including but not limited to any representations and warranties pertaining to the nature and condition of water, soil, geology, or other environmental hazards or conditions (including the presence of asbestos). Notwithstanding anything to the contrary in this Agreement, the Seller shall have no liability for breaches of any representations and warranties which are made by the Seller in this Agreement or in any of the documents or instruments required to be delivered by Seller under this Agreement if the Buyer or its employees, managers, contractors or agents ("**Buyer Parties**") had actual knowledge of such breach at Closing where Buyer elects to proceed to close the transaction contemplated by this Agreement. Buyer shall not otherwise have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, as a result of the breach of such Seller's representations and warranties of which the Buyer Parties had actual knowledge prior to Closing, but Buyer's sole remedy shall be to terminate this Agreement before the Closing Date in which event the Deposit shall be returned to the Buyer. The terms and provisions of this Section survive the Closing.

**B. OBLIGATIONS.** The Seller will comply with the following obligations:

1. Within ten (10) business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

- a. Any "as-built" plans for any improvements on the Property, if any;
  - b. Tax bills showing the amount of the current real property tax and the assessed value of the land;
  - c. All environmental reports of the Property and the improvements on the Property;
  - d. All documents pertaining to the development, ownership, or operation of the Property, including but not limited to, any leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property, service contracts, any existing survey(s);
  - e. Title commitments and/or policies, cost estimates, drawings, plans, and soils reports;
  - f. Feasibility studies;
  - g. Any documentation or information regarding water, sanitary sewer, gas and other utilities serving the Property;
  - h. Engineering studies; and
  - i. Any agreements affecting the Property.
2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

#### **C. RIGHTS.**

1. The Title Company will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used as escrow instructions.

### **SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.**

#### **A. WARRANTIES. The Buyer warrants that:**

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING AND EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE SELLER CONTAINED IN THIS AGREEMENT: (A) BUYER RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY REGARDLESS OF WHETHER SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY WERE A RESULT OF THE SELLER'S NEGLIGENCE, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE; (B) THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE ACTS OR OMISSIONS OF BUYER OR ITS REPRESENTATIVES; AND (C) THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE ACTS OR OMISSIONS OF BUYER OR ITS REPRESENTATIVES.**
2. The Buyer will obtain an ALTA survey of the Property. The Buyer will be responsible for all costs associated with the ALTA survey. The Buyer will provide the Title Company and the Seller copies of the ALTA survey within 5 calendar days of obtaining such survey. The survey will be incorporated to Attachment "A" of this Agreement as of the date that the Buyer provides the survey to the Seller and the Title Company.
3. **TITLE INSURANCE.** The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 5 calendar days of the Effective Date of this Agreement. The Buyer will obtain an owners policy insurance. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller within 3 calendar days of receiving such title commitment. The Buyer is

responsible for all costs related to obtaining the title commitment and the owners policy insurance.

4. If the Closing shall occur, then at the time of its development of the Property, the Buyer shall install a traffic signal at the approximate location indicated on Attachment "A." The Buyer shall, and the Seller shall cause its Street and Maintenance Department and any other applicable departments to, cooperate and coordinate on such installation. The Buyer shall pay the costs of installing such traffic signal up to the amount of \$600,000, and the Seller shall pay all such costs in excess of \$600,000. Prior to the Closing, the Seller shall take all necessary actions to approve the foregoing expenditure and allocate municipal funds thereto. This Section 4(B)(4) shall survive the Closing.
  5. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract. Buyer will pay to CBRE, Inc. and KBC Advisors, Inc. at Closing a brokerage commission per a separate agreement.
  6. The Buyer is responsible for all closing costs related to this transaction. For purposes of this Agreement, Closing costs include: Buyer's agent's commission, escrow fees, filing fees, certificate fees, title policy and title policy related fees, appraisal fees, environmental assessment fees, all costs allocated to the Buyer under this Agreement, and any other fees that are customarily charged by the Title Company.
- C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:
1. INSPECTION. The Buyer may inspect the Property for a period of 120 calendar days after the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and is reasonably acceptable to the Seller. Except as expressly set forth in this Agreement, the Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. During the Inspection Period, the Buyer may pursue all permits,

entitlements, etc., as may be necessary for its use and development, and the Seller will cooperate with the Buyer in connection with such efforts. The Buyer may terminate this Agreement at any time during the Inspection Period in accordance to Section 5(A)(1). If the Agreement is not terminated under Section 5(A)(1), then the parties will proceed to close on the sale and purchase of the Property. Failure to close on the Property is a material breach by the party responsible for the failure to close. The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. If the Closing does not occur, the Buyer will restore the Property to substantially the condition the Property was prior to any inspections or due diligence done by the Buyer. **EXCEPT TO THE EXTENT ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE SELLER AND THE SELLER'S OFFICER'S AND EMPLOYEES, THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE SELLER AND THE SELLER'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER. THE BUYER SHALL INCUR NO LIABILITY TO THE SELLER FOR THE DISCOVERY OF EXISTING CONDITIONS AT THE PROPERTY.** The Buyer may extend the Inspection Period for up to two (2) additional periods of 30 calendar days each provided that the Buyer provides the Seller advance written notice prior to the expiration of the Inspection Period and the Seller makes an additional deposit in the amount of \$25,000 with the Title Company (each, an "Extension Deposit" and together, the "Extension Deposits"; with the Initial Deposit, the "Deposit") which will be applied to the Purchase Price upon the purchase and sale of the Property.

2. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for title insurance, title exception documents and the survey for a period of 30 calendar days after receiving the commitment for title insurance, title exception documents and the survey ("Title Review Period") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, Buyer shall be deemed to have waived any objections and all exceptions to coverage



listed in Schedule B of the title commitment will become permitted exceptions and will be listed as exceptions in the Special Warranty Deed signed by the Seller. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 10 calendar days of receiving Buyer's objections:

- a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date and the parties will proceed with the sale and purchase of the Property;
- b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to afford the Seller a reasonable period of time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3)(a) if the Buyer refuses to postpone the Closing Date or waive the objections. If the parties agree to postpone the Closing Date, then the parties will set a new Closing Date and proceed with the sale and purchase of the Property; or
- c. Notify the Buyer that the Seller will not cure the Buyer's objections in which case Buyer may terminate this Agreement in accordance with Section 5(A)(3)(b).

If the Agreement is not terminated under Section 5(A)(3), then the parties will proceed to close on the sale and purchase of the Property. Failure to close on the Property is a material breach by the party responsible for the failure to close. The Buyer shall not be required to object to, and the Seller shall satisfy, all requirements set forth on Schedule C of the title commitment.

## **SECTION 5. TERMINATION.**

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason or for no reason at any time only during the Inspection Period by providing written notice to the Seller. If Buyer fails to terminate this Agreement in writing prior to the expiration of the Inspection Period, Buyer will be deemed to have waived its right to terminate this Agreement pursuant to this Section 5(A)(1) and the transaction will proceed in accordance with the other provisions of this

Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer.

2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 10 calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposits made by the Buyer as Seller's sole and exclusive remedy. If Seller fails to fulfill its obligations of this Agreement and fails to cure the same within such time period, then Buyer may, as its sole remedy, either pursue specific performance of this Agreement, or terminate this Agreement and the Seller will refund the Deposit to the Buyer.
3. **TERMINATION DURING TITLE REVIEW PERIOD.**
  - a. Termination pursuant to Section 4(C)(2)(b) of the Agreement. If the Buyer refuses to postpone the Closing Date or waive the objections, then either party may terminate this Agreement by written notification. The Seller will direct the Title Company to refund to the Buyer any Deposit made by the Buyer under this Agreement.
  - b. Termination pursuant to Section 4(C)(2)(c) of the Agreement. If the Seller refuses to cure any title objections, then the Seller will notify the Buyer and Buyer may terminate this Agreement under this Section. The Seller will direct the Title Company to refund to Buyer any Deposit made by the Buyer under this Agreement.
4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer. For purposes of this Agreement, a casualty can only be a physical destruction or damage to the Property.



## SECTION 6. CLOSING.

- A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property (“Closing”) on the date that is 30 calendar days following the expiration of the Inspection Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller (“Closing Date”). A party’s failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.
- B. **SELLER’S OBLIGATIONS.** Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:
1. A fully executed deed (“Deed”) conveying to the Buyer good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property except for the exceptions approved or deemed approved by the Buyer pursuant to the Agreement, in the form included in this Agreement as **Attachment “B”**;
  2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
  3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and
  4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement
- C. **BUYER’S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:
1. The Purchase Price minus the Deposit that is being held by the Title Company;
  2. All Closing Costs and other amounts owed by the Buyer at or before closing under this Agreement; and
  3. Any other items requested by the Title Company to finalize the closing of this Agreement.
- D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Property. Within 30 business days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of

such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

- E. **POSSESSION.** Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

## **SECTION 7. GENERAL PROVISIONS.**

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **BUYER-SELLER RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.
- C. **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.
- D. **NOTICES.** The parties will send all notices required by this Agreement in writing both postmarked and delivered by (i) certified mail, or (ii) USPS Priority Mail or (iii) USPS Priority Mail Express Overnight. All notices sent by certified mail are considered received 5 calendar days after the postmark date. All notices sent by USPS Priority Mail or USPS Priority Mail Express Overnight are considered delivered when delivery is confirmed by USPS. The parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller: The City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890

Copy: City Attorney  
City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890

Copy: City of El Paso  
Director of CID  
P.O. Box 1890  
El Paso, Texas 79950-1890

To the Buyer: VTRE Development, LLC  
6160 Warren Parkway, Suite 200  
Frisco, TX 75034  
Attn: Bill Baumgardner

Copy: VTRE Development, LLC  
4900 Main Street, Suite 400  
Kansas City, MO 64112  
Attn: President

E. **CONFIDENTIALITY.** The Buyer 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). The parties acknowledge that this Agreement may not be kept confidential. To the extent allowed by law, Seller agrees that upon Seller's receipt of a public records request for disclosure of any documents related to this transaction (other than this Agreement and attachments to this Agreement), the Seller will (i) give Buyer prior notice (at all of the addresses specified above) sufficient to allow Buyer to seek a protective order or other appropriate remedy, and (ii) disclose only such information as is required by applicable law.

- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be the state and federal courts of El Paso County, Texas.
- H. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **GOVERNMENTAL FUNCTIONS.** The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. **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. Notwithstanding anything to the contrary, nothing in this Agreement exempts the Buyer from any federal, state, or local laws, regulations or ordinances pertaining to zoning, platting, building, and/or development of the Property.
- L. **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.
- M. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the Seller and the Buyer, and their successors and assigns. Seller may not assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the Buyer. Buyer may assign this Agreement without Seller's consent, but such assignment shall not relieve Buyer of its liability hereunder.

- N. **THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries of this Agreement.
- O. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. **COUNTERPARTS.** The parties may execute this Agreement in counterparts.
- Q. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.
- R. **WAIVER OF CONSEQUENTIAL DAMAGES.** Neither Buyer nor Seller will be liable for consequential, indirect, or special damages in connection with this Agreement.

[Signatures begin on the following page]

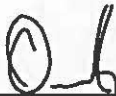
EXECUTED by Seller the \_\_\_\_ day of \_\_\_\_\_, 2021.

**SELLER:**


**CITY OF EL PASO, TEXAS**

By: \_\_\_\_\_  
Tomas Gonzalez  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E.  
City Engineer

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, as \_\_\_\_\_ of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

EXECUTED by Buyer the 8 day of February, ~~2020~~, 2021,

**BUYER:**

**VTRE DEVELOPMENT, LLC,**  
a Delaware limited liability company

By: [Signature]  
David M. Harrison  
President

**THE STATE OF MISSOURI**     §  
   §  
**COUNTY OF JACKSON**     §

This instrument was acknowledged before me on this 8 day of February, ~~2020~~, 2021,  
by David M. Harrison, as President of the Buyer.

[Signature]  
Notary Public, State of MISSOURI

**My commission expires:**

4-26-2023





**ATTACHMENT "A"**  
**PROPERTY DESCRIPTION AND/OR DEPICTION**



## Exhibit A-1

Property description: A 1.848-acre portion of Lot 1, Block 1, El Paso West, El Paso, El Paso County, Texas

### METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 1.848-acre portion of Lot 1, Block 1, El Paso West (Book 57, Page 5, Plat Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

**COMMENCING** at a city monument at the centerline P.I. of Northwestern Drive (90-foot right-of-way, El Paso West), from which the city monument at the centerline P.I. of Northwestern Drive (90-foot right-of-way, September 24, 1984, Book 1547, Page 589, Deed Records, El Paso County, Texas) opposite Plexxar South (Book 72, Page 32, Plat Records, El Paso County, Texas) bears North 08°03'06" West, a distance of 2462.67 feet; Thence, North 8°03'06" West, along said centerline, a distance of 1467.82 feet; Thence, South 81°56'54" West, a distance of 45.00 feet to the common boundary between the west right-of-way of Northwestern Drive and the east boundary of El Paso West; Thence, 54.98 feet along said boundary and along the arc of a curve to the left, having a radius of 35.00 feet, a central angle of 90°00'00", and a chord which bears North 53°03'06" West, a distance of 49.50 feet to the common boundary between the south right-of-way of Arcraft Road (120-foot right-of-way, Paseo Del Norte Boulevard, El Paso West) and the north boundary of El Paso West; Thence, South 81°56'54" West, along said boundary, a distance of 140.95 feet; Thence, 309.39 feet continuing along said boundary and along the arc of a curve to the left, having a radius of 4743.36 feet, a central angle of 3°44'14", and a chord which bears South 80°04'47" West, a distance of 309.34 feet; Thence, South 78°12'40" West, continuing along said boundary, a distance of 776.88 feet to a 5/8" rebar with cap marked "RPLS 4178" set for the **POINT OF BEGINNING** of this description;

**THENCE**, South 11°47'20" East, a distance of 300.19 feet to a set 5/8" rebar with cap marked "RPLS 4178";

**THENCE**, South 78°12'41" West, a distance of 284.96 feet to a 5/8" rebar with cap marked "RPLS 4178" set on the common boundary between the west boundary of El Paso West and the east right-of-way of U.S. Interstate Highway No. 10 (varied right-of-way, November 17, 1956, Book 1320, Page 251, and November 27, 1956, Book 1320, Page 231, Deed Records, El Paso County, Texas);

**THENCE**, North 10°01'08" West, along said boundary, a distance of 169.44 feet to a set 5/8" rebar with cap marked "RPLS 4178";

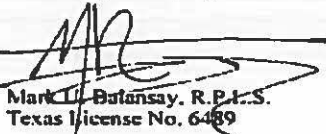
**THENCE**, 207.89 feet continuing along said boundary and along the arc of a curve to the right, having a radius of 135.00 feet, a central angle of 88°13'47", and a chord which bears North 34°05'46" East, a distance of 187.95 feet to a 5/8" rebar with cap marked "RPLS 4178" set on the common boundary between the north boundary of El Paso West and the south right-of-way of Arcraft Road;

**THENCE**, North 78°12'40" East, along said boundary, a distance of 144.79 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 1.848 acres (80,511 square feet) of land more or less.

NOTE: A PLAT OF EVEN DATE HERewith ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.  
Professional Land Surveyors  
Texas Reg. Surveying Firm 10060500



Mark L. Batansay, R.P.L.S.  
Texas License No. 6489

Job Number 20-0001  
March 25, 2020

## ATTACHMENT "A"

### EXHIBIT A-1

#### METES AND BOUNDS DESCRIPTION

A 43.594-ACRE PARCEL SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF LOT 1, BLOCK 1, EL PASO WEST, AS FILED IN BOOK 57, PAGE 5 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

COMMENCING FOR REFERENCE AT A CITY MONUMENT FOUND AT THE CENTERLINE POINT OF INTERSECTION OF NORTHWESTERN DRIVE; WHENCE THE CENTERLINE INTERSECTION OF NORTHWESTERN DRIVE AND PASEO DEL NORTE BOULEVARD (MONUMENT DESTROYED) BEARS NORTH 08°03'06" WEST, A DISTANCE OF 1,562.73 FEET; THENCE, FOLLOWING THE TANGENT CENTERLINE OF NORTHWESTERN DRIVE, SOUTH 19°49'23" EAST, A DISTANCE OF 120.94 FEET TO THE SOUTH BOUNDARY LINE OF SAID EL PASO WEST; THENCE, LEAVING THE TANGENT CENTERLINE OF NORTHWESTERN DRIVE AND FOLLOWING THE SOUTH BOUNDARY LINE OF SAID EL PASO WEST, SOUTH 70°35'18" WEST, A DISTANCE OF 44.97 FEET TO A 5/8-INCH REBAR WITH ILLEGIBLE CAP FOUND ON THE WEST RIGHT-OF-WAY LINE OF NORTHWESTERN DRIVE FOR THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF LOT 2, BLOCK 1, EL PASO WEST UNIT TWO.

THENCE, FOLLOWING THE SOUTH BOUNDARY LINE OF SAID LOT 1, SOUTH 89°59'20" WEST, A DISTANCE OF 370.39 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP STAMPED "RPLS 4178" FOUND FOR AN ANGLE POINT, IDENTICAL TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE NORTHEAST CORNER OF LOT 6, BLOCK 1, EL PASO WEST UNIT TWO REPLAT A;

THENCE, CONTINUING ALONG THE SOUTH BOUNDARY OF SAID LOT 1, NORTH 89°50'54" WEST, A DISTANCE OF 697.25 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP STAMPED "RPLS 4178" FOUND FOR AN ANGLE POINT, IDENTICAL TO THE NORTHWEST CORNER OF LOT 7, BLOCK 1, EL PASO WEST UNIT TWO REPLAT A AND THE NORTHEAST CORNER OF TRACT 4, W. H. LENOX SURVEY NO. 432;

THENCE, CONTINUING ALONG THE SOUTH BOUNDARY OF SAID LOT 1, NORTH 89°55'05" WEST, A DISTANCE OF 462.99 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP STAMPED "RPLS 4178" FOUND ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 10 FOR THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, IDENTICAL TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE NORTHWEST CORNER OF TRACT 4, W. H. LENOX SURVEY NO. 432;

THENCE, LEAVING THE SOUTH BOUNDARY LINE OF SAID LOT 1 AND FOLLOWING THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 10, NORTH 30°01'07" WEST, A DISTANCE OF

1,204.38 FEET TO A 5/8-INCH REBAR WITH ILLEGIBLE PLASTIC CAP FOUND FOR A POINT OF CURVATURE;

THENCE, FOLLOWING THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 10 ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF  $88^{\circ}13'46''$ , AN ARC LENGTH OF 207.89 FEET AND WHOSE LONG CHORD BEARS NORTH  $34^{\circ}05'46''$  EAST, A DISTANCE OF 187.95 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP STAMPED "RPLS 4178" FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF PASEO DEL NORTE BOULEVARD FOR A POINT OF TANGENCY;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 10 AND FOLLOWING THE SOUTH RIGHT-OF-WAY LINE OF PASEO DEL NORTE BOULEVARD, NORTH  $78^{\circ}12'39''$  EAST, A DISTANCE OF 688.94 FEET TO A CHISELED "X" IN CONCRETE FOUND FOR THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, LEAVING THE SOUTH RIGHT-OF-WAY LINE OF PASEO DEL NORTE BOULEVARD, SOUTH  $10^{\circ}00'38''$  EAST, A DISTANCE OF 29.51 FEET TO A CHISELED ARROW IN CONCRETE FOUND FOR A POINT OF CURVATURE;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF  $22^{\circ}01'58''$ , AN ARC LENGTH OF 36.53 FEET AND WHOSE LONG CHORD BEARS SOUTH  $21^{\circ}01'37''$  EAST, A DISTANCE OF 36.31 FEET TO A CHISELED "X" IN CONCRETE FOUND FOR A POINT OF TANGENCY;

THENCE, SOUTH  $32^{\circ}02'36''$  EAST, A DISTANCE OF 119.50 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP STAMPED "RPLS 4178" FOUND FOR A POINT OF CURVATURE;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.30 FEET, A CENTRAL ANGLE OF  $67^{\circ}47'09''$ , AN ARC LENGTH OF 80.80 FEET AND WHOSE LONG CHORD BEARS SOUTH  $01^{\circ}49'58''$  WEST, A DISTANCE OF 76.17 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP STAMPED "RPLS 4178" FOUND FOR THE END OF SAID CURVE TO RIGHT;

THENCE, SOUTH  $55^{\circ}00'42''$  EAST, A DISTANCE OF 521.80 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP STAMPED "RPLS 4178" FOUND FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 229.50 FEET, A CENTRAL ANGLE OF  $23^{\circ}11'35''$ , AN ARC LENGTH OF 92.90 FEET AND WHOSE LONG CHORD BEARS NORTH  $70^{\circ}21'32''$  EAST, A DISTANCE OF 92.97 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP STAMPED "RPLS 4178" FOUND FOR A POINT OF TANGENCY;

THENCE, NORTH  $81^{\circ}57'20''$  EAST, A DISTANCE OF 200.93 FEET TO A CHISELED "X" IN CONCRETE FOUND ON THE WEST RIGHT-OF-WAY LINE OF NORTHWESTERN DRIVE FOR THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE, FOLLOWING THE WEST RIGHT-OF-WAY LINE OF NORTHWESTERN DRIVE, SOUTH 08°03'06" EAST, A DISTANCE OF 760.76 FEET TO A 5/8-INCH REBAR WITH PLASTIC CAP STAMPED "RPLS 4178" FOUND FOR A POINT OF CURVATURE;

THENCE, FOLLOWING THE WEST RIGHT-OF-WAY LINE OF NORTHWESTERN DRIVE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,306.04 FEET, A CENTRAL ANGLE OF 11°21'36", AN ARC LENGTH OF 258.95 FEET AND WHOSE LONG CHORD BEARS SOUTH 13°43'54" EAST, A DISTANCE OF 258.52 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 43.594 ACRES, MORE OR LESS.

**SAVE AND EXCEPT THE FOLLOWING:**

A portion of Lot 1, Block 1, El Paso West Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 57, Page 5, Real Property Records of El Paso County, Texas, more particularly described in Exhibit A-1 continued and attached hereto.



**EXHIBIT A**  
**To Special Warranty Deed**  
**LEGAL DESCRIPTION**

A portion of Lot 1, Block 1, El Paso West Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 57, Page 5, Real Property Records of El Paso County, Texas, more particularly described in Exhibit A-1 attached hereto.

## Exhibit A-1 continued part of SAVE and EXCEPT

Property description: A 1.848-acre portion of Lot 1, Block 1, El Paso West, El Paso, El Paso County, Texas

### METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 1.848-acre portion of Lot 1, Block 1, El Paso West (Book 57, Page 5, Plat Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument at the centerline P.I. of Northwestern Drive (90-foot right-of-way, El Paso West), from which the city monument at the centerline P.I. of Northwestern Drive (90-foot right-of-way, September 24, 1984, Book 1547, Page 589, Deed Records, El Paso County, Texas) opposite Plexar South (Book 72, Page 32, Plat Records, El Paso County, Texas) bears North 08°03'06" West, a distance of 2462.67 feet; Thence, North 8°03'06" West, along said centerline, a distance of 1467.82 feet; Thence, South 81°56'54" West, a distance of 45.00 feet to the common boundary between the west right-of-way of Northwestern Drive and the east boundary of El Paso West; Thence, 54.98 feet along said boundary and along the arc of a curve to the left, having a radius of 35.00 feet, a central angle of 90°00'00", and a chord which bears North 53°03'06" West, a distance of 49.50 feet to the common boundary between the south right-of-way of Arcraft Road (120-foot right-of-way, Paseo Del Norte Boulevard, El Paso West) and the north boundary of El Paso West; Thence, South 81°56'54" West, along said boundary, a distance of 140.95 feet; Thence, 309.39 feet continuing along said boundary and along the arc of a curve to the left, having a radius of 4743.36 feet, a central angle of 3°44'14", and a chord which bears South 80°04'47" West, a distance of 309.34 feet; Thence, South 78°12'40" West, continuing along said boundary, a distance of 776.88 feet to a 5/8" rebar with cap marked "RPLS 4178" set for the POINT OF BEGINNING of this description;

THENCE, South 11°47'20" East, a distance of 300.19 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, South 78°12'41" West, a distance of 284.96 feet to a 5/8" rebar with cap marked "RPLS 4178" set on the common boundary between the west boundary of El Paso West and the east right-of-way of U.S. Interstate Highway No. 10 (varied right-of-way, November 17, 1956, Book 1320, Page 251, and November 27, 1956, Book 1320, Page 231, Deed Records, El Paso County, Texas);

THENCE, North 10°01'08" West, along said boundary, a distance of 169.44 feet to a set 5/8" rebar with cap marked "RPLS 4178";

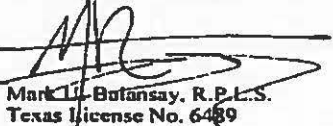
THENCE, 207.89 feet continuing along said boundary and along the arc of a curve to the right, having a radius of 135.00 feet, a central angle of 88°13'47", and a chord which bears North 34°05'46" East, a distance of 187.95 feet to a 5/8" rebar with cap marked "RPLS 4178" set on the common boundary between the north boundary of El Paso West and the south right-of-way of Arcraft Road;

THENCE, North 78°12'40" East, along said boundary, a distance of 144.79 feet to the POINT OF BEGINNING of this description.

Said parcel of land contains 1.848 acres (80,511 square feet) of land more or less.

NOTE: A PLAT OF EVEN DATE HERewith ACCOMPANIES THIS DESCRIPTION

ROBERT SEIPEL ASSOCIATES, INC.  
Professional Land Surveyors  
Texas Reg. Surveying Firm 10060500



Mark L. Botansay, R.P.L.S.  
Texas License No. 6489

Job Number 20-0001  
March 25, 2020



## **ATTACHMENT "B"**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### **SPECIAL WARRANTY DEED**

Effective Date: , 20

Grantor: [Grantor name]

Grantor's Mailing Address: [Grantor mailing address]

Grantee: [Grantee Name]

Grantee's Mailing Address: [Grantee mailing address]

### **PROPERTY (INCLUDING ANY IMPROVEMENTS):**

A 43.594 Acre parcel legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, page 5 of the Plat Records of El Paso County, Texas, as more particularly described in Attachment "A".

### **CONSIDERATION**

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

### **EXCEPTIONS TO CONVEYANCE**

See permitted exceptions attached to this Deed as Attachment "B"

### **RESERVATIONS TO CONVEYANCE**

none

### **EXCEPTIONS TO WARRANTY**

Except as expressly set forth in the purchase contract between Grantor and Grantee, conveyance of the Property is an "as is, where is and with all faults" transaction and that the Seller disclaims all other warranties pertaining to the condition of the Property available under law whether express or implied including but not limited to any warranties pertaining

to the nature and condition of water, soil, geology, or other environmental hazards or conditions (including the presence of asbestos or lead paint).

#### **WARRANTY AND CONVEYANCE**

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

**EXECUTED** the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*[Signatures Being on Next Page]*

GRANTOR:

**CITY OF EL PASO**

\_\_\_\_\_, City Manager

**STATE OF TEXAS        )**

**COUNTY OF EL PASO    )**

      This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, City Manager, City of El Paso.

      GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires: \_\_\_\_\_



Legislation Text

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**File #: 21-195, Version: 1**

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

**District 8**

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

**PUBLIC HEARING DATE:** 3/2/2021

**STRATEGIC GOAL:**

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

**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.*

An Ordinance granting a special privilege license to EPCM Construction LLC to permit the construction, installation, maintenance, use, and repair of an aerial encroachment of an exterior terrace, doubling as an overhang marking the main public entrance to the Museum over a portion of city right-of-way along Main Street adjacent to the property located at 201 W. Main Drive, El Paso, Texas; setting the license term for a term of fifteen years (15) with one (1) renewable fifteen (15) year term. Subject property: 201 W Main. Owner: City of El Paso NESV2020-00001

**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?*

There is no prior City Council action on the proposed request.

**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

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

**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, Planning Division

**AGENDA DATE:** Introduction February 16, 2021  
Public Hearing March 2, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:**

Philip F. Etiwe, 915-212-1553, [Etiwepf@elpasotexas.gov](mailto:Etiwepf@elpasotexas.gov)  
Armida R. Martinez, 915-212-1605, [Martinezar@elpasotexas.gov](mailto:Martinezar@elpasotexas.gov)

**DISTRICT(S) AFFECTED:** 8

**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 granting a special privilege license to EPCM Construction LLC to permit the construction, installation, maintenance, use, and repair of an aerial encroachment of an exterior terrace, doubling as an overhang marking the main public entrance to the museum over a portion of city right-of-way along Main street adjacent to the property located at 201 W. Main Drive, El Paso, Texas; setting the license term for a term of fifteen years (15) with one (1) renewable fifteen (15) year term. Subject property: 201 W Main. Owner: City of El Paso NESV2020-00001 (District 8)

**BACKGROUND / DISCUSSION:**

N/A

**PRIOR COUNCIL ACTION:**

There is no prior City Council action on this proposed request.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

---

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

**DEPARTMENT HEAD:**



Philip F. Etiwe, Director  
Planning and Inspections Department

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO EPCM CONSTRUCTION LLC TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, USE, AND REPAIR OF AN AERIAL ENCROACHMENT OF AN EXTERIOR TERRACE, DOUBLING AS AN OVERHANG MARKING THE MAIN PUBLIC ENTRANCE TO THE MUSEUM OVER A PORTION OF CITY RIGHT-OF-WAY ALONG MAIN STREET ADJACENT TO THE PROPERTY LOCATED AT 201 W. MAIN DRIVE, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR A TERM OF FIFTEEN YEARS (15) WITH ONE (1) RENEWABLE FIFTEEN (15) YEAR TERM.

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

**SECTION 1. DESCRIPTION**

The City of El Paso (hereinafter called “City”) hereby grants a Special Privilege License (hereinafter called “License”) to **EPC Museum** (hereinafter referred to as the “Grantee”), to permit the construction, installation, future maintenance, use and repair of an aerial encroachment of an Exterior Terrace encroaching a total of 283.57 square feet onto the public right-of-way over a portion of City Right-Of-Way along Main Drive adjacent to the Property located at 201 W. Main Drive as shown in location map ***Exhibit “A,”*** which is made a part hereof for all purposes (hereinafter referred to as the “License Area”)

**SECTION 2. LICENSE AREA**

The aerial rights granted herein over a portion of right-of-way along Main Drive and legally described as a 0.0065 ACRE PORTION WITHIN CITY RIGHT-OF-WAY MAIN DRIVE SOUTH OF BLOCK 18, MILLS ADDITION, City of El Paso, El Paso County, Texas to permit the construction, installation, future maintenance, use and repair of the Exterior Terrace is more particularly shown in ***Exhibit “B”*** which is made a part of hereof for purposes (hereinafter referred to as “License Area”).

**SECTION 3. USE OF PROPERTY**

This License is granted solely for the encroachment onto City right of way for the Exterior Terrace encroachment. Grantee agrees to maintain the License Area in proper working condition and in



accordance with all applicable City specifications, which includes restoration to allow and not impede the City's use of the right of way for pedestrian access.

Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the Exterior Terrace as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

#### **SECTION 4. REGULATION OF CONSTRUCTION**

The work done by Grantee in installation, replacing, repairing, reconstructing, or maintaining the Exterior Terrace shall be subject to all applicable City, State, and Federal requirements applicable to the construction, maintenance and repair of the Exterior Terrace. Work done in connection with the repair and maintenance of the Exterior Terrace is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or the Exterior Terrace encroachment built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

#### **SECTION 5. TERM**

This Special Privilege shall be for a term of FIFTEEN (15) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for One (1) additional FIFTEEN (15) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee Wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the city may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

#### **SECTION 6. WORK DONE BY OTHERS**

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or

the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area

#### **SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS**

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the Exterior Terrace Encroachment such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

#### **SECTION 8. CONSIDERATION**

As consideration for this special Privilege License, the Grantee shall pay to the City ONE THOUSAND SIXTY AND 00/100 DOLLARS (\$1,060) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the Exterior Terrace, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check

payable to “The City of El Paso” and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

**ADVANCE PAYMENT OPTION:**

Grantee shall have the option of pre-paying the City the entire amount for the FIFTEEN (15) year term of the License, prior to the execution of this License. The FIFTEEN (15) year amount is equal to THIRTEEN THOUSAND THIRTY THREE AND 84/100 DOLLARS (\$13,033.84). Said \$13,033.84 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire FIFTEEN (15) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 15 year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee’s Exterior Terrace Encroachment required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

**SECTION 9. INSURANCE**

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee’s insurance policies that are required by this License. Failure to maintain

insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall obtain and provide a general liability policy with a one million dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum two million dollar (\$2,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

#### **SECTION 10. INDEMNITY**

**AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE "DAMAGES". THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.**

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City

as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suits for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this License. **The City will not be responsible for any loss of or damage to the Grantee's property from any cause.**

#### **SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT**

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the Exterior Terrace Encroachment or a portion thereof or ceases to use the Exterior Terrace Encroachment for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the Exterior Terrace, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

#### **SECTION 12. CANCELLATION**

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of

the paid annual consideration for the months remaining in the License year (the twelve month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's Exterior Terrace Encroachment located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the license upon written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

### **SECTION 13. RECORDS**

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, maintenance, and repair of the Exterior Terrace within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

### **SECTION 14. NOTICE**

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso  
Attn: City Manager  
300 North Campbell Street  
El Paso, Texas 79901



with copy to: City of El Paso  
ATTN: Planning and Inspections Department  
811 Texas Avenue  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: Financial Services Department –  
Financial Accounting & Reporting  
300 North Campbell Street  
El Paso, Texas 79901

GRANTEE: EPC Museum  
201 W. Main  
El Paso, Texas 79901

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

#### **SECTION 15. ASSIGNMENT**

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

#### **SECTION 16. LEASING OR DEDICATION OF FACILITIES**

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

#### **SECTION 17. ADMINISTRATION OF LICENSE**

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

#### **SECTION 18. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms

herein.

#### **SECTION 19. LIENS AND ENCUMBRANCES**

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

#### **SECTION 20. RIGHT OF ENTRY AND INSPECTION**

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

#### **SECTION 21. LAWS AND ORDINANCES**

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

#### **SECTION 22. ENTIRE AGREEMENT**

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

#### **SECTION 23. SEVERABILITY**

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

#### **SECTION 24. LAWS GOVERNING/VENUE**

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

#### **SECTION 25. RESTRICTIONS AND RESERVATIONS**

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

**SECTION 26. EFFECTIVE DATE**

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**


**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

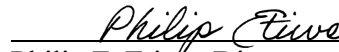
**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russel T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etive, Director  
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this 4<sup>th</sup> day of December, 2020.

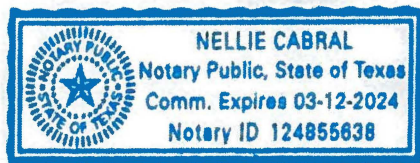
GRANTEE:  
EPC Museum

  
By: Stephanie Otero, as Interim Executive Director

ACKNOWLEDGMENT

THE STATE OF TEXAS           )  
  )  
COUNTY OF EL PASO         )

This instrument is acknowledged before me on this 4<sup>th</sup> day of December, 2020, by Stephanie Otero as Grantee.

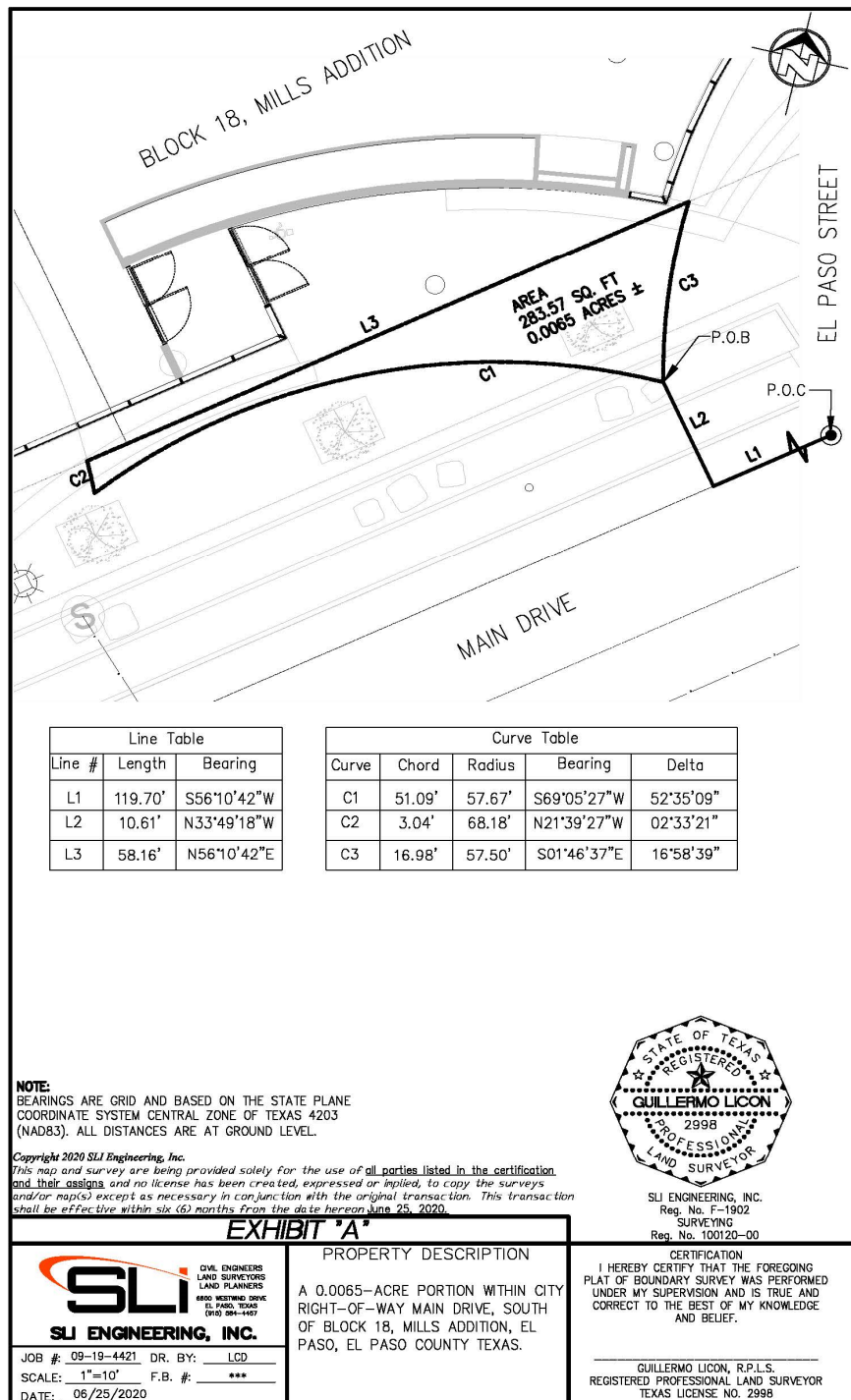


  
Notary Public, State of Texas

Nellie Cabral  
Notary's Printed or Typed Name

03-12-2024  
My Commission Expires

# EXHIBIT A



PAGE 1 OF 2

## EXHIBIT B

### PROPERTY DESCRIPTION

#### METES AND BOUNDS Exhibit "A"

Property Description: A 0.0065 Acre Portion within City right-of-way Main Drive, South of Block 18, Mills Addition, El Paso, El Paso County Texas.

Commencing at a city monument lying on the centerline intersection of Main Drive (70' public right-of-way) and El Paso Street (70' public right-of-way), Thence, South 56° 10' 42" West, with the centerline of Main Drive, a distance of 119.70 feet to a point; Thence, North 33° 49' 18" West, abandoning said centerline of Main Drive, a distance of 10.61 feet to a point for a boundary corner, said point being the TRUE POINT OF BEGINNING of this description:

THENCE, said curve turning to the left through a central angel of 52°35'09", having a radius of 57.67 feet, and whose chord bears South 69° 05' 27" West, a distance of 51.09 feet to a point for a boundary corner;

THENCE, said curve turning to the left through a central angel of 02°33'21", having a radius of 68.18 feet, and whose chord bears North 21° 39' 27" West, a distance of 3.04 feet to a point for a boundary corner;

THENCE, North 56° 10' 42" East, a distance of 58.16 feet to a point for a boundary corner;

THENCE, said curve turning to the left through a central angel of 16°58'39", having a radius of 57.50 feet, and whose chord bears South 01° 46' 37" East, a distance of 16.98 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing 0.0065 acres (283.57 sq. ft.) of land, more or less.

A PLOT OF BOUNDARY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

Copyright 2020 SLI Engineering, Inc.

This map and survey are being provided solely for the use of all parties listed in the certification and their assigns, and no license has been created, expressed or implied, to copy the surveys and/or maps(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon June 25, 2020.



SLI ENGINEERING, INC.  
Reg. No. F-1902  
SURVEYING  
Reg. No. 100120-00

### EXHIBIT "A"

#### PROPERTY DESCRIPTION

A 0.0065-ACRE PORTION WITHIN CITY RIGHT-OF-WAY MAIN DRIVE, SOUTH OF BLOCK 18, MILLS ADDITION, EL PASO, EL PASO COUNTY TEXAS.



CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS  
6800 WESTINGHOUSE DRIVE  
EL PASO, TEXAS  
(972) 591-4407

**SLI ENGINEERING, INC.**

JOB #: 09-19-4421 DR. BY: LCD  
SCALE: 1"=10' F.B. #: \*\*\*  
DATE: 06/25/2020

**CERTIFICATION**  
I HEREBY CERTIFY THAT THE FOREGOING PLAT OF BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

\_\_\_\_\_  
GUILLERMO LICON, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS LICENSE NO. 2998

PAGE 2 OF 2



Legislation Text

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**File #: 21-139, Version: 2**

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

**All Districts**

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

**PUBLIC HEARING DATE:** 3/2/2021

**STRATEGIC GOAL:**

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

**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.*

An Ordinance amending Title 2 (Administration and Personnel) Section 2.64 (Board of Trustees - Membership), Subsection (A) in order to allow for electronic voting by City employees to elect Pension Board Trustees.

**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.

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



**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 Clerk's Office

**AGENDA DATE:** February 16, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Laura D. Prine, (915) 212-0049

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** GOAL 6 SET THE STANDARD FOR SOUND GOVERNANCE AND FISCAL MANAGEMENT

**SUBGOAL:** 6.8 Support transparent and inclusive government.

**SUBJECT:**

An Ordinance amending Title 2 (Administration and Personnel) Section 2.64 (Board of Trustees - Membership), Subsection (A) in order to allow for electronic voting by City employees to elect Pension Board Trustees.

**BACKGROUND / DISCUSSION:**

The City Council wishes to allow for electronic voting to enable a more efficient and safer process for the election of two employees to serve as pension board trustees during the election scheduled the last week in April.

**PRIOR COUNCIL ACTION:**

On April 17, 2018, the same Section of Title 2 was amended to change the terms of office, change the Fund name, and other procedures related to the vacancies on the board.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:**

*Laura D. Prine*

02/10/2021

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL) SECTION 2.64 (BOARD OF TRUSTEES - MEMBERSHIP), SUBSECTION (A) IN ORDER TO ALLOW FOR ELECTRONIC VOTING BY CITY EMPLOYEES TO ELECT PENSION BOARD TRUSTEES.**

**WHEREAS**, Section 2.64.030 of the City Code discusses the process for selection of members to the Board of trustees for the City Employees' Pension Fund; and

**WHEREAS**, the City Council wishes to allow for electronic voting to enable a more efficient and safer process for selection of certain members.

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

Section 1. THAT CHAPTER 2.64.030(A) BE AMENDED AS FOLLOWS:

**2.64.030 - Board of trustees—Membership.**

A. The two members of city council, one of whom may include the mayor, at his or her discretion, shall be appointed by the mayor to serve on the board. The mayor shall also appoint the two citizens who are not officers or employees and the retiree member. The four employees serving on such board shall be elected by a vote of the employees qualified to participate in such fund. Such election shall be held during three working days falling within the last full week of April during times as determined and set by the city clerk. The city manager must give notice of the time and place of the election, including whether such election will be by electronic vote, and must post notices on the bulletin boards in City Hall and in all city departments not later than the first day of April immediately preceding the election. If the election is by electronic vote, the City Manager must also notify City employees electronically at that time. Candidates for election to the board shall file an application with the city clerk not later than April 10th requesting that their names be placed on the ballot in the manner prescribed by the City Clerk with the approval of the City Manager. The city clerk shall on the next following business day, certify the names of all of the qualified candidates. A list of the qualified candidates shall be posted by the city clerk on the bulletin boards in City Hall, in all city departments and electronically in the manner prescribed by

**ORDINANCE NO. \_\_\_\_\_**

the City Clerk not later than April 20th. Voting shall be by electronic voting in accordance with the process and procedure provided by the City Clerk or by written ballot and ballot boxes shall be placed at not less than two locations convenient to all members as may be determined by the city clerk. Eligible voters shall be given time to vote during their regular duty hours. All elections shall be determined by a plurality vote. The candidate or candidates receiving the most votes shall fill existing vacancies, with full terms being filled first. The city clerk shall be in charge of conducting such elections. The city clerk is responsible for furnishing, locating and controlling all ballot boxes and no voting box may be moved without the prior written consent of the city clerk, or for election by electronic vote, the city clerk is responsible for managing and overseeing the voting process. If the election is not by electronic vote, the city clerk shall print all ballots and assign personnel necessary for the supervision of the voting. The City Clerk must prepare eligible voting lists, count the votes and certify successful candidates. If the number of qualified candidates certified by the city clerk does not exceed the number of vacant positions for which the election would be held, such candidates are deemed to be unopposed, and the city clerk shall as soon as practicable following his certification, declare the unopposed candidates elected, and as necessary assign the terms through the drawing of lots.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

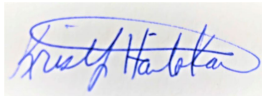
CITY OF EL PASO

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Kristen L. Hamiton-Karam  
Senior Assistant City Attorney

**ORDINANCE NO.** \_\_\_\_\_



Legislation Text

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**File #: 21-191, Version: 1**

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

**All Districts**

Streets & Maintenance, Richard J. Bristol, (915) 212-7000  
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: 7.5 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.*

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

**Award Summary:**

Discussion and action on the award of Solicitation No. 2021-0179 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids to M.J. Mader Enterprises, Inc., dba Bio Dyne Chemical Co. for an initial three (3) year term estimated award of \$ 1,029,278.40. The award also includes a two (2) year option for an estimated amount of \$ 686,185.60. The total value of the contract including the initial term plus the option is five (5) years for a total estimated award of \$ 1,715,464.00. The award of this contract will allow for the City to perform preventative maintenance on all vehicles.

**Contract Variance:**

The difference in cost, based on comparison from previous contract is as follows: An increase of \$465,166.11 for the initial term, which represents an 82.5% increase, due to increases in pricing and additional quantities.

Department:	Streets and Maintenance
Award to:	M.J. Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 343,092.80
Initial Term Estimated Award:	\$ 1,029,278.40 (3 years)
Total Estimated Award:	\$ 1,715,464.00 (5 years)

Account No.: 532-37020-531240-3600-P3701  
Funding Source: Internal Fleet Service Fund  
District(s): All

This is a Low Bid, unit price contract.

The Purchasing and Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to M.J. Mader Enterprises, Inc., dba Bio Dyne Chemical Co., the lowest responsive, responsible bidder, and that Cummins Inc. and Border International Trucks be deemed non-responsive for failure to bid on all items. In accordance with this award the City Manager or designee is authorized to exercise future options if needed

**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?*

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.

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

**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:** Streets and Maintenance

**AGENDA DATE:** February 16, 2021

**CONTACT PERSON/PHONE:** Richard J. Bristol, Director, 915-212-7000  
Bruce D. Collins, Purchasing Director, 915-212-1181

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** NO. 7: Enhance and Maintain the City's Infrastructure Network

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

**SUBJECT:**

Discussion and action on the award of Solicitation 2021-0179, Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids to M.J. Mader Enterprises Inc., dba Bio Dyne Chemical Co. for an initial three (3) year term estimated award of \$1,029,278.40. The award also includes a two (2) year option for an estimated amount of \$686,185.60. The total value of the contract including the initial term plus the option is five (5) years for a total estimated award of \$ 1,715,464.00.

**BACKGROUND / DISCUSSION:**

The approval of this replacement contract would allow for the continual maintenance and upkeep of City owned vehicles for consistent, safe and efficient operation while maintaining maximum reliability.

**SELECTION SUMMARY**

The Solicitation was advertised on December 1, 2020 and December 8, 2020. The solicitation was posted on the City website on December 1, 2020. The email (Purmail) notification was sent out on December 3, 2020. There were a total of forty-one (41) viewers online; six (6) bids were received; three (3) from local suppliers.

**CONTRACT VARIANCE PREVIOUS CONTRACT:**

The difference in cost, based on comparison to the previous contract is as follows: An increase of \$465,166.11 for the initial term, which represents an 82.5 % increase, due to increases in pricing and additional quantities.

**PROTEST**

☒ No protest received for this requirement.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No

- ☐ 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:	\$ 1,029,278.10
Account No.:	532-37020-531240-3600-P3701
Funding Source	Internal Fleet Service Fund

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



**COUNCIL PROJECT FORM  
(LOW BID)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **FEBRUARY 16, 2021**.

**STRATEGIC GOAL: NO. 7 Enhance and Sustain El Paso's Infrastructure Network**

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

**Award Summary:**

Discussion and Action on the award of Solicitation No. 2021-0179 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids to M.J. Mader Enterprises, Inc. dba Bio Dyne Chemical Co. for an initial three (3) year term estimated award of \$ 1,029,278.40. The award also includes a two (2) year option for an estimated amount of \$ 686,185.60. The total value of the contract including the initial term plus the option is five (5) years for a total estimated award of \$ 1,715,464.00. The award of this contract will allow for the City to perform preventative maintenance on all vehicles.

**Contract Variance:**

The difference in cost, based on comparison from previous contract is as follows: An increase of \$465.166.11 for the initial term, which represents an 82.5% increase, due to increases in pricing and additional quantities.

Department:	Streets and Maintenance
Award to:	M.J. Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 343,092.80
Initial Term Estimated Award:	\$ 1,029,278.40 (3 years)
Total Estimated Award:	\$ 1,715,464.00 (5 years)
Account No.:	532-37020-531240-3600-P3701
Funding Source:	Internal Fleet Service Fund
District(s):	All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to M.J. Mader Enterprises, Inc. dba Bio Dyne Chemical Co., the lowest responsive, responsible bidder, and that Cummins Inc. and Border International Trucks be deemed non-responsive for failure to bid on all items. In accordance with this award the City Manager or designee is authorized to exercise future options if needed

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*



# CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

BID NO: 2021-0179

BID OPENING DATE: January 6, 2021

DEPARTMENT: Streets & Maintenance

				Brewer Oil Co. Albuquerque, NM  Bidder 1 of 6				C & R Distributing, LLC El Paso, TX  Bidder 2 of 6			
GROUP A – ANTIFREEZE, MOTOR OIL & LUBRICANTS											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
1.	Premix 50/50 Antifreeze Yellow	55 gl	2,200	Rugged Gold	\$4.67	\$10,274.00	\$30,822.00	Performance + Univ 50/50	\$5.20	\$11,440.00	\$34,320.00
2.	Premix 50/50 Antifreeze Red / Extended Life	55 gl	2,090	Zerex ELC	\$4.71	\$9,843.90	\$29,531.70	Performance + HD 50/50	\$5.30	\$11,077.00	\$33,231.00
3.	15w-40 CK-4 Diesel Conventional Motor Oil	Bulk gl	15,000	Purus SB 15w40	\$6.56	\$98,400.00	\$295,200.00	Puramax 15w-40 Clean Fleet	\$6.07	\$91,050.00	\$273,150.00
4.	15w-40 Low Ash Natural Gas Motor Oil	55 gl	1,100	Purus TFO 15w40	\$9.56	\$10,516.00	\$31,548.00	Puramax EGO 15w-40	\$11.00	\$12,100.00	\$36,300.00
5.	SAE 5w-20 Conventional Motor Oil	55 gl	4,290	SerPro SB 5w20	\$5.75	\$24,667.50	\$74,002.50	PureTech Syn/Blend 5w-20	\$4.55	\$19,519.50	\$58,558.50
6.	SAE 5w-30 Conventional Motor Oil	55 gl	3,660	SerPro SB 5w30	\$5.75	\$21,045.00	\$63,135.00	PureTech Syn/Blend 5w-30	\$4.55	\$16,653.00	\$49,959.00

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids

Page 1 of 5



# CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

BID NO: 2021-0179

BID OPENING DATE: January 6, 2021

DEPARTMENT: Streets & Maintenance

				Brewer Oil Co. Albuquerque, NM  Bidder 1 of 6				C & R Distributing, LLC El Paso, TX  Bidder 2 of 6			
GROUP A – ANTIFREEZE, MOTOR OIL & LUBRICANTS											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
7.	SAE 30 Diesel Supreme Plus Oil	55 gl	110	Purus 30w	\$7.41	\$815.10	\$2,445.30	PureMax Fleet 30W	\$6.75	\$742.50	\$2,227.50
8.	SAE 50 Synthetic Gear / Trans Oil	55 gl	110	Purus FS 50	\$16.36	\$1,799.60	\$5,398.80	Pure Syn Tran 50w	\$16.25	\$1,787.50	\$5,362.50
9.	SAE 80-140 Synthetic Gear Oil	55 gl	1,226	Purus Syngear 80w-440	\$29.90	\$36,657.40 Bidder's Price : \$36,056.66	\$109,972.20 Bidder's Price: \$108,169.98	PureTech Syn Gear 80w-140	\$19.25	\$23,600.50	\$70,801.50
TOTAL GROUP A: (Items 1 – 9)						\$214,018.50 Bidder's Price: \$213,417.76	\$642,055.50 Bidder's Price: \$640,253.28			\$187,970.00	\$563,910.00

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids



# CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids  
BID OPENING DATE: January 6, 2021

BID NO: 2021-0179  
DEPARTMENT: Streets & Maintenance

				Brewer Oil Co. Albuquerque, NM Bidder 1 of 6				C & R Distributing, LLC El Paso, TX Bidder 2 of 6			
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, AND GREASE											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
1.	Transynd Oil	55 gl	1,320	Emgard 2805	\$40.44	\$53,380.80	\$160,142.40	Mobile Delvac #1 ATF	\$34.44	\$45,460.80	\$136,382.40
2.	LV Multi-Vehicle Full Synthetic ATF	55 gl	1,110	SerPro LV FS	\$11.00	\$12,210.00	\$36,630.00	Pure Syn Multi-Vehicle	\$10.94	\$12,143.40	\$36,430.20
3.	Multi-Vehicle Synthetic Blend ATF	55 gl	1,430	SerPro MV SB	\$10.03	\$14,342.90	\$43,028.70	Pure Syn Multi-Vehicle	\$10.94	\$15,644.20	\$46,932.60
4.	Hydraulic Oil Grade ISO 46	Bulk gl	12,050	Purus AW46	\$4.48	\$53,984.00	\$161,952.00	Pura-Tech Hyd 46W	\$4.20	\$50,610.00	\$151,830.00
5.	Hydraulic Oil Grade ISO 68	55 gl	220	Purus AW68	\$5.57	\$1,225.40	\$3,676.20	Pura-Tech Hyd 68W	\$4.20	\$924.00	\$2,772.00
6.	Universal Tractor Hydraulic Fluid	55 gl	110	PurusPrem THF	\$6.08	\$668.80	\$2,006.40	Pura Max UTF J-20C	\$6.58	\$723.80	\$2,171.40

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APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids



# CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids  
BID OPENING DATE: January 6, 2021

BID NO: 2021-0179  
DEPARTMENT: Streets & Maintenance

				Brewer Oil Co. Albuquerque, NM Bidder 1 of 6				C & R Distributing, LLC El Paso, TX Bidder 2 of 6			
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, AND GREASE											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
7.	CITGO HYTHERM OIL 46 Heat Transfer Oil	55 gl	330	Rugged HT 46	\$8.34	\$2,752.20	\$8,256.60	Pura Max Heat Transfer	\$7.00	\$2,310.00	\$6,930.00
8.	Heat Transfer Oil	55 gl	110	Rugged HT 46	\$8.34	\$917.40	\$2,752.20	Pura Max Heat Transfer	\$7.00	\$770.00	\$2,310.00
9.	UCON 500 Heat Transfer Oil	Lbs.	10,384	UCON 500	\$8.37	\$86,914.08	\$260,742.24	UCON 500 Heat Transfer	\$48.50	\$503,624.00	\$1,510,872.00
10.	CP Non-Conductive Hydraulic Fluid ISO-100	55 gl	220	Purus AW 22	\$6.40	\$1,408.00	\$4,224.00	Mobil DTE 10 Excel 22w	\$18.00	\$3,960.00	\$11,880.00
11.	Moly Extreme Pressure NL GI Grade -2 Based Grease	Lbs.	3,200	Purus Alleter M 3%	\$2.43	\$7,776.00	\$23,328.00	Citadel Moly 3% Hi-Temp #2	\$2.99	\$9,568.00	\$28,704.00
TOTAL GROUP B: (Items 1 – 11)						\$235,579.58	\$706,738.74			\$645,738.20	\$1,937,214.60

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids



# CITY OF EL PASO BID TABULATION



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

BID NO: 2021-0179

BID OPENING DATE: January 6, 2021

DEPARTMENT: Streets & Maintenance

	Brewer Oil Co. Albuquerque, NM  Bidder 1 of 6	C & R Distributing, LLC El Paso, TX  Bidder 2 of 6
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THESE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.		
BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:		
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF CONTRACT.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
NO OPTION OFFERED.	<input type="checkbox"/>	<input type="checkbox"/>
BIDDER'S PROMISED DELIVERY:		
Within _____ consecutive calendar days	48	2
Within _____ hours or overnight after receipt of verbal order in cases of emergency	6	48
AMENDMENT ACKNOWLEDGED	Yes	Yes
IF BIDDER DOES NOT SPECIFY AN EARLIER DELIVERY, THE CITY'S REQUIRED DELIVERY SHALL PREVAIL. A DELIVERY DATE LATER THAN THE CITY'S REQUIRED DELIVERY MAY BE CAUSE FOR THE REJECTION OF THE BID.		

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids





# CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

BID NO: 2021-0179

BID OPENING DATE: January 6, 2021

DEPARTMENT: Streets & Maintenance

				Cummis Inc. dba Cummins Sales and Service Columbus, OH Bidder 3 of 6				MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX Bidder 4 of 6			
GROUP A – ANTIFREEZE, MOTOR OIL & LUBRICANTS											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
1.	Premix 50/50 Antifreeze Yellow	55 gl	2,200	No Bid	No Bid	No Bid	No Bid	Zerex G-05 50/50	\$7.65	\$16,830.00	\$50,490.00
2.	Premix 50/50 Antifreeze Red / Extended Life	55 gl	2,090	No Bid	No Bid	No Bid	No Bid	Zerex HD ELC 50/50	\$6.25	\$13,062.50	\$39,187.50
3.	15w-40 CK-4 Diesel Conventional Motor Oil	Bulk gl	15,000	Valvoline VV3850	\$8.26	\$123,900.00	\$371,700.00	Citgo Citgard HD 15W40	\$5.55	\$83,250.00	\$249,750.00
4.	15w-40 Low Ash Natural Gas Motor Oil	55 gl	1,100	Valvoline 883935	\$699.90	\$769,890.00	\$2,309,670.00	Citgo Citgard CNG/LNG 15w40	\$8.75	\$9,625.00	\$28,875.00
5.	SAE 5w-20 Conventional Motor Oil	55 gl	4,290	Valvoline VV110	\$667.80	\$2,864,862.00	\$8,594,586.00	Citgo Milemaster 5w20	\$4.15	\$17,803.50	\$53,410.50
6.	SAE 5w-30 Conventional Motor Oil	55 gl	3,660	Valvoline VV172	\$667.80	\$2,444,148.00 Bidder's Price: \$44,742.60	\$7,332,444.00 Bidder's Price: \$134,227.80	Citgo Milemaster 5w30	\$4.15	\$15,189.00	\$45,567.00

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids



# CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

BID NO: 2021-0179

BID OPENING DATE: January 6, 2021

DEPARTMENT: Streets & Maintenance

				Cummis Inc. dba Cummins Sales and Service Columbus, OH Bidder 3 of 6				MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX Bidder 4 of 6			
GROUP A – ANTIFREEZE, MOTOR OIL & LUBRICANTS											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
7.	SAE 30 Diesel Supreme Plus Oil	55 gl	110	No Bid	No Bid	No Bid	No Bid	Citgo Citgard 600 30w	\$6.25	\$687.50	\$2,062.50
8.	SAE 50 Synthetic Gear / Trans Oil	55 gl	110	Valvoline VV70601	\$1,849.25	\$203,417.50 Bidder's Price: \$3,698.50	\$610,252.50 Bidder's Price: \$11,095.50	Coastal Full Synthetic 50w	\$16.00	\$1,760.00	\$5,280.00
9.	SAE 80-140 Synthetic Gear Oil	55 gl	1,226	Valvoline VV70045	\$1,659.50	\$2,034,547.00 Bidder's Price: \$38,168.50	\$6,103,641.00 Bidder's Price: \$114,505.50	Citgo Citgear HD Synthetic 80w140	\$3.95	\$4,842.70	\$14,528.10
TOTAL GROUP A: (Items 1 – 9)						\$8,440,764.50 Bidder's Price: \$276,596.00	\$25,322,293.50 Bidder's Price: \$829,788.00			\$163,050.20	\$489,150.60

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APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids



# CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids  
BID OPENING DATE: January 6, 2021

BID NO: 2021-0179  
DEPARTMENT: Streets & Maintenance

				Cummis Inc. dba Cummins Sales and Service Columbus, OH Bidder 3 of 6				MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX Bidder 4 of 6			
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, AND GREASE											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
1.	Transynd Oil	55 gl	1,320	No Bid	No Bid	No Bid	No Bid	Emgard 2805	\$31.50	\$41,580.00	\$124,740.00
2.	LV Multi-Vehicle Full Synthetic ATF	55 gl	1,110	No Bid	No Bid	No Bid	No Bid	Transgard Syn MV LV ATF	\$10.25	\$11,377.50	\$34,132.50
3.	Multi-Vehicle Synthetic Blend ATF	55 gl	1,430	No Bid	No Bid	No Bid	No Bid	Coastal MV Synthetic Blend ATF	\$10.75	\$15,372.50	\$46,117.50
4.	Hydraulic Oil Grade ISO 46	Bulk gl	12,050	Valvoline VV0420	\$5.89	\$70,974.50	\$212,923.50	Citgo AW Hydraulic 46	\$3.80	\$45,790.00	\$137,370.00
5.	Hydraulic Oil Grade ISO 68	55 gl	220	Valvoline VV044	\$435.25	\$95,755.00 Bidder's Price: \$1,741.00	\$287,265.00 Bidder's Price: \$5,223.00	Citgo AW Hydraulic 68	\$3.80	\$836.00	\$2,508.00
6.	Universal Tractor Hydraulic Fluid	55 gl	110	Valvoline VV040	\$435.25	\$47,877.50 Bidder's Price: \$870.50	\$143,632.50 Bidder's Price: \$1,741.00	Lubriguard Prem Tractor Trans Fluid	\$6.50	\$715.00	\$2,145.00

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids



## CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

BID NO: 2021-0179

BID OPENING DATE: January 6, 2021

DEPARTMENT: Streets & Maintenance

				Cummis Inc. dba Cummins Sales and Service Columbus, OH Bidder 3 of 6				MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX Bidder 4 of 6			
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, AND GREASE											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
7.	CITGO HYTHERM OIL 46 Heat Transfer Oil	55 gl	330	No Bid	No Bid	No Bid	No Bid	Coastal Heat Transfer 46	\$6.75	\$2,227.50	\$6,682.50
8.	Heat Transfer Oil	55 gl	110	No Bid	No Bid	No Bid	No Bid	Coastal Heat Transfer 46	\$6.75	\$742.50	\$2,227.50
9.	UCON 500 Heat Transfer Oil	Lbs.	10,384	No Bid	No Bid	No Bid	No Bid	UCON 500 HTF	\$4.90	\$50,881.60	\$152,644.80
10.	CP Non-Conductive Hydraulic Fluid ISO-100	55 gl	220	No Bid	No Bid	No Bid	No Bid	Citgo Hydurance AW CP Fluid	\$10.00	\$2,200.00	\$6,600.00
11.	Moly Extreme Pressure NL GI Grade -2 Based Grease	Lbs.	3,200	Valvoline 876338	\$1,639.00	\$5,244,800.00 Bidder's Price: \$13,112.00	\$15,734,400.00 Bidder's Price: \$39,336.00	Lubriguard Prem Hi-Temp #2 with Moly	\$2.60	\$8,320.00	\$24,960.00
TOTAL GROUP B: (Items 1 – 11)						\$5,459,407.00 Bidder's Price: \$86,698.00	\$16,378,221.00 Bidder's Price: \$260,094.00			\$180,042.60	\$540,127.80

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APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids



## CITY OF EL PASO BID TABULATION



**PROJECT NAME:** Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

**BID NO:** 2021-0179

**BID OPENING DATE:** January 6, 2021

**DEPARTMENT:** Streets & Maintenance

	<b>Cummis Inc. dba Cummins Sales and Service</b> <b>Columbus, OH</b>  Bidder 3 of 6	<b>MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co.</b> <b>El Paso, TX</b>  Bidder 4 of 6
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THESE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.		
BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:		
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF CONTRACT.	<input checked="checked" type="checkbox"/>	<input checked="checked" type="checkbox"/>
NO OPTION OFFERED.	<input type="checkbox"/>	<input type="checkbox"/>
<b>BIDDER'S PROMISED DELIVERY:</b>		
Within _____ consecutive calendar days	7	1
Within _____ hours or overnight after receipt of verbal order in cases of emergency	72	24
<b>AMENDMENT ACKNOWLEDGED</b>	Yes	Yes
IF BIDDER DOES NOT SPECIFY AN EARLIER DELIVERY, THE CITY'S REQUIRED DELIVERY SHALL PREVAIL. A DELIVERY DATE LATER THAN THE CITY'S REQUIRED DELIVERY MAY BE CAUSE FOR THE REJECTION OF THE BID.		

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APPROVED BY: VAC  
 DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids



# CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

BID NO: 2021-0179

BID OPENING DATE: January 6, 2021

DEPARTMENT: Streets & Maintenance

				RJ Border International dba Border International Trucks El Paso, TX Bidder 5 of 6				Senergy Protroleum, LLC dba Senergy Petroleum Phoenix, AZ Bidder 6 of 6			
GROUP A – ANTIFREEZE, MOTOR OIL & LUBRICANTS											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
1.	Premix 50/50 Antifreeze Yellow	55 gl	2,200	Left Blank	N/A	Left Blank	Left Blank	P66 Shied Coolant 50/50	\$5.70	\$12,540.00	\$37,620.00
2.	Premix 50/50 Antifreeze Red / Extended Life	55 gl	2,090	Left Blank	\$704.55	\$1,472,509.50 Bidder's Price: \$26,772.90	\$4,417,528.50 Bidder's Price: \$80,318.70	Chevron Delo ELC 50/50	\$7.20	\$15,048.00	\$45,144.00
3.	15w-40 CK-4 Diesel Conventional Motor Oil	Bulk gl	15,000	Left Blank	N/A	Left Blank	Left Blank	Maxx Pro LE 15w40	\$6.64	\$99,600.00	\$298,800.00
4.	15w-40 Low Ash Natural Gas Motor Oil	55 gl	1,100	Left Blank	N/A	Left Blank	Left Blank	P66 El Mar Low Ash 15w40	\$7.60	\$8,360.00	\$25,080.00
5.	SAE 5w-20 Conventional Motor Oil	55 gl	4,290	Left Blank	N/A	Left Blank	Left Blank	Maxx Pro 5w20	\$5.20	\$22,308.00	\$66,924.00
6.	SAE 5w-30 Conventional Motor Oil	55 gl	3,660	Left Blank	N/A	Left Blank	Left Blank	Maxx Pro 5w30	\$5.20	\$19,032.00	\$57,096.00

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APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids



# CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

BID NO: 2021-0179

BID OPENING DATE: January 6, 2021

DEPARTMENT: Streets & Maintenance

				RJ Border International dba Border International Trucks El Paso, TX Bidder 5 of 6				Senergy Protroleum, LLC dba Senergy Petroleum Phoenix, AZ Bidder 6 of 6			
GROUP A – ANTIFREEZE, MOTOR OIL & LUBRICANTS											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
7.	SAE 30 Diesel Supreme Plus Oil	55 gl	110	Left Blank	N/A	Left Blank	Left Blank	P66 T5X HD 30w	\$9.90	\$1,089.00	\$3,267.00
8.	SAE 50 Synthetic Gear / Trans Oil	55 gl	110	5 GL Bucket Only	\$2,833.58	\$311,693.80 Bidder's Price: \$5,667.20	\$935,081.40 Bidder's Price: \$17,001.60	P66 Triton Transoil 50	\$30.14	\$3,315.40	\$9,946.20
9.	SAE 80-140 Synthetic Gear Oil	55 gl	1,226	Left Blank	\$2,179.50 \$39.63	\$2,672,067.00 Bidder's Price: \$48,586.38 Per Gl	\$8,016,201.00 Bidder's Price: \$145,759.14	Left Blank	\$24.43	\$29,951.18	\$89,853.54
TOTAL GROUP A: (Items 1 – 9)						\$4,456,270.30 Bidder's Price: \$81,026.46	\$13,368,810.90 Bidder's Price: \$243,029.38			\$211,243.58	\$633,730.74

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APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids





# CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids  
BID OPENING DATE: January 6, 2021

BID NO: 2021-0179  
DEPARTMENT: Streets & Maintenance

				RJ Border International dba Border International Trucks El Paso, TX Bidder 5 of 6				Senergy Protroleum, LLC dba Senergy Petroleum Phoenix, AZ Bidder 6 of 6			
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, AND GREASE											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
1.	Transynd Oil	55 gl	1,320	Left Blank	\$2,407.95	\$3,178,494.00 Bidder's Price: \$57,789.60 Per GL	\$9,535,482.00 Bidder's Price: \$173,368.80	Left Blank	\$31.20	\$41,184.00	\$123,552.00
2.	LV Multi-Vehicle Full Synthetic ATF	55 gl	1,110	Left Blank	\$1,332.07	\$1,478,597.70 Bidder's Price: \$26,884.20 Per GL	\$4,435,793.10 Bidder's Price: \$80,652.60	Left Blank	\$10.05	\$11,155.50	\$33,466.50
3.	Multi-Vehicle Synthetic Blend ATF	55 gl	1,430	Left Blank	N/A	Left Blank	Left Blank	Left Blank	\$8.80	\$12,584.00	\$37,752.00
4.	Hydraulic Oil Grade ISO 46	Bulk gl	12,050	55 gl	\$900.62	\$10,852,471.00 Bidder's Price: \$197,379.00 Per GL	\$32,557,413.00 Bidder's Price: \$592,137.00	Left Blank	\$5.20	\$62,660.00	\$187,980.00
5.	Hydraulic Oil Grade ISO 68	55 gl	220	Left Blank	\$974.49	\$214,387.80 Bidder's Price: \$3,898.40	Left Blank	Left Blank	\$5.87	\$1,291.40	\$3,874.20
6.	Universal Tractor Hydraulic Fluid	55 gl	110	Left Blank	N/A	Left Blank	Left Blank	Left Blank	\$6.64	\$730.40	\$2,191.20

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APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids



# CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids  
BID OPENING DATE: January 6, 2021

BID NO: 2021-0179  
DEPARTMENT: Streets & Maintenance

				RJ Border International dba Border International Trucks El Paso, TX Bidder 5 of 6				Senergy Protroleum, LLC dba Senergy Petroleum Phoenix, AZ Bidder 6 of 6			
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, AND GREASE											
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	3-YR TOTAL (D)
7.	CITGO HYTHERM OIL 46 Heat Transfer Oil	55 gl	330	Left Blank	N/A	Left Blank	Left Blank	Left Blank	\$6.60	\$2,178.00	\$6,534.00
8.	Heat Transfer Oil	55 gl	110	Left Blank	N/A	Left Blank	Left Blank	Left Blank	\$6.49	\$713.90	\$2,141.70
9.	UCON 500 Heat Transfer Oil	Lbs.	10,384	Left Blank	N/A	Left Blank	Left Blank	Left Blank	\$5.04	\$52,335.36	\$157,006.08
10.	CP Non-Conductive Hydraulic Fluid ISO-100	55 gl	220	Left Blank	N/A	Left Blank	Left Blank	Left Blank	\$7.89	\$1,735.80	\$5,207.40
11.	Moly Extreme Pressure NL GI Grade -2 Based Grease	Lbs.	3,200	396 LB Drum	\$1,283.13	\$4,106,016.00 Bidder's Price: \$10,368.00 Per LB	\$12,318,048.00 Bidder's Price: \$31,104.00	Left Blank	\$2.72	\$8,704.00	\$26,112.00
TOTAL GROUP B: (Items 1 – 11)						\$19,829,966.50 Bidder's Price: \$296,312.20	\$58,846,736.10 Bidder's Price: \$877,262.40			\$195,272.36	\$585,817.08

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APPROVED BY: VAC  
DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids



## CITY OF EL PASO BID TABULATION



**PROJECT NAME:** Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

**BID NO:** 2021-0179

**BID OPENING DATE:** January 6, 2021

**DEPARTMENT:** Streets & Maintenance

	<b>RJ Border International dba Border International Trucks</b> <b>El Paso, TX</b> Bidder 5 of 6	<b>Senergy Protroleum, LLC dba Senergy Petroleum</b> <b>Phoenix, AZ</b> Bidder 6 of 6
<p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THESELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p> <p>TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF CONTRACT.</p> <p>NO OPTION OFFERED.</p>	<div style="font-size: 2em; margin-bottom: 20px;"><input checked="" type="checkbox"/></div> <div style="font-size: 2em;"><input type="checkbox"/></div>	<div style="font-size: 2em; margin-bottom: 20px;"><input checked="" type="checkbox"/></div> <div style="font-size: 2em;"><input type="checkbox"/></div>
<b>BIDDER'S PROMISED DELIVERY:</b>		
Within _____ consecutive calendar days	40 Work in or LCCs	7
Within _____ hours or overnight after receipt of verbal order in cases of emergency	48	24
<b>AMENDMENT ACKNOWLEDGED</b>	Yes	Yes
IF BIDDER DOES NOT SPECIFY AN EARLIER DELIVERY, THE CITY'S REQUIRED DELIVERY SHALL PREVAIL. A DELIVERY DATE LATER THAN THE CITY'S REQUIRED DELIVERY MAY BE CAUSE FOR THE REJECTION OF THE BID.		
<b>BIDS SOLICITED: 13      LOCAL BIDS SOLICITED: 8      BIDS RECEIVED: 6      BIDS LOCAL: 3      NO BID: 0</b>		

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APPROVED BY: VAC  
 DATE: 1/15/2021

2021-0179 Motor Oil, Antifreeze, Lubricants,  
Transmission and Hydraulic Oils Fluids

## SOLICITATION 2021-0178 BIDDERS LIST

MJ MADER ENTERPRISES, INC dba  
Bio Dyne Chemical Company  
1315 W. Main  
El Paso, TX 79902

Southern Counties Lubricants  
1825 W. Collins, Ave.  
Orange, CA 92863

Brewer Oil Company  
1025 Wall St.  
El Paso, TX 79915

C&R Distributing, LLC  
8528 Alameda  
El Paso, TX 79907

Honstein Oil and Distributing  
4584 Ripley Dr.  
El Paso, TX 79922

Safety-Kleen Systems, Inc.  
2600 N. Central Expy  
Richardson, TX 75080

Five Star Fuel  
9561 Rio Del Norte  
El Paso, TX 79927

Gulf Oil  
11432 Rudi Kuefner Dr.  
El Paso, TX 79928

Master Oil Company  
9681 Joe Rodriguez  
El Paso, TX 79927

Texas Pride Fuels  
93 FM 652  
Orla, TX 79770

Senenergy Petroleum  
11535 Cedar Oak Dr.  
El Paso, TX 79935

Golden West Oil Co.  
3010 Aniol St.  
San Antonio, TX 78219



# 2021-0179 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

Richard Bristol, Director, Streets and Maintenance

February 16, 2021



# Purpose of Procurement

- Purchase motor oil, antifreeze, lubricants, transmission oil, hydraulic oils and fluids
- Provides for preventive maintenance on all vehicles
- Will allow for safe, efficient and consistent operation of the City's Fleet







# 2021-0179 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils and Fluids

Contractor	MJ Mader, Inc. dba Bio Dyne Chemical Co.
Initial Term & Award	\$343,092.80 p/yr. Three (3) Years; \$1,029,278.40
Option	2 years - \$686,185.60
Funding Source	Internal Service Fund – Fuel Inventory Purchases
Account No.	532-37020-531240-3600-P3701





## Mission

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

## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople

## Vision

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



Legislation Text

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**File #:** 21-165, **Version:** 1

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

**All Districts**

City Attorney's Office, Karla M. Nieman, (915) 212-0033  
City Manager's Office, Cary Westin, (915) 212-1063

**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.*

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Ethics) of the El Paso City Code in its entirety to clarify the rules and procedures related to the ethical requirements of City officers and employees by reorganizing the structure to create three articles: Code of Ethics; Standards of Conduct; and Ethics Review Commission; to amend, clarify and add definitions, to define the jurisdiction of the Ethics Review Commission, and to streamline the complaint process. The penalty for violations of Chapter 2.92 (Ethics) of the El Paso City Code is provided in Section 2.92.200 (Disposition) as amended in this Ordinance.

**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?*

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.

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

**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 Office and City Attorney's Office

**AGENDA DATE:** February 2, 2020

**PUBLIC HEARING DATE:** February 16, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Karla M. Nieman, 915-212-0033  
Cary Westin, 915-212-1063

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 6

**SUBGOAL:**

- 6.3 Implement programs to reduce organizational risk,
- 6.4 Implement leading-edge practices for achieving quality and performance excellence,
- 6.8 Support transparent and inclusive government,
- 6.10 Enhance the quality of decision making with legal representation and support.

**SUBJECT:**

**AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.92 (ETHICS) OF THE EL PASO CITY CODE IN ITS ENTIRETY TO CLARIFY THE RULES AND PROCEDURES RELATED TO THE ETHICAL REQUIREMENTS OF CITY OFFICERS AND EMPLOYEES BY REORGANIZING THE STRUCTURE TO CREATE THREE ARTICLES: CODE OF ETHICS; STANDARDS OF CONDUCT; AND ETHICS REVIEW COMMISSION; TO AMEND, CLARIFY AND ADD DEFINITIONS, TO DEFINE THE JURISDICTION OF THE ETHICS REVIEW COMMISSION, AND TO STREAMLINE THE COMPLAINT PROCESS. THE PENALTY FOR VIOLATIONS OF CHAPTER 2.92 (ETHICS) OF THE EL PASO CITY CODE IS PROVIDED IN SECTION 2.92.200 (DISPOSITION) AS AMENDED IN THIS ORDINANCE.**

**BACKGROUND / DISCUSSION:**

Reintroduction of Ethics ordinance amendment.

**PRIOR COUNCIL ACTION:**

Introduction December 15, 2020, public hearing on January 19, 2021 was postponed to February 2, 2021.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

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

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.92 (ETHICS) OF THE EL PASO CITY CODE IN ITS ENTIRETY TO CLARIFY THE RULES AND PROCEDURES RELATED TO THE ETHICAL REQUIREMENTS OF CITY OFFICERS AND EMPLOYEES BY REORGANIZING THE STRUCTURE TO CREATE THREE ARTICLES: CODE OF ETHICS; STANDARDS OF CONDUCT; AND ETHICS REVIEW COMMISSION; TO AMEND, CLARIFY AND ADD DEFINITIONS, TO DEFINE THE JURISDICTION OF THE ETHICS REVIEW COMMISSION, AND TO STREAMLINE THE COMPLAINT PROCESS. THE PENALTY FOR VIOLATIONS OF CHAPTER 2.92 (ETHICS) OF THE EL PASO CITY CODE IS PROVIDED IN SECTION 2.92.200 (DISPOSITION) AS AMENDED IN THIS ORDINANCE.**

**WHEREAS**, the El Paso City Council has requested the Ethics Review Commission review the current Ethics Ordinance and suggest amendments they deem necessary; and

**WHEREAS**, on August 21, 2018, January 23, 2019, September 11, 2019, November 14, 2019, and on January 29, 2020 the Ethics Review Commission met and agreed that changes should be made to the Ethics Code;

**WHEREAS**, the City Council has completed its review of the recommended revised Ethics Code and agrees with the Ethics Review Commission that the following should be adopted.

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

**Section 1.** Title 2 (Administration and Personnel), Chapter 2.92 (Ethics) of the El Paso City Code shall be amended in its entirety to read as follows:

**Chapter 2.92 - ETHICS**

**Article I: Code of Ethics**

2.92.010 - Policy and purpose.

- A. All City Officers and employees have a fiduciary duty to the citizens of the City to be ethical in fulfilling the responsibilities of their positions. At the very least, being ethical includes being disposed to comply with all laws that apply to one's position.
- B. Ethical conduct is motivated by sources inside and outside the law. The Texas local government, Election and Penal Codes regulate aspects of the conduct of City Officers and employees. However, as ethical conduct is more than complying with state codes, the City strongly encourages all of its Officers and employees to maintain the highest personal values and standards. While it is impossible to establish specific and exhaustive standards for all

**ORDINANCE NO. \_\_\_\_\_**

19-1020-1221 | 1052048

2020 Ethics Ordinance Amendment-updated 1/26/2021

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situations, the standards established in this chapter are minimum standards below which no City Officer or employee's conduct should fall. This chapter has the following purposes:

1. To establish an ethics review commission;
  2. To maintain and improve standards of public service;
  3. To improve public confidence in the integrity of City government;
  4. To provide a process by which Officers and employees may identify and resolve ethical issues;
  5. To avoid conflicts between the personal interest and the public responsibilities of City Officers and employees;
  6. To establish minimum standards of conduct to be adhered to by City Officers and employees;
  7. To require disclosure of private financial interests by certain individuals;
  8. To require reporting of certain gifts received by certain individuals;
  9. To provide for complaints and resolution of ethical issues and concerns; and
  10. To provide penalties for failure to adhere to the minimum standards set forth in this chapter.
- C. This chapter is cumulative of and supplemental to all applicable provisions of the City Charter, other City ordinances, and state and federal laws and regulations. Compliance with this chapter does not excuse or relieve any person from any obligation imposed by the City Charter, other City ordinances, or state or federal laws or regulations. The filing of an ethics complaint pursuant to this ordinance does not prohibit a person from availing themselves of the various remedies available to them under state or federal laws.
- D. To ensure and enhance public confidence in the City government, each City Official and employee must not only adhere to the principles of ethical conduct set forth in this Code and compliance therewith, but they must scrupulously avoid the appearance of impropriety at all times. This section shall not be used for the basis of an ethical complaint.

#### 2.92.020 - Definitions.

- A. For the purposes of this chapter, the following definitions shall apply. This section shall not be used for the basis of an ethical complaint. Terms not defined in this chapter, but defined in the Texas Election Code, shall have the meanings assigned to them in the Texas Election Code.
1. "Affinity" means that two individuals are related to each other by affinity if they are married to each other, or the spouse of one of the individuals is related by consanguinity to the other individual (by marriage). The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives. An individual's relatives within the third degree by affinity are anyone related by consanguinity to the individual's spouse in one of the ways named in the definition of consanguinity in this section; and the spouse of anyone related to the

individual by consanguinity in one of the ways named in the definition of consanguinity in this section.

2. "Board" means a board, commission or committee:
  - a. Which is established to participate in some manner in the conduct of City government, including participation which is merely advisory, whether established by City ordinance or City Charter, Interlocal contract, state law or any other lawful means; and
  - b. Any part of whose membership is appointed by the City Council, but does not include a board, commission, or committee, which is the governing body of a separate subdivision of the state.
3. "Candidate" means a candidate for an elected office of the City of El Paso. All references to candidate shall include the candidate's principal campaign committee, whether or not the candidate acts as treasurer for reporting purposes. Candidate shall not include a city official or employee who is a candidate for any other elected office.
4. "City" means the City of El Paso, Texas.
5. "City resources" means any City asset, including but not limited to facilities, equipment, supplies, software, and personnel services.
6. "Clear and convincing" means a measure or degree of proof that produces in a person's mind a firm belief or conviction as to the truth of the allegations sought to be established.
7. "Conducting business with the City" means any natural person who provides goods and services or seeks to provide goods and services to the City, or received or seeks to receive services from the City. This excludes natural persons seeking open records requests.
8. "Confidential information" includes: (a) all information held by the City that is not available to the public under chapter 552 of the Texas Government Code (Public Information Act); (b) any information from a meeting closed to the public pursuant to chapter 551 of the Texas Government Code (Open Meetings Act); or (c) any information protected by attorney-client, attorney work product, or other applicable legal privilege.
9. "Consanguinity" means that two individuals are related to each other if one is a descendant of the other, or they share a common ancestor (by blood). An adopted child is considered to be a child of the adoptive parent for this purpose. An individual's relatives within the third degree by consanguinity are the individual's parent or child (relatives in the first degree); brother, sister, grandparent, or grandchild (relatives in the second degree); and great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).



10. "Contribution" means a direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. The term does not include an expenditure required to be reported under Section 35.006(b), Texas Government Code. In-kind expenses, as defined in this section, is not a contribution.
11. "Contributor" means a person making a contribution, including the contributor's spouse.
12. "Days" means calendar days excluding City holidays.
13. "Designated employee" for purposes under this section, means the City Manager, deputy City Managers, all City department heads or directors, and the executive assistants to the mayor.
14. "Employee" means a person employed and paid a salary by the City whether under civil service or not, including those individuals on a part-time basis and including those officially selected for employment but not yet serving; but does not include an independent contractor or City Council member. For purposes of this ordinance and for no other purpose, the term employee includes volunteers.
15. "Ex parte communications" means a communication made at a time other than during a public meeting of the ethics review commission, a commission panel, or the City Council, excluding documents or information submitted pursuant to the requirements of this chapter and any correspondence or other communications sent to the City Attorney.
16. "Frivolous complaint" means a sworn complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.
17. "Gift" means any gift, benefit or other economic gain or economic advantage to an Officer or employee or to a relative of an Officer or employee.
18. "Honorarium" shall mean a payment, other than reimbursement for meals, travel or lodging expenses, for services provided in connection with addressing an audience or engaging in a seminar.
19. "In-kind expenses" means the value of personal services provided without compensation by any individual who volunteers on behalf of a candidate or political committee and incidental vehicular travel expenses incurred in conjunction with the provision of the personal services.
20. "Mailbox rule" means that a document sent to another person or party by mail is considered served, and a period of limitations begins to run, on the day it is placed, with proper postage and a correct address, into the mailbox. As used in this chapter, the mailbox rule shall apply to the triggering of limitation periods and the calculation of deadlines for providing and responding to written notices.

21. "Ministerial act" means an act performed in a prescribed manner and does not require the exercise of any judgement or discretion.
22. "Newly discovered evidence" means evidence that was in existence at the time of the hearing, but was unknown to the parties involved and could not have been discovered with reasonable diligence before the hearing
23. "Officeholder" means the incumbent holding an elected City office.
24. "Officer" means a member of the City Council any member of a board appointed by the City Council, and Municipal Court judges. It includes any member of a board that functions only in an advisory or study capacity.
25. "Official City business" means a purpose or function related to the duties or activities of office or employment.
26. "Political committee" means a specific purpose political committee or a general purpose political committee as those terms are defined in the Texas Election Code.
27. "Public event, appearances or ceremonies" means those functions, activities and ceremonies conducted by or for the benefit of any governmental entity; a function, activity or ceremony conducted by a non-profit corporation or similar organization formed for educational, scientific, community-betterment or economic development purposes which relates to the purpose for which the non-profit corporation or organization was formed; or a function, activity or ceremony which honors or recognizes the accomplishments of a political, prominent or public figure.
28. "Quasi-judicial proceeding" means by hearing or proceeding held by a public administrative Officer, to include but not be limited to a hearing Officer, arbitrator or administrative law judge, who is required to hear or investigate facts and to draw conclusions from them as a basis for his or her official action and to exercise discretion of a judicial nature.
29. "Relative" means a person who is related to an Officer or employee as spouse or as any of the following, whether by marriage, blood or adoption: parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, step son-in-law, stepdaughter, step daughter-in-law, stepbrother, stepsister, half-brother, half-sister, brother-in-law or sister-in-law.
30. "Resident" means any natural person that resides within the City limits for 14 or more consecutive days and can provide proof such as a state issued identification card.
31. "Substantial interest in business entity" means the definition provided in Texas Local Government Code Section 171.002 as may be amended.

32. "Volunteer" means an individual who provides services to the City without any expectation of compensation or financial gain and without receiving any compensation or financial gain.

## **Article II: Standards of Conduct**

### 2.92.030 – General Provisions.

#### A. Officers or employees:

1. Shall not use their official positions improperly to secure unwarranted privileges or exemptions for themselves, relatives, or others. This provision does not preclude Officers or employees from acting in any manner consistent with their official duties or from zealously providing public services to anyone who is entitled to them;
2. A City Officer or employee shall not acquire an interest in, or be affected by, any contract, transaction, zoning decision, or other matter, if the official or employee knows, or has reason to know, that the interest will be directly or indirectly affected by impending official action by the City;
3. Shall not participate in making or influencing any City governmental decision or action in which they know that they have any financial interest distinguishable from that of the public generally or from that of other City Officers or employees generally;
4. Shall not give reasonable basis by their conduct for the impression that any person can improperly influence, or unduly enjoy their favor in, the performance of their official duties, or that they are unduly affected by the kinship, rank, position or influence of any person;
5. Shall not use his or her position to secure official information about any person or entity for any purpose other than the performance of official responsibilities and duties;
6. Shall not use or disclose, other than in the performance of their official duties or as may be required by law, confidential information gained in the course of or by reason of their positions. This provision applies to former Officers and employees as well as to current ones;
7. Shall not utilize City resources or by omission allow City resources to be utilized for personal benefit or the personal benefit of any other person or entity, except to the extent that the benefit received is strictly incidental to the performance of official duties, or to the extent that the person is entitled by law to obtain public services from the City;
8. Shall not transact any business (other than ministerial acts) on behalf of the City with any business entity of which they are Officers, agents or members, or in which they have a financial interest. In the event such a circumstance arises, then they shall make known their interest, and:
  - a. In the case of an Officer, abstain from voting on the matter and refrain from discussion of the matter at any time with the other members of the body of which he or she is a member and with any other person or body in City government which may consider the matter; and
  - b. In the case of an employee, disclose the matter to an appropriate administrative authority within City government so that reassignment or other suitable action may be taken to remove the employee from any further involvement in the matter;

9. Shall not personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation, or determination from the body or department of which the Officer or employee is a member. This restriction does not apply to outside employment of an Officer if the employment is the Officers primary source of income;
10. Shall not accept other employment or engage in outside activities incompatible with the full and proper discharge of their duties and responsibilities with the City, or which might impair their independent judgment in the performance of their public duty;
11. Shall not personally participate in a decision in a matter if the Officer or employee is negotiating or has an arrangement concerning prospective employment with a person or organization that has a financial interest in a matter under consideration by or within the jurisdiction of the City, and in the case of an employee if it has been determined by the City Manager that a conflict of interest exists. For purposes of this section, the term "decision" shall mean a decision, approval, disapproval, recommendation, investigation or rendering of advice, and the term "matter" shall include but not be limited to a matter, proceeding, application, request for ruling or determination, contract or claim which involves the City. In such instance, the Officer or employee shall:
  - a. In the case of an employee, immediately notify the official responsible for appointment to his or her position of the nature of the negotiation or arrangement and, if the City Manager determines that a conflict of interest exists, follow the instructions of the City Manager with regard to further involvement in the matter; or
  - b. In the case of a board member, immediately notify the board of which he or she is a member of the nature of the negotiation or arrangement and:
    - i. Refrain from discussing the matter at any time with other board members or members of the City Council if the City Council will also consider the matter; and
    - ii. Abstain from voting on the matter; or
  - c. In the case of a member of the City Council, file an affidavit with the City Clerk describing the nature of the negotiation or arrangement and:
    - i. Refrain from discussing the matter at any time with other council members or members of a board that will consider the matter; and
    - ii. Abstain from voting on the matter;
12. Shall not receive any fee or compensation for their services as Officers or employees of the City from any source other than the City, except as may be otherwise provided by law. This shall not prohibit their performing the same or other services for a public or private organization that they perform for the City if there is no conflict with their City duties and responsibilities;
13. Shall not recklessly disregard the established practices or policies of the City relating to the duties assigned to the Officer or employee;

14. Shall not, in the case of a member of the City Council or an employee, personally represent or appear in behalf of the private interest of another before the City Council, or any City board or department; or, if the represented person's interest is adverse to that of the City, represent any person:
  - a. In any quasi-judicial proceeding involving the City; or
  - b. In any judicial proceeding to which the City is a party; provided that nothing in this subsection shall preclude:
    - i. A City Council member from speaking or appearing without compensation before the City Council or any board or department on behalf of constituents in the course of his or her duties as an elected official;
    - ii. Any employee from performing the duties of his or her employment;
    - iii. Any employee from appearing before the City Council or any City board or department, in a manner consistent with other City policies and rules, to discuss any general City policies or public issues, including the presentation of viewpoints or petitions of other employees; or
    - iv. A City Council member or an employee from testifying as a witness under subpoena in a judicial or quasi-judicial proceeding; and
15. Shall not, in the case of a board member, personally represent or appear in behalf of the private interests of another:
  - a. Before the board of which he or she is a member;
  - b. Before the City Council unless the board member discloses his or her status as a board member to the council and the representation or appearance does not relate to a matter that was heard or decided by the board of which the board member is a member or a board that has appellate jurisdiction over the board of which the board member is a member;
  - c. Before a board which has appellate jurisdiction over the board of which he or she is a member; or
  - d. In a judicial or quasi-judicial proceeding to which the City or an employee of the City is a party, if the interest of the person being represented is adverse to that of the City or an employee of the City and the subject of the proceeding involves the board on which the board member is serving or the department providing support services to that board.
16. An Officer or employee shall not intentionally or knowingly assist or induce, or attempt to assist or induce, any person to violate the provisions in this Chapter.

#### 2.92.040 - Gifts.

- A. An Officer or employee shall not solicit, accept, or agree to accept for themselves or a relative, the following:
  1. any gift, of which the known or readily apparent value for each separate gift, exceeds seventy-five (\$75) dollars in value;

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2. any gift that might reasonably tend to influence them to act improperly in the discharge of official duties, or reasonably tend to improperly reward official conduct; or
3. any gift from any lobbyist registered under chapter 2.94 of this Code, of which the known or readily apparent value for each separate gift exceeds ten (\$10) dollars in value.

B. Special Applications. Subsection A above does not include:

1. Political contributions made or received and reported in accordance with the Texas Election Code;
2. Awards, such as plaques, certificates, trophies or personalized mementos, which are reasonable in light of the occasion and publicly presented in recognition of public service;
3. A gift from a relative or a personal, professional, or business relationship independent of the official status of the recipient;
4. Gifts or other tokens of recognition presented by representatives of governmental bodies or political subdivisions who are acting in their official capacities which are accepted for the City or in conjunction with the officeholder duties of an elected official;
5. Commercially reasonable loans made to an Officer or employee in the ordinary course of the lender's business;
6. Reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances or ceremonies related to official City business, if furnished by the sponsor of such public event; or in connection with attending seminars or workshops, speaking engagements, teaching, or rendering other public assistance to an organization or another governmental entity;
7. An honorarium, transportation or lodging, the acceptance of which is not prohibited under Sections 36.07 and 36.08, Texas Penal Code;
8. A ticket or admission pass, regardless of the actual or face value of the ticket or admission pass, to an event that is sponsored or conducted by the City;
9. A ticket or admission pass, regardless of the actual or face value of the ticket or admission pass, to an event in which the Officer or employee is participating in connection with official duties or in which the Officer or employee is participating in connection with his spouse's or child's position or duties, provided that the receipt of such ticket is reported as a reportable gift if such reporting is required under section 2.92.070 B.2. of this Code; and
10. Any solicitation for civil or charitable causes, or admission to a charity event provided by the sponsor of the event, where the offer is unsolicited by the Officer or employee.
11. Items received that are of nominal value (less than \$10).

2.92.050 - Reporting requirements.

A. Financial disclosure.

1. Each Officer, excluding elected officials whose financial disclosure requirements are governed by City Charter, and each designated employee, shall file with the City Clerk, within ten business days after the date of his appointment, selection or approval by the City Council, a statement disclosing:

- a. Where, by whom and in what specific capacity that person is employed or self-employed;
  - b. Membership on boards of directors of corporations, whether organized for profit or not;
  - c. Partnership interests; and
  - d. The name and address of any business in which the person has a financial investment, and in the case of mutual funds and other similar pooled investments, the name of the fund or investment. For purposes of this subsection, a financial investment shall not include funds on deposit with financial institutions such as checking and savings accounts, investments in United States savings bonds, and similar investments that earn simple, compounded or money-market interest rates; unless the person has previously been appointed to a position that requires the filing of a financial disclosure form and the person already has a current financial disclosure form on file with the City Clerk.
2. Each person submitting a statement of financial disclosure required under this section shall utilize a form provided by the City Clerk, which shall be signed and submitted in hard copy, or submitted electronically or by facsimile as may be provided by the City Clerk. The form or submission process shall provide a means by which the submitter affirms his identity and the accuracy of the statements made therein.
  3. No person submitting such a statement of financial disclosure must indicate therein the extent of financial involvement in any investments.
  4. The members of the boards and commissions identified below and every designated employee shall thereafter file with the City Clerk a financial disclosure statement, between June 1st and June 30th of each year while in office or employed by the City. Each person subject to this section shall file a revised financial disclosure form at any time in which the person changes his primary employment or has made changes in financial investments which cumulatively total more than thirty-five percent of the person's total investments. Those persons who have no changes to report regarding the information required to be reported, may, in lieu of filing a complete financial disclosure form, file a short form annual report, provided that they have filed a complete financial disclosure form within the previous five years.
    - a. Building and Standards Commission.
    - b. City Plan Commission.
    - c. Civil Service Commission.
    - d. Construction Board of Appeals.
    - e. Ethics Review commission.
    - f. Historic Landmark Commission.
    - g. Parks and Recreation Board.
    - h. Public Service Board.
    - i. Zoning Board of Adjustment.



5. Each candidate for elective office and each candidate for appointment to the boards and commissions identified or as a designated employee shall be provided with a notice of financial disclosure requirements at the time of application for such office or employment.
6. Each year, by August 15<sup>th</sup>, the City Clerk shall prepare a report noting whether each person, who is required to file a financial disclosure statement has done so as of the date of the City Clerk's report. If the person has not filed their required financial disclosure statement upon the time the City Clerk finished the report or the person fails to file their financial disclosure statement within 14 days of their appointment and they do not already have a current financial disclosure statement on file, the City Clerk shall send a written notice by certified mail, return receipt requested, with a copy sent by regular mail, to the person to advise them that they have not filed a financial disclosure statement as required by this section and that they have 14 days from the date of the letter to file his or her financial disclosure statement. If the person is a board member covered under section 2.92.050(A)(9)(e), the City Clerk will also advise the board member that the failure to timely file the financial disclosure statement will result in the automatic removal of that board member from his or her office. In the event of an unforeseen circumstance, including but not limited to, military service or acute illness or leave without pay under the Family Medical Leave Act, the deadline for receipt by the City Clerk is extended until such time as the board member or employee resumes his or her City duties.
7. In the event that a designated employee that reports to the City Manager, fails to file a required financial disclosure report, or had filed incomplete or unresponsive information by the deadlines calculated under 2.92.050(A)(1) of this section, the City Clerk shall notify the individual that the matter is being forwarded to the City Manager for appropriate action.
8. In the event that a board member fails to file his or her financial disclosure statement or has filed incomplete or unresponsive information by the deadlines calculated under section 2.92.050(A)(1), (4), or (9) of this section, the following actions will be taken:
  - a. In the event that the board member is a member of the civil service commission, the City Clerk shall prepare and send a notice of the failure of the civil service commission member to file a financial disclosure statement to each member of the City Council for their review and consideration regarding the possible removal of the civil service commission member from office in accordance with Section 6.1-10 of the City Charter.
  - b. In the event that the board member is a member of the zoning board of adjustment, the City Clerk shall prepare and send a notice of the failure of the zoning board of adjustment member to file a financial disclosure statement to each member of the City Council for their review and consideration regarding the possible removal of the zoning board of adjustment member from office in accordance with Section 211.008, Texas Local Government Code.
  - c. In the event that the board member is a member of the public service board other than the mayor, the City Clerk shall prepare and send a notice of the failure of the

public service board member to file a financial disclosure statement to each member of the City Council for their review and consideration regarding the possible removal of the public service board member from office in accordance with the applicable removal provisions contained in any pertinent ordinance adopted by the City for the issuance of water or sewer revenue bonds.

- d. In the event that the board member is a member of the El Paso Housing Finance Corporation, the industrial development authority, or other similar corporation organized pursuant to state law, the City Clerk shall prepare and send a notice of the failure of the board member to file a financial disclosure statement to each member of the City Council for their review and consideration regarding the possible removal of the board member from office in accordance with the applicable removal provisions contained in any articles of agreement or bylaws of the corporation or statutory provisions.
  - e. In the event that the board member is a member of any other City board subject to the requirement of this section, that board member shall be deemed removed from office without action or review by the City Council. The City Clerk shall prepare and send a notice of the removal to the board member and to the City Council member who had appointed the board member. The removal shall be effective on the date that the notice is deposited in the United States mail or if not mailed, upon delivery to the board member.
9. The removal provision established in section 2.92.050(A)(9)(e) of this section for the failure of a board member to file a financial disclosure statement shall be in addition to and shall be controlling over any other City ordinance or City Council resolution that establishes procedures for the removal of board members.
  10. Financial disclosure reports are open records subject to the Texas Open Records Act, and shall be maintained in accordance with the Local Government Records Act.

**B. Reporting of Gifts.**

1. Each Officer and designated employee shall keep a written record of all reportable gifts received during his or her term of office or employment.
2. Such record shall be made for each calendar month. The record shall include a description of the reportable gift received; the name of the person and organization giving the reportable gift; the relationship of the donor to the reporter; the value or estimated value of the reportable gift; and the immediate or intended disposition of the reportable gift. A reportable gift consisting of a certificate or admission ticket or pass to a future event or activity shall be deemed to have been received on the date on which the certificate or admission ticket or pass was received, and if such certificate or admission ticket or pass must be reported under subsection (B)(4)(d), a statement as to the duties performed.
3. Such monthly record shall be submitted to the City Clerk on the form she provides no later than the tenth day of the following month for each month during which a reportable gift is received.

4. "Reportable gifts" for purposes under this section shall mean the following:
  - a. Any gift that is not covered by the special applications under section 2.92.040 B of this Code, has a value of more than ten (\$10) dollars, and was conferred on account of the official status of the recipient or in connection with official City business, except as provided below in subsections b, c and d;
  - b. Any hosting, such as travel and expenses, entertainment, meals or refreshments, that has a value of more than fifty (\$50) dollars, other than hosting provided on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient;
  - c. Any award presented in recognition of public service, or an honorarium, with a value of more than fifty (\$50) dollars; and
  - d. Any tickets or other admission passes to an event with an actual or face value of more than ten (\$10) dollars for all tickets or admission passes to the same event received at the same time, except for tickets or admission passes provided by the City for an event that is sponsored or conducted by the City.
5. Any gift, benefit, hosting, honorarium or other economic gain or economic advantage that is refused and returned to the sender within seventy-two hours of receipt shall not constitute a reportable gift under this section.
6. Any gift which exceeds seventy-five (\$75) dollars in value, which is not covered by the special applications under Section 2.92.040 B of this Code and which is turned over to the City Manager within 72 hours of receipt for acceptance as a gift to the City, shall not constitute the acceptance of a gift in violation of this Code, provided that the disposition of such gift is reported on a timely filed reportable gift form.
7. The Manager, on a monthly basis, shall prepare a report which shall be made available to the public of all gifts that have been turned over to his office for acceptance as a gift to the City.

2.92.060 – Restrictions for Former City Officers and Employees.

- A. All executive staff or salaried professional employees reporting directly to the City Manager as described in Section 6.2-2(H) - Unclassified Services of the City Charter, are prohibited during the 12 months after leaving the service or employment of the City, to engage in lobbying activities as a registered lobbyist as regulated in Chapter 2.94 of this Code, or represent any other person or organization in any formal or informal appearance before the City Council or a City board or department.
- B. An Officer or other employee in a position which involves significant reporting, decision-making, advisory, or supervisory responsibility who leaves the service or employment of the City shall not, during the 24 months after leaving the service or employment of the City, engage in lobbying activities as a registered lobbyist as regulated in Chapter 2.94 of this Code,

or represent any other person or organization in any formal or informal appearance before the City Council or a City board or department. For purposes of this subsection only the term “Officers” excludes members of boards and commissions of the City.

- C. No former members of the Building and Standards Commission, City Plan Commission, Civil Service Commission, Construction Board of Appeals, Ethics Review Commission, Historic Landmark Commission, Parks and Recreation Board, Public Service Board, the Zoning Board of Adjustment, or any other board or commission of the City, shall, during the 12 months after leaving the board or commission, engage in lobbying activities as a registered lobbyist as regulated in Chapter 2.94 of this Code, or represent any person or organization in any formal or informal appearance before their former respective board or commission.
- D. Former Officers and employees shall not use for their personal benefit and shall not disclose, except as may be required by law, confidential information gained in the course of or by reason of their positions. This provision shall not prohibit the disclosure of any such information to incumbent City Officers or employees to whose duties such information may be pertinent.
- E. No person shall, during the twelve (12) months after having served on and left the Civil Service Commission, represent any classified employee of the City before the Civil Service Commission or before a Hearing Officer appointed by the Civil Service Commission on a disciplinary matter or grievance. Additionally, a person after leaving the Civil Service Commission, shall not represent an employee on any matter before the Civil Service Commission or a Hearing Officer appointed by the Civil Service Commission that went before the Civil Service Commission during the time that such person served on the Civil Service Commission.
- F. No person shall, during the 12 months after having served on and left the Civil Service Commission, be appointed as a Hearing Officer for the Civil Service Commission.
- G. No person appointed as a Hearing Officer for the Civil Service Commission shall, during the time of service and for 12 months after having served, represent any classified employee of the City before the Civil Service Commission or before a Hearing Officer appointed by the Civil Service Commission on a disciplinary matter or grievance. A former Hearing Officer appointed by the Civil Service Commission shall not represent a classified employee on any matter before the Civil Service Commission or a Hearing Officer appointed by the Civil Service Commission that went before such person during the time he or she served as a Hearing Officer.

#### 2.92.070 - Campaign finances.

- A. Conformity with Texas Election Code. Pursuant to this chapter, candidates, officeholders and political committees participating in City elections may be required to make additional disclosures, to file additional notices, and to comply with certain restrictions not set out in the Texas Election Code. It is not the intent of the City to enact any provision in conflict with or in derogation of the Texas Election Code. The requirements set out in this section are

cumulative of those in the Texas Election Code, and nothing in this section shall be construed to limit obligations imposed by the Texas Election Code.

B. Applicability of section.

1. The provisions of this section pertaining to candidates and officeholders shall apply to all persons who have an active appointment of a campaign treasurer by a candidate form on file with the City Clerk.
2. Officeholders are subject to the regulations applied to candidates for the office he or she holds.

C. Campaign contributions.

1. An individual shall not make a contribution in support of, or opposition to, a candidate for City office under a name other than the name by which the individual is identified for legal purposes.
2. A contribution must be made in the name of the individual who owns and is contributing the thing of value, and one individual shall not make a contribution on behalf of another individual.
3. It shall be unlawful for any person who is an adverse party in any pending litigation against the City, or who has an ownership interest of 10% or more in any entity that is an adverse party to the City in any pending litigation to contribute or donate any funds to any candidate for City office if the litigation seeks recovery of an unspecified amount or of an amount in excess of twenty-five thousand dollars, exclusive of costs of court and attorneys' fees. Such restriction shall not be applicable to attorneys representing a person or entity in pending litigation against the City. It shall be the duty of any candidate to refuse to accept any contribution that may be offered by a person who is known to the candidate to have a litigation interest described in this section. In the event that any candidate unknowingly accepts a contribution in contravention of the foregoing provision, then it shall be the duty of the candidate to return the contribution within ten days after the candidate becomes aware of the litigation.

D. Required filings.

1. Each candidate shall file with his application, consent and affidavit of candidate, a written statement acknowledging that he or she has received a copy of the City's Campaign finance regulations.
2. A political committee which makes contributions or expenditures in connection with advocating or opposing a position or issue in a City election must file with the City Clerk a copy of each contribution and expenditure report filed with the Texas Ethics Commission. The filing date for filing with the City Clerk shall be the date established under the Texas Election Code for filing with the Texas Ethics Commission.
3. The starting and ending dates of reporting periods and the due dates of contribution and expenditure reports by candidates for City elections, officeholders and by political committees shall be governed by the Texas Election Code.

4. Contribution and expenditure reports required to be filed with the City Clerk's office under the Texas Election Code must be filed and updated electronically except as provided in Section 2.92.070(D)(4)(b).
  - a. The City will provide access to computer equipment for candidates to file the electronic reports.
  - b. A candidate, officeholder, or political committee that is required to file electronic reports under this chapter may apply for an exemption with the City Clerk if:
    - i. The candidate, officeholder, or campaign treasurer of the committee files with the City Clerk's office an affidavit stating that the candidate, officeholder, or committee, or a person with whom the candidate, officeholder, or committee contracts does not use computer equipment to keep the current records of political contributions, political expenditures, or persons making political contributions to the candidate, officeholder, or committee; and
    - ii. The candidate, officeholder, or committee does not, in a calendar year, accept political contributions that in the aggregate exceed the greater of \$20,000 or the amount stated in Section 254.036(C)(2) of the Texas Election Code, as amended, or make political expenditures that in the aggregate exceed the greater of \$20,000 or the amount stated in Section 254.036(C)(2) of the Texas Election Code, as amended.
  - c. The City will post the contribution and expenditure reports through the City's website. A paper copy of any report will be made available, upon written request.
  - d. Failing to timely file a report required by this section is a violation hereof, as is the filing of a report with incorrect, misleading, or incomplete information. If an individual inadvertently files an incorrect or incomplete report, it is his or her responsibility to file an amended report as soon as possible, though no later than 14 days after discovery of the error or after the error should have reasonably been discovered.

E. Complaints.

1. Individuals may file a complaint alleging noncompliance with this section by an officeholder by submitting the matter to the ethics review commission in the same manner as provided in Section 2.92.160 of this chapter.
2. If the City Clerk receives a written complaint alleging noncompliance with this section or if the City Clerk determines that a required report of a candidate, officeholder or political committee has not been filed by the deadline imposed by this section or state law, the City Clerk shall forward this information to the City Attorney for investigation and appropriate enforcement action or submission to the ethics review commission, if warranted.

- F. Severability. It is the intent of the City that this section shall comply in all respects with applicable provisions of the United States Constitution, the Texas Constitution, and the charter of the City. If any provision of this section is declared by a court of law to be illegal, void, invalid, or unconstitutional or in violation of the City Charter, such holding shall not affect the validity of the remaining portions of this section, and such remaining portions shall remain in full force and effect.

2.92.080 - Disclosure of campaign contributions.

- A. If a member of the City Council has received campaign contributions from a contributor totaling \$500 or more subsequent to the date that the member last filed a campaign finance report pursuant to state law, such member shall disclose the receipt of such contribution(s) to the City Council before any deliberation or vote of the City Council regarding any matter on a meeting agenda which concerns or relates to the contributor (s), a business entity owned in whole or in part or operated by the contributor(s) or which employs the contributor(s), or any other time that the contributor(s) appears to address the council during the meeting.
- B. This requirement shall apply to all meetings of the City Council.
- C. Such disclosure shall be orally made by the member and shall be recorded in the minutes of the meeting.
- D. If a member of the City Council accepts a campaign contribution from a contributor of \$500 or more, he shall report the amount and the donor by an item for notation on the consent agenda of a City Council meeting within thirty days of the date of such contribution.
- E. No action of the council which is otherwise legal shall be invalidated merely by reason of the disclosure of a campaign contribution by a member of the City Council or the failure of a member to disclose a campaign contribution.

2.92.090 - Ethics training.

- A. This subsection applies to all City Officers.
1. Each Officer shall complete the courses of training regarding the regulations and requirements of Chapters 2.92 and 2.94 of the City Code, as provided herein.
  2. Each Officer shall complete an initial course of training within 90 days after the effective date of this ordinance.
  3. Each board, committee and commission member shall complete an initial course of training within 90 days after the effective date of this ordinance.
  4. Each Officer taking office for the first time on and after shall complete the course of training within 60 days after taking the oath of office.



5. Each board, committee and commission member who is appointed to any board, committee or commission on and after January 1, 2013, and who has not completed the initial course of training or a refresher training course within the three years prior to the date the person takes the oath of office, shall complete the initial course of training within 90 days after the date the person takes the oath of office.
6. Each Officer shall thereafter complete refresher training courses as provided in subsection (C).

B. This subsection applies to all City employees.

1. Each City employee shall complete the courses of training regarding the regulations and requirements of Chapters 2.92 and 2.94 of the City Code, as provided herein.
2. All employees shall complete an initial course of training as part of each employee's participation in a new employee orientation, as established by the City Manager or his designee.
3. Each employee shall thereafter complete refresher training courses as provided in subsection (C), or as otherwise directed by the City Manager.

C. The courses of training required under this section shall be provided and completed as follows:

1. Each Officer and employee shall complete the initial course of training as provided in subsections (A) and (B), as applicable.
2. Each Officer shall thereafter complete a refresher training course that will be offered during every third year subsequent to the initial course of training provided during calendar year 2020, with the first refresher course of training to be offered during calendar year 2023.
3. Each employee shall thereafter complete a refresher training course as provided in subsection (C)(2), or as otherwise directed by the City Manager.
4. An Officer or employee who has completed his initial course of training within the 12 months prior to the start of a calendar year in which refresher training is required is not required to complete the refresher training offered during that immediately-following calendar year, but shall be required to complete all subsequent refresher training courses, as provided herein.

D. The City Manager shall ensure that the training required by this section is made available.

1. The training course and refresher training courses shall be developed and provided by the City Manager or his designees, and be subject to approval as to form by the City Attorney or his designees.
2. The training courses must include instruction in:
  - a. Requirements relating to the standards of conduct imposed under this chapter, including, but not limited to, the acceptance of gifts;
  - b. State penal and other laws that relate to ethical conduct;
  - c. Reporting and disclosure requirements of the ethics ordinance and state law;

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- d. Basic requirements of the lobbying ordinance and facilitating compliance by others with that chapter;
  - e. Penalties and other consequences for failure to comply with the ethics and lobbying ordinances; and
  - f. The application of the ethics ordinance to unique situations relating to the board, commission or committee that the Officer has been appointed to, or the application of the ethics ordinance to unique situations relating to the type of work that an employee does or the department he/she is assigned to.
3. The courses of training required under this section may be offered through live instruction or through the use of a video-recorded presentation.

### **Article III: Ethics Review Commission**

#### **2.92.100 - Purpose and Mission.**

- A. In order to assist the City Council, an Ethics Review Commission of nine members is hereby established.
- B. The Ethics Review Commission shall serve as an advisory body to the Mayor and City Council on matters concerning ethics in government of the City.

#### **2.92.110 – Membership**

- A. All members of the Ethics Review Commission shall be residents of the City. Members cannot be City employees, hold any City elected office, or be a candidate for any City elected office. A member may contribute to a City political campaign as long as they are compliant with the City Charter.
- B. No member of the Ethics Review Commission shall be related within the third degree of consanguinity or within the third degree of affinity to a member of the City Council or the City Manager.
- C. Members shall be appointed for a two-year period, except that appointments made to fill vacancies created during a term shall only serve for the remainder of the term. The term of each appointee shall commence on February 21st and shall terminate on February 20th at the conclusion of the respective term. Terms shall be staggered in the following manner:

Mayor's appointee	terms expire in even numbered years
District 1 appointee	terms expire in even-numbered years
District 2 appointee	terms expire in odd-numbered years
District 3 appointee	terms expire in even-numbered years
District 4 appointee	terms expire in odd-numbered years

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District 5 appointee	terms expire in odd-numbered years
District 6 appointee	terms expire in even-numbered years
District 7 appointee	terms expire in even-numbered years
District 8 appointee	terms expire in odd-numbered years

#### 2.92.120 – Jurisdiction

The Ethics Review Commission shall have jurisdiction to review alleged violations of Article II (Standards of Conduct) of this chapter by Officers that occurred within 2 years of the complaint being filed.

#### 2.92.130 – Duties

- A. The ethics review commission shall meet as necessary to accomplish the following duties. In order to conduct a meeting there must be a quorum of 5 members of the Ethics Review Commission.
1. Review, evaluate and provide recommendations on issues as requested by the City Council.
  2. Provide recommendations for the City Council regarding orientation programs or procedures for Officers and volunteers focusing on education of the importance of ethics in City government and on the provisions of this chapter.
  3. Provide information to the community on ethics in City government, as may be necessary for the promotion of the public trust.
  4. Issue advisory opinions in the manner set forth in section 2.92.150 below.
  5. Review, evaluate and issue determinations, impose sanctions and provide recommendations to the City Council on complaints regarding Officers.
  6. Provide information on the disposition of specific issues by referring to minutes of commission meetings and ethics review commission reports.
  7. Periodically review and propose changes to this chapter and the forms utilized pursuant thereto.
  8. Develop guidelines and procedures to promote compliance with this chapter.
  9. Prepare written annual reports for the City Council. Submit additional reports as needed.
  10. Any other duties or assignments that may be directed by City Council.

#### 2.92.140 – Procedures

- A. The Ethics Commission will hold their first meeting every year on or about the first business day after April 1<sup>st</sup>. At this meeting, they will select a chair and vice chair and adopt rules for their proceedings, which shall be subject to approval by City Council. The rules that are adopted must be consistent with the City Charter, City ordinances, and the Ethics Code, and shall, to the extent possible, be like the rules set up by City Council for its own meetings.
- B. The Chair of the Ethics Review Commission shall make appointments to the Advisory Opinion Panel as needed to issue advisory opinions to Officers upon written request. The

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Advisory Opinion Panel shall never have less than 3 members of the Ethics Review Commission.

- C. The Ethics Review Commission shall be assigned staff by the City Manager to assist in its duties, as the City Manager and City Council deems necessary. In the case that the Ethics Review Commission is hearing a complaint against a member of City Council or the City Manager, outside legal counsel may be retained when requested by the City Attorney at any time during the ethics proceedings to perform his or her duties under section 2.92.170 of this code and any other duties for the remainder of the ethics proceeding.
- D. The Ethics Review Commission may consolidate into one complaint the following:
  - 1. Multiple complaints against the same Officer that involve the same incident; or
  - 2. Multiple complaints against the same Officer that involve the same alleged misconduct.

#### 2.92.150 – Advisory Opinions

- A. By written request to the City Attorney, any Officer may request an advisory opinion regarding whether his or her proposed conduct would violate this chapter. Within 30 days of receiving the written request, the City Attorney shall call a meeting of the Advisory Opinion Panel to review the request. The panel shall meet to confer and issue an advisory opinion. The panel, however, showing a good cause, may decline to issue an advisory opinion or refer the matter to the whole Ethics Review Commission.
- B. The City Manager may request an advisory opinion regarding the proposed action or conduct of one or more employees by submitting a written request to the City Attorney. The City will issue an opinion within 30 days of receiving the advisory opinion request, unless the City Attorney, showing good cause, declined to issue an advisory opinion.
- C. A person who in good faith acts in accordance with a written advisory opinion issued by the Advisory Opinion Panel or Ethics Review Commission cannot be found to have violated this chapter by engaging in conduct approved in the advisory opinion if:
  - 1. the person requested the issuance of the opinion; or
  - 2. the request for an opinion fairly and accurately disclosed all relevant facts necessary to render an opinion.

#### 2.92.160 – Filing a Complaint

- A. Any resident of the City (including a member of the Ethics Review Commission), or natural person conducting business with a City who believes a City employee has violated Article II of this chapter may file a sworn complaint to the City's Human Resources department or to the employee's supervisor.

- B. Any resident of the City (including a member of the Ethics Review Commission) or natural person conducting business with the City who believes an Officer has violated Article II of this chapter may file a sworn complaint with the City Clerk.
- C. Any resident of the City (including a member of the Ethics Review Commission) or natural person conducting business with the City who believes the City Attorney or the City Manager has violated Article II of this chapter may file a sworn complaint with the Mayor and the Mayor pro temp.
- D. A complaint filed under this section must be in writing and under oath and must include:
  - 1. The name of the complainant;
  - 2. The telephone number and the mailing address and/or electronic mail address of the complainant.
  - 3. Proof of residence or that the complainant is conducting business with the City;
  - 4. The name of each person complained about;
  - 5. The position or title of each person complained about;
  - 6. The nature of the alleged violation, including the specific provisions of this chapter alleged to have been violated.
  - 7. A statement of the facts explaining the alleged violation and the dates on which or period of time in which the alleged violation occurred; and
  - 8. All other documents or material relating to the alleged violation that the complainant can provide; a list of the documents or materials that are relevant to the alleged violation but are not in possession of the complainant or are unavailable to the complainant, including the location of such documents or materials.
  - 9. An affidavit stating that the information contained in the complaint is either true and correct or that the complainant has good reason to believe and does believe that the facts constitute a violation of this chapter. If the complaint is based on information and belief, the complainant shall state the source and basis of the information and belief. Each complainant, other than a member of the Ethics Review Commission, shall swear to the facts by oath before a notary public or other person authorized by law to administer oaths under penalty of perjury. The complaint must state on its face an allegation that, if true, constitutes a violation of this chapter that is administered and enforced by the commission.

#### 2.92.170 – Complaint Review

- A. The City Clerk will review a filed complaint to ensure it is properly sworn and complete. If the complaint is missing required information, the City Clerk will send the complaint back to the complainant through regular mail and/or electronic mail, and the complainant will have 21 days to correct the complaint and refile it otherwise the City Clerk may reject the complaint. If the complaint is complete the City Clerk will forward the complaint to the City Attorney and the respondent within 7 days. Respondant has 14 days from receipt of the complaint to file a response with the City Clerk.
- B. Within 21 days of receiving the complaint from the City Clerk, the City Attorney will either:

1. Dismiss the complaint because it falls outside the Ethics Review Commission's jurisdiction. If a complaint is dismissed in this manner the decision of the City Attorney will be final. The City Attorney shall provide a copy of the dismissal to the Ethics Review Commission and to the complainant through regular mail or electronic mail; or
2. Refer the complaint to the Ethics Review Commission. Once this occurs, the City Attorney may confer with the chair of the Ethics Review Commission and vice-versa about any procedural matters regarding the complaint.

#### 2.92.180 – Ex Parte Communications

- A. It shall be unlawful to engage in any of the following ex parte communications regarding a complaint that has been filed pursuant to this chapter:
  1. For the complainant, the respondent, or any person acting on their behalf, to engage or attempt to engage directly or indirectly about the subject matter or merits of a complaint in ex parte communication with a member of the Ethics Review Commission, a member of the City Council, or any known witness to the complaint; or
  2. For a member of the Ethics Review Commission, to knowingly entertain an ex parte communication prohibited by subsection (A)(1) above, or to communicate about any issue of fact or law relating to the complaint directly or indirectly with any person other than a member of the Ethics Review Commission.
- B. The City Attorney or his/her designee conferring with the chair or members of the Ethics Review Commission on procedural matters regarding a complaint shall not be considered prohibited ex parte communications.
- C. If a member of the Ethics Review Commission violates this section of the chapter, they shall recuse themselves from any further proceedings regarding the complaint. Should the Commission not reach a quorum because members recused themselves, then the City Council shall appoint temporary members to the Commission to hear the complaint or the Chair of the Ethics Review Commission shall appoint a panel with the remaining eligible members to complete the hearing and disposition process. Temporary membership to the Ethics Review Commission expires upon the disposition of a complaint and may only be reinstated by City Council if the complaint is to be reconsidered pursuant to the provisions in this Chapter.

#### 2.92.190– Hearing

- A. If a complaint is referred to the Ethics Review Commission, the Commission must schedule a hearing and provide copies of all relevant documentation to the members of the commission, the complainant, and the respondent within 30 days of being referred the complaint. While the complaint is pending members of the Ethics Review Commission are prohibited from discussing the complaint or matters of the hearing with any Officer, the City Manager, or other employees of the City, or any other person whether that person is associated with the complaint or not.

- B. For all hearings, the person submitting the complaint and any persons named in the complaint will be sent written notice of the date, time, and place of the hearing by the Ethics Review Commission through regular mail and/or electronic mail so each party may attend.
- C. If either the complainant or the respondent, or their attorneys, if any, are unable to attend any scheduled hearing, they may request a continuance of the hearing by submitting a written request for continuance to the Ethics Review Commission through regular mail and/or electronic mail at least 5 days before the scheduled hearing. The complainant and the respondent, including their attorneys, shall receive one automatic continuance. Any other requests for continuance shall be delivered in writing to the Ethics Review Commission through regular mail and/or electronic mail, and the chair will determine if a continuance will be granted at the next scheduled meeting. The request for continuance must be received at least 5 days before the scheduled hearing. The Commission shall consider if granting continuance promotes fairness to all parties and if there is good cause shown in the request for continuance.
- D. The complainant, respondent, either of their attorneys, or any witnesses that have been requested to appear at the hearing may raise questions regarding the proceedings before the Ethics Review Commission or any preliminary issues regarding the scheduled hearing to the attention of the City Attorney. The City Attorney or his or her designee shall resolve the matters to the extent possible, and if necessary, consult with the Commission to determine the appropriate resolution at the Commission's scheduled meeting.
- E. Only eligible Commissioners of the Ethics Review Commission will hear matters referred to the Commission as a whole. If a Commissioner recuses himself or herself, they will refrain from voting on the matter and from discussing the matter at any time with other Commissioners of the Ethics Review Commission. A Commissioner shall not be eligible to hear issues under this chapter and shall recuse himself or herself in the following situations:
  - 1. Where, because of familial relationship, employment, investments, or otherwise, his or her impartiality might be questioned;
  - 2. When the Commissioner issued the complaint;
  - 3. When the complaint involved the member of City Council who nominated him or her for a seat on the Ethics Review Commission;
  - 4. When the Commissioner is not present during any portion of the hearing of the complaint. The Commissioner shall recuse himself or herself from further hearing and matters regarding the complaint and will no longer be eligible to participate in the disposition of the complaint; or
  - 5. When the complaint involved the member of the City Council in whose campaign the Commissioner, if during the last 12 months substantially participated by acting as a fundraiser or leader in the campaign, or contributing \$500 or more .
- F. General rules for the hearing.
  - 1. The Ethics Review Commission may establish time limits and other rules relating to the participation of any person in the hearing for the purpose of establishing an orderly and fair hearing process for all participants. Such rules shall include determining parameters for opening and closing statements, the roles of the complainant and the respondent,



limitations regarding testimony for non-relevant or cumulative witnesses, and the presentation and direct questioning of witnesses by the respondent, complainant, or their attorneys.

2. The respondent and the complainant have the right to attend the hearing, the right to make a statement and present witnesses pursuant to the rules set by the Commission for the hearing, and the right to be accompanied by legal counsel or advisor. The respondent and the complainant may be advised by their legal counsel or advisor during the course of the hearing. The legal counsel or advisor of the complainant may not speak on behalf of the complainant, except to represent the complainant while testifying. The respondent, the complainant, or their legal counsel or advisor, may not personally question or cross-examine witnesses, except if the Commission has granted them permission to do so.
3. As provided by the City Charter, the Ethics Review Commission shall have the authority to request witness testimony and production. The Commission chair or his/her designee on behalf of the Commission, shall have the authority to request any and all necessary assistance from City Council for the purpose of compelling testimony, including subpoenaing witnesses in accordance with the procedures set out by the City Charter and City ordinances. The Commission will have the authority to bring matters to City Council through agenda items properly drafted by the City Attorney or his/her designee.
4. The City Attorney and his/her designee will disclose any information or evidence actually known to them that would validate and/or negate the alleged violation of this chapter to the Ethics Review Commission and to the respondent.
5. The Ethics Review Commission is not bound by the rules of evidence, but will rely on evidence that a reasonably prudent person commonly relies on in the conduct of their personal affairs. The Commission shall hear relevant evidence, but shall not rely on hearsay.

#### 2.92.200– Disposition

- A. After hearing the complaint, the ethics review commission will issue a decision within 30 days based on the information available to the Commission through the hearing process. The ethics review commission will:
  1. Dismiss a complaint because no violation of this chapter has occurred; or
  2. Find that a violation of this chapter has occurred and either find that a sanction is not appropriate, or issue a sanction.
- B. If after hearing the issues, the ethics review commission dismisses the complaint or finds that no violation of the ordinance occurred, the Commission shall create a written report of their findings or dismissal, and such report shall be filed with the minutes of the meeting in the office of the City Clerk, and a copy of the report shall be sent to the parties associated with the complaint by regular mail and/or electronic mail.
- C. At this time, the Commission may determine if the complaint was frivolous. If the Commission determines that a complaint is frivolous, they may issue a sanction provided in subsection D below. If within one year, a complainant is found to have filed more than one frivolous complaint, the complainant will not be able to file further complaints for the

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following 2 years. If a complainant who is banned from filing a complaint does so within their prohibited period, the City Clerk may refuse to accept the complaint and will notify the Commission so an additional 2 years can be added to the current prohibition.

- D. If after hearing the issues, the ethics review commission determines through clear and convincing evidence that a violation of this chapter has occurred, then the Ethics Review Commission may issue one of the following sanctions:
1. Letter of notification. A letter of notification may be issued when the Ethics Review Commission finds that a violation of this chapter was clearly unintentional. A letter of notification may advise the person to whom the letter is directed of any steps to be taken to avoid future violations.
  2. Letter of admonition. A letter of admonition may be issued when the ethics review commission finds that the violation of this chapter was minor and/or may have been unintentional, but where the circumstances call for a more substantial response than a letter of notification.
  3. Letter of reprimand. A reprimand may be issued when the ethics review commission finds that a violation of this chapter was committed intentionally or through disregard of this chapter.
  4. Recommend removal from office. In addition to a letter of reprimand, removal from office may be recommended to the City Council for action when the ethics review commission finds that a serious or repeated violation of this chapter was committed by an Officer intentionally or through culpable disregard of this chapter.
- E. If the ethics review commission votes to impose a sanction of a letter of notification, a letter of admonition, or a letter of reprimand, the commission shall prepare a written report of their findings, which shall be filed with the minutes of the meeting in the office of the City Clerk. The City Attorney shall draft the letter of sanction per the direction of the commission, file a copy of the letter in the employment file of the person receiving the sanctions where it shall remain as a permanent record, and send a copy of the letter to said person by both regular mail and certified mail, return receipt requested, and/or by electronic mail.
- F. If the ethics review commission recommends the imposition of the sanction of removal from office, it shall prepare a written report containing its recommendation. The report will be sent to the City Clerk who shall, within 14 days of receipt, place the matter on the City Council agenda for discussion and action by the City Council regarding the recommendation of the ethics review commission. The final authority to carry out a recommendation for removal from office shall be with the City Council and shall take place in conformity with any other law or requirements for such removal. The recommendation(s) of the Ethics Review Commission may be accepted, rejected, modified or recommitted to the Commission for further action or clarification by City Council. The City Clerk shall, within 14 days of the date of any City Council action taken on a complaint, forward a copy of such action to the chair of the ethics review commission.

#### 2.92.210– Reconsideration

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- A. If the Ethics Review Commission determines a violation of this chapter has occurred and imposes sanctions, the person who has received the sanctions may petition the Ethics Review Commission to reconsider the matter only if there is newly discovered evidence which was not presented to the Ethics Review Commission during the original proceedings. The person who was sanctioned may request the reconsideration by providing written notice to the City Clerk within 14 days of the date on the Ethics Review Commission's written notice regarding the sanctions. If the sanctioned party does not provide written notice to the City Clerk on or before the expiration of the 14<sup>th</sup> day following the date of the written notice of the sanctions, the decision of the Ethics Review Commission shall be final and no longer eligible for reconsideration.

**Section 2.** Except as herein amended, Title 2 (Administration and Personnel) of the El Paso City Code remains in full force and effect.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.


**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser, Mayor

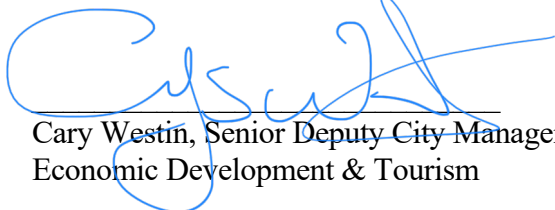
**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Karla M. Nieman, City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Cary Westin, Senior Deputy City Manager  
Economic Development & Tourism

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**ORDINANCE NO. \_\_\_\_\_ REDLINE**

~~AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.92 (ETHICS) OF THE EL PASO CITY CODE IN ITS ENTIRETY TO CLARIFY THE RULES AND PROCEDURES RELATED TO THE ETHICAL REQUIREMENTS OF CITY OFFICERS AND EMPLOYEES BY REORGANIZING THE STRUCTURE TO CREATE THREE ARTICLES: CODE OF ETHICS; STANDARDS OF CONDUCT; AND ETHICS REVIEW COMMISSION; TO AMEND, CLARIFY AND ADD DEFINITIONS, TO DEFINE THE JURISDICTION OF THE ETHIC REVIEW COMMISSION, AND TO STREAMLINE THE COMPLAINT PROCESS~~  
~~AN 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 AN CITY OFFICER WHOSE CAMPAIGN THEY DONATED TO OR PARTICIPATED IN; DELETE SECTION~~

**ORDINANCE NO. \_\_\_\_\_**

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~~2.92.150 (PENALTY); AND CLARIFIED LANGUAGE THROUGHOUT CHAPTER 2.92 (ETHICS) OF THE EL PASO CITY CODE. THE PENALTY FOR VIOLATIONS OF CHAPTER 2.92 (ETHICS) OF THE EL PASO CITY CODE IS PROVIDED LISTED IN SECTION 2.92.200 (DISPOSITION) AS AMENDED IN THIS ORDINANCE.~~

WHEREAS, the El Paso City Council has requested the Ethics Review Commission review the current Ethics Ordinance and suggest amendments they deem necessary; and

WHEREAS, on August 21, 2018, January 23, 2019, September 11, 2019, November 14, 2019, and on January 29, 2020 the Ethics Review Commission met and agreed that changes should be made to the Ethics Code;

WHEREAS, the City Council has completed its review of the recommended revised Ethics Code and agrees with the Ethics Review Commission that the following should be adopted.

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

Section 1. Title 2 (Administration and Personnel), Chapter 2.92 (Ethics) of the El Paso City Code shall be amended in its entirety to read as follows:

Chapter 2.92 - ETHICS

**Article I: Code of Ethics**

2.92.010 - Policy and purpose.

- A. All ~~city officer~~ Ceity ~~O~~officers and employees have a fiduciary duty to the citizens of the ~~city~~City to be ethical in fulfilling the responsibilities of their positions. At the very least, being ethical includes being disposed to comply with all laws that apply to one's position.
- B. Ethical conduct is motivated by sources inside and outside the law. The Texas local government, Election and Penal Codes regulate aspects of the conduct of ~~city officer~~ Ceity ~~O~~officers and employees. However, as ethical conduct is more than complying with state codes, the ~~city~~City strongly encourages all of its ~~officer~~Oofficers and employees to maintain the highest personal values and standards. While it is impossible to establish specific and exhaustive standards for all situations, the standards established in this chapter are minimum standards below which no ~~city~~Ceity ~~officer~~Oofficer or employee's conduct should fall. This chapter has the following purposes:
  - 1. To establish an ethics review commission;
  - 2. To maintain and improve standards of public service;
  - 3. To improve public confidence in the integrity of ~~city~~City government;
  - 4. To provide a process by which ~~officer~~Oofficers and employees may identify and resolve ethical issues;

5. To avoid conflicts between the personal interest and the public responsibilities of ~~city officer~~City ~~officers~~ and employees;
  6. To establish minimum standards of conduct to be adhered to by ~~city officer~~City ~~officers~~ and employees;
  7. To require disclosure of private financial interests by certain individuals;
  8. To require reporting of certain gifts received by certain individuals;
  9. To provide for complaints and resolution of ethical issues and concerns; and
  10. To provide penalties for failure to adhere to the minimum standards set forth in this chapter.
- C. This chapter is cumulative of and supplemental to all applicable provisions of the City Charter, other ~~city~~City ordinances, and state and federal laws and regulations. Compliance with this chapter does not excuse or relieve any person from any obligation imposed by the City Charter, other ~~city~~City ordinances, or state or federal laws or regulations. The filing of an ethics complaint pursuant to this ordinance does not prohibit a person from availing themselves of the various remedies available to them under state or federal laws.
- D. To ensure and enhance public confidence in the City government, each City Official and employee must not only adhere to the principles of ethical conduct set forth in this Code and compliance therewith, but they must scrupulously avoid the appearance of impropriety at all times. This section shall not be used for the basis of an ethical complaint.

(Ord. 15293 § 2, 2002)

(Ord. No. 17112, § 1, 4-21-2009)

#### 2.92.020 - Definitions.

A. For the purposes of this chapter, the following definitions shall apply. This section shall not be used for the basis of an ethical complaint. Terms not defined in this chapter, but defined in the Texas Election Code, shall have the meanings assigned to them in the Texas Election Code.

1. "Affinity" means that two individuals are related to each other by affinity if they are married to each other, or the spouse of one of the individuals is related by consanguinity to the other individual (by marriage). The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives. An individual's relatives within the third degree by affinity are anyone related by consanguinity to the individual's spouse in one of the ways named in the definition of consanguinity in this section; and the spouse of anyone related to the individual by consanguinity in one of the ways named in the definition of consanguinity in this section.

2. "Board" means a board, commission or committee:

a. ~~1.~~ Which is established to participate in some manner in the conduct of ~~city~~City government, including participation which is merely advisory,

whether established by ~~city~~City ordinance or ~~City~~City Charter, Interlocal contract, state law or any other lawful means; and

- b. ~~2.~~ Any part of whose membership is appointed by the ~~city council~~City Council, but does not include a board, commission, or committee, which is the governing body of a separate subdivision of the state.
3. "Candidate" means a candidate for an elected office of the ~~City~~City of El Paso. All references to candidate shall include the candidate's principal campaign committee, whether or not the candidate acts as treasurer for reporting purposes. Candidate shall not include a city official or employee who is a candidate for any other elected office.
4. "City" means the City of El Paso, Texas.
5. "~~City~~City resources" means any ~~city~~City asset, including but not limited to facilities, equipment, supplies, software, and personnel services.
6. "Clear and convincing" means a measure or degree of proof that produces in a person's mind a firm belief or conviction as to the truth of the allegations sought to be established.
7. "Conducting business with the City" means any natural person who provides goods and services or seeks to provide goods and services to the City, or received or seeks to receive services from the City. This excludes natural persons seeking open records requests.
8. "Confidential information" includes: (a) all information held by the City that is not available to the public under chapter 552 of the Texas Government Code (Public Information Act); (b) any information from a meeting closed to the public pursuant to chapter 551 of the Texas Government Code (Open Meetings Act); or (c) any information protected by attorney-client, attorney work product, or other applicable legal privilege. ~~means any written information that could be excepted from disclosure pursuant to the Texas Public Information Act, if such disclosure has not been authorized; or any non-written information which, if it were written, could be excepted from disclosure under that Act, unless disclosure has been authorized.~~
9. "Consanguinity" means that two individuals are related to each other if one is a descendant of the other, or they share a common ancestor (by blood). An adopted child is considered to be a child of the adoptive parent for this purpose. An individual's relatives within the third degree by consanguinity are the individual's parent or child (relatives in the first degree); brother, sister, grandparent, or grandchild (relatives in the second degree); and great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).
10. "Contribution" means a direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. The term does not include an expenditure required to be



reported under Section 35.006(b), Texas Government Code. In-kind expenses, as defined in this section, is not a contribution.

11. "Contributor" means a person making a contribution, including the contributor's ~~and the person's~~ spouse.
12. "Days" means calendar days excluding City holidays.
13. "Designated employee" for purposes under this section, means the City Manager, deputy City Managers, all City department heads or directors, and the executive assistants to the mayor.
14. "Employee" means a person employed and paid a salary by the ~~city~~City whether under civil service or not, including those individuals on a part-time basis and including those officially selected for employment but not yet serving; but does not include an independent contractor or ~~city council~~City Council member. For purposes of this ordinance and for no other purpose, the term employee includes volunteers.
15. "Ex parte communications" means a communication made at a time other than during a public meeting of the ethics review commission, a commission panel, or the ~~city council~~City Council, excluding documents or information submitted pursuant to the requirements of this chapter and any correspondence or other communications sent to the ~~city~~City Attorney.
16. "Frivolous complaint" means a sworn complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.
17. "Gift" means any gift, benefit or other economic gain or economic advantage to an ~~officer~~Officer or employee or to a relative of an ~~officer~~Officer or employee.
18. "Honorarium" shall mean a payment, other than reimbursement for meals, travel or lodging expenses, for services provided in connection with addressing an audience or engaging in a seminar.
19. "In-kind expenses" means the value of personal services provided without compensation by any individual who volunteers on behalf of a candidate or political committee and incidental vehicular travel expenses incurred in conjunction with the provision of the personal services.
20. "Mailbox rule" means that a document sent to another person or party by mail is considered served, and a period of limitations begins to run, on the day it is placed, with proper postage and a correct address, into the mailbox. As used in this chapter, the mailbox rule shall apply to the triggering of limitation periods and the calculation of deadlines for providing and responding to written notices.
21. "Ministerial act" means an act performed in a prescribed manner and does not require the exercise of any judgement or discretion.
- 4-22. "Newly discovered evidence" means evidence that was in existence at the time of the hearing, but was unknown to the parties involved and could not have been discovered with reasonable diligence before the hearing



~~"Negotiating concerning prospective employment" means a discussion between a city or employee considering or accepting employment with the employer, in which discussion or employee responds in a positive way.~~

23. "Officeholder" means the incumbent holding an elected ~~city~~City office.

24. "~~Officer~~Officer" -means a member of the ~~city council~~City Council and any member of a board appointed by the ~~city council~~City Council, and Municipal Court judges. It includes any member of a board that functions only in an advisory or study capacitycity.

25. "Official ~~city~~City business" means a purpose or function related to the duties or activities of office or employment.

~~"Person" means an individual, corporation, partnership, labor union or labor organization, or any unincorporated association, firm, committee, club, or other organization or group of persons, excluding a political committee organized pursuant to the Texas Election Code.~~

26. "Political committee" means a specific purpose political committee or a general purpose political committee as those terms are defined in the Texas Election Code.

27. "Public event, appearances or ceremonies" means those functions, activities and ceremonies conducted by or for the benefit of any governmental entity; a function, activity or ceremony conducted by a non-profit corporation or similar organization formed for educational, scientific, community-betterment or economic development purposes which relates to the purpose for which the non-profit corporation or organization was formed; or a function, activity or ceremony which honors or recognizes the accomplishments of a political, prominent or public figure.

28. "Quasi-judicial proceeding" means by hearing or proceeding held by a public administrative ~~officer~~Officer, to include but not be limited to a hearing ~~officer~~Officer, arbitrator or administrative law judge, who is required to hear or investigate facts and to draw conclusions from them as a basis for his or her official action and to exercise discretion of a judicial nature.

29. "Relative" means a person who is related to an ~~officer~~Officer or employee as spouse or as any of the following, whether by marriage, blood or adoption: parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, step son-in-law, stepdaughter, step daughter-in-law, stepbrother, stepsister, half-brother, half-sister, brother-in-law or sister-in-law.

30. "Resident" means any natural person that resides within the City limits for 14 or more consecutive days and can provide proof such as a state issued identification card.

31. "Substantial interest in business entity" means the definition provided in Texas Local Government Code Section 171.002 as may be amended.

32. "Volunteer" means an individual who provides services to the ~~city~~City without any expectation of compensation or financial gain and without receiving any compensation or financial gain.

(Ord. 15293 § 3, 2002)

(Ord. No. 17112, § 2, 4-21-2009)

## **Article II: Standards of Conduct**

### **2.92.0350 – General Provisions–Standards of conduct.**

#### **A. Officer**~~Officers~~ or employees:

~~A. — Shall not solicit, accept, or agree to accept any gift contrary to the provisions contained in section 2.92.040 of this Code;~~

~~1. AB.~~ —Shall not use their official positions improperly to secure unwarranted privileges or exemptions for themselves, relatives, or others. This provision does not preclude ~~officer~~Officers or employees from acting in any manner consistent with their official duties or from zealously providing public services to anyone who is entitled to them;

~~2. A City Officer or employee shall not acquire an interest in, or be affected by, any contract, transaction, zoning decision, or other matter, if the official or employee knows, or has reason to know, that the interest will be directly or indirectly affected by impending official action by the City;~~

~~3E.~~ —Shall not participate in making or influencing any ~~city~~City governmental decision or action in which they know that they have any financial interest distinguishable from that of the public generally or from that of other ~~city~~City ~~officer~~Officers or employees generally;

~~4D.~~ Shall not give reasonable basis by their conduct for the impression that any person can improperly influence, or unduly enjoy their favor in, the performance of their official duties, or that they are unduly affected by the kinship, rank, position or influence of any person;

~~5E.~~ Shall not use his or her position to secure official information about any person or entity for any purpose other than the performance of official responsibilities and duties;

~~6F.~~ Shall not use or disclose, other than in the performance of their official duties or as may be required by law, confidential information gained in the course of or by reason of their positions. This provision applies to former ~~officer~~Officers and employees as well as to current ones;

~~7GH.~~ —Shall not utilize ~~city~~City resources or by omission allow ~~city~~City resources to be utilized for personal benefit or the personal benefit of any other person or entity, except to the extent that the benefit received is strictly incidental to the performance of official duties, or to the extent that the person is entitled by law to obtain public services from the ~~city~~City;

~~8H~~H. —Shall not transact any business (other than ministerial acts) on behalf of the ~~city~~City with any business entity of which they are ~~officer~~Officers, agents or members, or in which they have a financial interest. In the event such a circumstance arises, then they shall make known their interest, and:

~~a1~~1. In the case of an ~~officer~~Officer, abstain from voting on the matter and refrain from discussion of the matter at any time with the other members of the body of which he or she is a member and with any other person or body in ~~city~~City government which may consider the matter; and

~~b2~~2. In the case of an employee, disclose the matter to an appropriate administrative authority within ~~city~~City government so that reassignment or other suitable action may be taken to remove the employee from any further involvement in the matter;

~~9I~~I. —Shall not personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation, or determination from the body or department of which the ~~officer~~Officer or employee is a member. This restriction does not apply to outside employment of an ~~officer~~Officer if the employment is the ~~officer~~Officers primary source of income;

~~10J~~K. —Shall not accept other employment or engage in outside activities incompatible with the full and proper discharge of their duties and responsibilities with the ~~city~~City, or which might impair their independent judgment in the performance of their public duty;

~~11K~~L. —Shall not personally participate in a decision in a matter if the ~~officer~~Officer or employee is negotiating or has an arrangement concerning prospective employment with a person or organization that has a financial interest in a matter under consideration by or within the jurisdiction of the ~~city~~City, and in the case of an employee if it has been determined by the ~~city manager~~City Manager that a conflict of interest exists. For purposes of this section, the term "decision" shall mean a decision, approval, disapproval, recommendation, investigation or rendering of advice, and the term "matter" shall include but not be limited to a matter, proceeding, application, request for ruling or determination, contract or claim which involves the ~~city~~City. In such instance, the ~~officer~~Officer or employee shall:

~~a1~~1. In the case of an employee, immediately notify the official responsible for appointment to his or her position of the nature of the negotiation or arrangement and, if the ~~city manager~~City Manager determines that a conflict of interest exists, follow the instructions of the ~~city manager~~City Manager with regard to further involvement in the matter; or

~~b2~~2. In the case of a board member, immediately notify the board of which he or she is a member of the nature of the negotiation or arrangement and:

~~ia~~a. Refrain from discussing the matter at any time with other board members or members of the ~~city council~~City Council if the ~~city council~~City Council will also consider the matter; and

~~iib~~b. Abstain from voting on the matter; or

c3. In the case of a member of the ~~city council~~City Council, file an affidavit with the ~~city clerk~~City Clerk describing the nature of the negotiation or arrangement and:

ia. Refrain from discussing the matter at any time with other council members or members of a board that will consider the matter; and

iib. Abstain from voting on the matter;

12LM. —Shall not receive any fee or compensation for their services as ~~officer~~Officers or employees of the ~~city~~City from any source other than the ~~city~~City, except as may be otherwise provided by law. This shall not prohibit their performing the same or other services for a public or private organization that they perform for the ~~city~~City if there is no conflict with their ~~city~~City duties and responsibilities;

13MN. —Shall not ~~, in the case of an employee,~~ recklessly disregard the established practices or policies of the ~~city~~City relating to the duties assigned to the Officer or employee;

14NO. —Shall not, in the case of a member of the ~~city council~~City Council or an employee, personally represent or appear in behalf of the private interest of another before the ~~city council~~City Council, or any ~~city~~City board or department; or, if the represented person's interest is adverse to that of the ~~city~~City, represent any person:

a1. In any quasi-judicial proceeding involving the ~~city~~City; or

b2. In any judicial proceeding to which the ~~city~~City is a party; provided that nothing in this subsection shall preclude:

ia. A ~~city council~~City Council member from speaking or appearing without compensation before the ~~city council~~City Council or any board or department on behalf of constituents in the course of his or her duties as an elected official;

iib. Any employee from performing the duties of his or her employment;

iiie. Any employee from appearing before the ~~city council~~City Council or any ~~city~~City board or department, in a manner consistent with other ~~city~~City policies and rules, to discuss any general ~~city~~City policies or public issues, including the presentation of viewpoints or petitions of other employees; or

ivd. A ~~city council~~City Council member or an employee from testifying as a witness under subpoena in a judicial or quasi-judicial proceeding; and

15OP. —Shall not, in the case of a board member, personally represent or appear in behalf of the private interests of another:

a1. Before the board of which he or she is a member;

b2. Before the ~~city council~~City Council unless the board member discloses his or her status as a board member to the council and the representation or appearance does not relate to a matter that was heard or decided by the board of which the board member is a member or a board that has appellate jurisdiction over the board of which the board member is a member;

~~c3.~~ Before a board which has appellate jurisdiction over the board of which he or she is a member; or

d4. In a judicial or quasi-judicial proceeding to which the ~~city~~City or an employee of the ~~city~~City is a party, if the interest of the person being represented is adverse to that of the ~~city~~City or an employee of the ~~city~~City and the subject of the proceeding involves the board on which the board member is serving or the department providing support services to that board.

16P. An Officer or employee shall not intentionally or knowingly assist or induce, or attempt to assist or induce, any person to violate the provisions in this Chapter.

(Ord. 15855 § 1, 2004: Ord. 15293 § 6, 2002)

2.92.040 - Gifts.

A. ~~General Rule.~~ An ~~officer~~Officer or employee shall not solicit, accept, or agree to accept for themselves or a relative, the following:

1. any gift, of which the known or readily apparent value for each separate gift, exceeds seventy-five (\$75) dollars in value;
2. any gift that might reasonably tend to influence them to act improperly in the discharge of official duties, or reasonably tend to improperly reward official conduct; or
3. any gift from any lobbyist registered under chapter 2.94 of this Code, of which the known or readily apparent value for each separate gift exceeds ten (\$10) dollars in value.

B. Special Applications. Subsection A above does not include:

1. Political contributions made or received and reported in accordance with the Texas Election Code~~law~~;
2. Awards, such as plaques, certificates, trophies or personalized mementos, which are reasonable in light of the occasion and publicly presented in recognition of public service;
3. A gift ~~conferred on account of kinship from a relative~~ or a personal, professional, or business relationship independent of the official status of the recipient;
4. Gifts or other tokens of recognition presented by representatives of governmental bodies or political subdivisions who are acting in their official capacities which are accepted for the ~~city~~City or in conjunction with the officeholder duties of an elected official;
5. Commercially reasonable loans made to an ~~officer~~Officer or employee in the ordinary course of the lender's business;

~~6. Complimentary copies of trade publications;~~

~~67.~~ Reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances or ceremonies related to official ~~city~~City business, if furnished by the sponsor of such public event; or

in connection with attending seminars or workshops, speaking engagements, teaching, or rendering other public assistance to an organization or another governmental entity;

78. An honorarium, transportation or lodging, the acceptance of which is not prohibited under Sections 36.07 and 36.08, Texas Penal Code;

89. A ticket or admission pass, regardless of the actual or fact value of the ticket or admission pass, to an event that is sponsored or conducted by the ~~City~~City;

910. A ticket or admission pass, regardless of the actual or face value of the ticket or admission pass, to an event in which the ~~officer~~Officer or employee is participating in connection with official duties or in which the ~~officer~~Officer or employee is participating in connection with his spouse's or child's position or duties, provided that the receipt of such ticket is reported as a reportable gift if such reporting is required under section 2.92.070 B.2. of this Code; and

101. Any solicitation for civil or charitable causes, or admission to a charity event provided by the sponsor of the event, where the offer is unsolicited by the ~~officer~~Officer or employee.

11. Items received that are of nominal value (less than \$10)

(Ord. 15293 § 5, 2002)

(Ord. No. 17112, § 4, 4-21-2009)

**2.92.0570 - Reporting requirements.**

A. Financial disclosure.

1. ~~—~~Each ~~officer~~Officer, excluding elected officials whose financial disclosure requirements are governed by ~~City~~City Charter, and each designated employee ~~as defined in subsection A.2. of this section~~, shall file with the ~~city clerk~~City Clerk, within ten business days after the date of his appointment, selection or approval by the ~~city~~City Council, a statement disclosing:

- a. Where, by whom and in what specific capacity ~~city~~city that person is employed or self-employed;
- b. Membership on boards of directors of corporations, whether organized for profit or not;
- c. Partnership interests; and
- d. —The name and address of any business in which the person has a financial investment, and in the case of mutual funds and other similar pooled investments,

the name of the fund or investment. For purposes of this subsection, a financial investment shall not include funds on deposit with financial institutions such as checking and savings accounts, investments in United States savings bonds, and similar investments that earn simple, compounded or money-market interest rates; unless the person has previously been appointed to a position that requires the filing of a financial disclosure form and the person already has a current financial disclosure form on file with the ~~city clerk~~City Clerk.

~~2. "Designated employee" for purposes under this section, means the city department heads or directors, and the executive assistants to the mayor.~~

~~23.~~ Each person submitting a statement of financial disclosure required under this section shall utilize a form provided by the ~~city clerk~~City Clerk, which shall be signed and submitted in hard copy, or submitted electronically or by facsimile as may be provided by the ~~city clerk~~City Clerk. The form or submission process shall provide a means by which the submitter affirms his identity and the accuracy of the statements made therein.

~~34.~~ No person submitting such a statement of financial disclosure must indicate therein the extent of financial involvement in any investments.

~~45.~~ The members of the boards and commissions identified below and every designated employee shall thereafter file with the ~~city clerk~~City Clerk a financial disclosure statement, between June 1st and June 30th of each year while in office or employed by the ~~city~~City. Each person subject to this section shall file a revised financial disclosure form at any time in which the person changes his primary employment or has made changes in financial investments which cumulatively total more than thirty-five percent of the person's total investments. Those persons who have no changes to report regarding the information required to be reported, may, in lieu of filing a complete financial disclosure form, file a short form annual report, provided that they have filed a complete financial disclosure form within the previous five years.

- a. Building and Standards Commission.
- b. ~~City~~City Plan Commission.
- c. Civil Service Commission.
- d. Construction Board of Appeals.
- e. Ethics Review commission.
- f. Historic Landmark Commission.
- g. Parks and Recreation Board.
- h. Public Service Board.
- i. Zoning Board of Adjustment.

~~56.~~ Each candidate for elective office and each candidate for appointment to the boards and commissions identified or as a designated employee shall be provided with a notice of financial disclosure requirements at the time of application for such office or employment.



~~7. The following types of boards are exempt from the financial disclosure requirements of this chapter:~~

- ~~a. Boards whose regulation is pre-empted by federal or state law;~~
- ~~b. Boards expressly exempted by the city council for reasons to be stated by the city council upon granting such exemption.~~

6. Each year, by August 15<sup>th</sup>, the City Clerk shall prepare a report noting whether each person, who is required to file a financial disclosure statement has done so as of the date of the City Clerk's report. If the person has not filed their required financial disclosure statement upon the time the City Clerk finished the report or the person fails to file their financial disclosure statement within 14 days of their appointment and they do not already have a current financial disclosure statement on file, the City Clerk shall send a written notice by certified mail, return receipt requested, with a copy sent by regular mail, to the person to advise them that they have not filed a financial disclosure statement as required by this section and that they have 14 days from the date of the letter to file his or her financial disclosure statement. If the person is a board member covered under section 2.92.050(A)(9)(e), the City Clerk will also advise the board member that the failure to timely file the financial disclosure statement will result in the automatic removal of that board member from his or her office. In the event of an unforeseen circumstance, including but not limited to, military service or acute illness or leave without pay under the Family Medical Leave Act, the deadline for receipt by the City Clerk is extended until such time as the board member or employee resumes his or her City duties. — ~~The city or the mayor if the designated employee is an executive assistant to the mayor.~~

7. In the event that a designated employee that reports to the City Manager, fails to file a required financial disclosure report, or had filed incomplete or unresponsive information by the deadlines calculated under 2.92.050(A)(1) of this section, the City Clerk shall notify the individual that the matter is being forwarded to the City Manager for appropriate action.

89. — In the event that a board member fails to file his or her financial disclosure statement or has filed incomplete or unresponsive information by the deadlines calculated under subsections 2.92.050-(A)-(1-), (4),- or (98)- of this section, the following actions will be taken:

- a. In the event that the board member is a member of the civil service commission, the ~~city clerk~~ City Clerk shall prepare and send a notice of the failure of the civil service commission member to file a financial disclosure statement to each member of the ~~city council~~ City Council for their review and consideration regarding the possible removal of the civil service commission member from office in accordance with Section 6.1-10 of the ~~City~~ City Charter.

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- b. In the event that the board member is a member of the zoning board of adjustment, the ~~city clerk~~City Clerk shall prepare and send a notice of the failure of the zoning board of adjustment member to file a financial disclosure statement to each member of the ~~city council~~City Council for their review and consideration regarding the possible removal of the zoning board of adjustment member from office in accordance with Section 211.008, Texas Local Government Code.
- c. In the event that the board member is a member of the public service board other than the mayor, the ~~city clerk~~City Clerk shall prepare and send a notice of the failure of the public service board member to file a financial disclosure statement to each member of the ~~city~~City Council for their review and consideration regarding the possible removal of the public service board member from office in accordance with the applicable removal provisions contained in any pertinent ordinance adopted by the ~~city~~City for the issuance of water or sewer revenue bonds.
- d. In the event that the board member is a member of the El Paso Housing Finance Corporation, the industrial development authority, or other similar corporation organized pursuant to state law, the ~~city clerk~~City Clerk shall prepare and send a notice of the failure of the board member to file a financial disclosure statement to each member of the ~~city~~City Council for their review and consideration regarding the possible removal of the board member from office in accordance with the applicable removal provisions contained in any articles of agreement or bylaws of the corporation or statutory provisions.
- e. In the event that the board member is a member of any other ~~city~~City board subject to the requirement of this section, that board member shall be deemed removed from office without action or review by the ~~city council~~City Council. The ~~city clerk~~City Clerk shall prepare and send a notice of the removal to the board member and to the ~~city council~~City Council member who had appointed the board member. The removal shall be effective on the date that the notice is deposited in the United States mail or if not mailed, upon delivery to the board member.

~~910.~~       —The removal provision established in ~~subsection 2.92.050(A)(9)(c).~~ of this section for the failure of a board member to file a financial disclosure statement shall be in addition to and shall be controlling over any other ~~city~~City ordinance or ~~city council~~City Council resolution that establishes procedures for the removal of board members.

10. Financial disclosure reports are open records subject to the Texas Open Records Act, and shall be maintained in accordance with the Local Government Records Act.

#### B. Reporting of Gifts.

- 1. Each ~~officer~~Officer and designated employee shall keep a written record of all reportable gifts received during his or her term of office or employment.
- 2. Such record shall be made for each calendar month. The record shall include a description of the reportable gift received; the name of the person and organization giving the reportable gift; the relationship of the donor to the reporter; the value or estimated value of the reportable gift; and the immediate or intended disposition of the reportable gift. A

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reportable gift consisting of a certificate or admission ticket or pass to a future event or activity shall be deemed to have been received on the date on which the certificate or admission ticket or pass was received, and if such certificate or admission ticket or pass must be reported under subsection (B)(4)(d), a statement as to the duties performed.

3. Such monthly record shall be submitted to the ~~city clerk~~City Clerk on the form she provides no later than the tenth day of the following month for each month during which a reportable gift is received.
4. "Reportable gifts" for purposes under this section shall mean the following:
  - a. Any gift that is not covered by the special applications under section 2.92.040 B of this Code, has a value of more than ten (\$10) dollars, and was conferred on account of the official status of the recipient or in connection with official ~~city~~City business, except as provided below in subsections b, c and d;
  - b. Any hosting, such as travel and expenses, entertainment, meals or refreshments, that has a value of more than fifty (\$50) dollars, other than hosting provided on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient;
  - c. Any award presented in recognition of public service, or an honorarium, with a value of more than fifty (\$50) dollars; and
  - d. Any tickets or other admission passes to an event with an actual or face value of more than ten (\$10) dollars for all tickets or admission passes to the same event received at the same time, except for tickets or admission passes provided by the ~~City~~City for an event that is sponsored or conducted by the ~~City~~City.
5. Any gift, benefit, hosting, honorarium or other economic gain or economic advantage that is refused and returned to the sender within seventy-two hours of receipt shall not constitute a reportable gift under this section.
6. Any gift which exceeds seventy-five (\$75) dollars in value, which is not covered by the special applications under Section 2.92.040 B of this Code and which is turned over to the ~~city manager~~City Manager within ~~seventy-two~~72 hours of receipt for acceptance as a gift to the ~~city~~City, shall not constitute the acceptance of a gift in violation ~~of section 2.92.050 A~~ of this Code, provided that the disposition of such gift is reported on a timely filed reportable gift form.
7. The ~~Manager~~, on a monthly basis, shall prepare a report which shall be made available to the public of all gifts that have been turned over to his office for acceptance as a gift to the ~~City~~City.
- ~~8. For purposes of this section, "honorarium" shall mean a payment, other than reimbursement for meals, travel or lodging expenses, for services provided in connection with addressing an audience or engaging in a seminar.~~

~~(Ord. No. 17112, § 7, 4-21-2009; Ord. No. 17752, § 1, 3-20-2012)~~

## **2.92.060 — Restrictions for Former City Officers and Employees.**

- A. All executive staff or salaried professional employees reporting directly to the City Manager as described in Section 6.2-2(H) - Unclassified Services of the City Charter, are prohibited during the 12 months after leaving the service or employment of the City, to engage in lobbying activities as a registered lobbyist as regulated in Chapter 2.94 of this Code, or represent any other person or organization in any formal or informal appearance before the City Council or a City board or department. ~~An officer on the same matter or issue.~~
- B. An Officer or other employee in a position which involves significant reporting, decision-making, advisory, or supervisory responsibility who leaves the service or employment of the City shall not, during the 24 months after leaving the service or employment of the City, engage in lobbying activities as a registered lobbyist as regulated in Chapter 2.94 of this Code, or represent any other person or organization in any formal or informal appearance before the City Council or a City board or department. For purposes of this subsection only the term “Officers” excludes members of boards and commissions of the City.

~~Former officers or employees to whose duties such information may be pertinent.~~

- C. —No former members of the Building and Standards Commission, City Plan Commission, Civil Service Commission, Construction Board of Appeals, Ethics Review Commission, Historic Landmark Commission, Parks and Recreation Board, Public Service Board, the Zoning Board of Adjustment, or any other board or commission of the City, shall, during the 12 months after leaving the board or commission, engage in lobbying activities as a registered lobbyist as regulated in Chapter 2.94 of this Code, or represent any person or organization in any formal or informal appearance before their former respective board or commission.
- D. Former Officers and employees shall not use for their personal benefit and shall not disclose, except as may be required by law, confidential information gained in the course of or by reason of their positions. This provision shall not prohibit the disclosure of any such information to incumbent City Officers or employees to whose duties such information may be pertinent.-
- E. No person shall, during the twelve (12) months after having served on and left the Civil Service Commission, represent any classified employee of the City before the Civil Service Commission or before a Hearing Officer appointed by the Civil Service Commission on a disciplinary matter or grievance. Additionally, a person after leaving the Civil Service Commission, shall not represent an employee on any matter before the Civil Service Commission or a Hearing Officer appointed by the Civil Service Commission that went before the Civil Service Commission during the time that such person served on the Civil Service Commission.
- F. No person shall, during the 12 months after having served on and left the Civil Service Commission, be appointed as a Hearing Officer for the Civil Service Commission.
- G. No person appointed as a Hearing Officer for the Civil Service Commission shall, during the time of service and for 12 months after having served, represent any classified employee of the City before the Civil Service Commission or before a Hearing Officer appointed by the Civil Service Commission on a disciplinary matter or grievance. A former Hearing Officer

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appointed by the Civil Service Commission shall not represent a classified employee on any matter before the Civil Service Commission or a Hearing Officer appointed by the Civil Service Commission that went before such person during the time he or she served as a Hearing Officer.

~~(Ord. 15293 § 8, 2002)~~

~~(Ord. No. 17112, § 6, 4-21-2009)~~

## **2.92.07100 - Campaign finances.**

- A. Conformity with Texas Election Code. Pursuant to this chapter, candidates, officeholders and political committees participating in cityCity elections may be required to make additional disclosures, to file additional notices, and to comply with certain restrictions not set out in the Texas Election Code. It is not the intent of the cityCity to enact any provision in conflict with or in derogation of the Texas Election Code. The requirements set out in this section are cumulative of those in the Texas Election Code, and nothing in this section shall be construed to limit obligations imposed by the Texas Election Code.
- B. Applicability of section.
1. The provisions of this section pertaining to candidates and officeholders shall apply to all persons who have an active appointment of a campaign treasurer by a candidate form on file with the city-clerkCity Clerk.
  2. Officeholders are subject to the regulations applied to candidates for the office he or she holds.
- C. Campaign contributions.
1. ~~Use of legal name.~~ An individual shall not make a contribution in support of, or opposition to, a candidate for cityCity office under a name other than the name by which the individual is identified for legal purposes.
  2. ~~Making of contributions.~~ A contribution must be made in the name of the individual who owns and is contributing the thing of value, and one individual shall not make a contribution on behalf of another individual.
  3. ~~Prohibition of contributions by litigants.~~ It shall be unlawful for any person who is an adverse party in any pending litigation against the cityCity, or who has an ownership interest of ~~10%ten percent~~ or more in any entity that is an adverse party to the cityCity in any pending litigation to contribute or donate any funds to any candidate for cityCity office if the litigation seeks recovery of an unspecified amount or of an amount in excess of twenty-five thousand dollars, exclusive of costs of court and attorneys' fees. Such restriction shall not be applicable to attorneys representing a person or entity in pending litigation against the cityCity. It shall be the duty of any candidate to refuse to accept any contribution that may be offered by a person who is known to the candidate to have a litigation interest described in this section. In the event that any candidate unknowingly

accepts a contribution in contravention of the foregoing provision, then it shall be the duty of the candidate to return the contribution within ten days after the candidate becomes aware of the litigation.

D. Required filings.

1. Each candidate shall file with his application, consent and affidavit of candidate, a written statement acknowledging that he or she has received a copy of ~~the City's Campaign finance regulation~~this chapter.
2. A political committee which makes contributions or expenditures in connection with advocating or opposing a position or issue in a ~~city~~City election must file with the ~~city clerk~~City Clerk a copy of each contribution and expenditure report filed with the Texas Ethics Commission. The filing date for filing with the ~~city clerk~~City Clerk shall be the date established under the Texas Election Code for filing with the Texas Ethics Commission.
3. The starting and ending dates of reporting periods and the due dates of contribution and expenditure reports by candidates for ~~city~~City elections, officeholders and by political committees shall be governed by the Texas Election Code.
4. Contribution and expenditure reports required to be filed with the ~~city clerk~~City Clerk's office under the Texas Election Code must be filed and updated electronically except as provided in Section 2.92.~~07+00(-D)(4)(b)~~.
- a. The ~~city~~City will provide access to computer equipment for candidates to file the electronic reports.
- b. A candidate, officeholder, or political committee that is required to file electronic reports under this chapter may apply for an exemption with the ~~city clerk~~City Clerk if:
  - i. The candidate, officeholder, or campaign treasurer of the committee files with the ~~city clerk~~City Clerk's office an affidavit stating that the candidate, officeholder, or committee, or a person with whom the candidate, officeholder, or committee contracts does not use computer equipment to keep the current records of political contributions, political expenditures, or persons making political contributions to the candidate, officeholder, or committee; and
  - ii. The candidate, officeholder, or committee does not, in a calendar year, accept political contributions that in the aggregate exceed the greater of ~~twenty thousand dollars~~\$20,000 or the amount stated in Section 254.036(C)(2) of the Texas Election Code, as amended, or make political expenditures that in the aggregate exceed the greater of ~~\$20,000~~twenty thousand dollars or the amount stated in Section 254.036(C)(2) of the Texas Election Code, as amended.
- c. The ~~city~~City will post the contribution and expenditure reports through the ~~city~~City's website. A paper copy of any report will be made available, upon written request.
- d. ~~Knowingly~~ Failing to timely file a report required by this section is a violation hereof, as is the ~~knowingly~~ filing of a report with incorrect, misleading, or incomplete information. If an individual inadvertently files an incorrect or incomplete report, it

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is his or her responsibility to file an amended report as soon as possible, though no later than fourteen days after discovery of the error or after the error should have reasonably been discovered.

E. Complaints.

1. Individuals may file a complaint alleging noncompliance with this section by an officeholder by submitting the matter to the ethics review commission in the same manner as provided in Section 2.92.16080 of this chapter.
2. If the ~~city clerk~~City Clerk receives a written complaint alleging noncompliance with this section or if the ~~city clerk~~City Clerk determines that a required report of a candidate, officeholder or political committee has not been filed by the deadline imposed by this section or state law, the ~~city clerk~~City Clerk shall forward this information to the ~~city attorney~~City Attorney for investigation and appropriate enforcement action or submission to the ethics review commission, if warranted.

F. Severability. It is the intent of the ~~city~~City that this section shall comply in all respects with applicable provisions of the United States Constitution, the Texas Constitution, and the charter of the ~~city~~City. If any provision of this section is declared by a court of law to be illegal, void, invalid, or unconstitutional or in violation of the ~~City~~City Charter, such holding shall not affect the validity of the remaining portions of this section, and such remaining portions shall remain in full force and effect.

~~(Ord. 16301 § 3, 2006)~~

~~(Ord. No. 17949, § 1, 2-19-2013)~~ **2.92.08110 - Disclosure of campaign contributions.**

- A. If a member of the ~~city~~City ~~Council~~ Council has received campaign contributions from a contributor totaling ~~\$500five hundred dollars~~ or more subsequent to the date that the member last filed a campaign finance report pursuant to state law, such member shall disclose the receipt of such contribution(s) to the ~~City Ce~~council before any deliberation or vote of the ~~city council~~City Council regarding any matter on a meeting agenda which concerns or relates to the contributor (s), a business entity owned in whole or in part or operated by the contributor(s) or which employs the contributor(s), or any other time that the contributor(s) appears to address the council during the meeting.
- B. This requirement shall apply to all meetings of the ~~city~~City ~~Ce~~council.
- C. Such disclosure shall be orally made by the member and shall be recorded in the minutes of the meeting.
- D. If a member of the ~~city council~~City Council accepts a campaign contribution from a contributor of ~~five hundred dollars~~\$500 or more, he shall report the amount and the donor by an item for notation on the consent agenda of a ~~city council~~City Council meeting within thirty days of the date of such contribution.
- E. No action of the council which is otherwise legal shall be invalidated merely by reason of the disclosure of a campaign contribution by a member of the ~~city~~City ~~Ce~~council or the failure of a member to disclose a campaign contribution.

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## 2.92.~~09120~~ - Ethics training.

A. This subsection applies to all ~~city~~City ~~officer~~Officers.

1. Each ~~officer~~Officer shall complete the courses of training regarding the regulations and requirements of Chapters 2.92 and 2.94 of the ~~City~~City Code, as provided herein.
2. Each ~~Officer elected official and appointed municipal court judge~~ shall complete an initial course of training within ~~90 ninety~~ days after the effective date of this ordinance.
3. Each board, committee and commission member shall complete an initial course of training ~~within 90 days after the effective date of this ordinance, during calendar year 2012.~~
4. Each ~~elected official and appointed municipal court judge~~Officer taking office for the first time on and after ~~the effective date of this ordinance [January 1, 2012]~~ shall complete the course of training within ~~60~~sixty days after taking the oath of office.
5. Each board, committee and commission member who is appointed to any board, committee or commission on and after January 1, 2013, and who has not completed the initial course of training or a refresher training course within the three years prior to the date the person takes the oath of office, shall complete the initial course of training within ~~ninety~~90 days after the date the person takes the oath of office.
6. Each ~~officer~~Officer shall thereafter complete refresher training courses as provided in subsection (C).

B. This subsection applies to all ~~city~~City employees.

1. Each ~~city~~City employee shall complete the courses of training regarding the regulations and requirements of Chapters 2.92 and 2.94 of the ~~City~~City Code, as provided herein.
2. All employees ~~hired on and after the effective date of this ordinance~~ shall complete an initial course of training as part of each employee's participation in a new employee orientation, as established by the ~~City Manager~~City Manager or his designee.
- ~~3. All employees hired between June 1, 2009 and the effective date of this ordinance who completed a training course on the Ethics Ordinance as part of their participation in a new employee orientation conducted by the Human Resources Department shall not be required to complete the training course required for calendar year 2011, but shall complete all subsequent refresher training courses.~~
- ~~34.~~ Each employee shall thereafter complete refresher training courses as provided in subsection (C), or as otherwise directed by the ~~City Manager~~City Manager.

C. The courses of training required under this section shall be provided and completed as follows:

1. Each ~~officer~~Officer and employee shall complete the initial course of training as provided in subsections (A), and (B), as applicable.
2. Each ~~officer~~Officer shall thereafter complete a refresher training course that will be offered during every third year subsequent to the initial course of training provided during calendar year ~~2020~~2012, with the first refresher course of training to be offered during calendar year ~~2023~~2015.

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3. Each employee shall thereafter complete a refresher training course as provided in subsection ~~(C)(-2)~~, or as otherwise directed by the ~~City Manager~~City Manager.
  4. An ~~officer~~Officer or employee who has completed his initial course of training within the ~~12~~six months prior to the start of a calendar year in which refresher training is required is not required to complete the refresher training offered during that immediately-following calendar year, but shall be required to complete all subsequent refresher training courses, as provided herein.
- D. The ~~City Manager~~City Manager shall ensure that the training required by this section is made available.
1. The training course and refresher training courses shall be developed and provided by the ~~City Manager~~City Manager or his designees, and be subject to approval as to form by the ~~City Attorney~~City Attorney or his designees.
  2. The training courses must include instruction in:
    - a. Requirements relating to the standards of conduct imposed under this chapter, including, but not limited to, the acceptance of gifts;
    - b. State penal and other laws that relate to ethical conduct;
    - c. Reporting and disclosure requirements of the ethics ordinance and state law;
    - d. Basic requirements of the lobbying ordinance and facilitating compliance by others with that chapter;
    - e. Penalties and other consequences for failure to comply with the ethics and lobbying ordinances; and
    - f. The application of the ethics ordinance to unique situations relating to the board, commission or committee that the ~~officer~~Officer has been appointed to, or the application of the ethics ordinance to unique situations relating to the type of work that an employee does or the department he/~~she~~ is assigned to.
  3. The courses of training required under this section may be offered through live instruction or through the use of a video-recorded presentation.

~~(Ord. No. 17579, § 1, 6-14-2011)~~

~~2.92.130—2.92.140—Reserved.~~

### Article III: Ethics Review Commission

#### 2.92.10030 - ~~Ethics review commission~~Purpose and Mission.

- A. ~~—Ethics Review Commission Established.~~ In order to assist the ~~city~~City Council, an ~~E~~ethics ~~R~~review ~~C~~ommission of nine members is hereby established.



- B. ~~Mission.~~ The ~~E~~ethics ~~R~~review ~~C~~ommission shall serve as an advisory body to the ~~M~~ayor and ~~city~~City ~~C~~ouncil on matters concerning ethics in government of the ~~city~~City.

### 2.92.110 - Membership

#### ~~C. — Membership.~~

~~A.1~~ —All members of the ~~E~~ethics ~~R~~review ~~C~~ommission shall be residents of the ~~city~~City. ~~Members cannot be~~ ~~No member shall be a~~ ~~city~~City employees, hold any ~~city~~City elected office, or be a candidate for any ~~city~~City elected office. A member may contribute to a ~~city~~City political campaign as long as they are compliant with the City Charter, ~~but to the extent this prohibition is consistent with the charter~~

~~B.2~~. —No member of the ~~E~~ethics ~~R~~review ~~C~~ommission shall be related within the third degree of consanguinity or within the third degree of affinity to a member of the ~~city~~City ~~C~~ouncil or the ~~city~~City ~~M~~anager.

~~C.3~~. —Members shall be appointed for a two-year period, except that appointments made to fill vacancies created during a term shall only serve for the remainder of the term ~~be for the remainder of the term~~. The term ~~of office for each below designated of each~~ appointee shall commence on February 21st and shall terminate on February 20th at the conclusion of the respective term. Terms shall be staggered in the following manner:

Mayor's appointee	terms expire in even numbered years
District 1 appointee	terms expire in even-numbered years
District 2 appointee	terms expire in odd-numbered years
District 3 appointee	terms expire in even-numbered years
District 4 appointee	terms expire in odd-numbered years
District 5 appointee	terms expire in odd-numbered years
District 6 appointee	terms expire in even-numbered years
District 7 appointee	terms expire in even-numbered years
District 8 appointee	terms expire in odd-numbered years

### 2.92.120 – Jurisdiction

The Ethics Review Commission shall have jurisdiction to review alleged violations of Article II (Standards of conduct) of this chapter by Officers that occurred within 2 years of the complaint being filed.

~~D.~~—Procedures.

**2.92.130 – Duties**

A.E.—Duties. The ethics review commission shall meet as necessary to accomplish the following duties. ~~-In order to conduct a meeting there must be a quorum of 5 members of the Ethics Review Commission. For the purposes of conducting meetings, a quorum shall consist of five members of the Commission~~

- ~~12.~~ Review, evaluate and provide recommendations on issues as requested by the ~~city council~~City Council.
- ~~23.~~ Provide recommendations for the ~~city council~~City Council regarding orientation programs or procedures for ~~officer~~Officers and volunteers focusing on education of the importance of ethics in ~~city~~City government and on the provisions of this chapter.
- ~~34.~~ Provide information to the community on ethics in ~~city~~City government, as may be necessary for the promotion of the public trust.
- ~~45.~~ Issue advisory opinions, ~~as provided by charter~~ in the manner set forth in ~~subsection~~Section 2.92.150 below.
- ~~56.~~ Review, evaluate and issue determinations, impose sanctions and provide recommendations to the ~~city council~~City Council on complaints regarding Officers.
- ~~67.~~ Provide information on the disposition of specific issues by referring to minutes of commission meetings and ethics review commission reports.
- ~~78.~~ Periodically review and propose changes to this chapter and the forms utilized pursuant thereto.
- ~~89.~~ Develop guidelines and procedures to promote compliance with this chapter.
- ~~910.~~ Prepare written annual reports for the ~~city council~~City Council. Submit additional reports as needed.
10. Any other duties or assignments that may be directed by City Council

**2.92.140 – Procedures**

- A. The Ethics Commission will hold their first meeting every year on or about the first business day after April 1<sup>st</sup>. At this meeting, they will select a chair and vice chair and adopt rules for their proceedings, which shall be subject to approval by City Council. The rules that are adopted must be consistent with the City Charter, City ordinances, and the Ethics Code, and shall, to the extent possible, be like the rules set up by City Council for its own meetings.
- B. The Chair of the Ethics Review Commission shall make appointments to the Advisory Opinion Panel as needed to issues advisory opinions to Officers upon written request. The

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Advisory Opinion Panel shall never have less than 3 members of the Ethics Review Commission.

C. The Ethics Review Commission shall be assigned staff by the City Manager to assist in its duties, as the City Manager and City Council deems necessary. In the case that the Ethics Review Commission is hearing a complaint against a member of City Council or the City Manager, outside legal counsel may be retained when requested by the City Attorney at any time during the ethics proceedings to perform his or her duties under section 2.92.170 of this code and any other duties for the remainder of the ethics proceeding.

D. The Ethics Review Commission may consolidate into one complaint the following:

1. Multiple complaints against the same Officer that involve the same incident; or
2. Multiple complaints against the same Officer that involve the same alleged misconduct.

### **2.92.150 – Advisory Opinions**

A. By written request to the City Attorney, any Officer may request an advisory opinion regarding whether his or her proposed conduct would violate this chapter. Within 30 days of receiving the written request, the City Attorney shall call a meeting of the Advisory Opinion Panel to review the request. The panel shall meet to confer and issue an advisory opinion. The panel, however, showing a good cause, may decline to issue an advisory opinion or refer the matter to the whole Ethics Review Commission.

B. The City Manager may request an advisory opinion regarding the proposed action or conduct of one or more employees by submitting a written request to the City Attorney. The City will issue an opinion within 30 days of receiving the advisory opinion request, unless the City Attorney, showing good cause, declined to issue an advisory opinion.

C. A person who in good faith acts in accordance with a written advisory opinion issued by the Advisory Opinion Panel or Ethics Review Commission cannot be found to have violated this chapter by engaging in conduct approved in the advisory opinion if:

1. the person requested the issuance of the opinion; or
2. the request for an opinion fairly and accurately disclosed all relevant facts necessary to render an opinion.

~~employees with the intention that employees may rely on the opinion with respect to the identical conduct or actions addressed in the opinion; and~~

~~e. the request for an opinion fairly and accurately disclosed all relevant facts necessary to render the opinion.~~

~~(Ord. 16301 § 2, 2006; Ord. 15293 § 4, 2002)~~

~~(Ord. No. 17112, § 3, 4-21-2009)~~

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~~2.92.080—Complaints—Filing—Review.A.—Any person (including a member of the ethics review commission) who believes that there has been a violation of this chapter may file a sworn complaint with the ci;~~

~~(2)—the existence and nature of any relationship between the respondent and the complainant before the complaint was filed;~~

~~(3)—any evidence that the complainant knew or reasonably should have known that the allegations in the complaint were groundless; and~~

~~(4)—any evidence of the complainant's motives in filing the complaint.~~

### **2.92.160 – Filing a Complaint**

A. Any resident of the City (including a member of the Ethics Review Commission), or natural person conducting business with a City who believes a City employee has violated Article II of this chapter may file a sworn complaint to the City’s Human Resources department or to the employee’s supervisor.

B. Any resident of the City (including a member of the Ethics Review Commission) or natural person conducting business with the City who believes an Officer has violated Article II of this chapter may file a sworn complaint with the City Clerk.

C. Any resident of the City (including a member of the Ethics Review Commission) or natural person conducting business with the City who believes the City Attorney or the City Manager has violated Article II of this chapter may file a sworn complaint with the Mayor and the Mayor pro temp.

D. A complaint filed under this section must be in writing and under oath and must include

1. The name of the complainant;
2. The telephone number and the mailing address and/or electronic mail address of the complainant.
3. Proof of residence or that the complainant is conducting business with the City;
4. The name of each person complained about;
5. The position or title of each person complained about;
6. The nature of the alleged violation, including the specific provisions of this chapter alleged to have been violated.
7. A statement of the facts explaining the alleged violation and the dates on which or period of time in which the alleged violation occurred; and
8. All other documents or material relating to the alleged violation that the complainant can provide; a list of the documents or materials that are relevant to the alleged violation but are not in possession of the complainant or are unavailable to the complainant, including the location of such documents or materials.
9. An affidavit stating that the information contained in the complaint is either true and correct or that the complainant has good reason to believe and does believe that the facts

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constitute a violation of this chapter. If the complaint is based on information and belief, the complainant shall state the source and basis of the information and belief. Each complainant, other than a member of the Ethics Review Commission, shall swear to the facts by oath before a notary public or other person authorized by law to administer oaths under penalty of perjury. The complaint must state on its face an allegation that, if true, constitutes a violation of this chapter that is administered and enforced by the commission.

### **2.92.170 – Complaint Review**

- A. The City Clerk will review a filed complaint to ensure it is properly sworn and complete. If the complaint is missing required information, the City Clerk will send the complaint back to the complainant through regular mail and/or electronic mail, and the complainant will have 21 days to correct the complaint and refile it otherwise the City Clerk may reject the complaint. If the complaint is complete the City Clerk will forward the complaint to the City Attorney and the respondent within 7 days. Respondant has 14 days from receipt of the complaint to file a response with the City Clerk.
- B. Within 21 days of receiving the complaint from the City Clerk, the City Attorney will either:
1. Dismiss the complaint because it falls outside the Ethics Review Commission's jurisdiction. If a complaint is dismissed in this manner the decision of the City Attorney will be final. The City Attorney shall provide a copy of the dismissal to the Ethics Review Commission and to the complainant through regular mail or electronic mail; or
  2. Refer the complaint to the Ethics Review Commission. Once this occurs, the City Attorney may confer with the chair of the Ethics Review Commission and vice-versa about any procedural matters regarding the complaint.

### **2.92.180 – Ex Parte Communications**

- A. It shall be unlawful to engage in any of the following ex parte communications regarding a complaint that has been filed pursuant to this chapter:
1. For the complainant, the respondent, or any person acting on their behalf, to engage or attempt to engage directly or indirectly about the subject matter or merits of a complaint in ex parte communication with a member of the Ethics Review Commission, a member of the City Council, or any known witness to the complaint; or
  2. For a member of the Ethics Review Commission, to knowingly entertain an ex parte communication prohibited by subsection (A)(1) above, or to communicate about any issue of fact or law relating to the complaint directly or indirectly with any person other than a member of the Ethics Review Commission.
- B. The City Attorney or his/her designee conferring with the chair or members of the Ethics Review Commission on procedural matters regarding a complaint shall not be considered prohibited ex parte communications.

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C. If a member of the Ethics Review Commission violates this section of the chapter, they shall recuse themselves from any further proceedings regarding the complaint. Should the Commission not reach a quorum because members recused themselves, then the City Council shall appoint temporary members to the Commission to hear the complaint or the Chair of the Ethics Review Commission shall appoint a panel with the remaining eligible members to complete the hearing and disposition process. Temporary membership to the Ethics Review Commission expires upon the disposition of a complaint and may only be reinstated by City Council if the complaint is to be reconsidered pursuant to the provisions in this Chapter.

~~(Ord. 15293 § 10, 2002)~~

~~(Ord. No. 17112, § 8, 4-21-2009)~~

## ~~2.92.090—Complaints—Hearing—Disposition.~~

~~A.— If the matter is referred to the ethics review commission as a whole, the commission will schedule a review of the matter as soon as practicable and shall without delay, provide copies of the complaint and all relevant documentation to the members of the commission, the complainant and the respondent. If the matter was referred to the commission by a panel, the relevant documentation shall include any findings and determinations of the panel, to include the provisions of this chapter, if any, that were identified by the panel as having been allegedly violated.~~

## 2.92.190– Hearing

A. If a complaint is referred to the Ethics Review Commission, the Commission must schedule a hearing and provide copies of all relevant documentation to the members of the commission, the complainant, and the respondent within 30 days of being referred the complaint. While the complaint is pending members of the Ethics Review Commission are prohibited from discussing the complaint or matters of the hearing with any Officer, the City Manager, or other employees of the City, or any other person whether that person is associated with the complaint or not.

B. For all hearings, the person submitting the complaint and any persons named in the complaint will be sent written notice of the date, time, and place of the hearing by the Ethics Review Commission through regular mail and/or electronic mail so each party may attend.

C. If either the complainant or the respondent, or their attorneys, if any, are unable to attend any scheduled hearing, they may request a continuance of the hearing by submitting a written request for continuance to the Ethics Review Commission through regular mail and/or electronic mail at least 5 days before the scheduled hearing. The complainant and the respondent, including their attorneys, shall receive one automatic continuance. Any other requests for continuance shall be delivered in writing to the Ethics Review Commission through regular mail and/or electronic mail, and the chair will determine if a continuance will be granted at the next scheduled meeting. The request for continuance must be received at least 5 days before the scheduled hearing. The Commission shall consider if granting continuance promotes fairness to all parties and if there is good cause shown in the request for continuance.

D. The complainant, respondent, either of their attorneys, or any witnesses that have been requested to appear at the hearing may raise questions regarding the proceedings before the Ethics Review Commission or any preliminary issues regarding the scheduled hearing to the attention of the City Attorney. The City Attorney or his or her designee shall resolve the matters to the extent possible, and if necessary, consult with the Commission to determine the appropriate resolution at the Commission’s scheduled meeting.

E. Only eligible Commissioners of the Ethics Review Commission will hear matters referred to the Commission as a whole. If a Commissioner recuses himself or herself, they will refrain from voting on the matter and from discussing the matter at any time with other Commissioners of the Ethics Review Commission.

A Commissioner shall not be eligible to hear issues under this chapter and shall recuse himself or herself in the following situations:

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1. Where, because of familial relationship, employment, investments, or otherwise, his or her impartiality might be questioned;
2. When the Commissioner issued the complaint;
3. When the complaint involved the member of City Council who nominated him or her for a seat on the Ethics Review Commission;
4. When the Commissioner is not present during any portion of the hearing of the complaint. The Commissioner shall recuse himself or herself from further hearing and matters regarding the complaint and will no longer be eligible to participate in the disposition of the complaint;  
or
5. When the complaint involved the member of the City Council in whose campaign the Commissioner, if during the last 12 months substantially participated by acting as a fundraiser or leader in the campaign, or contributing \$500 or more.

~~1. If a member of the Ethics Review Commission recuses himself or herself, they will refrain from voting on the matter and from discussing the matter at any time with other members of the Ethics Review Commission.~~

F. General rules for the ~~conduct of a~~ hearing.

1. ~~1.~~— The Ethics Review Commission may establish time limits and other rules relating to the participation of any person in the hearing for the purpose of establishing an orderly and fair hearing process for all participants. Such rules shall include determining parameters for opening and closing statements, the roles of the complainant and the respondent, limitations regarding testimony for non-relevant or cumulative witnesses, and the presentation and direct questioning of witnesses by the respondent, complainant, or their attorneys.

~~The ethics review commission may at the start of a hearing establish time limits and other rules relating to the participation of any person in the hearing, subject to the provisions set forth herein. Such time limits and rules shall be created for the purpose of establishing an orderly and fair hearing process for all participants, and shall include a determination of the parameters of opening and closing statements, the roles of the complainant and the respondent, limitations regarding testimony from non-relevant or cumulative witnesses, and the presentation and direct questioning of witnesses by the respondent, complainant or any attorneys who may be in attendance and representing the complainant and/or respondent.~~

2. The respondent and the complainant have the right to attend the hearing, the right to make a statement and present witnesses pursuant to the rules set by the Commission for the hearing, and the right to be accompanied by legal counsel or advisor. The respondent and the complainant may be advised by their legal counsel or advisor during the course of the hearing. The legal counsel or advisor of the complainant may not speak on behalf of the complainant, except to represent the complainant while testifying. The respondent, the complainant, or their legal counsel or advisor, may not personally question or cross-examine witnesses, except if the Commission has granted them permission to do so.
3. As provided by the City Charter, the Ethics Review Commission shall have the authority to request witness testimony and production. The Commission chair or his/her designee on

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behalf of the Commission, shall have the authority to request any and all necessary assistance from City Council for the purpose of compelling testimony, including subpoenaing witnesses in accordance with the procedures set out by the City Charter and City ordinances. The Commission will have the authority to bring matters to City Council through agenda items properly drafted by the City Attorney or his/her designee.

4. The City Attorney and his/her designee will disclose any information or evidence actually known to them that would validate and/or negate the alleged violation of this chapter to the Ethics Review Commission and to the respondent.
5. The Ethics Review Commission is not bound by the rules of evidence, but will rely on evidence that a reasonably prudent person commonly relies on in the conduct of their personal affairs. The Commission shall hear relevant evidence, but shall not rely on hearsay.

## **2.92.200– Disposition**

~~AG.~~ After hearing the complaint, the ethics review commission will issue a decision ~~or recommendation based on the information available to the commission~~ within 30 days based on the information available to the Commission through the hearing process. The ethics review commission ~~will~~ must:

1. ~~1.—~~ Dismiss a complaint because no violation of this chapter has occurred; or  
Dismiss the complaint or find that no violation of the ordinance occurred, with the grounds for such dismissal or finding set forth in the repo
2. Find that a violation of this chapter has occurred and either find that a sanction is not appropriate, or issue a sanction.
- ~~2.— Find that a violation of this chapter occurred and either find that a sanction is not appropriate, or take action in accordance with subsections I or J below and identify the particular provision or provisions determined to have been violated; or~~

~~HB.~~ If after hearing the issues, the ethics review commission dismisses the complaint or finds that no violation of the ordinance occurred, the ~~C~~commission shall create a written report of their findings or dismissal, and such report shall be filed with the minutes of the meeting in the office of the ~~city clerk~~ City Clerk, and a copy of the report shall be sent to the parties associated with the complaint by regular mail and/or electronic mail. ~~mailed to those persons who were provided notice of the hearing and be made available on the city's website for a period of one year.~~

C. At this time, the Commission may determine if the complaint was frivolously filed. If the Commission determines that a complaint is frivolously filed, they may issue a sanction provided in this section (D) below. ~~to the complainant. If within one year, a complainant is found to have filed more than one frivolous complaint, the complainant~~ The individual who filed a frivolous complaint will not be able to file further complaints for the following 2 years. If an complainant individual who is banned from filing a complaint does so within their prohibited period, the City Clerk may refuse to accept the complaint and will notify the Commission so an additional 2 years can be added to the current prohibition.

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~~— In deciding if a complaint is frivolous, the Commission may consider, but is not limited to, the following factors:~~

~~a. The nature and type of any publicity surrounding the filing of the sworn complaint, and the degree of participation by the complainant in publicizing the fact that a sworn complaint was filed with the City;~~

~~b. The existence and nature of any relationship between the respondent and the complainant before the complaint was filed;~~

~~— Any evidence that the complainant knew or reasonably should have known that the allegations in the complaint were groundless; and~~

~~c. Any evidence of the complainant's motives in filing the complaint; and~~

~~— Any evidence that a complainant lied on a sworn complain.~~

~~Df.~~ If after hearing the issues, the ethics review commission determines through clear and convincing evidence that a violation of this chapter has occurred, then the Ethics Review Commission may issue on of the following sanctions:~~commission may issue any of the sanctions in subsections 1, 2 or 3 below, or recommend the issuance the sanction of removal from office.~~

1. Letter of notification. A letter of notification may be issued when the Ethics Review Commission finds that a violation of this chapter was clearly unintentional. A letter of notification may advise the person to whom the letter is directed of any steps to be taken to avoid future violations.~~A letter of notification may be issued when the ethics review commission finds that a violation of this chapter was clearly unintentional or when the action or conduct found to have been a violation of this chapter was performed by the official in reliance on a written opinion of the city attorney. A letter of notification may advise the person to whom the letter is directed of any steps to be taken to avoid future violations.~~
2. Letter of admonition. A letter of admonition may be issued when the ethics review commission finds that the violation of this chapter was minor and/or may have been unintentional, but where the circumstances call for a more substantial response than a letter of notification.
3. Letter of reprimand. A reprimand may be issued when the ethics review commission finds that a violation of this chapter was committed intentionally or through disregard of this chapter.
4. Recommend rRemoval from office. In addition to a letter of reprimand, rRemoval from office may be recommended to the ~~cit council~~City Council for action when the ethics review commission finds that a serious or repeated violation of this chapter was committed by an ~~officer~~Officer intentionally or through culpable disregard of this chapter.

E. If the ethics review commission votes to impose a sanction of a letter of notification, a letter of admonition, or a letter of reprimand, the commission shall prepare a written report of their findings,

which shall be filed with the minutes of the meeting in the office of the ~~city clerk~~City Clerk ~~and be made available on the city's website for a period of one year.~~ The ~~city attorney~~City Attorney shall draft the letter of sanction per the direction of the commission, file a copy of the letter in the employment file of the person receiving the sanctions where it shall remain as a permanent record, and send a copy of the letter to said person by both regular mail and certified mail, return receipt requested, and/or by electronic mail. ~~and mail a copy of the letter to the person receiving the sanction, certified, return receipt requested.~~

FJ. If the ethics review commission recommends the imposition of the sanction of removal from office, it shall prepare a written report containing its recommendation. The report will be sent to the ~~city clerk~~City Clerk who shall, within ~~fourteen~~14 days of receipt, place the matter on the ~~city council~~City Council agenda for discussion and action by the ~~city council~~City Council regarding the recommendation of the ethics review commission. The final authority to carry out a recommendation for removal from office shall be with the ~~city council~~City Council and shall take place in conformity with any other law or requirements for such removal. The recommendation(s) of the Ethics Review Commission may be accepted, rejected, modified or recommitted to the Commission for further action or clarification by City Council. The ~~city clerk~~City Clerk shall, within ~~fourteen~~14 days of the date of any ~~city council~~City Council action taken on a complaint, forward a copy of such action to the chair of the ethics review commission.

#### 2.92.210 – Reconsideration

A. If the Ethics Review Commission determines a violation of this chapter has occurred and imposes sanctions, the person who has received the sanctions may petition the Ethics Review Commission to reconsider the matter only if there is newly discovered evidence which was not presented to the Ethics Review Commission during the original proceedings. The person who was sanctioned may request the reconsideration by providing written notice to the City Clerk within 14 days of the date on the Ethics Review Commission's written notice regarding the sanctions. If the sanctioned party does not provide written notice to the City Clerk on or before the expiration of the 14<sup>th</sup> day following the date of the written notice of the sanctions, the decision of the Ethics Review Commission shall be final and no longer eligible for reconsideration.

Section 2. Except as herein amended, Title 2 (Administration and Personnel), all other Chapters 2.92(Ethics) of the El Paso City Code remains in full force and effect.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF EL PASO**

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Oscar Leaser, Mayor

**ATTEST:**

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Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

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Karla M. Nieman, City Attorney

**APPROVED AS TO CONTENT:**

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Cary Westin, Senior Deputy City Manager  
Economic Development & Tourism

**ORDINANCE NO.** \_\_\_\_\_  
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# Proposed Ethics Code Amendments

February 16, 2021

Title 2 (Administration and Personnel)  
Chapter 2.92 (Ethics)

Cary Westin – Senior Deputy City Manager  
Karla M. Nieman - City Attorney

# Amendments Overview

1. Re-Organization of the Ethics Code
2. Amended Definitions
3. Revisions to Code of Ethics and Standards of Conduct
4. Jurisdiction and Composition of the Ethics Review Commission
5. Streamlined Complaint process



# Re-Organization of the Ethics Code

- **Article I: Code of Ethics**
  - 2.92.010 – Purpose and Policy
  - 2.92.020 – Definitions
- **Article II: Standards of Conduct**
  - 2.92.030 – General Provisions
  - 2.92.040 – Gifts
  - 2.92.050 – Reporting Requirements
  - 2.92.060- Restrictions
  - 2.92.070 – Campaign Finances
  - 2.92.080 – Disclosure of Campaign Contributions
  - 2.92.090 – Ethics Training
- **Article III – Ethics Review Commission**
  - 2.92.100 – Purpose and Mission
  - 2.92.110 - Membership
  - 2.92.120 – Jurisdiction
  - 2.92.130 – Duties
  - 2.92.140 – Procedures
  - 2.92.150 – Advisory Opinions
  - 2.92.160 – Filing a Complaint
  - 2.92.170 – Complaint Review
  - 2.92.180 – Ex-Parte Communications
  - 2.92.190 – Hearing
  - 2.92.200 – Disposition
  - 2.92.210 - Reconsideration

# Amended Definitions

- Board (pg. 3)
- **City** (pg. 3)
- Clear and convincing (pg. 3)
- **Conducting business with the City** (pg. 3)
- **Confidential information** (pg. 3)
- Designated employee (pg. 4)
- Frivolous complaint (pg. 4)
- Honorarium (pg. 4)
- **Ministerial act** (pg. 5)
- **Newly discovered evidence** (pg. 5)
- **Resident** (pg. 5)
- **Substantial interest in a business entity** (pg. 5)

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# Due Process Code of Ethics

2.92.010-Policy and purpose. (p. 2)

Adding language that gives the public notice that the Ethics Complaint process is intended to allow residents and person's conducting business with the City an avenue to address unethical behavior.

This filing of an ethics complaint pursuant to this ordinance does not prohibit a person from availing themselves of the various remedies available under the law.

# Revisions to the Standards of Conduct



# Revisions to the Standards of Conduct

Ethics §2.92.050(G) from the current code was deleted. The provision previously read: “Officers or employees shall not knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the city ordinances, rules or regulations or the achievement of official city programs”.

# Revisions to the Standards of Conduct

New Additions:

§2.92.030(A)(2). (pg. 6)

Officers and employees shall not acquire an interest in or be affected by impending official action by the City

- Contract
- Zoning decision
- Other matter i.e. award of a solicitation

§2.92.030(A)(16) “An Officer or employee shall not intentionally or knowingly assist or induce, or attempt to assist or induce, any person to violate the provisions in this Chapter” (pg. 8)

# Revisions to the Standards of Conduct

Restrictions for lobbying or representing before City Council, a City board, or department (pg. 13-14):

- Officers (Council and Municipal Court Judges) 24 - months
- Employees with significant reporting, decision-making or advisory responsibility, City Manager and City Attorney – 24 months
- Unclassified employees (§6.2-2(H) City Charter) – 12 months  
Executive staff, salaried professional employees reporting to CM
- Former board members – 12 months



# Jurisdiction and Composition of the Ethics Review Commission



# Composition and Jurisdiction of the Ethics Review Commission

- § 2.92.110 - Membership – appointees are permitted to participate in political campaigns, or campaigns related to a City referendum or other ballot issues. Recusal provisions still applicable (pg. 19)
- § 2.92.120 – Jurisdiction (pg. 20)
  - Violations of Article II (Standards of Conduct) by Officers
  - Complaints filed within 2 years of alleged violation

# Recusal from a Hearing

## Ex parte communications

- Members of the Commission who engage in ex parte communications shall recuse themselves from participating in the hearing (pg. 23)
- Substantial Participation in campaign §2.92.190(E)(5) (pg. 24)
  - Last 12 months – fundraised/leadership role/contributed over \$500

# Procedures of the Ethics Review Commission

- §2.92.140 – Procedures (pg. 20)
  - The Commission may consolidate complaints against the same Officer that address:
    - the same incident; and/or
    - The same alleged misconduct.

# Streamlining the Complaint Process



# 5 Step Complaint Process

- 1. Filing Complaint – Residents and persons conducting business with the City
- 2. Complaint Review – initial review by City Clerk, forwarded to the City Attorney and complainant 21 days – to dismiss for lack of jurisdiction or to forward to the Commission
- 3. Hearing – Commission schedules hearing within 30 days
- 4. Disposition – dismiss the complaint or issue a violation
- 5. Rehearing – sanctioned party can request a reconsideration within 14 days of decision if new evidence is available

## 2.92.200 – Disposition

After the hearing, the Commission has 30 days to issue a decision and determine if there has been a violation.

### **Sanctions: §2.92.200(D)** (p. 26)

#### **Commission:**

1. Letter of Notification – violation is clearly unintentional
2. Letter of Admonition – violation was minor/or may have been unintentional
3. Letter of Reprimand – violation was committed intentionally or disregard of Ethics ordinance

#### **City Council:**

1. Recommendation of Removal from Office  
Charter Art II. 2.1(D) (3) Violation of Ethics Ordinance  
Art III. 3.4 Public Hearing Requirement

# Frivolous Complaints

- The Commission may determine if the complaint was frivolous
- “Frivolous complaint” means a sworn complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.
- If more than one complaint deemed frivolous within one year the complainant will not be able to file further complaints for the following 2 years. (p. 25-26)



# Questions?



# Thank You!



Legislation Text

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File #: 21-75, Version: 1

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**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**

**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.*

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.

**[POSTPONED FROM 01-19-21]**

**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?*

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.

**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

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

**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, [TriggsEK@elpasotexas.gov](mailto:TriggsEK@elpasotexas.gov)

**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 15<sup>th</sup>; 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:**

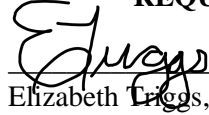
N/A

**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 15<sup>th</sup>; 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 Leaser  
Mayor

### **ATTEST:**

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

### **APPROVED AS TO FORM:**

\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

### **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. CAC Charge: The charge on residential and commercial customers’ monthly utility bills, the proceeds from which are used to fund the Conservation and Energy Efficiency Program;
2. Regulatory Body: 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. Residential Customers: 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. Commercial Customers: 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.

<b>Residential Customers</b>	<b>Commercial Customers</b>
CAC Fixed Charge = <u>BCD + BA</u>	CAC Volumetric Charge = <u>BCD + BA</u>
NB	NV

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. APPLICABILITY**

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**

<u>Rate Schedule</u>	<u>Customer Class</u>	<u>*Monthly Conservation 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.

## TEXAS GAS SERVICE ENERGY EFFICIENCY PROGRAM-INITIAL TARIFF FILING MEMORANDUM

**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.

**Energy Efficiency Program Administrative Budget**

<b>Expense Indicator</b>	<b>Budget</b>	<b>Description</b>
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	

**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.

**Regulatory Expenses:** 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 Proposed	
Program	Rebate Amount	Rebate Count	Budget
<b>Commercial - Gas Sales &amp; Standard Transportation</b>			
<u>Commercial Rebates</u>			
	14% (.82-.86 EF) or 20% (>.87 EF) of water heater system >75,000 BTUs	4	1,800
Water Heating System Tankless or Super High-Efficiency Natural Gas Water Heater: ≥ .82 UEF	\$600	10	6,000
Solar Water Heater with Natural Gas Backup	20% of installed cost	1	1,225
Natural Gas Dryer with Moisture Sensor Program	\$225	7	1,575
Food Service Equipment Programs: EnergyStar griddles, fryers, convection ovens and steam cookers	\$400	11	4,400
Converted Natural Gas Vehicle	\$3,000	1	3,000
Commercial Refueling Station	\$2,000	1	2,000
<b><u>Total Commercial Rebates</u></b>			<b>\$ 20,000</b>
<u>Direct Install Programs (Measures)</u>			
Weather Stripping	\$8/ft.	18,297	146,376
Low-Flow Handheld Showerhead	\$21	345	7,245
Low-Flow Fixed Showerhead	\$13	255	3,315
Low-Flow Faucet Aerator	\$13	2,000	26,000
Pre-Rinse Spray Valve	\$140	9	1,260
Dryer Smart	\$1,200	4	4,800
Steam Trap Replacement	\$400	40	16,000
Custom		-	
<b><u>Total Direct Install Programs (Measures)</u></b>			<b>\$ 205,000</b>
<b>Total Commercial - Gas Sales &amp; Standard Transportation</b>			<b>\$ 225,000</b>

		2021-2023 Proposed	
Program	Rebate Amount	Rebate Count	Budget
<b>Residential</b>			
<b>Residential New Construction</b>			
<u>Water Heating Programs</u>			
Tankless or Super High-Efficiency Natural Gas Water Heater: ≥ .81 UEF or ≥ .82 TEF	\$400	125	\$ 50,000
Solar Water Heater with Natural Gas Backup	\$750	50	\$ 37,500
<u>Range Programs</u>			
Freestanding Combined Natural Gas Cooktop and Natural Gas Oven	\$100	50	\$ 5,000
Installation of New Natural Gas Range Stub	\$100	30	\$ 3,000
<u>Heating Programs</u>			
Natural Gas Furnace: 92% AFUE or higher	\$675	50	\$ 33,750
<u>Natural Gas Dryer Programs</u>			
Natural Gas Dryer with Moisture Sensor	\$225	125	\$ 28,125
Natural Gas Dryer Stub	\$300	75	\$ 22,500
<b><u>Total New Construction Rebates &amp; Incentives</u></b>		505	<b>\$ 179,875</b>
<b>Residential Rebates &amp; Incentives</b>			
<u>Water Heating Programs</u>			
Tankless or Super High-Efficiency Natural Gas Water Heater: ≥ .81 UEF or ≥ .82 TEF	\$650 Retrofit	160	\$ 104,000
Solar Water Heater with Natural Gas Backup	\$750	75	\$ 56,250
<u>Heating Programs</u>			
Annual Natural Gas Furnace Tune-Up	\$40	80	\$ 4,800
Natural Gas Furnace: 92% AFUE or higher	\$675	160	\$ 108,000
<u>Range Programs</u>			
Natural Gas Range	\$100	80	\$ 8,000
Installation of New Natural Gas Range Stub	\$100	55	\$ 5,500
<u>Natural Gas Dryer Programs</u>			

		2021-2023 Proposed	
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
<u>Home Improvement Programs</u>			
Wi-Fi Thermostat	\$25	30	\$ 750
Mail Out Kits: 2 showerheads, 3 faucet aerators	\$16.52	1,750	\$ 28,910
<b><u>Total Residential Retrofit Rebates &amp; Incentives</u></b>		<b>2,710</b>	<b>\$ 750,460</b>
 <b>Low-Income Free Equipment:</b> Range, Water Heater, Furnace, Dryer, Code Compliance			
<b>Total Residential</b>			<b>\$ 1,400,460</b>
<b>Education Expenses</b>			<b>\$ 325,000</b>
<b>Administrative Expenses</b>			<b>\$ 325,000</b>
<b>Grand Total</b>			<b>\$ 2,275,460</b>





Item 40

# West Texas Energy Efficiency Program

Texas Gas Service

Goal 8: Nurture and Promote a Healthy, Sustainable  
Community





# Texas Gas Service®

*A Division of ONE Gas*

## West Texas Energy Efficiency Program Proposal

Jasmine King-Bush, Energy Efficiency Program Supervisor  
Liz O'Hara, Community Relations Manager



# Texas Gas Service Energy Efficiency Program

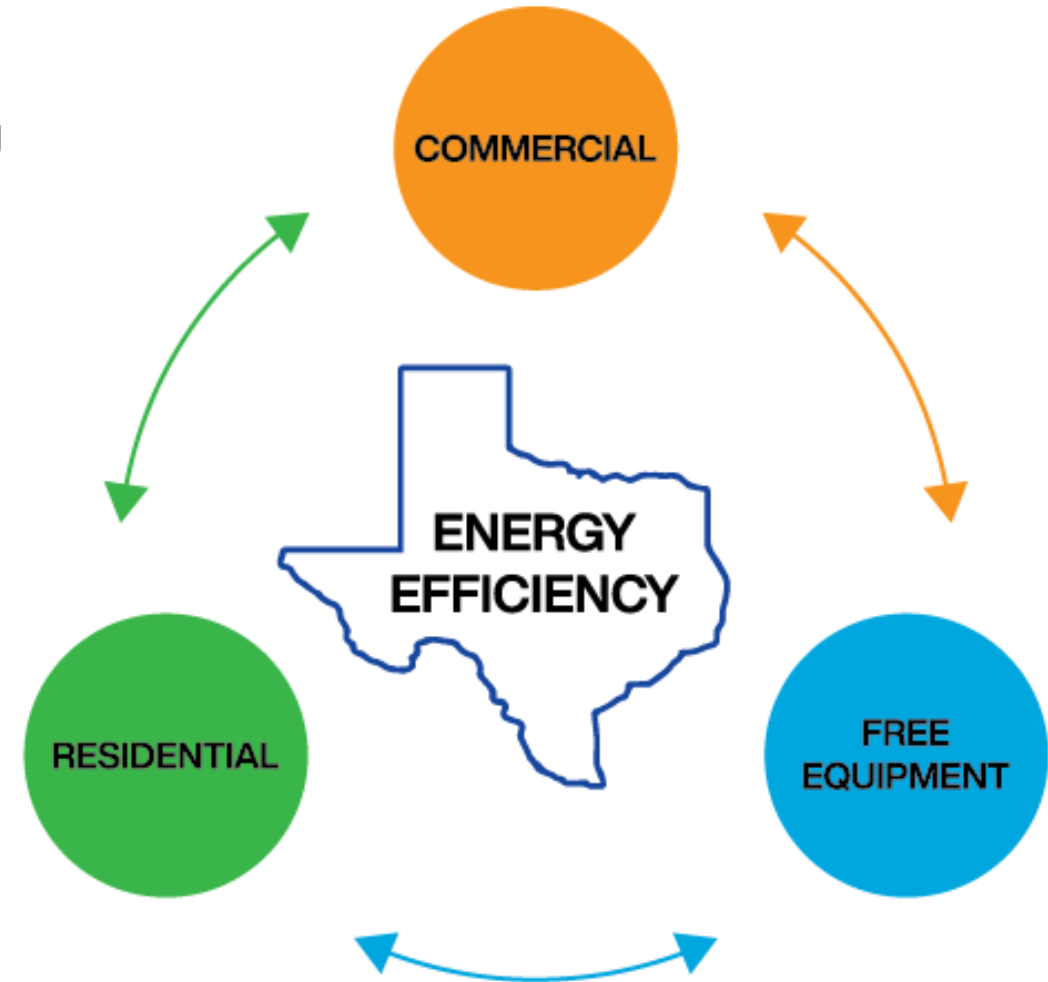
## Proposed Program Offering

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 4<sup>th</sup> 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.







# **Texas Gas Service Energy Efficiency Program**

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## 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

# Texas Gas Service Energy Efficiency Program

## 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



# Texas Gas Service Energy Efficiency Program

## 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



# Texas Gas Service Energy Efficiency Program

## 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

**DON'T LET YOUR MONEY GO DOWN THE DRAIN.**

If you're a Texas Gas Service Commercial customer, our technicians can install energy- and water-saving upgrades **at no cost to you** to help you save money and energy.

 <p>Low-flow aerators reduce water use by approximately <b>50 percent.</b></p>	 <p>Energy-efficient showerheads can save over <b>\$100/year.</b></p>
 <p>Pre-rinse spray valves can save up to <b>\$200/year</b> for each valve installed.</p>	 <p>Weatherstripping can save over <b>\$100/year</b> per door.</p>

These devices save energy by reducing the need to heat water, so your business or facility must use a natural gas water heater to be eligible.

**GET FREE UPGRADES FOR YOUR BUSINESS TODAY.**

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 **Texas Gas Service.**  
A Division of ONE Gas



# Texas Gas Service Energy Efficiency Program

## 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
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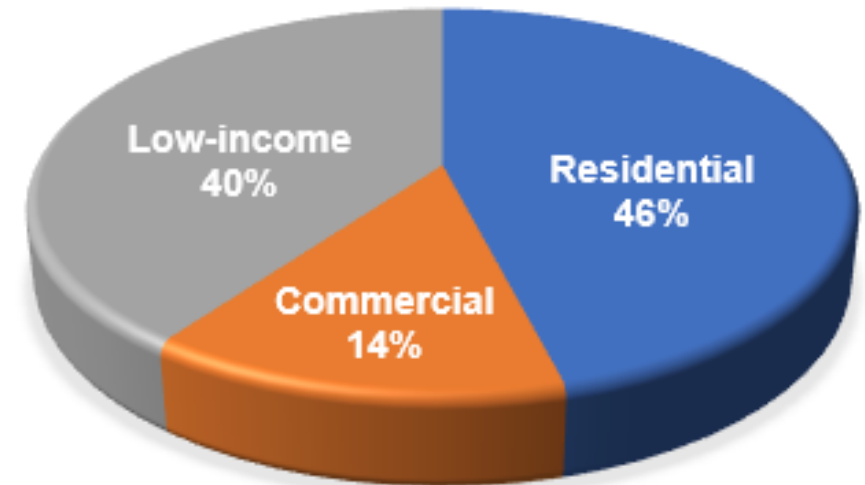
# Texas Gas Service Energy Efficiency Program

## 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



# Texas Gas Service Energy Efficiency Program

## 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**
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- 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

# Texas Gas Service Energy Efficiency Program

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## 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?

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## 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 30

# West Texas Energy Efficiency Program

Proposed by Texas Gas Service

Goal 8: Nurture and Promote a Healthy, Sustainable  
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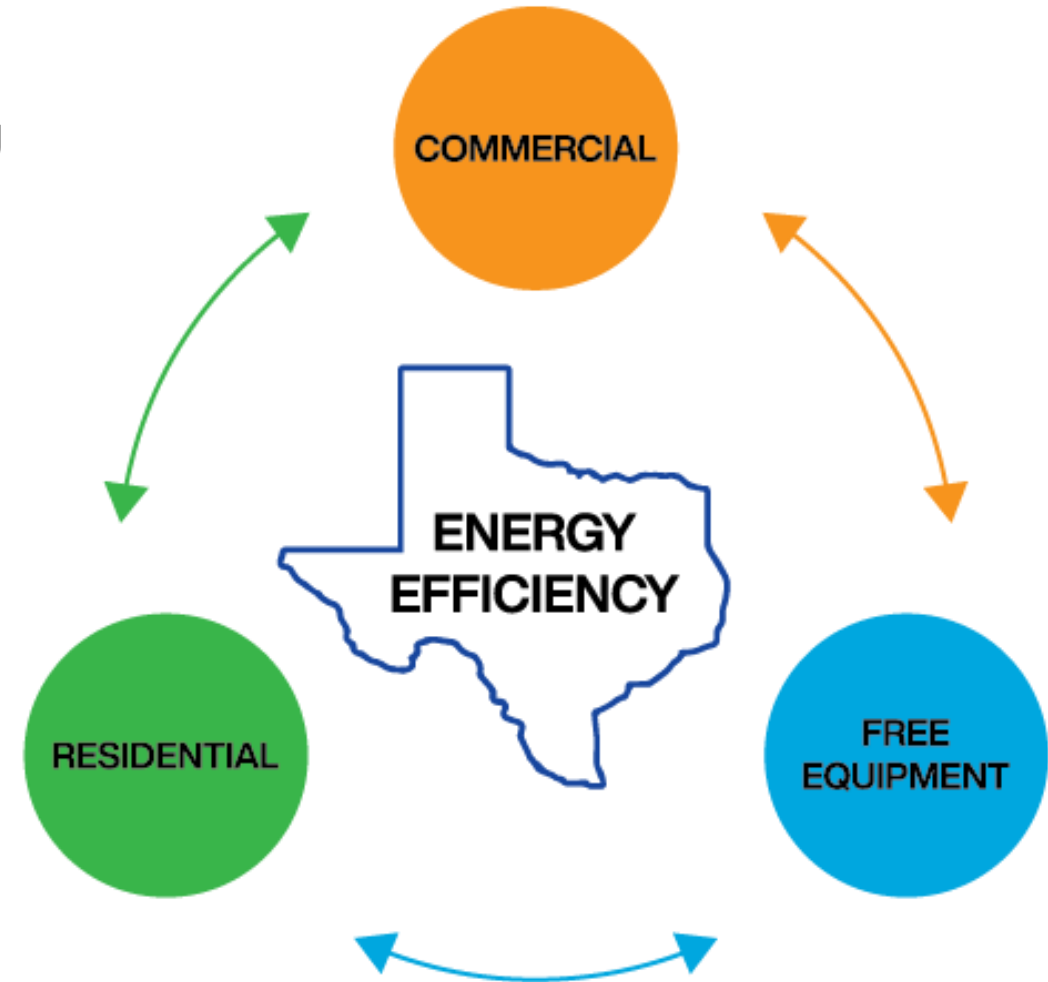
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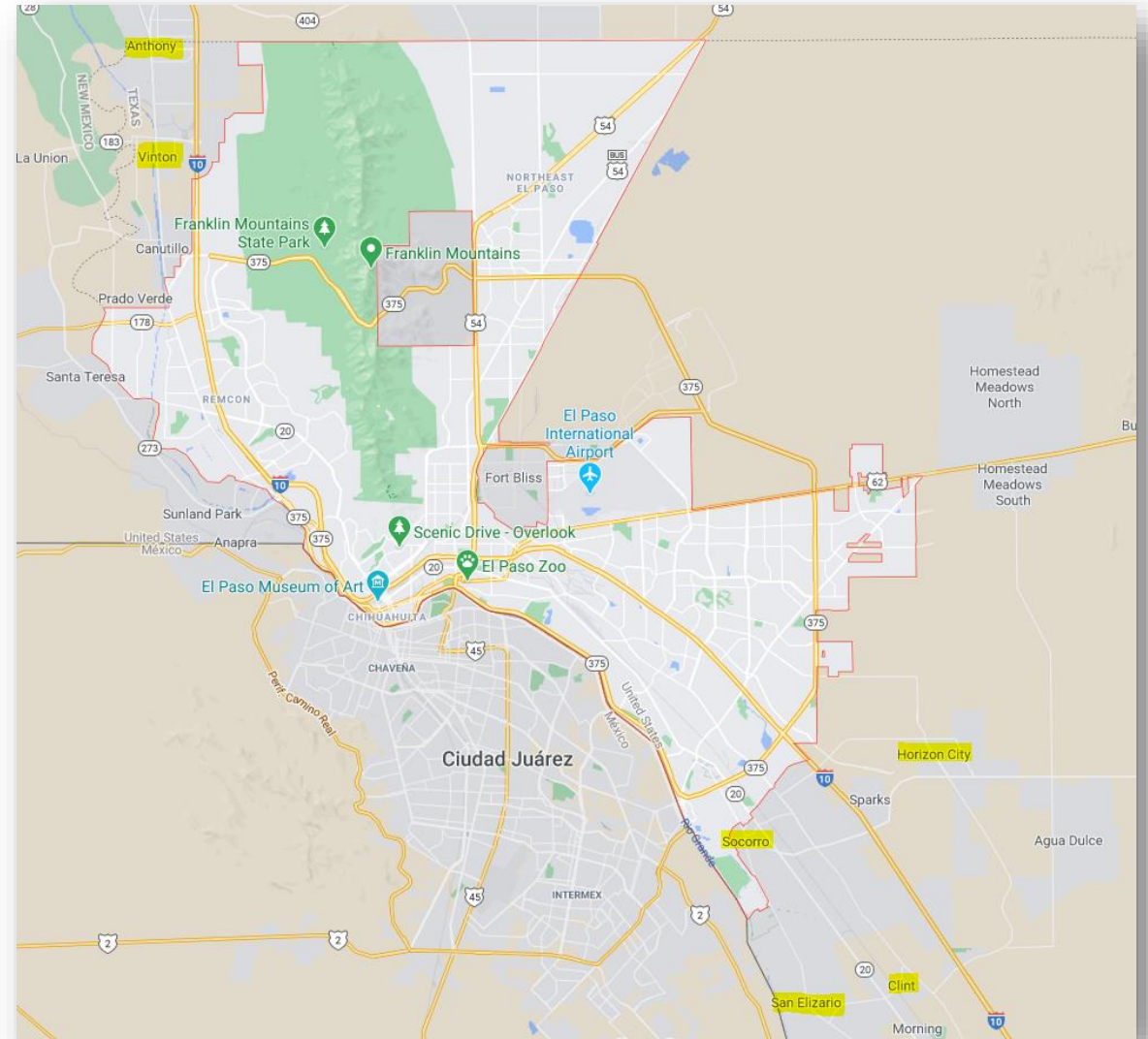


# Texas Gas Service Energy Efficiency Program

## 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



# **Texas Gas Service Energy Efficiency Program**

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## Residential Program Rebates

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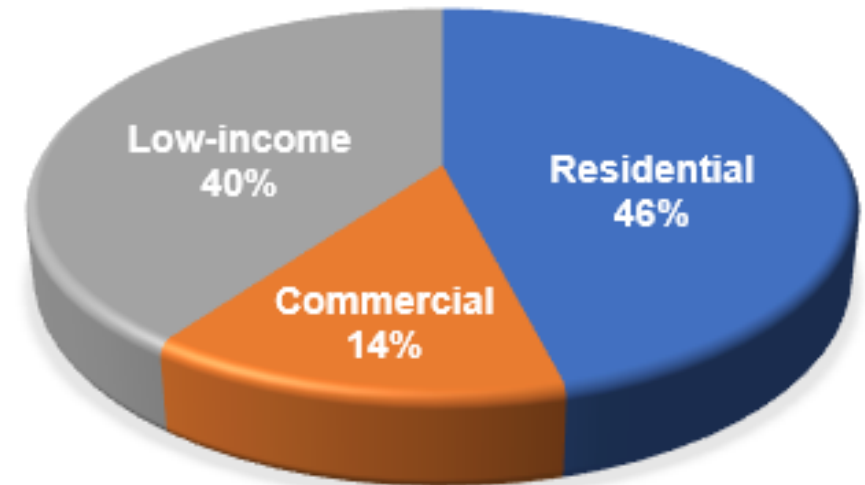
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Legislation Text

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**File #:** 21-188, **Version:** 1

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

**All Districts**

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

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

**STRATEGIC GOAL:**

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

**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.*

Discussion and action on a Street Infrastructure Comprehensive Update Presentation.

**BACKGROUND / DISCUSSION:**

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

This presentation will include information on the following:

- Current Funded Programs
  - 2012 Street CIP
- Pavement Condition Index Update
- MPO and CDBG Projects
- Street Operations Update
- Detailed Program slides for Resurfacing, Reconstruction, Capital Plans

**PRIOR COUNCIL ACTION:**

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

June 26, 2012 - El Paso City Council approved the 2012 Street CIP

March 8, 2016 - El Paso City Council approved the recalibration of street projects

August 7, 2017 - El Paso City Council approved accelerating the resurfacing program and to reallocate \$21.6 million to resurface arterial candidates

December 18, 2017 - El Paso City Council approved accelerating the reconstruction program

**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?*

\$218,400,000 - Certificates of Obligation

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

**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 Department

**AGENDA DATE:** February 16, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., City Engineer, 212-0065

**DISTRICT(S) AFFECTED:** ALL

**STRATEGIC GOAL:** No. 7: Enhance and Sustain El Paso's Infrastructure Network

**SUBJECT:**

Discussion and action on a Street Infrastructure Comprehensive Update Presentation.

**BACKGROUND / DISCUSSION:**

This presentation will include information on the following:

- Current Funded Programs
  - 2012 Street CIP
- Pavement Condition Index Update
- MPO and CDBG Projects
- Street Operations Update
- Detailed Program slides for Resurfacing, Reconstruction, Capital Plans

**SELECTION SUMMARY:**

N/A

**PROTEST**

☐ 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.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4

- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

**PRIOR COUNCIL ACTION:**

June 26, 2012 – El Paso City Council approved the 2012 Street CIP

March 8, 2016 – El Paso City Council approved the recalibration of street projects

August 7, 2017 – El Paso City Council approved accelerating the resurfacing program and to reallocate \$21.6 million to resurface arterial candidates

December 18, 2017 – El Paso City Council approved accelerating the reconstruction program

**AMOUNT AND SOURCE OF FUNDING:**

\$218,400,000 – Certificates of Obligation

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

*Gvette Hernandez*

For Sam Rodriguez





# Street Infrastructure Comprehensive Update

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

February 16, 2021



# ACTIVE STREET AND CAPITAL PROGRAM STATUS

- A. Active – Current Funded Programs**
  - 2012 Street CIP
    - Resurfacing Update
- B. Pavement Condition Index Update**
  - Website
  - Surface Treatments
  - New Technology/Methods (cost vs. impact)
- C. MPO and CDBG Projects**
- D. Street Operations Update**
- E. Detailed Program slides**
  - 2012 Street CIP
    - Resurfacing
    - Reconstruction
  - \$3M Collector Resurfacing
  - \$7M Residential Resurfacing
  - Capital Plans
    - 2017/2018/2019/2020

# Streets: High Priority



# Public Investment Since 2017 & Beyond

## STREETS

Spent \$46M on Streets  
since April 2020

**NOW...**

INVESTED  
**\$135M**  
SINCE 2017

PROJECTING  
TO INVEST  
**\$47M**  
IN CALANDER  
YEAR 2021

EXPENDITURES  
OF **\$80M**  
FROM FY 22 TO 23

TOTAL OF STREET  
EXPENDITURES OF  
**\$262M**  
FROM FY 17 TO 23

**\$127M**  
EXPENDED  
ON STREETS  
IN THE NEXT  
**2 YEARS**

**\$262M**  
IN 7 YEARS  
**505%**  
INCREASE  
PER AVG YEAR

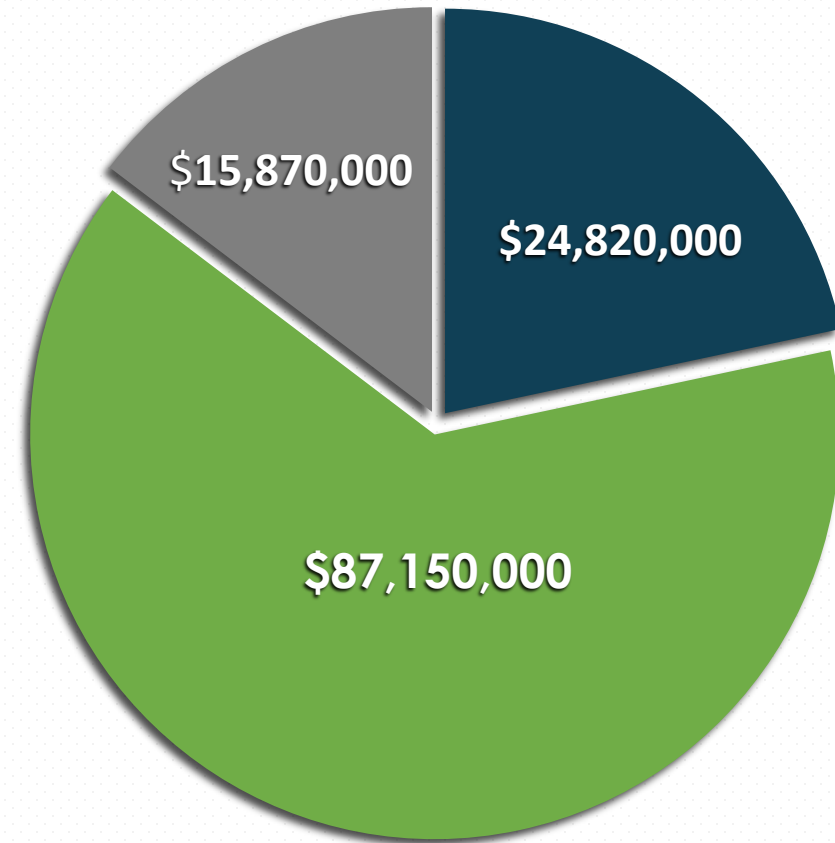


# Street Investment per Type

**\$127 M** Projected Investment  
through FY 23

Fund	Type	Amount
2012 Street	Resurfacing	\$ 7,320,000
2012 Street	Reconstruction	\$ 17,100,000
2017 Capital Plan	Reconstruction	\$ 3,070,000
2017 Capital Plan	Traffic Safety	\$ 920,000
2018 Capital Plan	Reconstruction	\$ 16,820,000
2019 Capital Plan	Traffic Safety	\$ 9,090,000
2020 Capital Plan	Reconstruction	\$ 4,610,000
\$7M - FY21-23	Resurfacing	\$ 7,000,000
\$3M FY 20-23	Resurfacing	\$ 10,500,000
Federal Grants	Reconstruction	\$ 45,550,000
Federal Grants	Traffic Safety	\$ 2,560,000
TXDOT HSIP	Traffic Safety	\$ 3,300,000
<b>TOTAL</b>		<b>\$ 127,840,000</b>

## Street Investment Through FY 23

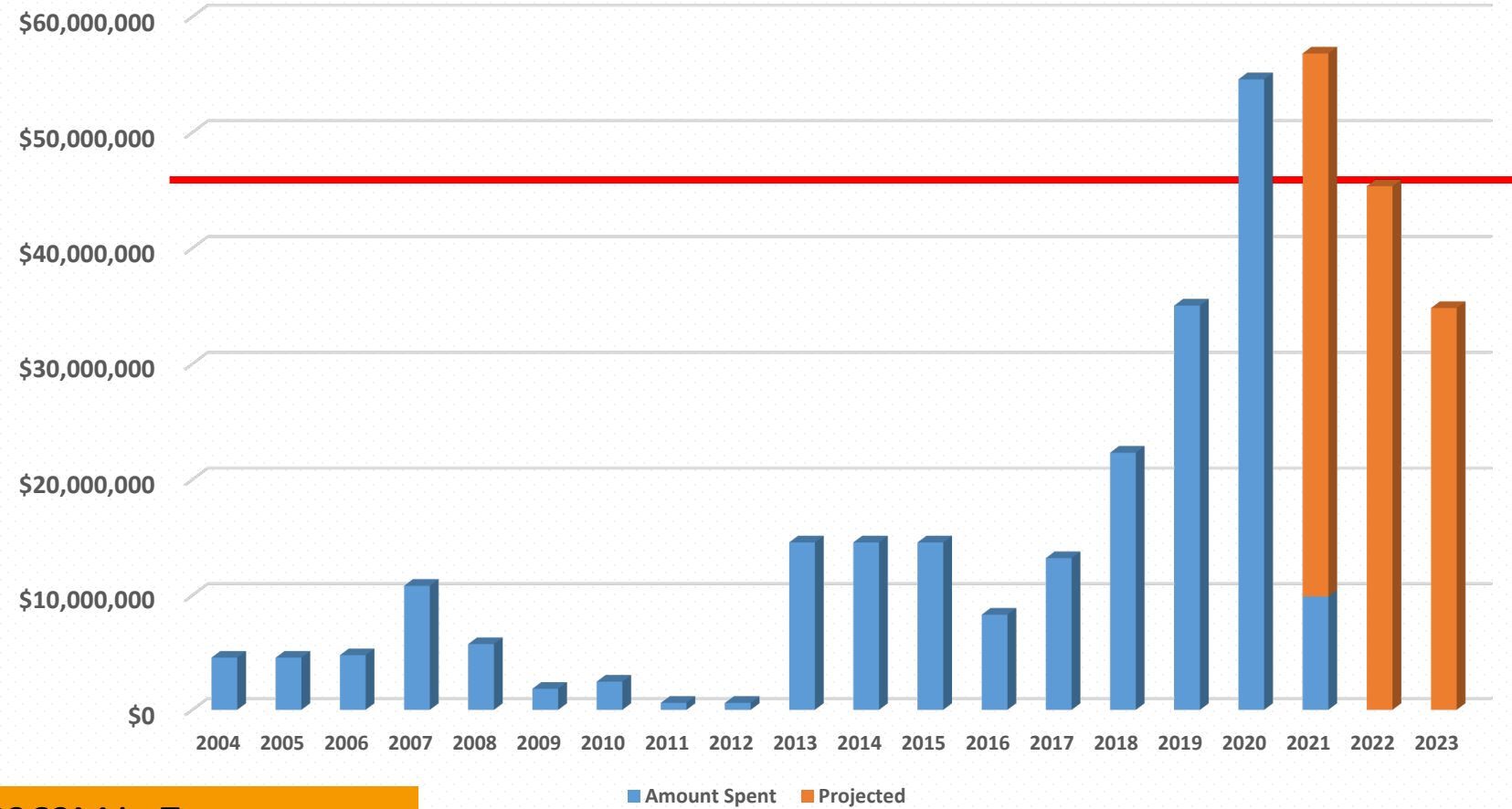


■ Resurfacing ■ Reconstruction ■ Traffic Safety

# Street Investment Per year

**\$127M**  
Projected  
Investment  
through FY23

Funds Expended Yearly on Streets



**\$74M in  
10 years**

**\$262M in 7 years  
505 % increase per avg  
year**

# 2012 Street CIP



- June 26, 2012: City Council approved \$218.4 M for street improvements

THEN...

- Little initial progress in implementation
  - -Between 2012 to 2016, only one project completed
  - -Only \$52 M spent between 2013-2016 (4 years)

- March 8, 2016: City Council CIP recalibration
  - ✓ Observations and input from public
  - ✓ Dedicated funding for specific street improvements
  - ✓ Greater Council oversight of CIP implementation
- August 7, 2017: Council approved expediting arterial resurfacing (Transferred \$21.8 M from Reconstruction to Resurfacing Top 25 Arterials)
- December 18, 2017 Council approved expediting reconstruction projects
- Pre-Covid, on schedule to complete by 2021



# History

Little initial progress on CIP implementation; one project completed between 2012 and 2016.

- June 26, 2012: City Council approved \$218.4 M for street improvements
- March 8, 2016: City Council CIP recalibration
  - ✓ Observations and input from public
  - ✓ Dedicated funding for specific street improvements
  - ✓ Greater Council oversight of CIP implementation
- August 7, 2017: Council approved expediting arterial resurfacing (Transferred \$21.8 M from Reconstruction to Resurfacing Top 25 Arterials)
- December 18, 2017 Council approved expediting reconstruction projects

Status	3/8/16	12/18/17	2/14/19	6/1/19	10/1/19	2/25/20	7/23/20	8/28/20	9/30/20	12/11/20	1/13/21
Completed	2	10	18	21	21	27	34	35	37	39	43
Construction	6	7	25	27	34	36	25	24	22	20	16
Design	10	27	22	17	10	2	0	0	0	0	0
Programmed	47	21	0	0	0	0	0	0	0	0	0
Deferred	0	0	0	0	0	0	6+1 NTMP	6+1 NTMP	6+1 NTMP	6+1 NTMP	6+1 NTMP
<b>TOTAL</b>	<b>65</b>	<b>65</b>	<b>65</b>	<b>65</b>	<b>65</b>	<b>65</b>	<b>65</b>	<b>65</b>	<b>65</b>	<b>65</b>	<b>65</b>

Recalibration  
Expedite 21 Projects

## Street CIP Resurfacing Update – City wide

### Active Street Resurfacing Projects:

1. 2012 Street CIP for Street Resurfacing – **98.7% complete**  
All remaining streets under contract
2. Arterial Resurfacing Program – **95 % complete**  
Pending completion of Hawkins from I-10 to gazelle

### Progress on Active Street Resurfacing Projects:

- 2012 CO's - 370 Streets Completed – 4 locations in progress or programmed (To be completed within 2021)
- Arterial Program - **7** completed and **1** in progress



## Street CIP Resurfacing– City wide

### \$7 M Residential

#### FY 19 and 20 Program :

- 39% Residential streets complete
- Residential Program - **41** streets completed – **63 Locations to be programmed**
- FY 2020 deferred to FY 2022
- FY 2021- FY 2022 deferred to FY 2023 – FY 2024

All remaining streets Deferred from FY 2019 and FY 2020

### \$3 M Collectors Fee

- 100% complete for FY 2020 – 100% Complete (
- FY 21 – 23: **8** Roads Programmed (On Schedule)

# PCI

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# PCI – What is it?

- Pavement Condition Index (PCI) is data used to assess the general condition of pavement
- The data is used as a tool for initial prioritization
- Requires regular evaluation to updating conditions
- Provides forecasting which can assist and plan needed future improvements



# El Paso Results

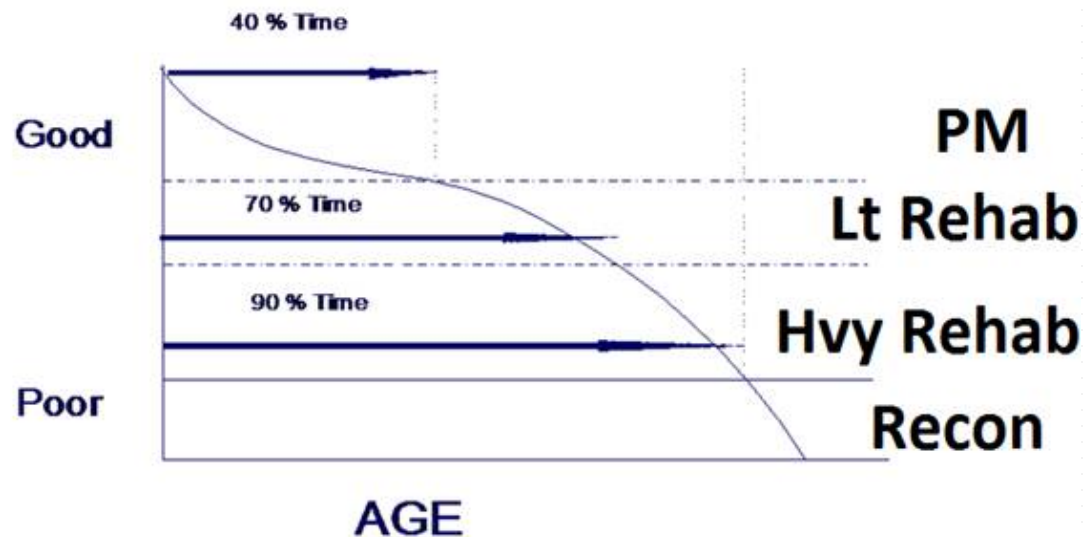
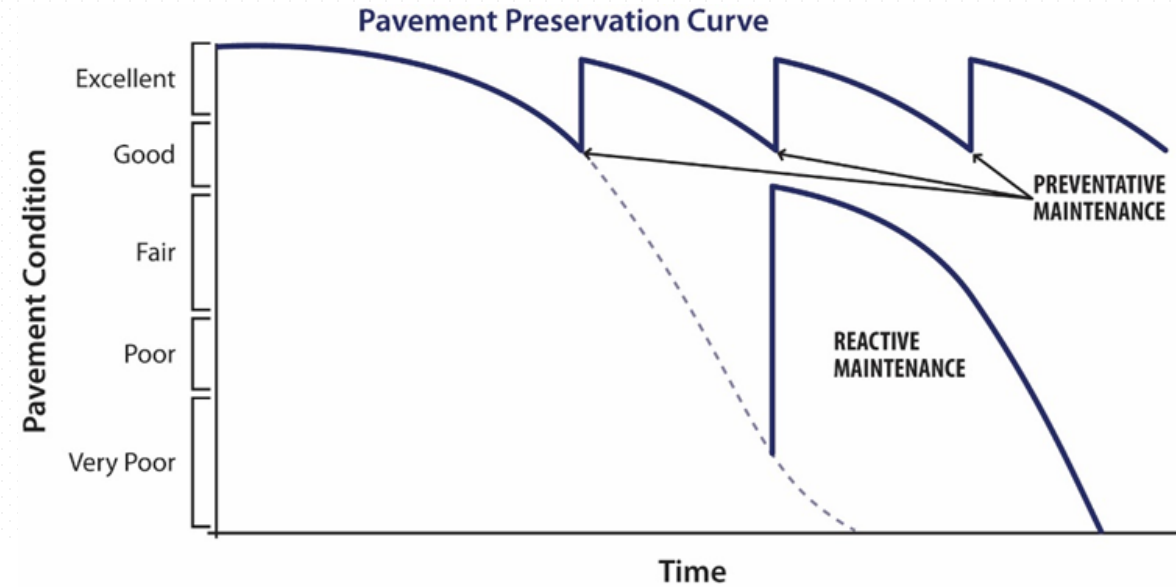
PCI Range	Condition Description	Percent of Network
86-100	Good	26.75%
71-85	Satisfactory	22.72%
56-70	Fair	17.06%
41-55	Poor	17.59%
26-40	Very Poor	10.46%
11-25	Serious	5.00%
0-10	Very Serious	0.42%
	TOTAL	100%

**49.5% is Satisfactory or higher**  
**50.5% is Fair or below**

## Best Practices

- Useful life of a road is 25 years
- 4% of the street inventory every year
- Average PCI at 70 or above should be our goal
- Spend a portion of the budget to keep good pavement in good condition
- Have a plan to bring poor roads to fair condition and above
- Find cost effective treatments at designated times to provide desired level of service

# Best Practices



SEALS/CRACK SEALS

MILL AND OVERLAY

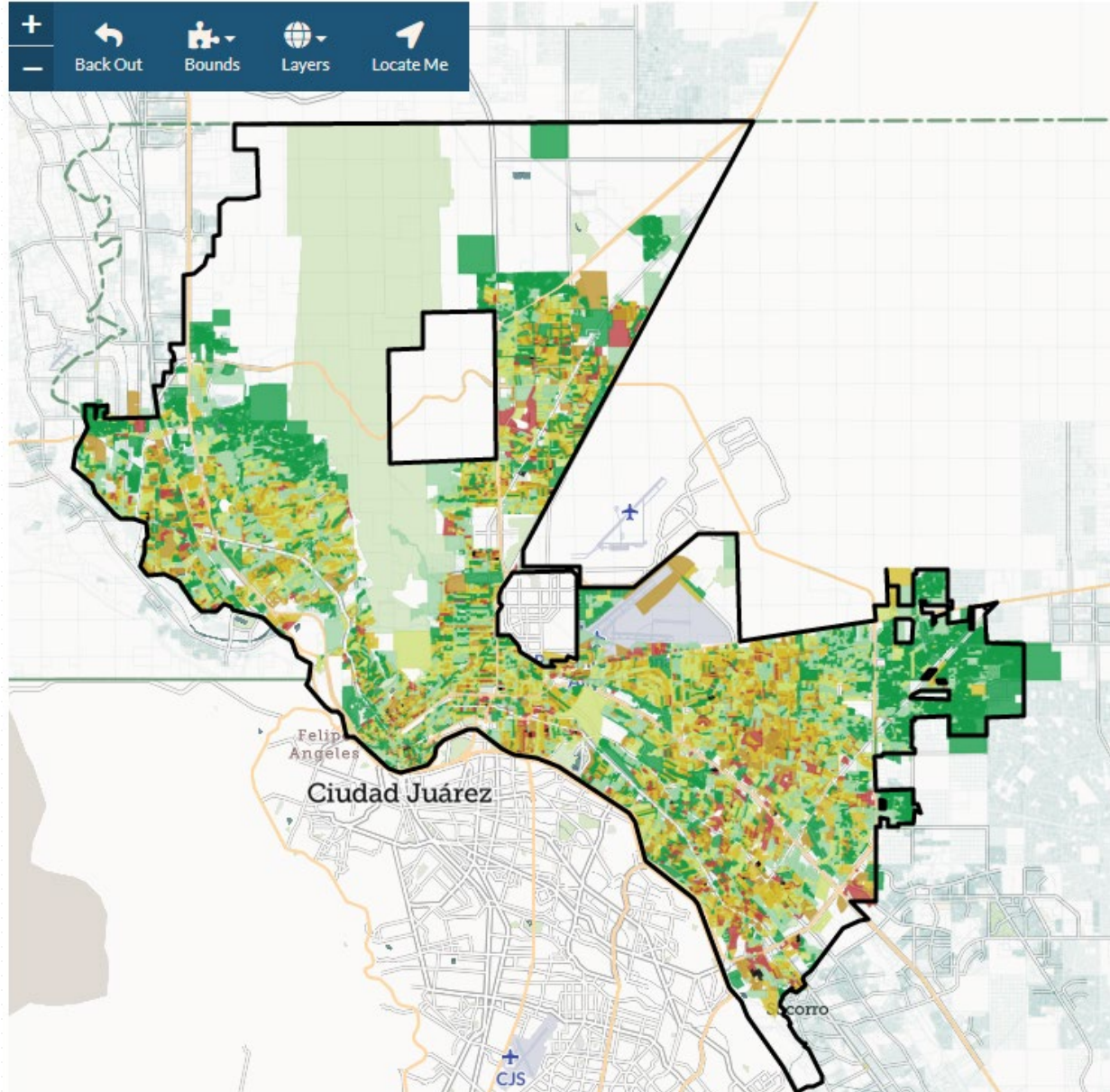
SPOT FULL DEPTH REPAIRS AND MILL AND OVERLAY

RECONSTRUCTION



# Street High Priority

- **Street Maintenance is a high priority for our community**
- **The inventory for roads in the City shows 2,500 centerline miles**
  - **\$44 Million is the estimated annual investment in order to keep the street Pavement Condition Index of 70 (out of 100)**
- **City Council Approvals**
  - **August 2018- City Council Approved \$7M Annual Program for Residential.**
  - **December 2019 - City Council approves a dedicated \$3M Annual for street resurfacing from PSB Infrastructure Franchise Fee**



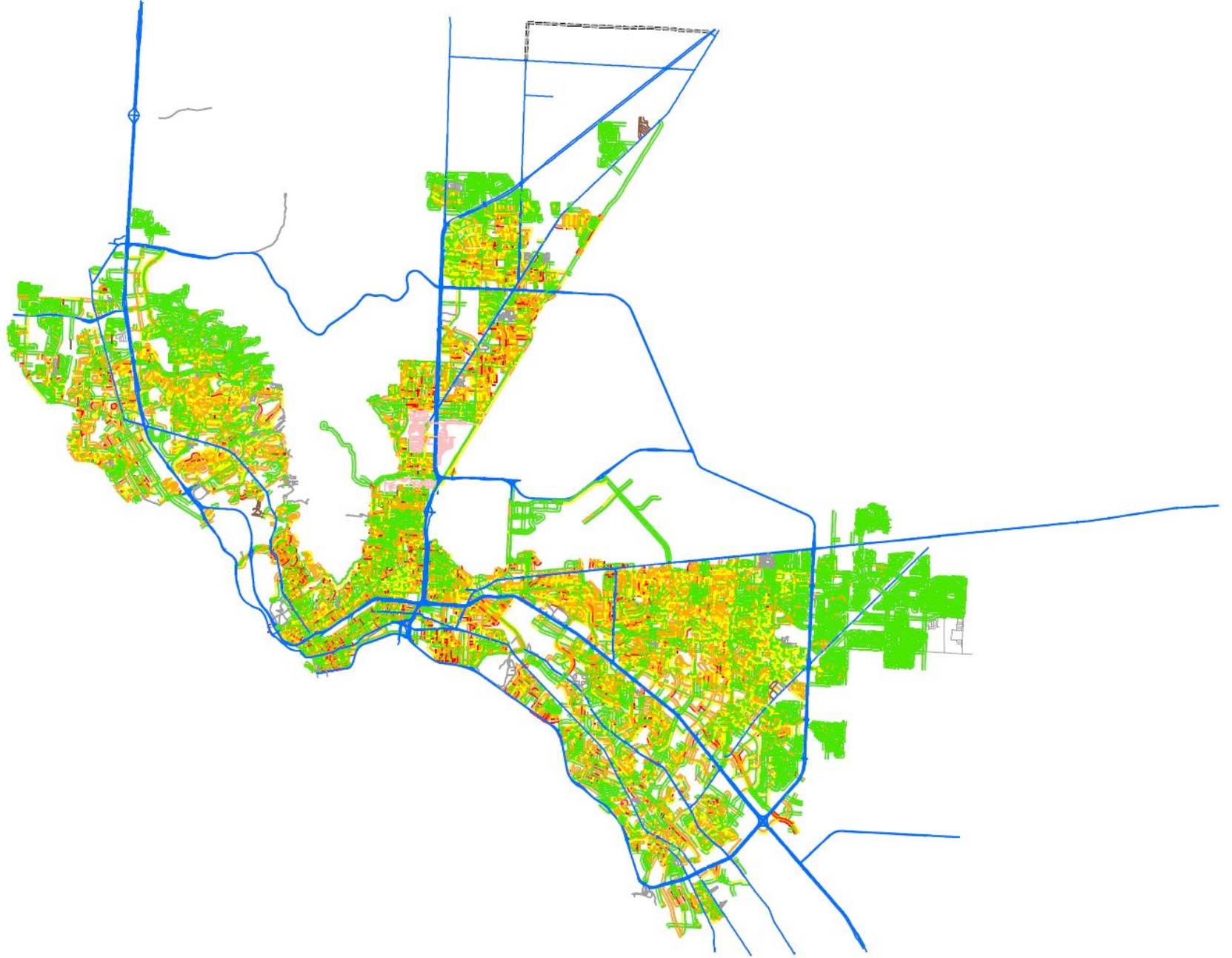
## Pavement Conditions Map

- Type in an address to search or freely navigate
- See PCI city-wide by adjacent parcel
- Average PCI at 70 or above should be our goal

■ <https://storymaps.arcgis.com/stories/dd6e2e3f4615447793e47a4f2cbfc575>

# Historical Information

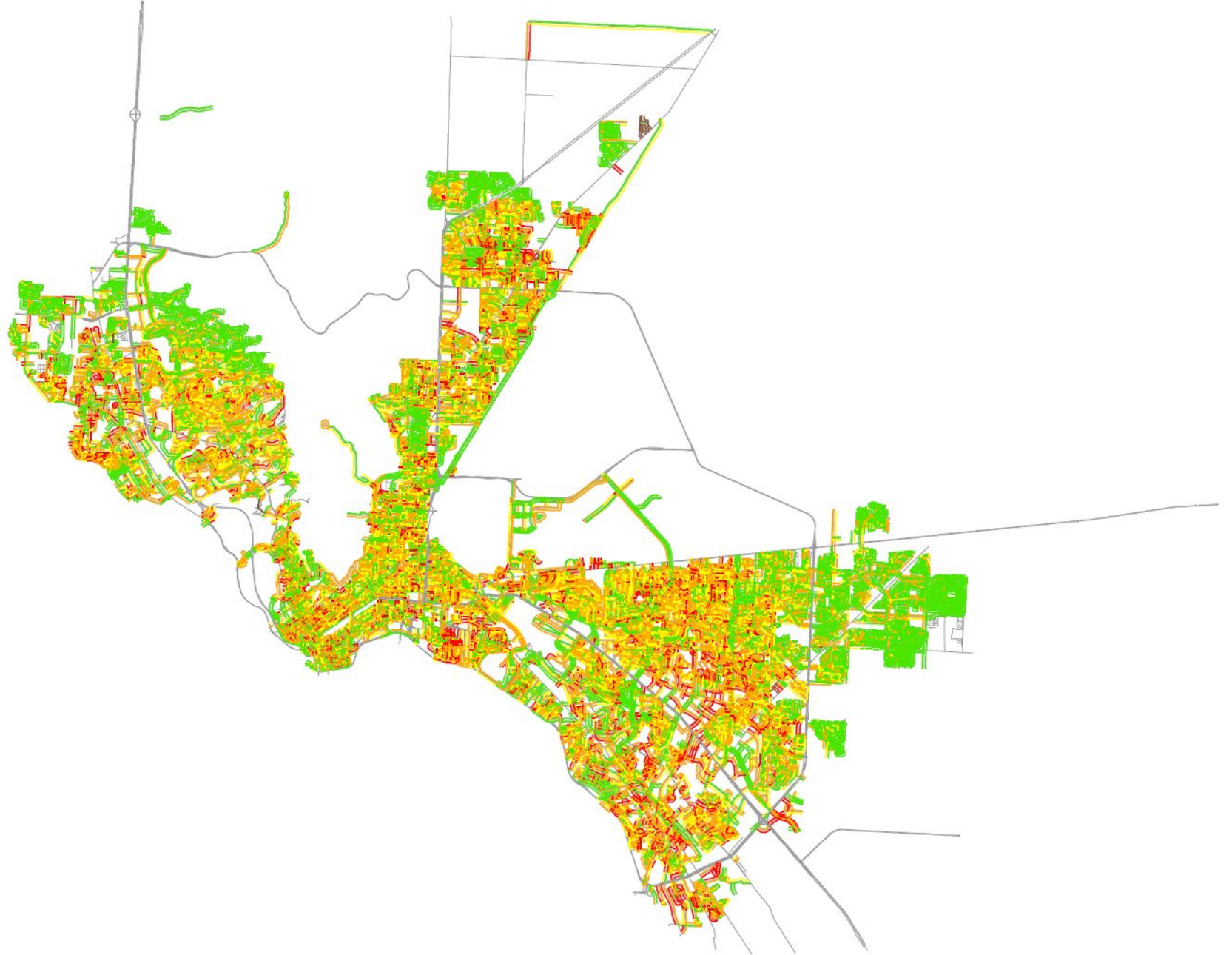
**2008 PCI =  
75.54 avg.**



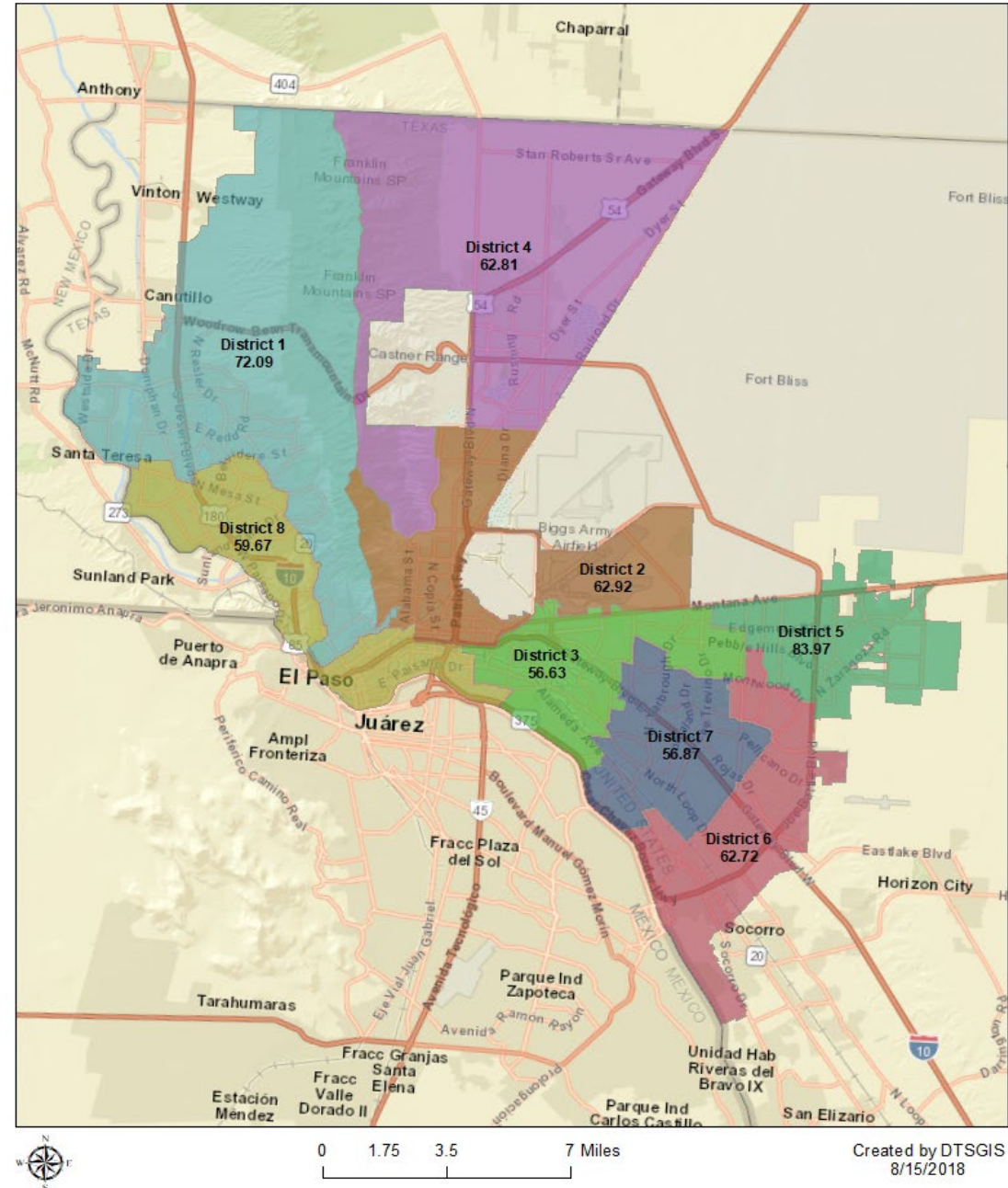


# PCI

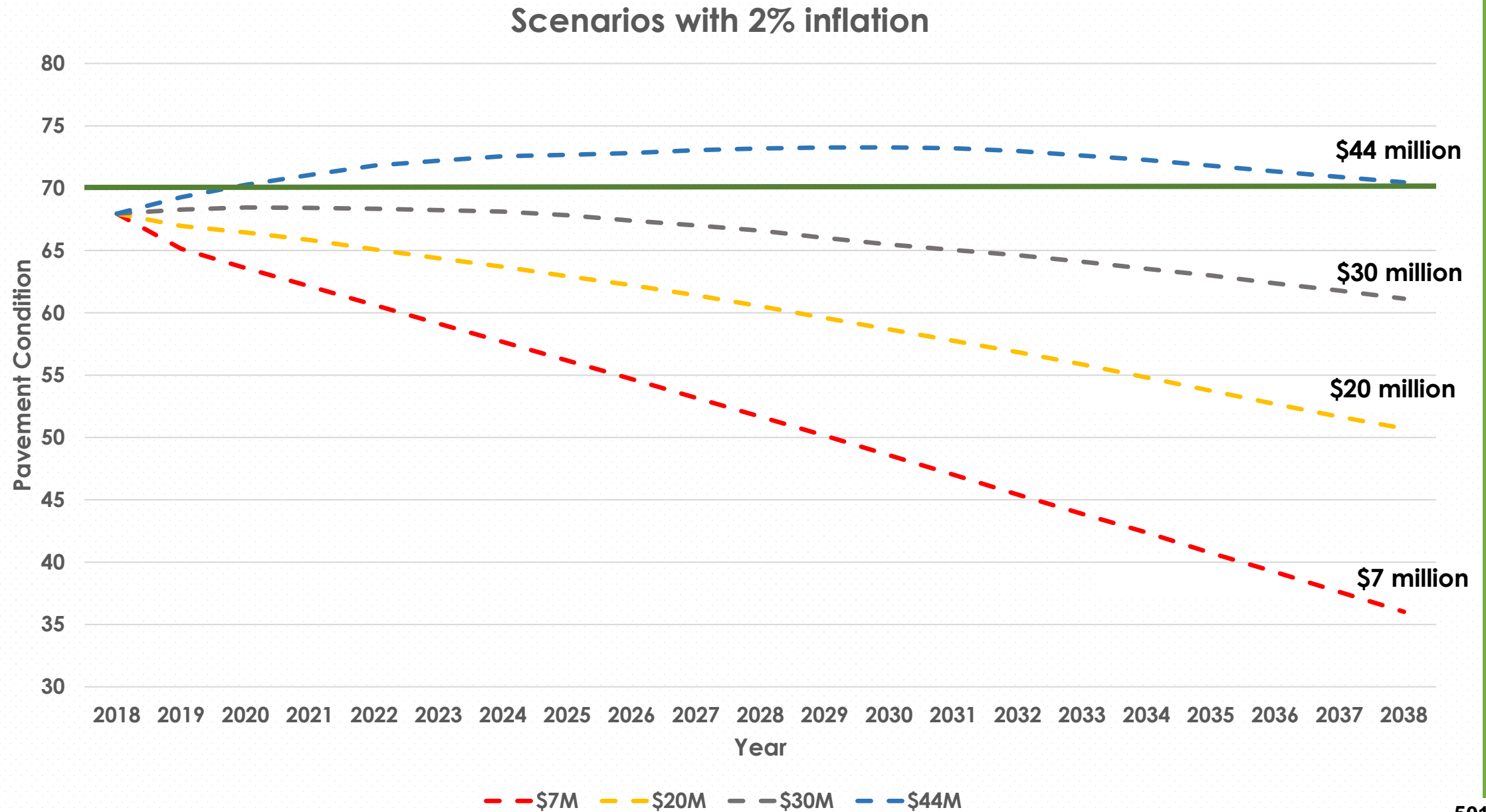
**2018 PCI =  
65.42 avg.**



District	Average PCI
1	72.09
2	62.92
3	56.63
4	62.81
5	83.97
6	62.72
7	56.87
8	59.67



# Scenarios



# Alternative Surface Treatment Tools

CID and SAM staff are reviewing alternative programs for street surface treatments such as Slurry Sealing, Pressure Sealing, and HA5

- These treatments are used to preserve the surfaces of **newer** roadways that are still in a **Good** PCI rating
- Example – For a standard residential street you can expect a 25 year useful life – meaning at the 25 year point the street will require either resurfacing or reconstruction, depending on surface and sub-surface deterioration.
- When an alternative surface treatment is applied, it effectively restores the pavement condition back to PCI back ranges of 90-100; this effectively **buys** additional useful life for a street and can push back the need for resurfacing into the future up to seven years

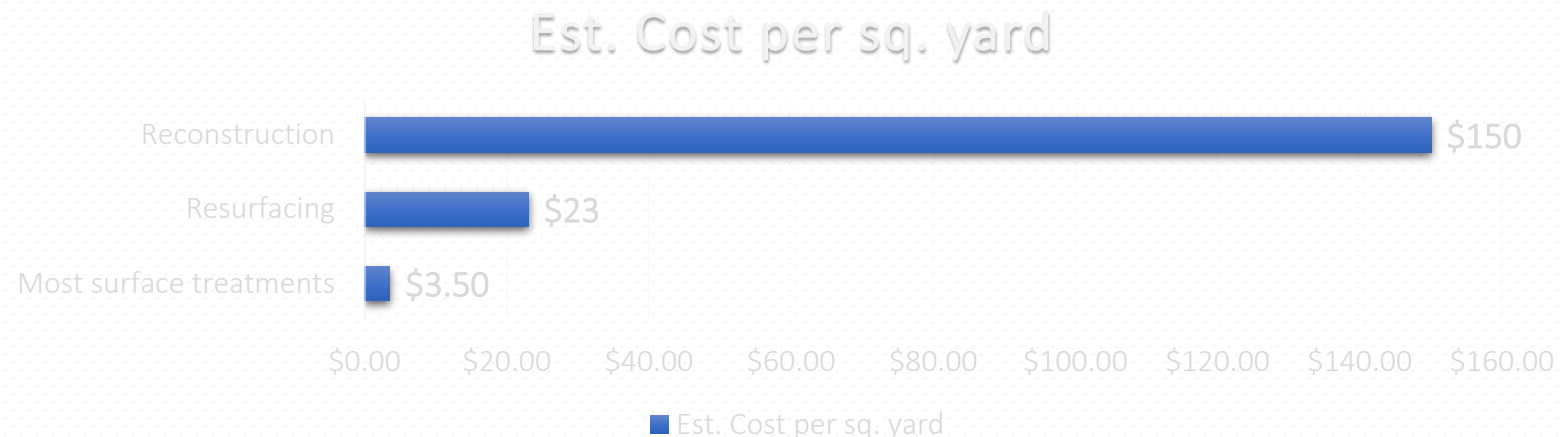




# Alternative Surface Treatment Tools

CID and SAM staff are reviewing alternative programs for street surface treatments such as Slurry Sealing, Pressure Sealing, and HA5 (Cont'd)

- Comparison on Costs:
  - surface treatments are estimated at \$3.50/SQYD; compared to resurfacing with is presently at \$23/SQYD and reconstruction which is estimated at least \$150/SQYD
- In present day dollars, if a surface treatment were applied to a 100 mile stretch of residential roadway it would cost approximately \$6.5 million
- But if done, it would push back the need to spend up to \$41.3 million to resurface that same portion by as many as seven years



# MPO

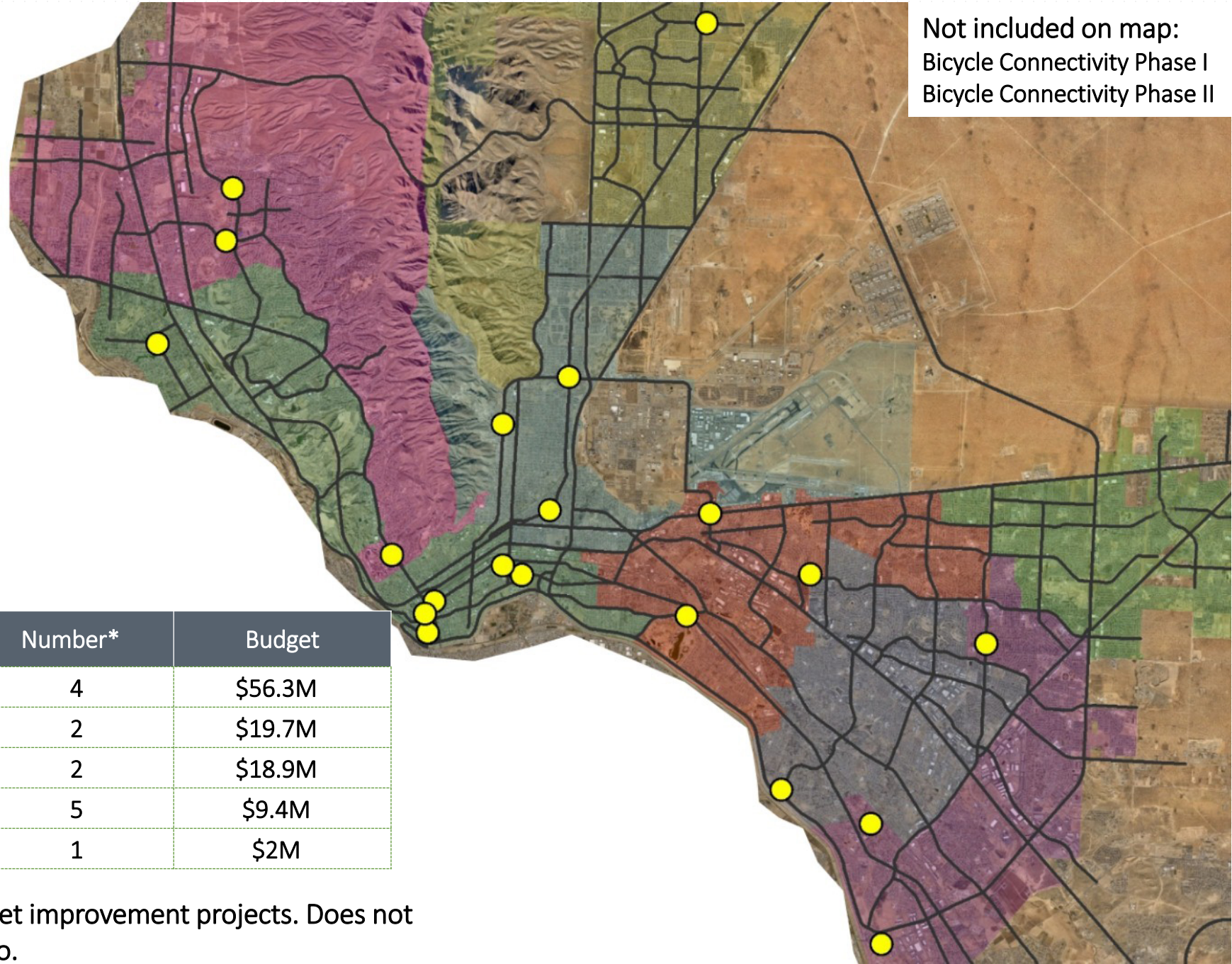
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# Street Improvements

- City match funds may range from 5-20% of the overall project cost
- Leverage City funds to provide improvements needed by the community

More in depth presentation to be provided at a future Council meeting





Phase	Number*	Budget
Construction	4	\$56.3M
Bidding	2	\$19.7M
Design	2	\$18.9M
Awarded	5	\$9.4M
Previously Deferred	1	\$2M

\* Only represents street improvement projects. Does not include entire portfolio.



# Street Improvements

## Projects in Process

Street	Scope	Estimate	Status / Est. Construction Start
Central Business District Phase IV	Infrastructure Improvements	\$18,417,036	In Bidding
Chamizal Pedestrian Enhancements Phase 2	Pedestrian Improvements	\$1,333,502	In Bidding
Davis Bridge Reconstruction	Bridge Replacement	\$812,437	In Construction
PDN Roundabout	Intersection Improvements	\$3,100,000	In Construction
Montana RTS	Transit	\$49,200,000	In Construction
Montana Pedestrian Enhancements	Pedestrian Improvements	\$3,241,465	In Construction
Bicycle Connectivity Phase I	Bicycle Improvements	\$2,332,844	Awarded
Bicycle Connectivity Phase II	Bicycle Improvements	\$1,909,149	Awarded
Delta Bridge Reconstruction	Bridge Replacement	\$1,640,103	Awarded

# Street Improvements

## Projects in Process

Street	Scope	Estimate	Status / Est. Construction Start
Yarbrough Bridge Reconstruction	Bridge Replacement	\$1,965,491	Awarded
Alabama Bridge Reconstruction	Bridge Replacement	\$1,528,764	Awarded
Rojas Widening	Infrastructure Improvements	\$12,940,373	Spring 2022
Citywide Bicycle Infrastructure	Bicycle Improvements	\$5,978,305	Spring 2022
Oregon Lighting	Infrastructure Improvements	\$2,000,000	Previously Deferred



CONCEPTUAL DESIGN PERSPECTIVE RENDERING

# CDBG

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# Street Improvements

## Projects in Process

Street	Scope	Estimate	Est. Construction Start
Fort Blvd Drive Improvements	Pedestrian Improvements	\$615,556	Spring 2021
Trowbridge Drive Improvements	Pedestrian Improvements	\$1,005,050	Fall 2021



Trowbridge  
Existing  
Conditions

# **Street Operations Update**

# Operational Issues

- The Public Works Team is facing similar operational challenges related to vacant positions as other departments.
- Authorized Staffing – Streets and Maintenance

Program	Auth FTE	Vacant	Defunded	Auth Vac
Streets and Maintenance	518	90	(40)	50
Parkland Maintenance	149	65	(35)	30
	<b>667</b>	<b>155</b>	<b>(75)</b>	<b>80</b>

- The department reprioritized the work flow to adjust to present day vacancies as this has delayed work in several areas:
  - Street maintenance has prioritized pothole patching, base failures, and asphalt repairs; as vacancies emerge on these teams, employees are moved over from other programs to keep pace
  - Street median cleaning is now operating on at least a three week turn around time on median cleaning as opposed to bi-weekly
  - Street sweeping program is behind the sweeping schedule by approximately two months
  - Traffic engineering division has to prioritize service requests and CR's to address the most critical safety issues first – this has delayed some traffic studies and other work by approximately two months
  - Street light maintenance is currently carrying over 2,000 open work orders, under normal conditions we average 600 open work orders for streetlight outages

- The department reprioritized the work flow to adjust to present day vacancies as this has delayed work in several areas:
  - Parkland maintenance has prioritized all safety related work orders; irrigation work orders are currently taking up to three weeks to close, under normal conditions this would be done in a few days; several maintenance projects on hold, such as converting playgrounds from sand to engineered wood fiber; funding not included in budget for summer seeding and turf renovation programs.
  - Traffic control infrastructure maintenance (signals division, signs and markings division) have prioritized safety issues and is catching up on routine maintenance tasks
  - Facility maintenance has prioritized all COVID related facility modifications and upgrades and to manage the COVID PPE inventories; many special projects and routine maintenance service requests and tasks have been put on hold
  - Contract Management has moved several street resurfacing employees to support COVID related operations with Facilities, as well as to support the permitting section for traffic control and pavement cut permits

# Pothole Repair Update

	FY2021 Year to Date		FY2020		FY2019		FY2018	
	Potholes Patched	Pothole SR	Potholes Patched	Pothole SR	Potholes Patched	Pothole SR	Potholes Patched	Pothole SR
District 1	1,125	69	3,067	462	3,656	478	1,399	349
District 2	2,699	72	8,720	265	8,311	368	4,922	391
District 3	2,517	67	14,049	671	11,131	430	9,245	455
District 4	8,612	78	13,024	412	12,734	585	10,628	468
District 5	308	31	2,707	372	4,363	112	910	155
District 6	2,241	90	12,084	862	6,491	545	3,072	430
District 7	1,617	128	13,084	812	7,407	555	4,524	502
District 8	2,136	54	9,404	511	7,259	500	2,676	390
	<b>21,255</b>	<b>589</b>	<b>76,139</b>	<b>4,367</b>	<b>61,352</b>	<b>3,573</b>	<b>37,376</b>	<b>3,140</b>

Pothole patching activity continues to increase annually – a LSS project in 2017 provided significant process improvements that have allowed the department to continually increase the number of potholes repaired annually

# THANK YOU

Detailed Program slides follow



# 2012 Street CIP Resurfacing



# District 1 - Includes 2012 Street CIP; and Arterial Program

Location	From	To	Status	Program	Location	From	To	Status	Program
ALTACUMBRE	Camino Fuente	Tarascas	Completed	2012 CO's	MESA HILLS	Mesa	Acacia	Completed	2012 CO's
AMPOSTA	Cresta Alta	Westwind	Completed	2012 CO's	MESITA	Peidmont	Stanton	Completed	2012 CO's
BOX ELDER	Gomez	Rollins	Completed	2012 CO's	MOORE	Piedmont	Stockwell	Completed	2012 CO's
BRENTWOOD	Stanton	Krupp	Completed	2012 CO's	NAVARIE	Pinar del Rio	Redd	Completed	2012 CO's
BUTTERFIELD	Territory	Rio Mira	Completed	2012 CO's	NEW YORK	St. Vrain	Dead End	Completed	2012 CO's
CALLE OLASO	Equestre	Dead End	Completed	2012 CO's	OCTAVIA	Kerbey CDS	Magoffin	Completed	2012 CO's
CHERRY HILL	Broadmoor	Thunderbird	Completed	2012 CO's	ONEIDA	Medano	Redd	Completed	2012 CO's
CINCINNATI	Kansas	Piedmont	Completed	2012 CO's	OSAPLE	Rio Mira	Dead End	Completed	2012 CO's
CLAYTON	Galloway	Robinson	Completed	2012 CO's	PAWNEE	Iroquis	Dead End	Completed	2012 CO's
COSTA BLANCA	Pinar del Rio	Redd	Completed	2012 CO's	PEBBLE BEACH	Shadow Mountain	Burning Tree	Completed	2012 CO's
DEDE	Rim	Cul-de-Sac	Completed	2012 CO's	RHAELYNNE	Cory	Upper Valley	Completed	2012 CO's
FLAMINGO	Krupp	Stanton	Completed	2012 CO's	RIO MIRA	Butterfield	Territory	Completed	2012 CO's
GALLOWAY	Stanton	Piedmont	Completed	2012 CO's	ROXANNA	Ridge	Marietta	Completed	2012 CO's
HILLCREST	Bancroft	Dead End	Completed	2012 CO's	SAN MATEO	La Cruz	Peidmont	Completed	2012 CO's
INDIAN BLUFF	Crown Point	Caprock	Completed	2012 CO's	SANTA RITA	Las Vegas	Okeefe	Completed	2012 CO's
IRONDALE	Lawndale	Stanton	Completed	2012 CO's	SINGING HILLS	Thunderbird	Thunderbird	Completed	2012 CO's
KELLY	Kern	Whitaker	Completed	2012 CO's	SOLEDAD	Mulberry	La Mirada	Completed	2012 CO's
KRUPP	Waymore	Ridgecrest	Completed	2012 CO's	TERRITORY	Butterfield	Rio Mira	Completed	2012 CO's
LA CRUZ	Okeefe	Piedmont	Completed	2012 CO's	WALLINGTON	Krupp	Brentwood	Completed	2012 CO's
LARCHMONT	Krupp	Waymore	Completed	2012 CO's	WELLESLEY	Kern	Campbell	Completed	2012 CO's
LOS NIETOS	La Mirada	La Mirada	Completed	2012 CO's	PARK HILL	Ridgecrest	Ridgecrest	Completed	2012 CO's
MADELINE	Piedmont	Park	Completed	2012 CO's	RESLER	High Ridge	White Cliffs	Completed	Arterials

# 44

# COMPLETED

*\*Resler is an arterial program street –section of this is in District 8*

# District 2 - Includes 2012 Street CIP; and Arterial Program

Location	From	To	Status	Program	Location	From	To	Status	Program
Alley	Piedras	Raynor	Completed	2012 CO's	MAXWELL	Dyer	Diana	Completed	2012 CO's
BERYL	Dolomite	Echo	Completed	2012 CO's	MCGREGOR	Maxwell	Diana	Completed	2012 CO's
BRITTON	Dyer	Sierra Vista	Completed	2012 CO's	MEMPHIS	Stevens	Belmont CDS	Completed	2012 CO's
BROADDUS	Alabama	Stevens	Completed	2012 CO's	MEMPHIS	Red Rock Canyon	Piedras	Completed	2012 CO's
BYRON	Van Buren	Monroe	Completed	2012 CO's	MOBILE	Piedras	Dead End	Completed	2012 CO's
CAPITAN	Mt Latona	Hercules	Completed	2012 CO's	MOBILE	Radford	Dead End	Completed	2012 CO's
CHELSEA	Timberwolf	Trowbridge	Completed	2012 CO's	MOUNT DELANO	Hondo Pass	Blue Ridge	Completed	2012 CO's
CLIFTON	Hueco	Gateway South	Completed	2012 CO's	MOUNT ETNA	Rutherford	Glacier Peak	Completed	2012 CO's
CROSSON	CDS	CDS	Completed	2012 CO's	MOUNT HAGEN	Pikes Peak	Blue Ridge	Completed	2012 CO's
CUMBERLAND	Pershing	Gateway South	Completed	2012 CO's	MOUNT OLYMPUS	Joe Herrera	Glacier Peak	Completed	2012 CO's
DEVORE	Eclipse	Comet	Completed	2012 CO's	MOUNT SAN BERDU	Joe Herrera	Alps	Completed	2012 CO's
DIAMOND	Westline	Echo	Completed	2012 CO's	MOUNT WHITNEY	Tetons	Knox	Completed	2012 CO's
DOLOMITE	Magnetic	Zircon	Completed	2012 CO's	NASHVILLE	Piedras	Dead End	Completed	2012 CO's
ECHO	Hercules	Moonlight	Completed	2012 CO's	NEBRASKA	Nations	Morehead	Completed	2012 CO's
ELM	Mobile	Richmond	Completed	2012 CO's	OLYMPIC	Magnetic	Gateway South	Completed	2012 CO's
FORREST	Hunt	Trowbridge	Completed	2012 CO's	PEINADO	Wagner	Hunt	Completed	2012 CO's
FRANKFORT	Stevens	Bossworth CDS	Completed	2012 CO's	POLK	Byron	Elm	Completed	2012 CO's
GRANT	Piedras	Copper	Completed	2012 CO's	POLLARD	Jefferson	Gateway South	Completed	2012 CO's
GRISSOM	Martin	Mathias	Completed	2012 CO's	RAILROAD	Loop 375	US 54	Completed	2012 CO's
HAPPER	Leeds	Cambridge	Completed	2012 CO's	ROBERT	Maxwell	Arlen	Completed	2012 CO's
HASTINGS	Happer	Gateway South	Completed	2012 CO's	SATURN	Edgar Park	Hercules	Completed	2012 CO's
HOMER	Gateway South	Joyce	Completed	2012 CO's	SHEPPARD	Alabama	Lackland	Completed	2012 CO's
HUNT	Peinado	Glenwood	Completed	2012 CO's	SOLAR	Edgar Park	Hercules	Completed	2012 CO's
JADE	Zircon	Echo	Completed	2012 CO's	STATLER	Tetons	Adolphus	Completed	2012 CO's
JUSTUS	Jefferson	Tyler	Completed	2012 CO's	STEVENS	Harrison	McKinley	Completed	2012 CO's
LACKLAND	Van Buren	Monroe	Completed	2012 CO's	STRAND	McGregor	Maxwell	Completed	2012 CO's
LAMAR	Bliss	Hueco	Completed	2012 CO's	TAYLOR	Piedras	Terminus	Completed	2012 CO's
LOUISIANA	Mobile	Richmond	Completed	2012 CO's	TRADEWIND	Mercury	Neptune	Completed	2012 CO's
MADERA	Radford	Dead End	Completed	2012 CO's	VEGA	Polaris	Comet	Completed	2012 CO's
MARR	Altura	Trowbridge	Completed	2012 CO's	WAGNER	Chelsea	Trowbridge	Completed	2012 CO's
MATTERHORN	Rutherford	Glacier Peak	Completed	2012 CO's	WEIGHTMAN	Timberwolf	Edwards	Completed	2012 CO's
MAXWELL	Gateway North	Dyer	Completed	2012 CO's	WILSON	Pershing	Dead End	Completed	2012 CO's

# 64

# COMPLETED

*\*Sections of Mount Etna, Mount Olympus, Matterhorn, and Mount San Berdu cross into District 4*

*\*Railroad is an arterial program street-section crosses into District 4*

*\*Hastings completed in two segments; shown here as originally programmed*

# District 3 - Includes 2012 Street CIP; and Arterial Program

Location	From	To	Status	Program	Location	From	To	Status	Program
ABRAHAM	Alameda	Canary	Completed	2012 CO's	JOSHUA	Durrill	Dead End	Completed	2012 CO's
ALASKA	Yuma	Phoenix	Completed	2012 CO's	KAYWOOD	Parkwood	Saigon	Completed	2012 CO's
ALGONQUIN	Geronimo	Marlow	Completed	2012 CO's	LARRY MAHAN	Gateway West	Viscount	Completed	2012 CO's
ANISE	Lee Trevino	Montwood	Completed	2012 CO's	LEAR	Boeing	Lockheed	Completed	2012 CO's
AQUARIUS	Turrentine	Backus	Completed	2012 CO's	LETTIE	Ben Swain	Edith	Completed	2012 CO's
ARAPAHO	Geronimo	Marlow	Completed	2012 CO's	MCCARTHY	Hockney	Alameda	Completed	2012 CO's
ASH	Dempsey	W H Burges	Completed	2012 CO's	MERIL	Cardigan	Darin	Completed	2012 CO's
AVALON	Sunglow	Dead End	Completed	2012 CO's	MIDWAY	Knights	Hockney	Completed	2012 CO's
BALSAM	Barker	Mimosa	Completed	2012 CO's	MONTROSE	Mc Crae	Dead End	Completed	2012 CO's
BRANDWOOD	Blackwood	Suewood	Completed	2012 CO's	NAVAJO	Apache	Cheyenne Trail	Completed	2012 CO's
CESSNA	Sunglow	W H Burges	Completed	2012 CO's	PAPAGO	Clark	Marlow	Completed	2012 CO's
CHIP CHIP	Alameda	Dead End	Completed	2012 CO's	PEACH TREE	George Orr	C R Croom	Completed	2012 CO's
CIBOLA	Clark	Marlow	Completed	2012 CO's	PEAR TREE	George Orr	C R Croom	Completed	2012 CO's
CLEVELAND	Paisano	Marlow	Completed	2012 CO's	PEARL	Amethyst	Dead End	Completed	2012 CO's
COCONUT TREE	Granite	Coconut Tree	Completed	2012 CO's	PRESTWICK	Cosmos	Kilmaltie	Completed	2012 CO's
CORNWALL	Castletown	Blackwood	Completed	2012 CO's	RED ROBIN	Canary	George Orr	Completed	2012 CO's
DERICK	Carnegie	Montana	Completed	2012 CO's	SHELL	Montana	Dead End	Completed	2012 CO's
DOWNUM	McCabe	Darlina	Completed	2012 CO's	SHETLAND	Edgemere	Ballymote	Completed	2012 CO's
EAST GLEN	Pebble Hills	Sam Snead	Completed	2012 CO's	STEPHENSON	Gateway East	Frederick	Completed	2012 CO's
EDITH	Little Flower	Ben Swain	Completed	2012 CO's	SURETY	Gateway East	Clark	Completed	2012 CO's
FIRESTONE	Montana	Darin	Completed	2012 CO's	TRINITY	Rusk	Simpia	Completed	2012 CO's
FLINT	Polo Inn	Polo Inn	Completed	2012 CO's	TURRENTINE	Glengarry	Daugherty	Completed	2012 CO's
FRANK BEARD	Sam Snead	Anise	Completed	2012 CO's	UTE	Clark	Marlow	Completed	2012 CO's
GOURD	Album	Bellis	Completed	2012 CO's	VIOLET	W H Burges	Cessna	Completed	2012 CO's
GRANITE	George Orr	Polo Inn	Completed	2012 CO's	VOCATIONAL	Mimosa	Alameda	Completed	2012 CO's
GREEN VALLEY	Carolina	Dead End	Completed	2012 CO's	WADE	Cosmos	Lait	Completed	2012 CO's
HARDY	Tampa	Dulaney	Completed	2012 CO's	WOODALL	Blackwood	Suewood	Completed	2012 CO's
HAWAII	Yuma	Phoenix	Completed	2012 CO's	BEN SWAIN	Toni	Edith	Completed	2012 CO's
HAWICK	Dunoon	Mcintosh	Completed	2012 CO's	GEORGE DIETER	Montana	Montwood	Completed	Arterials
HILLER	Airport	Boeing	Completed	2012 CO's	VISCOUNT	Airway	Hawkins	Completed	Arterials
HOLIDAY	Tampa	Welch	Completed	2012 CO's	YARBROUGH	Montana	Cesar Chaves	Completed	Arterials
INTERNATIONAL	Robert E Lee	Airway	Completed	2012 CO's	HAWKINS	Merchant/Gazelle	North Loop/Gateway	On Hold Montana RTS	Arterials
J C CRAMER	Barker	Coronado	Completed	2012 CO's					

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COMPLETED

1

IN PROGRESS

\*George Dieter is an arterial program street – section crosses into District 5

\*Yarbrough is an arterial program street – section crosses into District 7



# District 4 - Includes 2012 Street CIP; and Arterial Program

Location	From	To	Status	Program	Location	From	To	Status	Program
ABILENE	Cermac	Shenandoah	Completed	2012 CO's	PARADISE	Alcan	Tropicana	Completed	2012 CO's
AJAX	Crenshaw	Tropicana	Completed	2012 CO's	PEACOCK	Rushing	Saxon	Completed	2012 CO's
ALCAN	Warren	Fairbanks	Completed	2012 CO's	PERSIMMON	Marie Tobin	Hondo Pass	Completed	2012 CO's
BLYTHE	Yellowstone	Winthrop	Completed	2012 CO's	PICKEREL	Marlin	McCombs	Completed	2012 CO's
BOBCAT	Bomarc	Dead End	Completed	2012 CO's	PONDEROSA	Palomino	Dead End	Completed	2012 CO's
CRENSHAW	Yellowstone	Tropicana	Completed	2012 CO's	PORT ARTHUR	Sweetwater	Murphy	Completed	2012 CO's
CURLEW	Debeers	Tropicana	Completed	2012 CO's	POTOMAC	Pheasant	Quail	Completed	2012 CO's
DALTON	Salisbury	Raleigh	Completed	2012 CO's	RAVEN	Bomarc	Dead End	Completed	2012 CO's
DEARBORNE	Mackinaw	McCombs	Completed	2012 CO's	RAYMOND TELLES	Alps	Joe Herrera	Completed	2012 CO's
DEBEERS	Ambassador	Mackinaw	Completed	2012 CO's	REGULUS	Mc Combs	Bomarc	Completed	2012 CO's
DECATUR	Vicksburg	Railroad	Completed	2012 CO's	ROANOKE	Joe Herrera	Hondo Pass	Completed	2012 CO's
DEER	McCombs	Cross	Completed	2012 CO's	RUTHERFORD	Stahala	Dyer	Completed	2012 CO's
DOWNS	Fairfax	Raleigh	Completed	2012 CO's	SAGITTARIUS	Rushing	Kenworthy	Completed	2012 CO's
DUVAL	Marie Tobin	Hondo Pass	Completed	2012 CO's	SALEM	Rushing	McCombs	Completed	2012 CO's
FAIRFAX	Threadgill	Dalton	Completed	2012 CO's	SANDERS	Pistacio	Dyer	Completed	2012 CO's
FALCON	Mc Combs	Railroad	Completed	2012 CO's	SARAH ANNE	McCombs	Terminus	Completed	2012 CO's
FERTELL	Sun Valley	Grouse	Completed	2012 CO's	SHENANDOAH	Thor	Debeers	Completed	2012 CO's
GRAND CANYON	Zion	Old Spanish	Completed	2012 CO's	SIGMA	Sagittarius	Dead End	Completed	2012 CO's
GULFPORT	Salisbury	Raleigh	Completed	2012 CO's	SINCLAIR	Tivoli	Terminus	Completed	2012 CO's
HOLLINGS	Wren	Hondo Pass	Completed	2012 CO's	THOR	Crenshaw	Winthrop	Completed	2012 CO's
HUECO VISTA	Alabama	Dead End	Completed	2012 CO's	THREADGILL	Dyer	McCombs	Completed	2012 CO's
JOHN CUNNINGHAM	MLK	Terminus	Completed	2012 CO's	TIGER EYE	Dyer	Jadestone	Completed	2012 CO's
JUNCTION	Kellogg	Gateway South	Completed	2012 CO's	TIVOLI	Deer	Quail	Completed	2012 CO's
KELLOGG	Winthrop	Tropicana	Completed	2012 CO's	TRIUMPH	Salem	Dearborne	Completed	2012 CO's
KETCHIKAN	Prince Edwar	Newcastle	Completed	2012 CO's	TROPICANA	Alcan	McCombs	Completed	2012 CO's
KISKA	Prince Edwar	Edmonton	Completed	2012 CO's	TROUT	Wolverine	Dead End	Completed	2012 CO's
LEVELLAND	Sweetwater	Port Arthur	Completed	2012 CO's	UVALDE	Sun Valley	Junction	Completed	2012 CO's
LLANO	Hueco Vista	Terminus	Completed	2012 CO's	VANGUARD	Pickereel	Dead End	Completed	2012 CO's
MACAW	McCombs	Blue Wing	Completed	2012 CO's	VERBENA	Threadgill	McCombs	Completed	2012 CO's
MACKEREL	Will Ruth	Dead End	Completed	2012 CO's	VICEROY	Dearborne	Dead End	Completed	2012 CO's
MATTERHORN	Rutherford	Glacier Peak	Completed	2012 CO's	VICKSBURG	Threadgill	Sanders	Completed	2012 CO's
MAUREEN	Stahala	Gabriel	Completed	2012 CO's	WALDORF	McCombs	Alcan	Completed	2012 CO's
MC COMBS SERVICE	Sarah Anne	Sun Valley	Completed	2012 CO's	WINTHROP	Kenworthy	Thor	Completed	2012 CO's
MENZIES	Winthrop	Sun Valley	Completed	2012 CO's	WOODBERRY	Mc Combs	Dead End	Completed	2012 CO's
MIDDLESBORO	Waverly	McCombs	Completed	2012 CO's	WOODCHUCK	Bomarc	Dead End	Completed	2012 CO's
MOUNT ETNA	Rutherford	Glacier Peak	Completed	2012 CO's	YELLOWSTONE	Tropicana	Blythe	Completed	2012 CO's
MOUNT OLYMPUS	Joe Herrera	Glacier Peak	Completed	2012 CO's	YOSEMITE	Zion	Old Spanish Trail	Completed	2012 CO's
MOUNT SAN BERDU	Joe Herrera	Alps	Completed	2012 CO's	ZEUS	Nike	Snark	Completed	2012 CO's
MURPHY	Salem	Sean Haggerty	Completed	2012 CO's	ZION	Alabama	Gran Quivera	Completed	2012 CO's
NIKE	Sidewinder	Dead End	Completed	2012 CO's	MCCOMBS	Dyer	Railroad	Completed	Arterials
OLAN	Fairfax	Roanoak	Completed	2012 CO's	RAILROAD	Loop 375	US 54	Completed	Arterials
OLD SPANISH TRAIL	Zion	Dead End	Completed	2012 CO's					

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COMPLETED

*\*Sections of Mount Etna, Mount Olympus, Matterhorn, and Mount San Berdu cross into District 2*

*\*Railroad is an arterial program street-section crosses into District 2*

# District 5 - Includes 2012 Street CIP; and Arterial Program

Location	From	To	Status	Program
LEE	Montwood	Pebble Hills	Completed	2012 CO's
GEORGE DIETER	Montana	Montwood	Completed	Arterials

**2**  
**COMPLETED**

*\*George Dieter is an arterial program street – section crosses into District 3*

# District 6 - Includes 2012 Street CIP; and Arterial Program

Location	From	To	Status	Program
PULLMAN D	Henry Brennan	Rojas	Completed	2012 CO's
DORSET	Coventry	Dead End	Completed	2012 CO's
ONATE	Candelaria	Dead End	Completed	2012 CO's
SANTA ROSALIA	Southside	Guadalajara	Completed	2012 CO's
RENO	Southside	Guadalajara	Completed	2012 CO's
NEVAREZ A	Inglewood	Skylight	Completed	2012 CO's
GOLONDRINA	Buena Park	Buena Park	Completed	2012 CO's
GUADALAJARA	Singh	Reno	Completed	2012 CO's
LONE STAR	Socorro	Padilla	Completed	2012 CO's
ROJAS	George Dieter	Don Haskins	Completed	Arterials

**10**  
**COMPLETED**

*\*Sections of Rojas is an Arterial Program street – section crosses into District 7*



# District 7 - Includes 2012 Street CIP; and Arterial Program

Location	From	To	Status	Program	Location	From	To	Status	Program
ALCAZAR	Lomaland	Dead End	Completed	2012 CO's	LEE TREVINO	Gateway East	Yermoland	Completed	2012 CO's
ALGERITA	Riverside	Hickory	Completed	2012 CO's	LILAC	Carolina	Montecito	Completed	2012 CO's
ALGIERS	Fir	Album	Completed	2012 CO's	LOMALAND	Pellicano	Gateway East	Completed	2012 CO's
ALLEN BRADLEY	James Watt	Wilkenson	Completed	2012 CO's	MAZATLAN	Hunter	Ladera	Completed	2012 CO's
AMUR	Danube	Arboleda	Completed	2012 CO's	MONACO	Montwood	Woodside	Completed	2012 CO's
ARAQUAIA	Arboleda	Dead End	Completed	2012 CO's	MONTERREY	Giles	Yarbrough	Completed	2012 CO's
ATKINSON	North Loop	Half Moon	Completed	2012 CO's	NEW HAVEN	Lasso	Roseway	Completed	2012 CO's
BORRETT	Wells	Dead End	Completed	2012 CO's	NEWLAND	Stanley	Atwood	Completed	2012 CO's
BURGESS	Yermoland	Courtland	Completed	2012 CO's	POLVO	Ron Quillo	Dead End	Completed	2012 CO's
BURNHAM	Stanley	Lomaland	Completed	2012 CO's	RALPHEENE	Williamette	Yermoland	Completed	2012 CO's
CAPELLO	Blacks	McCamey	Completed	2012 CO's	RIO ARRIBA	Pedernales	Link	Completed	2012 CO's
CHRISTY	Williamette	Yermoland	Completed	2012 CO's	ROJAS	Pendale	George Dieter	Completed	2012 CO's
CORK	Album	Zanzibar	Completed	2012 CO's	ROSEMARY	San Jose	Wenda	Completed	2012 CO's
COSMOS	McRae	Debbie	Completed	2012 CO's	SAN PAULO	La Paz	Yarbrough	Completed	2012 CO's
DALE DOUGLAS	Bob Mitchell	Vista del Sol	Completed	2012 CO's	SANTA BARBARA	Mazatlan	Hacienda	Completed	2012 CO's
EMERSON	Heid	North Loop	Completed	2012 CO's	SANTA MARIA	Giles	Dead End	Completed	2012 CO's
ESCADRILLE	Fray	Lafayette	Completed	2012 CO's	SANTA MONICA	Giles	Venado	Completed	2012 CO's
FINITA	Whittier	Alameda	Completed	2012 CO's	SONORA	Veracruz	Dead End	Completed	2012 CO's
FRANCINE	Williamette	Yermoland	Completed	2012 CO's	SUMATRA	Ceylon	Album	Completed	2012 CO's
FRAY	Williamette	Dead End	Completed	2012 CO's	TAHITI	Heather	Bermuda	Completed	2012 CO's
GALLAGHER	Heid	Mauer	Completed	2012 CO's	TOMWOOD	Sumac	Trawood	Completed	2012 CO's
GUAYMAS	Taxco	Corozal	Completed	2012 CO's	TRANQUILO	Yarbrough	Dead End	Completed	2012 CO's
HACIENDA	Hunter	Ameca	Completed	2012 CO's	VAN HASELEN	Lasso	Pendale	Completed	2012 CO's
HALF MOON	North Loop	North Loop	Completed	2012 CO's	VENADO	Ranchland CDS	San Paulo	Completed	2012 CO's
HAROLD	Starr	Dead End	Completed	2012 CO's	VERACRUZ	Ladera	Giles	Completed	2012 CO's
HERMOSILLO	Hunter	Yarbrough	Completed	2012 CO's	VISTA LOMAS	Vista De Oro	Vista del Sol	Completed	2012 CO's
HONOLULU	Montwood	Leewood	Completed	2012 CO's	VISTA REAL	Trawood	Janway	Completed	2012 CO's
INDEPENDENCE	Yarbrough	Whittier	Completed	2012 CO's	WENDA	Franklin	San Jose	Completed	2012 CO's
LA GENTE	Morelia	Dead End	Completed	2012 CO's	YARBROUGH	North Loop	Alameda	Completed	2012 CO's
LA PALOMA	Valley View	Valley View	Completed	2012 CO's	ROJAS	George Dieter	Don Haskins	Completed	Arterials
LA PAZ	Corozal	Dead End	Completed	2012 CO's	YARBROUGH	Montana	Cesar Chaves	Completed	Arterials
LADERA	Monterrey	Carolina	Completed	2012 CO's					

# 63

# COMPLETED

*\*Sections of Rojas is an Arterial Program street – section crosses into District 6*

*\*Yarbrough is an arterial program street – section crosses into District 3*

# District 8 - Includes 2012 Street CIP; and Arterial Program

Location	From	To	Status	Program	Location	From	To	Status	Program
AVILA	Lombardy	Avila	Completed	2012 CO's	KINGSWOOD	Silverbell	Dead End	Completed	2012 CO's
BALLERINA	Sunset	Dead End	Completed	2012 CO's	LAREDO	Boone	Dead End	Completed	2012 CO's
BEL MAR	Fiesta	Cabrillo	Completed	2012 CO's	LESLIE WARD	Boy Scout	Dead End	Completed	2012 CO's
BELTON	Monarch	De Leon	Completed	2012 CO's	LINDEN	Alameda	Dunne	Completed	2012 CO's
BENEDICT	Perth	Hookheath	Completed	2012 CO's	MARDI GRAS	Carousel	Dad End	Completed	2012 CO's
BLACKSTONE	Roxbury	Frontera	Completed	2012 CO's	MARTINEZ	Delta	Laredo	Completed	2012 CO's
BRIARWOOD	Coeur D Alene	Sunset	Completed	2012 CO's	MEADOWLARK	Vist Del Monte	Rosinante	Completed	2012 CO's
CASTILE	Belton	Marcena	Completed	2012 CO's	MONTOYA	Country Club	Medowlark	Completed	2012 CO's
CHARL ANN	Shorty	Sunset	Completed	2012 CO's	OVERLAND	Cotton	Campbell	Completed	2012 CO's
CIRCUS	Mardi Gras	Dead End	Completed	2012 CO's	PACIFIC	Hidden	Doniphan	Completed	2012 CO's
COEUR D ALENE	Olmos	Coeur D Alene	Completed	2012 CO's	PALO VERDE	Maguey	Rio Flor	Completed	2012 CO's
COLINA ALTA	Fountain	Dead End	Completed	2012 CO's	PERTH	Riverbend	Benedict	Completed	2012 CO's
COLUMBINE	Country Club	Camino Real	Completed	2012 CO's	POPLAR	Pershing	Missouri	Completed	2012 CO's
COMANCHE	Tobin	Cortez	Completed	2012 CO's	POPLAR	Grant	School gates	Completed	2012 CO's
CORTO	Yandell	Prospect	Completed	2012 CO's	ROSEWOOD	Arizona	Missouri	Completed	2012 CO's
CORVENA	Swan	Fair Lawn	Completed	2012 CO's	RUBIN	Suncrest	Corousel	Completed	2012 CO's
DALLAS	San Antonio	Dead End	Completed	2012 CO's	SAINT VRAIN	Olive	Dead End	Completed	2012 CO's
DETROIT	Murchison	Arizona	Completed	2012 CO's	SANTA FE	I-10	Main	Completed	2012 CO's
DOLAN	Paisano	Sagrado	Completed	2012 CO's	SILVERBELL	Kingswood	Dead End	Completed	2012 CO's
DUNNE	Washington	Dead End	Completed	2012 CO's	THRUSH	Warbler	Crane	Completed	2012 CO's
EIGHTH	Oregon	Ochoa	Completed	2012 CO's	VISTA GRANDE	Country Club	Country Club	Completed	2012 CO's
FINDLEY	San Antonio	Dead End	Completed	2012 CO's	WESTCITY	Eubank	Waymore	Completed	2012 CO's
FOUNTAIN	Snow Heights	Mesa	Completed	2012 CO's	WESTVIEW	Heath	Belton	Completed	2012 CO's
FOURTH	Park	Coles	Completed	2012 CO's	BIRCH	Grant	Wyoming	Completed	2012 CO's
FRANCIS	Flower	Terminus	Completed	2012 CO's	CALIFORNIA	Mesa	Los Angeles	In Progress	2012 CO's
FRANKLIN	I-10	Durango	Completed	2012 CO's	RIVER BEND	Frontera	Sunset	Pending CID Project	2012 CO's
GEORGIA	Cliff	Dead End	Completed	2012 CO's	NINTH	Park	Campbell	In Progress	2012 CO's
HEISIG	Prospect	Sun Bowl	Completed	2012 CO's	UPSON	Heisig	Stewart	Pending PSB Project	2012 CO's
HOOKHEATH	Roxbury	Benedict	Completed	2012 CO's	RESLER	High Ridge	White Cliffs	Completed	Arterials
J C MACHUCA	Sunland Park	Dead End	Completed	2012 CO's					

**55**  
**COMPLETED**

**4**  
**IN PROGRESS**

*\*Resler is an arterial program street –section of this is in District 1*

# 2012 Street CIP Reconstruction





# Active Reconstruction Project Progress

**65 TOTAL PROJECTS (+3 NTMP)**

- **43 COMPLETED**
- **16 CONSTRUCTION**
- **6 Previously Deferred**
  
- **2 NTMP Complete / 1 Previously Deferred**

\*Status numbers does not include the 45 unfunded projects



# 43 + 2 NTMP Completed Projects

Project Name		
Alicia Drive Reconstruction	James Reconstruction	RC Poe and Edgemere Roundabout
Annie Reconstruction	John Hayes Street Lighting	Redd Road Median Landscape and Lighting
Barker Reconstruction	Kernel Reconstruction	Rich Beem Street Lighting
Central at Paisano	Little Flower Reconstruction	Rim at Hague Intersection Improvements
Cielo Vista Sidewalk Repair	Love Rd Property Acquisition	Robinson Reconstruction Phase I
Deer Ave NTMP	Manor Reconstruction	Snelson Reconstruction
Edgemere Parkway	Mauer Road NTMP	Springwood Traffic Calming
Edgemere Trail Widening, Lighting and Landscape Improvements	Mesquite Hills Street Lighting	South Central Phase 2 - Encino(North of Delta), De Vargas, Cortez(North of Delta) Reconstruction (3)
Ethel Reconstruction	Monroe 2-way conversion	Teramar Reconstruction
Flower Reconstruction	Montoya Heights Sidewalk	Toni, Mary Jeanne, Yvonne Reconstruction
Geiger, Cardis, Malaga Reconstruction	Pebble Hills Extension	University Pedestrian Improvements
Glenwood Reconstruction	Pendale Reconstruction	Van Buren 2-way conversion
Holly Reconstruction	Princeton, Tullane, Valleyview Reconstruction (3)	
Independence Trail and Amenities (2)	Ramos Reconstruction	

*Carpenter Reconstruction completed with CDBG (not part of 65)*

# 6+1 NTMP Previously deferred will move into construction

Project	District	Estimate	Est. Construction Start
Canterbury Trail (under design)	1	\$1,302,300	Summer 2021
Phillipy Reconstruction (under design)	6	\$797,632	Summer 2021

Project	District	Estimate	Est. Construction Start
Gene Torres NTMP	7	\$798,600	2021
Padilla Reconstruction	6	\$2,249,005	2021
South Central Phase 5 - Edna(East of Concepcion), Cortez (South of Delta) Reconstruction (2)	8	\$6,224,221	2021
Sunglow Landscaping	3	\$388,351	2021

# 16 Under Construction

Project	District	Estimate	Est. Completion
Davis Reconstruction	6	\$1,851,322	All scheduled to be complete by summer 2021
Lowd Reconstruction	7	\$1,944,000	
MCA Quiet Zones	3,8	\$6,162,048	
McCune Reconstruction	7	\$2,821,000	
Mimosa Reconstruction	3	\$2,411,000	
New Haven Street (Reconstruction)	6	\$1,984,000	
Paddlefoot and Lomaland Reconstruction (2)	7	\$5,234,000	
River Bend Phase III	8	\$3,340,200	
Robinson Street Phase II	1	\$2,700,622	
South Central Phase III (Encino south of Delta, Elena, Feliz) (2)	8	\$4,461,015	
South Central Phase IV (Edna west of Concepcion, Dolan) (2)	8	\$3,930,215	
Viscount Boulevard Roadway Lighting and Median Landscape	3	\$3,053,700	
Yarbrough North Roadway Lighting and Median Landscape	3,7	\$2,065,067	



# Proposed Collector Street Resurfacing Program

List presented on 1/7/20 for  
FY 20 (half), 21, 22

List presented on 10/27/20 for  
FY 23



## **Collector Roads Paving Needs**

- **Collectors are designed to move traffic between residential streets and arterial roadways; there are 160 Collector streets and 188 Arterial streets in our inventory, along with 5,769 Residential streets;**
- **The City through Title 15 collects an additional \$3M from Public Service Board Infrastructure Franchise Fee dedicated to Street Resurfacing:**
  - **\$3M used for a Collector Road resurfacing program**
- **Current program covers FY20 (half), 21, 22, and 23**
- **Program began in Summer of 2020**

## Program Candidates for a Collector Paving program for FY 21, FY22, and FY 23

- Project streets selected based on the following:
  1. PCI Data from most recent pavement assessment – PCI's drive the selection criteria
  2. Utility Clearances – selected streets will be vetted with utility partners to ensure there are no water, gas, electric line issues that could cause them to be cut into within the next few years
  3. Completing Neighborhoods – where possible, candidates were selected near areas where the City has paved in the 2012 CO's, the Arterial Program, and the Residential paving program; selected sections of candidate streets are logical limits within the streets requiring pavement replacement

## Collector Street Projects - In Progress

FY	Dist	Location	From	To
FY20	4	Rushing	Fairbanks	Salem <i>Completed</i>
	4	Sun Valley	McCombs	Cross <i>Completed</i>
FY21	6	Saul Kleinfeld	Gwen Evans	Zaragoza
	3, 5	Edgemere	Aberdeen	Red Sails
FY22	3, 5	Edgemere	Red Sails	George Dieter
	1, 8	Belvidere	Mesa	Westwind
	2	Copia	Altura	Pershing
	7	Giles	Gateway East	Heid
FY23	5, 6	Saul Kleinfeld	Gwen Evans	Pebble Hills
	3, 6, 7	Montwood	Lee Trevino	Saul Kleinfeld

# Fairbanks to Salem

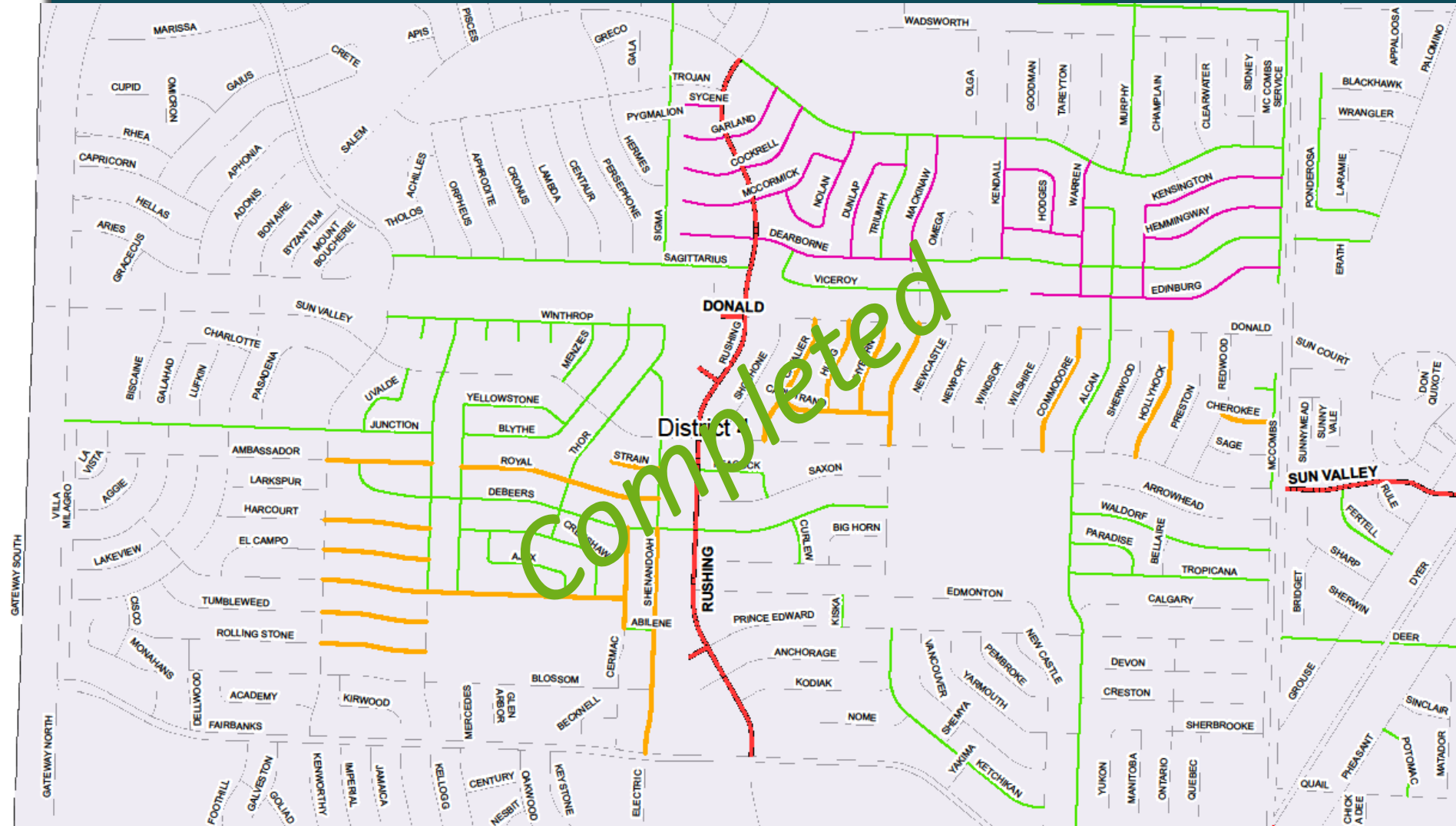
**Magenta** – Proposed residential streets FY21-22

**Orange** – Residential streets from the FY19-20 Program

**Green** – 2012 street CIP

## Red- Arterial Program

**Blue – TxDOT**



# **Sun Valley**

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## **FY2020**

## McCombs to Cross

### Red-Black – Proposed collector streets

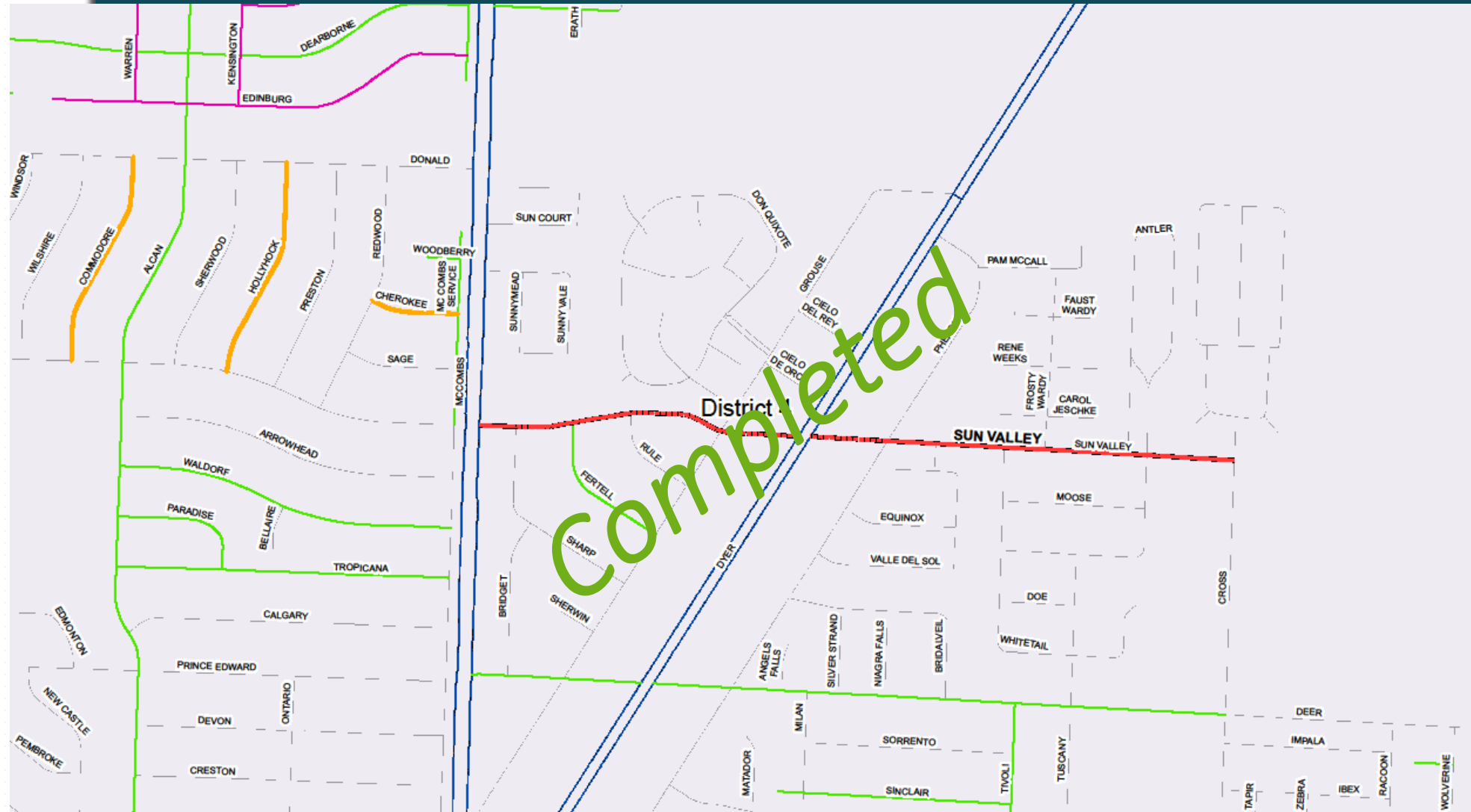
**Magenta** – Proposed residential streets FY21-22

**Orange** – Residential streets from the FY19-20 Program

**Green** – 2012 street CIP

## Red- Arterial Program

**Blue – TxDOT**

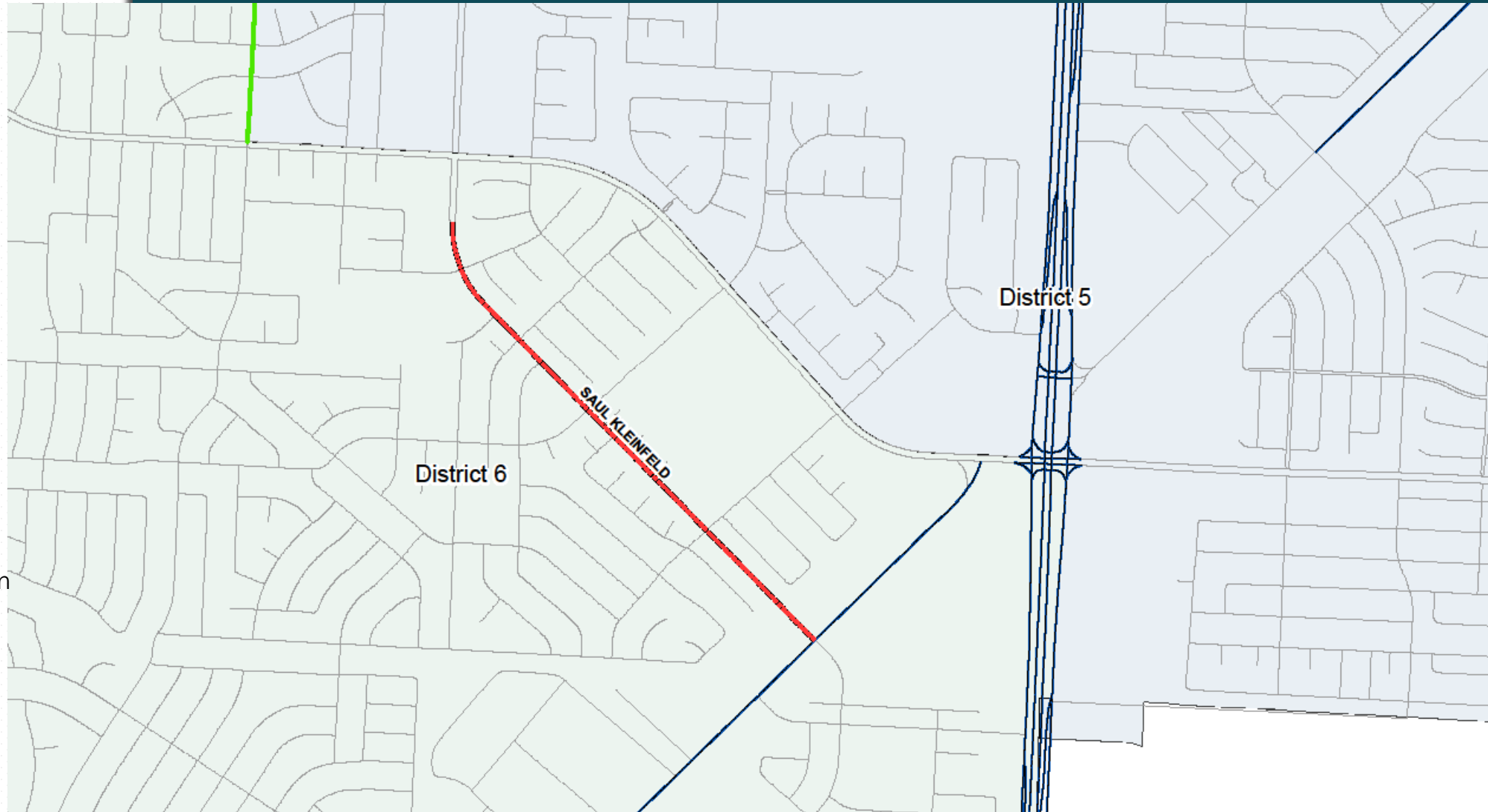




# Saul Kleinfeld FY2021

Gwen Evans to  
Zaragoza

**Red-Black** – Proposed collector streets  
**Magenta** – Proposed residential streets FY21-22  
**Orange** – Residential streets from the FY19-20 Program  
**Green** – 2012 street CIP  
**Red** – Arterial Program  
**Blue** – TxDOT





# Edgemere

**FY2021 - Aberdeen  
to Red Sails**

**2022 - Red Sails to  
George Dieter**

**Red-Black** – Proposed collector  
streets

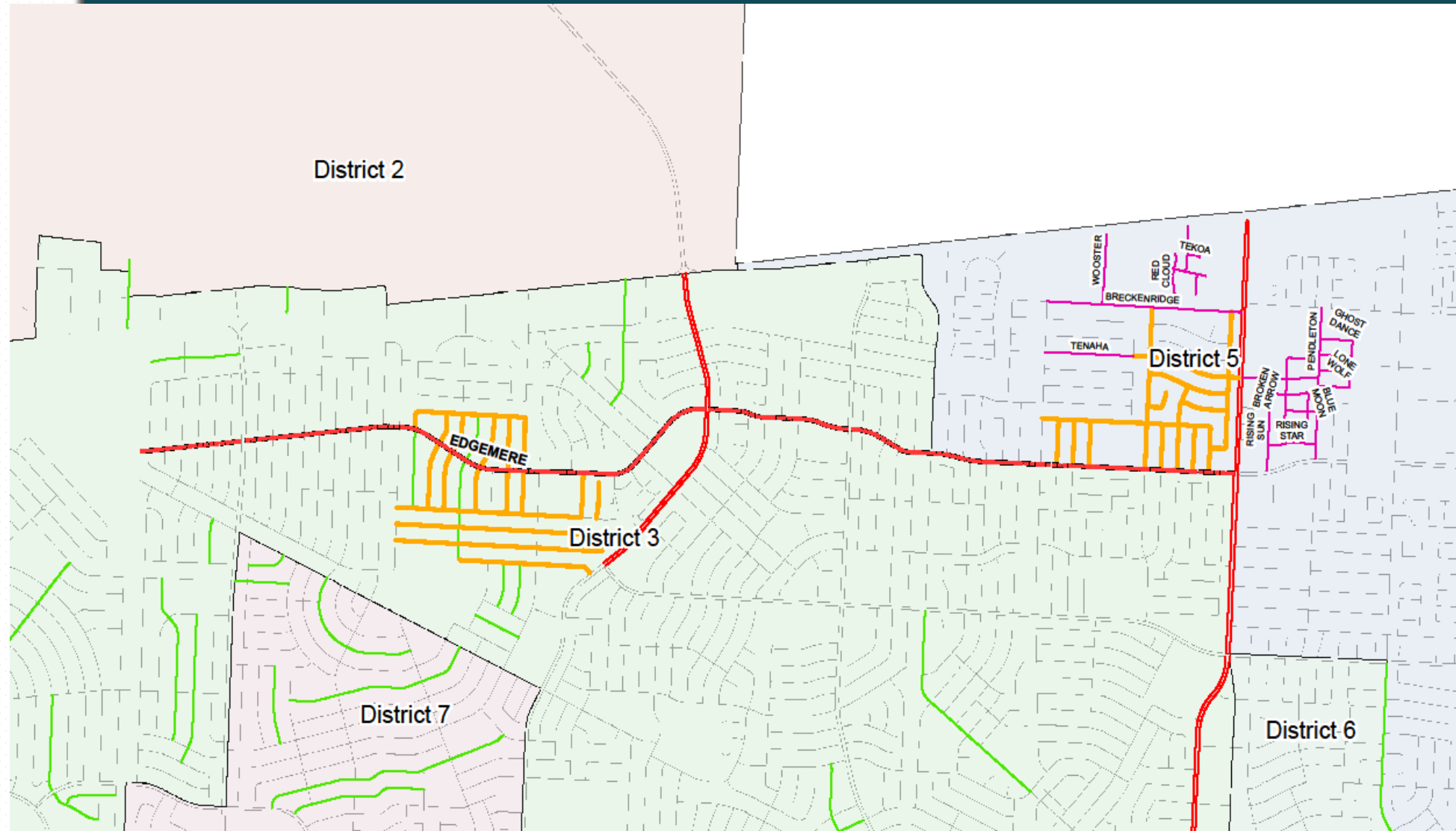
**Magenta** – Proposed residential  
streets FY21-22

**Orange** – Residential streets from  
the FY19-20 Program

**Green** – 2012 street CIP

**Red** – Arterial Program

**Blue** – TxDOT

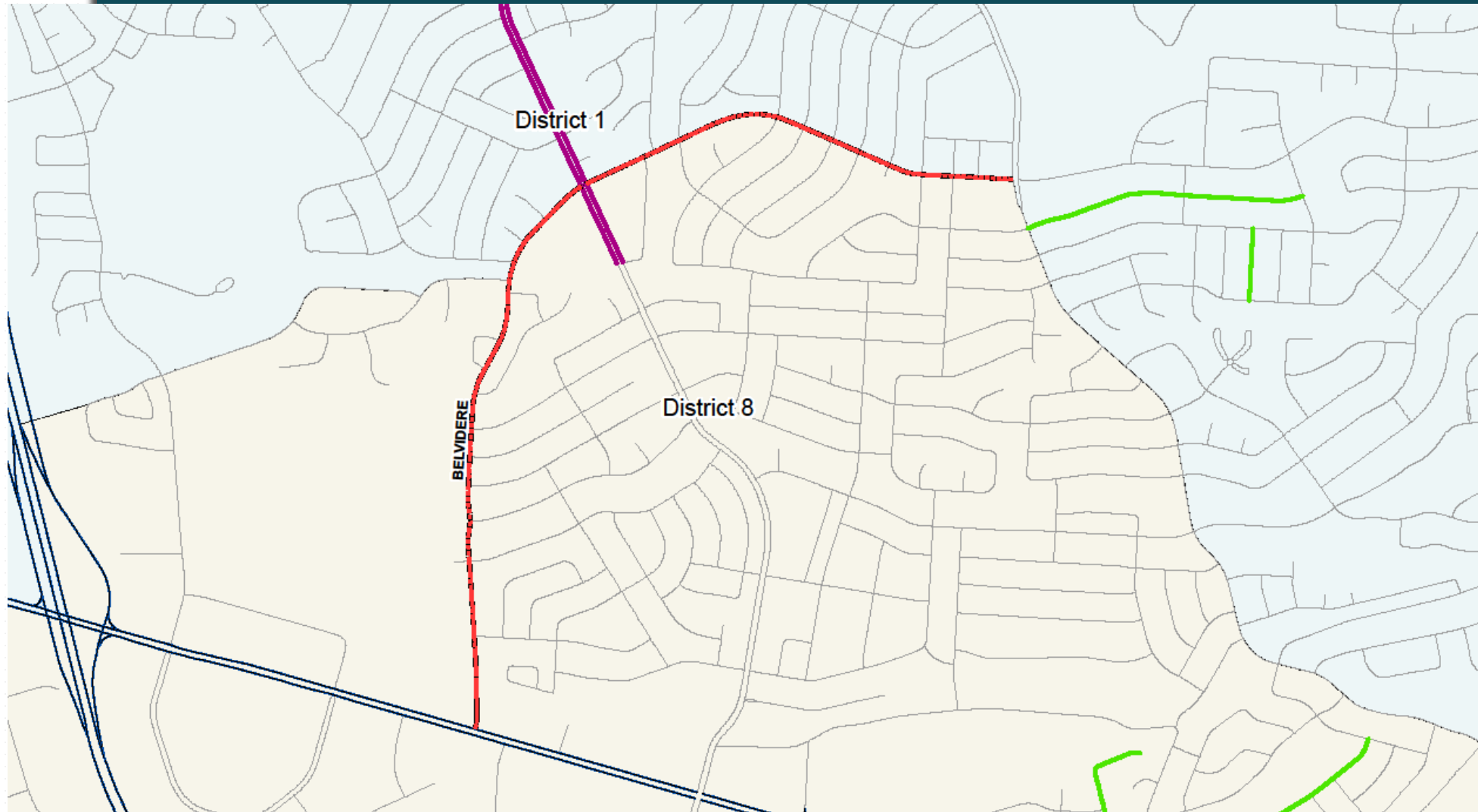


# Belvidere

## FY2022

### Mesa to Westwind

**Red-Black** – Proposed collector streets  
**Magenta** – Proposed residential streets FY21-22  
**Orange** – Residential streets from the FY19-20 Program  
**Green** – 2012 street CIP  
**Red** – Arterial Program  
**Blue** – TxDOT



# Copia

## FY2022

### Altura to Pershing

**Red-Black** – Proposed collector streets

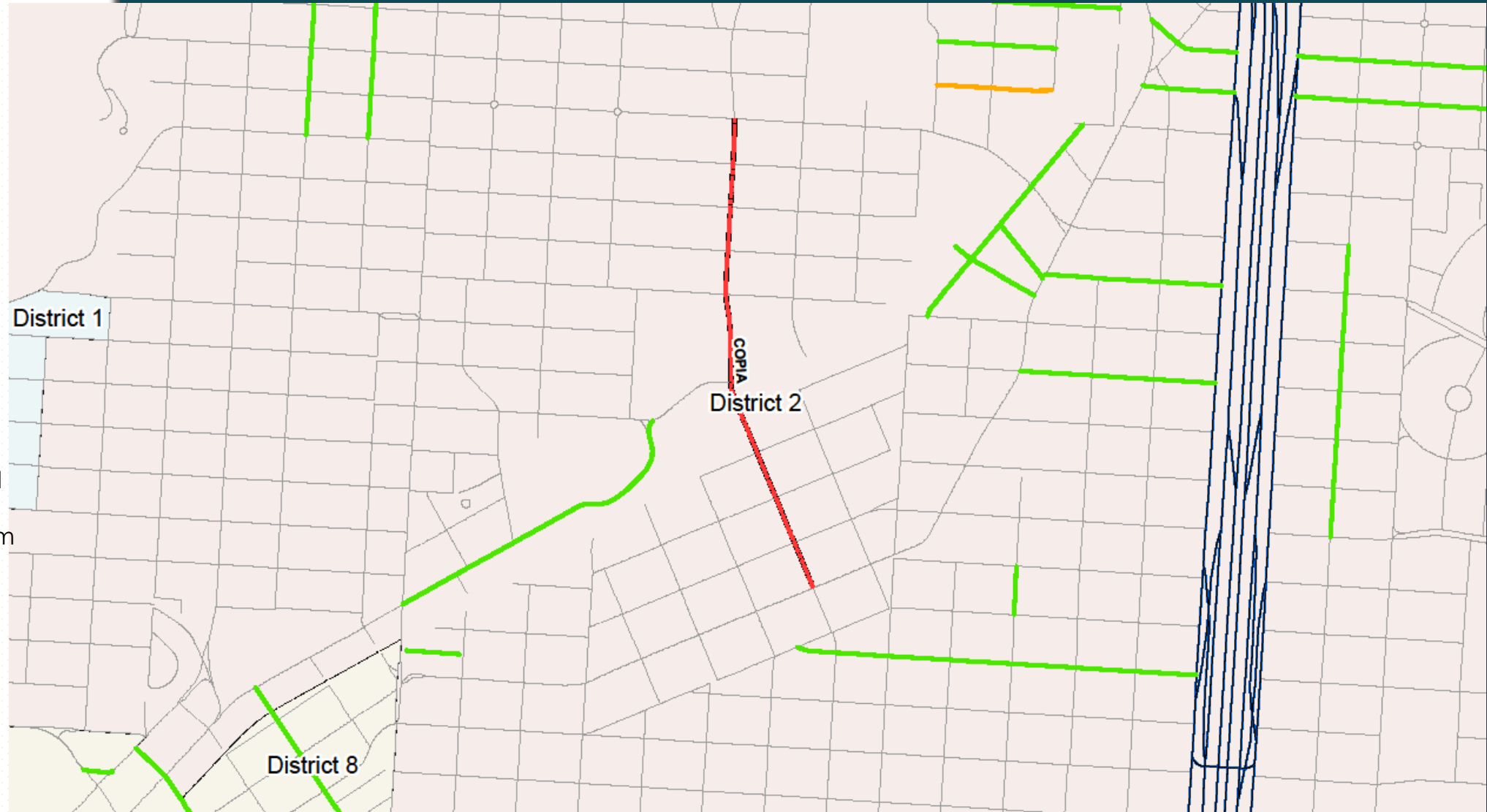
**Magenta** – Proposed residential streets FY21-22

**Orange** – Residential streets from the FY19-20 Program

**Green** – 2012 street CIP

**Red** – Arterial Program

**Blue** – TxDOT



# Giles

## FY2022

### Gateway East to Heid

**Red-Black** – Proposed collector streets

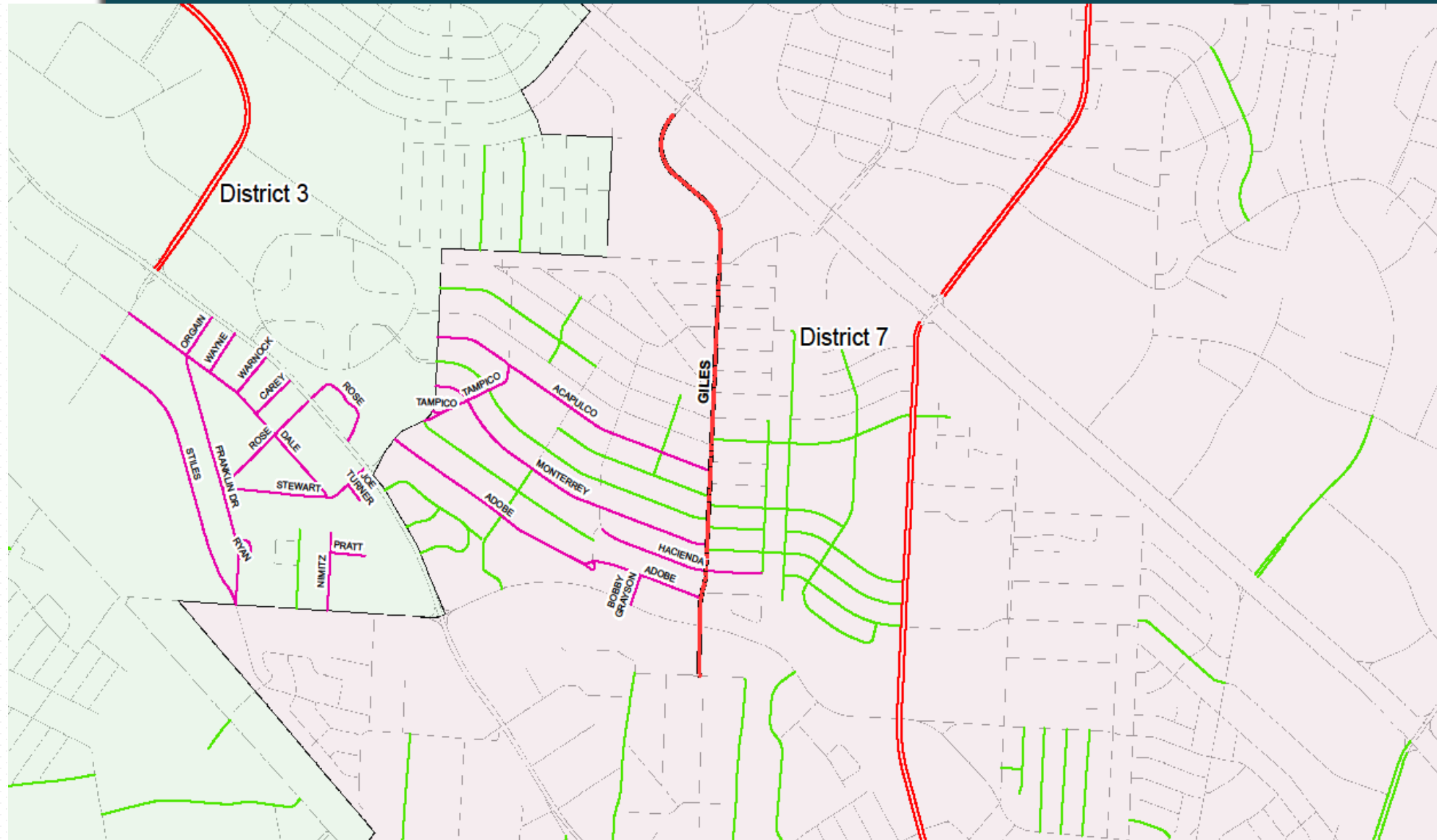
**Magenta** – Proposed residential streets FY21-22

**Orange** – Residential streets from the FY19-20 Program

**Green** – 2012 street CIP

**Red** – Arterial Program

**Blue** – TxDOT



# Saul Kleinfeld

## FY2023

Gwen Evans to Pebble Hills

**Red-Black** – Proposed collector streets

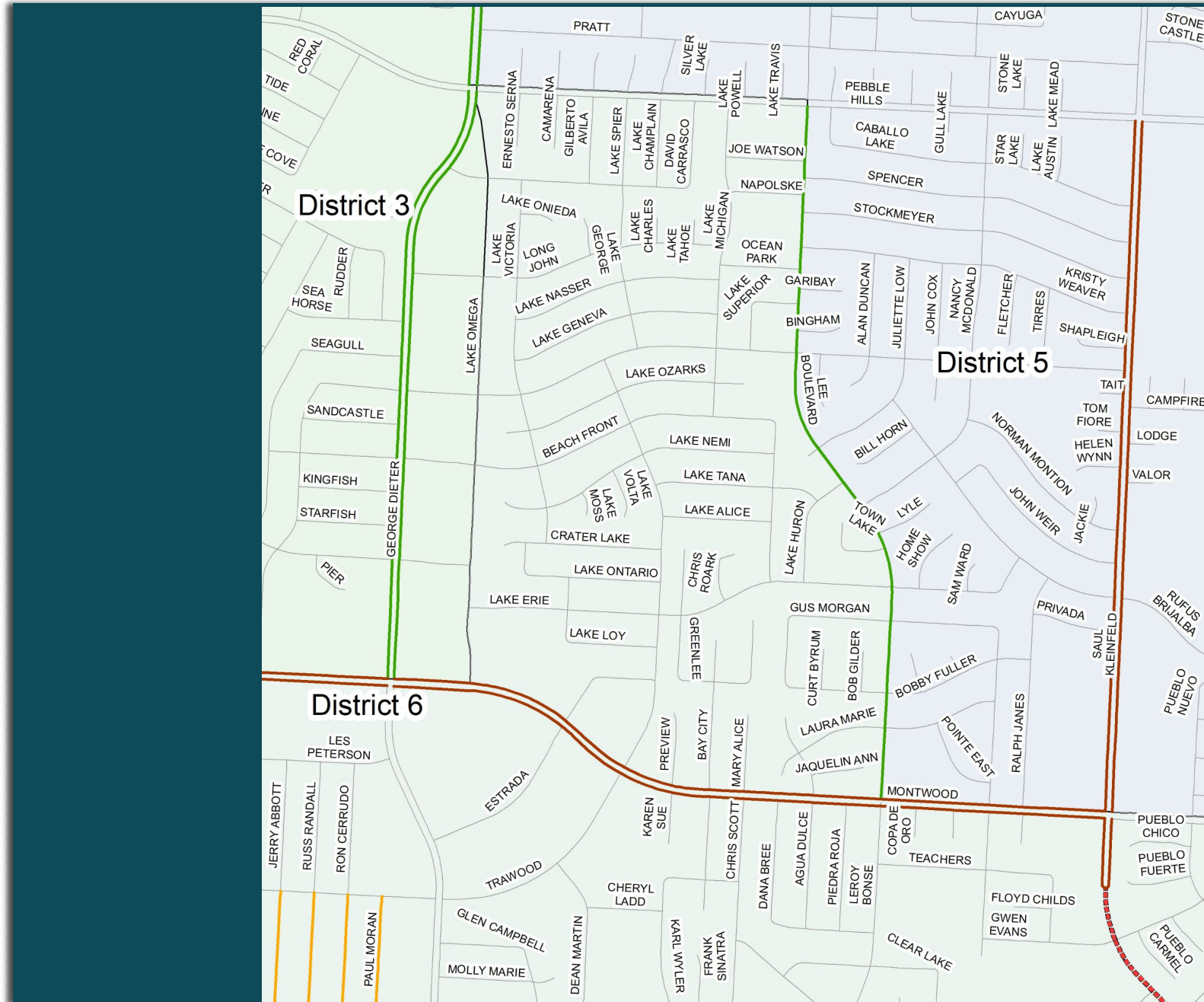
**Magenta** – Proposed residential streets FY21-22

**Orange** – Residential streets from the FY19-20 Program

**Green** – 2012 street CIP

**Red** – Arterial Program

**Blue** – TxDOT







# Residential Street Resurfacing Program \$7M Dedicated Funding

11-13-18 Approved 2 Year List – FY19/20

**Deferred to FY 22**





## FY19/20 Residential Street Paving Plan – Completed in FY2019

Completed - 41

District	Location	From	To	Status	District	Location	From	To	Status
District 1	BERKSHIRE	Brentwood	Waymore	Completed	District 3	SUFFOLK	Castletown	Ballymote	Completed
District 1	BUCKINGHAM	Canterbury	Stanton	Completed	District 3	TYRONE	Castletown	Ballymote	Completed
District 1	CANTERBURY	Stanton	Santa Rita	Completed	District 4	AMBASSADOR	Kenworthy	Kellogg	Completed
District 1	DARWOOD	Krupp	Waymore	Completed	District 4	CAPISTRANO	Cavalier	Mackinaw	Completed
District 1	DONNYBROOK	Okeefe	CDS	Completed	District 4	CAVALIER	Donald	Sun Valley	Completed
District 1	GREENWICH	Krupp	Berkshire	Completed	District 4	CERMAC	Debeers	Abiline	Completed
District 1	HAMPSHIRE	Wallington	Stanton	Completed	District 4	CHEROKEE	Redwood	Mc Combs	Completed
District 1	OKEEFE	Santa Rita	Bacerac	Completed	District 4	COMMODORE	Donald	Sun Valley	Completed
District 1	RIDGECREST	Canterbury	Park Hill	Completed	District 4	EL CAMPO	Kenworthy	Kellogg	Completed
District 1	STANTON	Canterbury	Okeefe	Completed	District 4	HARCOURT	Kenworthy	Kellogg	Completed
District 1	WAYMORE	Mesa	Stanton	Completed	District 4	HOLLYHOCK	Donald	Sun Valley	Completed
District 3	BALLYMOTE	Orkney	Karen	Completed	District 4	HUGG	Donald	Capistrano	Completed
District 3	BAYO	Orkney	Karen	Completed	District 4	MACKINAW	Donald	Sun Valley	Completed
District 3	BLACKWOOD	Cornwall	Yarbrough	Completed	District 4	ROLLING STONE	Kenworthy	Kellogg	Completed
District 3	CASTLETOWN	Edgemere	Limerick	Completed	District 4	ROYAL	Yellowstone	Shennandoah	Completed
District 3	DRUMOND	Castletown	Ballymote	Completed	District 4	SHENANDOAH	Debeers	Fairbanks	Completed
District 3	LAMPLITER	Ballymote	CDS	Completed	District 4	STRAIN	Shennandoah	CDS	Completed
District 3	LIMERICK	Castletown	Ballymote	Completed	District 4	TROPICANA	Kenworthy	Cermac	Completed
District 3	LORNE	Castletown	Ballymote	Completed	District 4	TUMBLEWEED	Kenworthy	Kellogg	Completed
District 3	LUELLA	Orkney	Karen	Completed	District 4	WHYBURN	Donald	Capistrano	Completed
District 3	SALLYBROOK	Edgemere	Ballymote	Completed					

## FY19/20 Residential Street Paving Plan

District	Location	From	To	Status	District	Location	From	To	Status
District 2	CORTE DEL SOL	Mobile	CDS	Deferred	District 6	RANDY PETRI	Billie Marie	George Dieter	Deferred
District 2	IDALIA	Copia	Pollard	Deferred	District 6	ROBERT WYNN	Trawood	George Dieter	Deferred
District 2	JACKSON	Oklahoma	Raynor	Deferred	District 6	RON CERRUDO	Trawood	Bunky Henry	Deferred
District 2	MCKINLEY	Oklahoma	Piedras	Deferred	District 6	RUSS RANDALL	Trawood	Bob Mitchell	Deferred
District 2	MOBILE	Copia	CDS	Deferred	District 6	STEVE SPRAY	James Grant	Robert Wynn	Deferred
District 2	MOREHEAD	Nebraska	Alabama	Deferred	District 6	TOM ULOZAS	Robert Wynn	George Dieter	Deferred
District 2	NATIONS	Nebraska	Alabama	Deferred	District 7	BORRETT	North Loop	Reindeer	Deferred
District 2	PORTER	Alabama CDS	Pollard	Deferred	District 7	CLIFFORD	Niles	Reindeer	Deferred
District 2	SACRAMENTO	Copia	Pollard	Deferred	District 7	CRESTWOOD	Park Haven	Drugan	Deferred
District 2	SAVANNAH	Stevens	Partello	Deferred	District 7	DELL HAVEN	Borett	Pinewood	Deferred
District 5	HICKMAN	Quintana	Edgemere	Deferred	District 7	DRUGAN	Borrett	Moorehead	Deferred
District 5	IVANHOE	Quintana	Edgemere	Deferred	District 7	FOREST HAVEN	Borett	Pinewood	Deferred
District 5	PEACEPIPE	Running Deer	CDS	Deferred	District 7	GLEN HAVEN	Borett	Saint Marys	Deferred
District 5	PROUD EAGLE	Breckenridge	Quintana	Deferred	District 7	LYNN HAVEN	Borett	Saint Marys	Deferred
District 5	QUANAH	Quintana	Edgemere	Deferred	District 7	MOORELAND	Park Haven	Reindeer	Deferred
District 5	QUINTANA	Red Sails	Edgemere	Deferred	District 7	MORERAS	Naranjos	Naranjos	Deferred
District 5	RED HAWK	Spotted Horse	Proud Eagle	Deferred	District 7	NARANJOS	Saint Marys	Reindeer	Deferred
District 5	RISNER	Quintana	Edgemere	Deferred	District 7	PARK HAVEN	Borrett	Naranjos CDS	Deferred
District 5	RUNNING DEER	Breckenridge	Edgemere	Deferred	District 7	PINEWOOD	Park Haven	Reigndeer	Deferred
District 5	SPOTTED HORSE	War Feather	Edgemere	Deferred	District 7	REINDEER	Borrett	Naranjos CDS	Deferred
District 5	TENAHA	Hazel Time	George Dieter	Deferred	District 7	ROSE HAVEN	Borett	Pinewood	Deferred
District 5	WAR ARROW	Quintana	Edgemere	Deferred	District 7	SAINT MARYS	North Loop	Lasso	Deferred
District 5	WAR FEATHER	Running Deer	Proud Eagle	Deferred	District 7	SAINT MATTHEWS	North Loop	Park Haven	Deferred
District 6	BILLIE MARIE	Gene Sarazen	Robert Wynn	Deferred	District 8	BOONE	Alameda	Rivera	Deferred
District 6	BOB MITCHELL	Robert Wynn	George Dieter	Deferred	District 8	CENTRAL	Paisano	Piedras	Deferred
District 6	BUNKY HENRY	Russ Randall	George Dieter	Deferred	District 8	CYPRESS	Piedras	Paisano	Deferred
District 6	FRED MARTI	Billie Marie	George Dieter	Deferred	District 8	HAMMETT	Frutas	Alameda	Deferred
District 6	GENE SARAZEN	Robert Wynn	George Dieter	Deferred	District 8	MAGOFFIN	Eucalyptus	Piedras	Deferred
District 6	JACK CUPIT	Russ Randall	George Dieter	Deferred	District 8	PERA	Magoffin	Alameda	Deferred
District 6	JAMES GRANT	Robert Wynn	George Dieter	Deferred	District 8	RIVERA	Gateway North	Boone	Deferred
District 6	JERRY ABBOTT	Trawood	Bob Mitchell	Deferred	District 8	SAN ANTONIO	Piedras	Copia CDS	Deferred
District 6	PAUL MORAN	Trawood	Bunky Henry	Deferred					

**Deferred**  
**to FY 22**

Deferred - 63

# \$7M Annual Dedicated Residential Resurfacing Program

List presented to City Council  
1/7/20 for FY2021 and FY2022

Deferred to FY 23/24



## Selection Criteria

- Street Maintenance Fee proposed in future FY 23 and FY 24 budgets will include allocations of \$7,000,000 for residential streets (recurring); current street project candidates were selected for the next two project years (23-24)
- PCI data shows a significant need requiring a systemic approach
- Project streets included emphasis on the following:
  1. **PCI Data** from the recent assessment – new PCI's drive the selection criteria
  2. **Utility Clearances** – selected streets were vetted with utility partners to ensure there are no water, gas, electric line issues that could cause them to be cut into within the next few years
  3. **Geographic Locations** – where feasible, candidates were selected near areas where the City has paved in the 2012 CO's, the Arterial Program, and the Residential paving program to complete neighborhoods
- Streets identified through PCI were cross-checked against streets requested in the budget process, streets on the unfunded CIP list, and streets included in public initiated service requests

**Deferred  
to  
FY 23/24**

Dist	Location	From	To	Dist	Location	From	To
1	BALTIMORE	Florence	Piedmont	3	JOE TURNER	Stewart	CDS
1	CAMPBELL	Wellesly	Kerby	3	NIMITZ	Carolina	CDS
1	CHAPARRAL	Turney	Mesita	3	ORGAIN	Dale	North Loop
1	CHARIOT	Mesita	CDS	3	PRATT	Nimitz	CDS
1	DARWOOD	Waymore	O'Keefe	3	ROSE	Franklin	North Loop
1	FLORENCE	Gregory	Robinson	3	RYAN	Franklin	Franklin
1	HIXSON	Mesita	Alethia Park	3	STEWART	Franklin	North Loop
1	KERN	Mesa	Stanton	3	STILES	Dodge	Carolina
1	MESITA	Mesa	Stanton	3	WARNOCK	Dale	North Loop
1	MISSISSIPPI	Florence	Rowena	3	WAYNE	Dale	North Loop
1	MORROW	Stockwell	Galloway	4	COCKRELL	Salem	CDS
1	NYE	Baltimore	Cincinnati	4	DEARBORNE	Mackinaw	CDS
1	OCHOA	Baltimore	Cincinnati	4	DUNLAP	Triumph	Dearborne
1	STOCKWELL	Moore	Piedmont	4	EDINBURG	McCombs	CDS
1	WHITAKER	Stockwell	Galloway	4	GARLAND	Salem	CDS
2	ATLAS	Alabama	Gateway South	4	HEMMINGWAY	McCombs	Kensington
2	POLK	Russell	Pollard	4	HODGES	Kendall	Norwood
2	TAYLOR	Piedras	Copia	4	KENDALL	Salem	Dearborne
2	TITANIC	Alabama	Gateway South	4	KENSINGTON	McCombs	Edinburg
2	TYLER	Elm	Pollard	4	MACKINAW	Salem	Dearborne
2	VOLCANIC	Alabama	Gateway South	4	MCCORMICK	Nolan	CDS
3	CAREY	Dale	North Loop	4	NOLAN	Salem	McCormick
3	DALE	Dodge	Stewart	4	NORWOOD	Kendall	Warren
3	FRANKLIN DR	Dale	Carolina	4	SYCENE	Rushing	CDS
3	GLARDON	Green Valley	Green Valley	4	WARREN	Salem	Edinburg



**Deferred  
to  
FY 23/24**

Dist	Location	From	To	Dist	Location	From	To
5	BLUE MOON	Rising Sun	CDS	6	MORALES	Juno	CDS
5	BRECKENRIDGE	Red Sails	George Dieter	6	OLD PUEBLO	Zaragoza	Alameda
5	BROKEN ARROW	CDS	CDS	6	PALLA	Hancock	Cana
5	CHICKASAW	Pendleton	Broken Bow	6	PRESA	Roseway	Alameda
5	GHOST DANCE	Pendleton	Pendleton	6	SAINT ANTHONY	Candalaria	Juno
5	KACHINA	CDS	CDS	6	SAN FERNANDO	Candalaria	Juno
5	LONE WOLF	Pendleton	Pendleton	6	SAN PEDRO	Gaspar	CDS
5	PENDLETON	Turner	Edgemere	6	SANDOVAL	Candalaria	San Fernando
5	RED CLOUD	Breckenridge	CDS	6	VALDIVIEZ	Candalaria	Juno
5	RISING STAR	Rising Sun	Pendleton	7	ACAPULCO	Hunter	Giles
5	RISING SUN	Tenaha	Edgemere	7	ADOBE	Hunter	Giles
5	SMOKE SIGNAL	Kachina	CDS	7	BOBBY GRAYSON	Adobe	Carolina
5	SOARING EAGLE	Kachina	CDS	7	CROW	Janway	Septiembre
5	STILL WATER	Broken Arrow	Pendleton	7	HACIENDA	Ameca	Santa Barbara
5	TEKOA	Smoke Signal	CDS	7	MONTERREY	Hunter	Giles
5	TENAHA	Red Sails	Hazel Time	7	OCTUBRE	Crow	Lomaland
5	WOOSTER	Breckenridge	CDS	7	SEPTIEMBRE	Mosswood	Montwood
6	BENITO	Candalaria	CDS	7	TAMPICO	Hunter	Acapulco
6	CANA	Juno	Alameda	7	FRANKLIN	Carolina	East
6	CANANEA	Alameda	CDS	7	LA SENDA	McCune	CDS
6	CANDELARIA	Roseway	Alameda	8	ARIZONA	Ochoa	St Vrain
6	CERES	Hancock	Cana	8	CALIFORNIA	Ochoa	St Vrain
6	COLINA	Alameda	CDS	8	CLIFF	Ochoa	St Vrain
6	COLMENERO	Candalaria	CDS	8	NEVADA	Ochoa	St Vrain
6	GASPAR	Alameda	Socorro	8	OCHOA	Schuster	Wyoming
6	HANCOCK	Juno	Presa	8	RIVER	Ochoa	St Vrain
6	IRMA	Old Pueblo	CDS	8	SAINT VRAIN	Cliff	Missouri
6	JUNO	Cana	Leonardo	8	VIRGINIA	Schuster	Missouri
6	LEONARDO	Juno	Roseway	8	WYOMING	Ochoa	St Vrain
6	LOLITA	Valdivez	CDS	8	YANDELL	Ochoa	St Vrain

## District 1

**Deferred  
to FY 23/24**

Dist	Location	From	To
1	BALTIMORE	Florence	Piedmont
1	CAMPBELL	Wellesly	Kerby
1	CHAPARRAL	Turney	Mesita
1	CHARIOT	Mesita	CDS
1	DARWOOD	Waymore	O'Keefe
1	FLORENCE	Gregory	Robinson
1	HIXSON	Mesita	Alethia Park
1	KERN	Mesa	Stanton
1	MESITA	Mesa	Stanton
1	MISSISSIPPI	Florence	Rowena
1	MORROW	Stockwell	Galloway
1	NYE	Baltimore	Cincinnati
1	OCHOA	Baltimore	Cincinnati
1	STOCKWELL	Moore	Piedmont
1	WHITAKER	Stockwell	Galloway

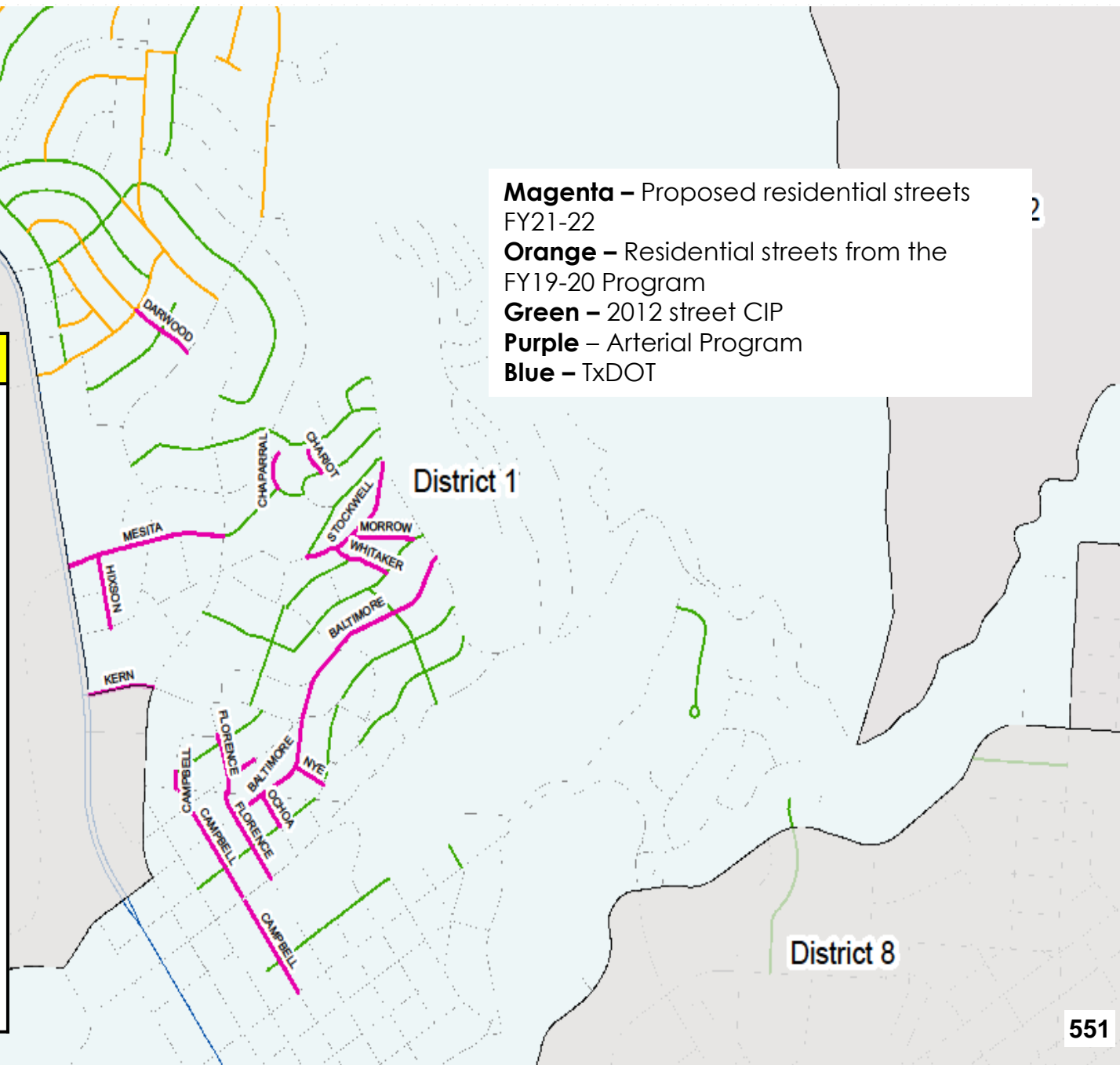
**Magenta** – Proposed residential streets  
FY21-22

**Orange** – Residential streets from the  
FY19-20 Program

**Green** – 2012 street CIP

**Purple** – Arterial Program

**Blue** – TxDOT





## District 2

**Deferred  
to  
FY 23/24**

Dist	Location	From	To
2	ATLAS	Alabama	Gateway South
2	POLK	Russell	Pollard
2	TAYLOR	Piedras	Copia
2	TITANIC	Alabama	Gateway South
2	TYLER	Elm	Pollard
2	VOLCANIC	Alabama	Gateway South

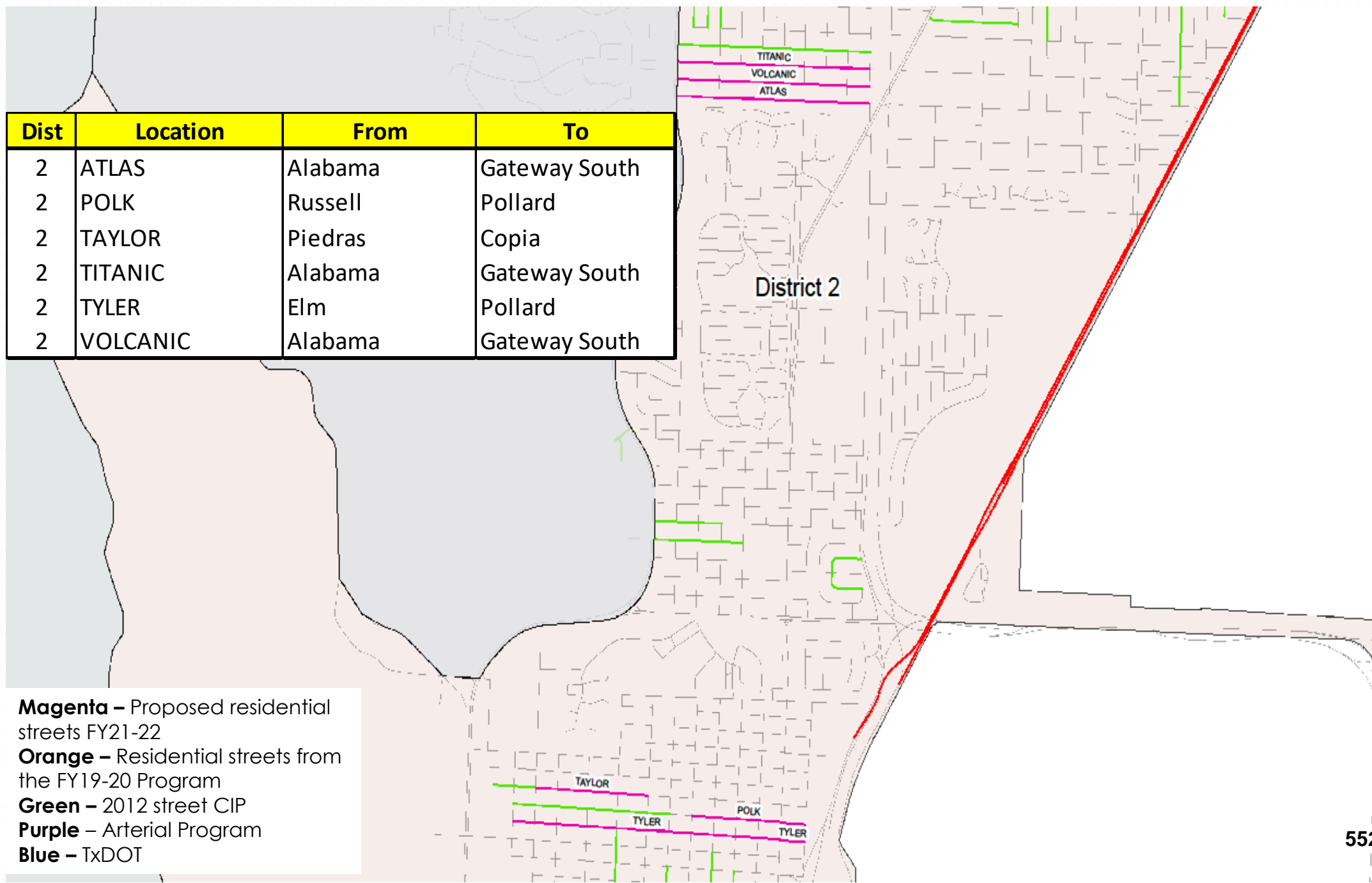
**Magenta** – Proposed residential streets FY21-22

**Orange** – Residential streets from the FY19-20 Program

**Green** – 2012 street CIP

**Purple** – Arterial Program

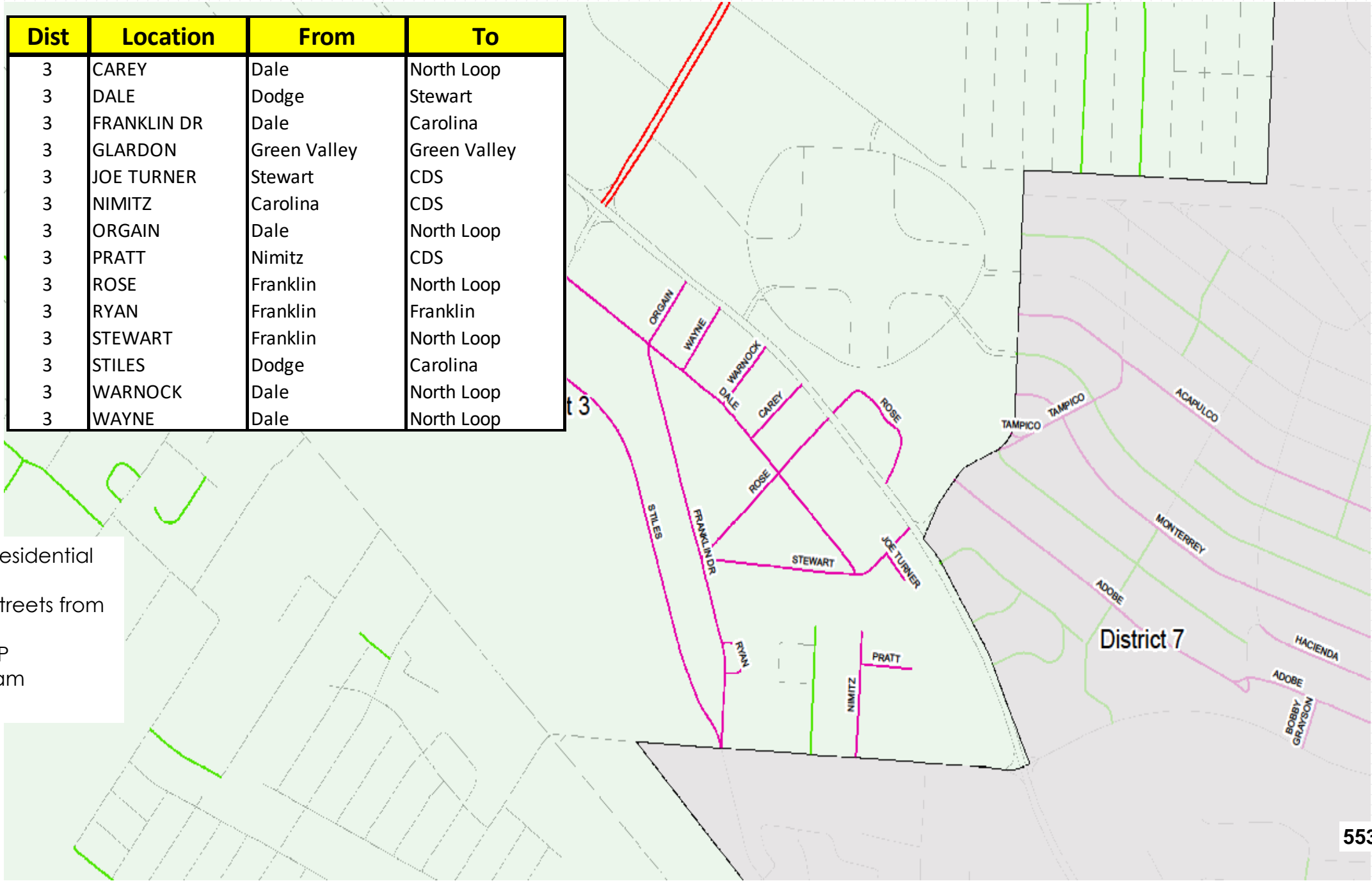
**Blue** – TxDOT



# **District 3**

## **Deferred to FY 23/24**

Dist	Location	From	To
3	CAREY	Dale	North Loop
3	DALE	Dodge	Stewart
3	FRANKLIN DR	Dale	Carolina
3	GLARDON	Green Valley	Green Valley
3	JOE TURNER	Stewart	CDS
3	NIMITZ	Carolina	CDS
3	ORGAIN	Dale	North Loop
3	PRATT	Nimitz	CDS
3	ROSE	Franklin	North Loop
3	RYAN	Franklin	Franklin
3	STEWART	Franklin	North Loop
3	STILES	Dodge	Carolina
3	WARNOCK	Dale	North Loop
3	WAYNE	Dale	North Loop



**Magenta** – Proposed residential streets FY21-22  
**Orange** – Residential streets from the FY19-20 Program  
**Green** – 2012 street CIP  
**Purple** – Arterial Program  
**Blue** – TxDOT

**Magenta** – Proposed residential streets  
FY21-22

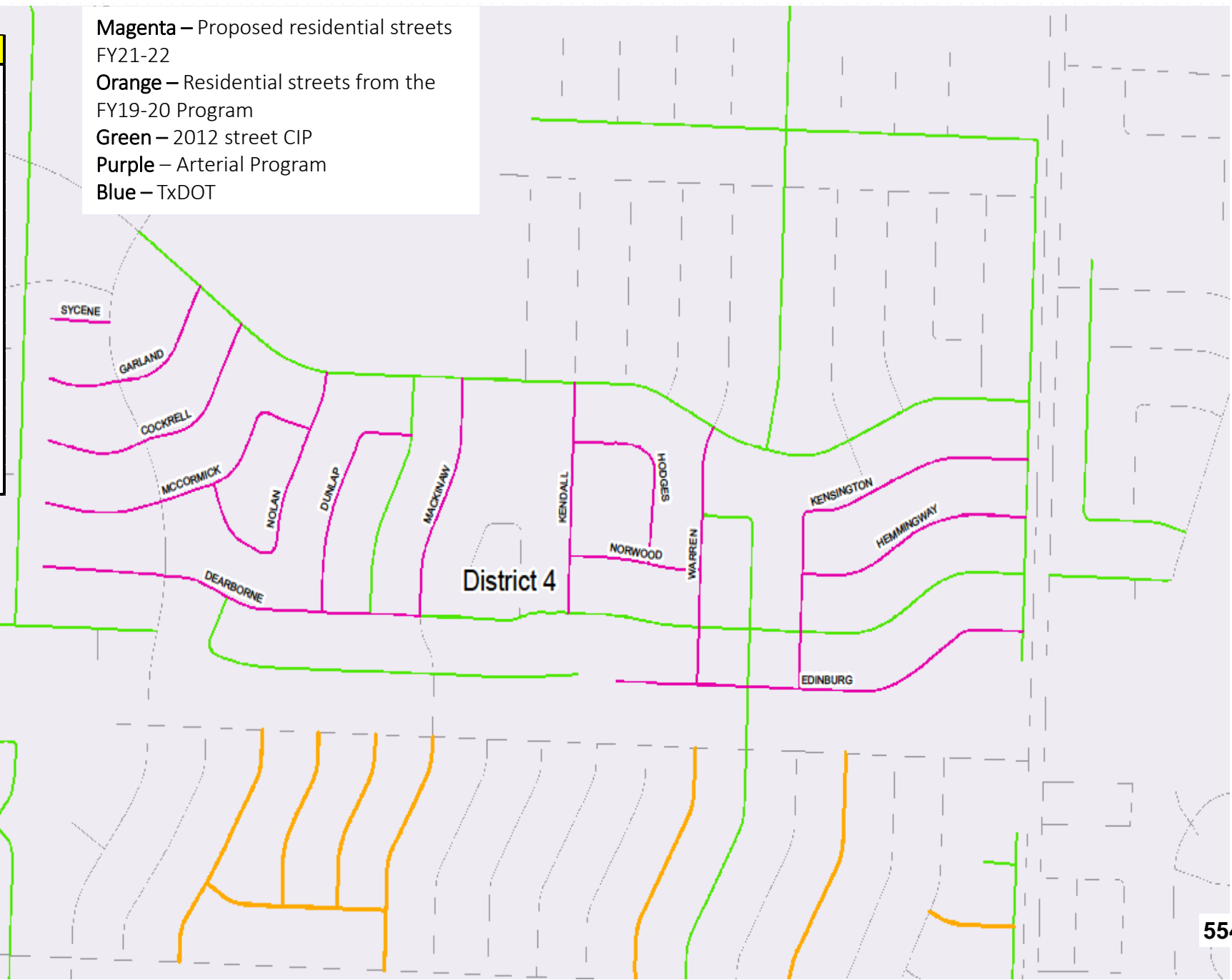
**Orange** – Residential streets from the  
FY19-20 Program

**Green** – 2012 street CIP

**Purple** – Arterial Program

**Blue** – TxDOT

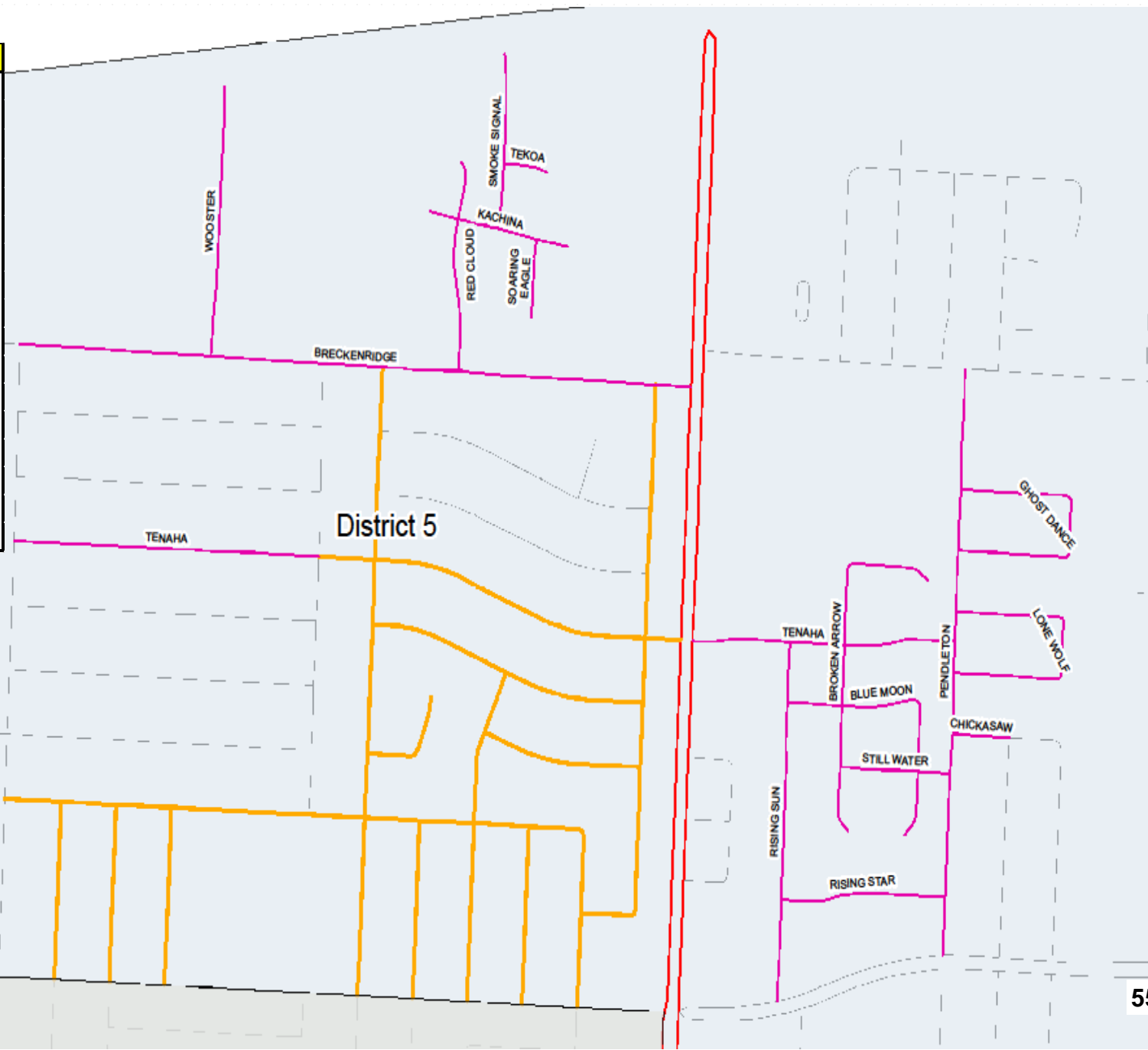
Dist	Location	From	To
4	COCKRELL	Salem	CDS
4	DEARBORNE	Mackinaw	CDS
4	DUNLAP	Triumph	Dearborne
4	EDINBURG	McCombs	CDS
4	GARLAND	Salem	CDS
4	HEMMINGWAY	McCombs	Kensington
4	HODGES	Kendall	Norwood
4	KENDALL	Salem	Dearborne
4	KENSINGTON	McCombs	Edinburg
4	MACKINAW	Salem	Dearborne
4	MCCORMICK	Nolan	CDS
4	NOLAN	Salem	McCormick
4	NORWOOD	Kendall	Warren
4	SYCENE	Rushing	CDS
4	WARREN	Salem	Edinburg



## District 4

**Deferred  
to  
FY 23/24**

Dist	Location	From	To
5	BLUE MOON	Rising Sun	CDS
5	BRECKENRIDGE	Red Sails	George Dieter
5	BROKEN ARROW	CDS	CDS
5	CHICKASAW	Pendleton	Broken Bow
5	GHOST DANCE	Pendleton	Pendleton
5	KACHINA	CDS	CDS
5	LONE WOLF	Pendleton	Pendleton
5	PENDLETON	Turner	Edgemere
5	RED CLOUD	Breckenridge	CDS
5	RISING STAR	Rising Sun	Pendleton
5	RISING SUN	Tenaha	Edgemere
5	SMOKE SIGNAL	Kachina	CDS
5	SOARING EAGLE	Kachina	CDS
5	STILL WATER	Broken Arrow	Pendleton
5	TEKOA	Smoke Signal	CDS
5	TENAHA	Red Sails	Hazel Time
5	WOOSTER	Breckenridge	CDS



## District 5

**Deferred  
to  
FY 23/24**

**Magenta** – Proposed residential streets  
FY21-22

**Orange** – Residential streets from the  
FY19-20 Program

**Green** – 2012 street CIP

**Purple** – Arterial Program

**Blue** – TxDOT

## District 6

**Deferred  
to  
FY 23/24**

District 6

Dist	Location	From	To
6	BENITO	Candalaria	CDS
6	CANA	Juno	Alameda
6	CANANEA	Alameda	CDS
6	CANDELARIA	Roseway	Alameda
6	CERES	Hancock	Cana
6	COLINA	Alameda	CDS
6	COLMENERO	Candalaria	CDS
6	GASPAR	Alameda	Socorro
6	HANCOCK	Juno	Presa
6	IRMA	Old Pueblo	CDS
6	JUNO	Cana	Leonardo
6	LEONARDO	Juno	Roseway
6	LOLITA	Valdiviez	CDS
6	MORALES	Juno	CDS
6	OLD PUEBLO	Zaragoza	Alameda
6	PALLA	Hancock	Cana
6	PRESA	Roseway	Alameda
6	SAINT ANTHONY	Candalaria	Juno
6	SAN FERNANDO	Candalaria	Juno
6	SAN PEDRO	Gaspar	CDS
6	SANDOVAL	Candalaria	San Fernando
6	VALDIVIEZ	Candalaria	Juno

**Magenta** – Proposed residential streets  
FY21-22

**Orange** – Residential streets from the  
FY19-20 Program

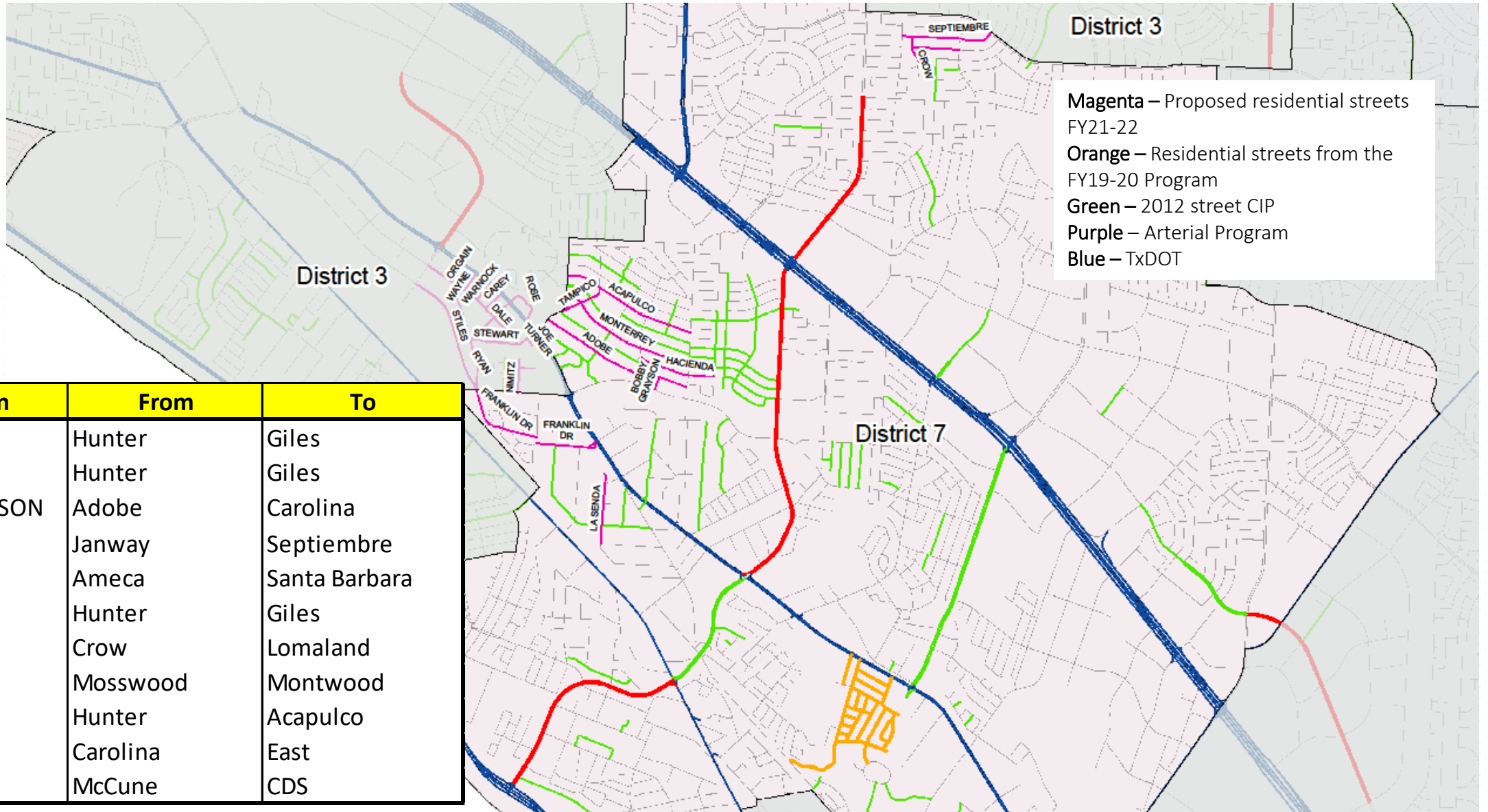
**Green** – 2012 street CIP

**Purple** – Arterial Program

**Blue** – TxDOT

## District 7

**Deferred  
to  
FY 23/24**

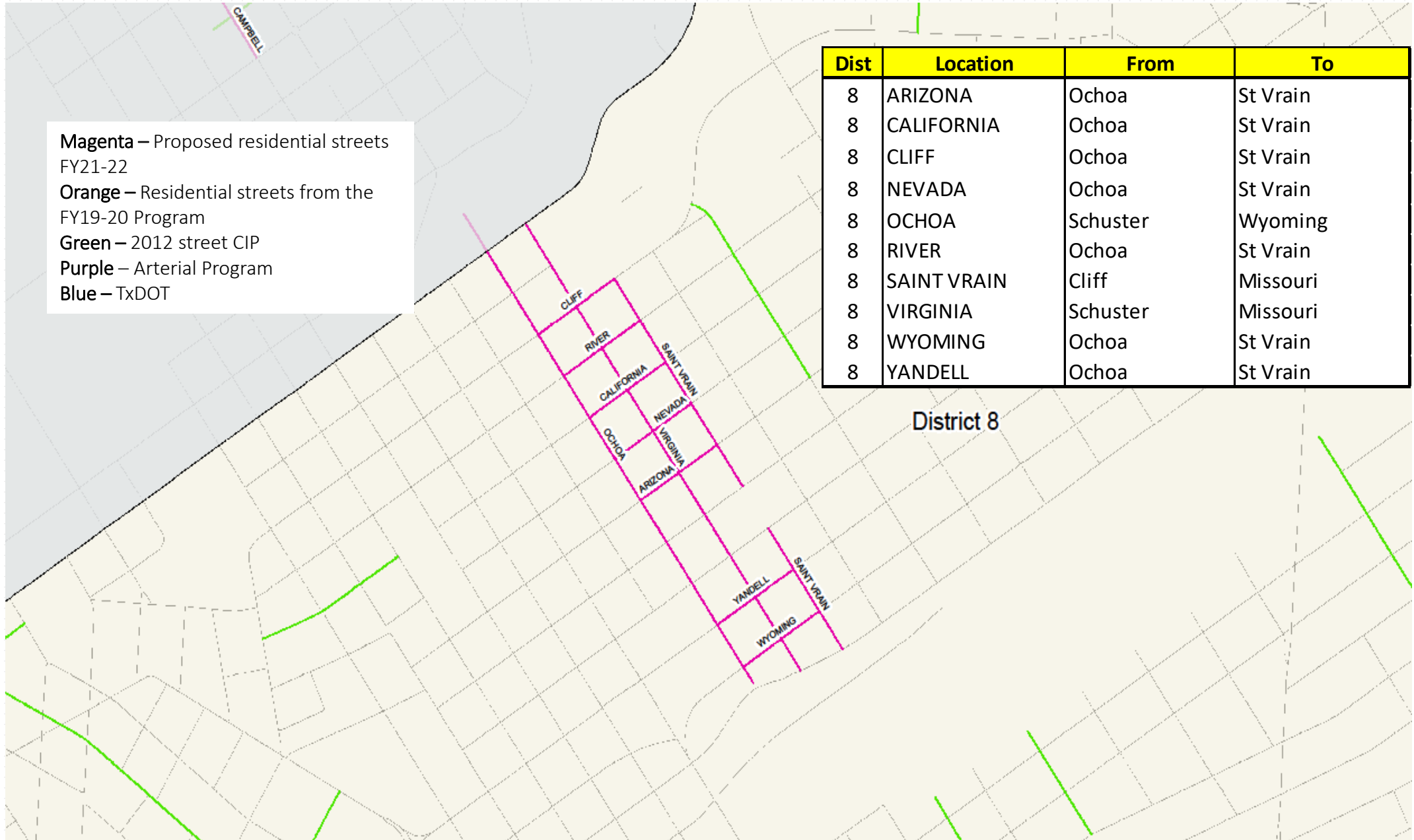




# **District 8**

## **Deferred to FY 23/24**

**Magenta** – Proposed residential streets  
FY21-22  
**Orange** – Residential streets from the  
FY19-20 Program  
**Green** – 2012 street CIP  
**Purple** – Arterial Program  
**Blue** – TxDOT





# 2017 Capital Plan

## Approved by City Council on August 7, 2017



# 17 Completed Projects

Project Name	
Alameda and Whittier Signal	Pebble Hills and Sun Fire Signal
Chamizal Pedestrian Enhancements Phase I	Pellicano and Michelangelo Signal
Kenworthy and Sun Valley Signal	Resler and Nardo Goodman Signal
Marcus Uribe and Sean Haggerty Signal	Resler and Norther Pass Signal
North Loop and Lafayette Signal	Schuster and El Paso Signal
Northwestern and Helen of Troy Signal	Tierra Cortez and Tierra Este Signal
Paseo de las Luces	Zaragoza and John Hayes Signal
Pebble Hills and Rich Beem Signal	Zaragoza POE, Winn Road, Pan American Drive Improvements
Silver Springs and Shadow Mountain Signal	

## 2 Projects in Design

Project	District	Estimate	Est. Construction Start
Doniphan and Bird Signal	8	\$300,000	Projects will bid as one contract – RR agreements approved by City Council
Doniphan and West Green Signal	1	\$300,000	

## 3 Projects in Bidding

Project	District	Estimate	Est. Construction Start
Bicycle Connectivity Phase I (Repeats in 2018 Cap Plan)	CW	\$2,332,844	Spring 2021
Rio Del Norte Intersection Improvements (Federal Program)	6	\$500,000	Spring 2021
Chamizal Pedestrian Enhancements Phase 2	8	\$1,333,502	Spring 2021

## 1 Project Previously Deferred

Project	District	Estimate	Est. Construction Start
Oregon Lighting	8	\$2,000,000	TBD

# 2018 Capital Plan

## Approved by City Council on December 18, 2017





## 1 Project in Design

Project	District	Estimate	Est. Construction Start
Railroad Reconstruction	4	\$13,777,436	TBD

## 2 Projects in Construction

Project	District	Estimate	Est. Completion
Brian Ray Reconstruction	6	\$2,121,000	Spring 2021
Hawkins Reconstruction	3	\$9,360,000	Spring 2021

### 3 Previously Deferred Projects

Project	District	Estimate	Est. Construction Start
Promenade at Main and El Paso Streets	8	\$43,506	2021
Schuster Reconstruction	1,8	\$7,559,900	2021
Ted Houghton Reconstruction	6	\$1,273,080	2022

### 1 Project Complete

Project	District	Estimate	Status
Downtown Sidewalks	CW	\$598,700	Complete

# 2019 Capital Plan

Approved by City Council on  
April 30, 2018, amended on  
July 23, 2018





## 10 Projects in Design

Project	District	Estimate	Est. Construction Start
Pebble Hills, Airport Road, Vista Del Sol Roadway Lighting and Landscape Improvements	2,3,6,7	\$7,455,500	2023
Sun City Lights	2,6,7	\$3,150,000	2024
Sunland Park, Shadow Mountain, Westwind, Redd Road Phase II ,Executive Center Roadway Lighting and Landscape Improvements	1,8	\$10,727,200	2023

## 6 Projects in Construction

Project	District	Estimate	Est. Completion
Pellicano Dr, Railroad Dr, Cotton Street Median Improvements	1,2,4,6,8	\$10,079,200	Summer 2021
Yarbrough South, George Dieter & Lee Trevino Roadway Lighting and Median Landscape	7	\$8,327,600	Summer 2021

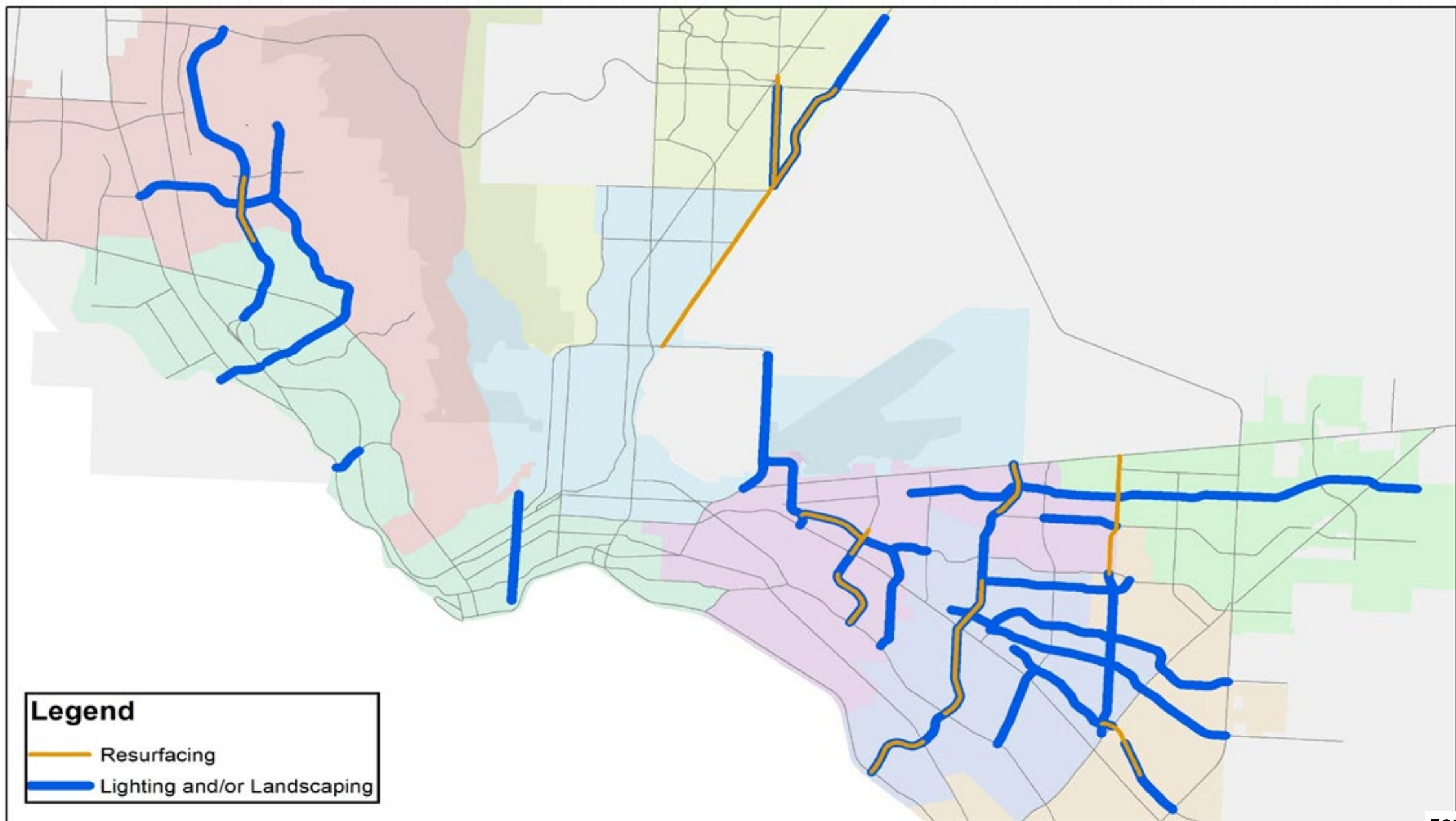
Highlighted Projects: Previously Deferred – will now move into construction after design is complete

# Future Projects

Project	District	Estimate
El Paso Citywide Wayfinding Phase I , II and III	CW	\$1,030,000
Phase 3 Lighting and Landscape Improvements:  Edgemere Drive Hunter Drive Mc Combs Street Trawood Drive Resler Drive Rojas Drive	CW	\$20,597,000

Highlighted Projects: Previously Deferred – will now move into construction after design is complete

# Top 25 Arterial Improvements



# 2020 Capital Plan

## Approved by City Council December 9, 2019



# 19 Projects in Pre-Design / Design

Project	District	Estimate	Est. Construction Start
Dyer and Tiger Eye traffic signal	4	\$37,773	2023
Edgemere and Tierra Dorada traffic signal	5	\$39,810	2023
Edgemere and Tim Foster traffic signal	5	\$39,810	2023
Frontera & Roxbury School Flasher	1	\$37,773	2023
Hawkins and WH Burges traffic signal	3	\$37,773	2023
Lee Trevino and Ivanhoe traffic signal	3	\$37,773	2023
Mesa Hills and Cabaret traffic signal	8	\$39,810	2023
North Loop and Burgundy traffic signal	6	\$37,773	2023
Paseo Del Norte and Greatwolf Lodge traffic Signal	1	\$39,810	2023
Paseo Del Norte and Northern Pass traffic signal	1	\$37,773	2023
Pebble Hills and John Hayes traffic signal	5	\$39,810	2023

Highlighted Projects: Previously Deferred – will now move into construction after design is complete



## 19 Projects in Pre-Design / Design (Cont'd)

Project	District	Estimate	Est. Construction Start
Pebble Hills and Tierra Mina traffic signal	5	\$39,810	2023
Pebble Hills and Tim Foster traffic signal	5	\$39,810	2023
Rich Beem and Ralph Seitsinger traffic signal	5	\$37,773	Early 2021
Sean Haggerty and Rushing traffic signal	4	\$37,773	2023
Sun City Lights - District 3	3	\$1,060,800	2024
Ventana and Tierra Este traffic signal	5	\$39,810	2023
Zaragoza and Castner traffic signal	6,7	\$39,810	2023
Zaragoza and Golden Gate traffic signal	6	\$39,810	2023

Highlighted Projects: Previously Deferred – will now move into construction after design is complete

## Mission

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

## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople

## Vision

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



# THANK YOU



Legislation Text

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File #: 21-211, Version: 2

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

**All Districts**

Community & Human Development, Nicole Ferrini, (915) 212-1622

Community & Human Development, Nickole Rodriguez, (915) 212-1676

**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 Round 5 of the Neighborhood Improvement Program (NIP).

**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?*

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.

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

**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 + Human Development

**AGENDA DATE:** February 16<sup>th</sup>, 2021

**CONTACT PERSON/PHONE:** Nicole Ferrini, Director 915-212-1659

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL 8:** Nurture and Promote a Healthy, Sustainable Community

**SUBJECT:** Management update on Round 5 of the Neighborhood Improvement Program (NIP).

**BACKGROUND / DISCUSSION:** The Neighborhood Improvement Program (NIP) provides the opportunity for recognized neighborhood associations to identify small-scale public improvements in their neighborhoods and submit applications to compete to fund those projects. \$10 Million was included in the 2012 Quality of Life Bond to fund the NIP over a period of approximately 10 years. To date, under that funding, 72 NIP projects totaling \$6 Million have been awarded to 48 different neighborhood associations.

**PRIOR COUNCIL ACTION:**

City Council approved the following resolution:

- 11/26/2019 – Approved funds for recommended projects for Round 4

City Council approved the following rounds of Neighborhood Improvement Program projects under 2012 QOL Bond funds:

- Round 1 - 06/24/2014 – 18 projects
- Round 2 - 06/23/2015 – 15 projects
- Round 3 - 01/24/2017 – 20 projects
- Round 4 - 11/26/2019 – 19 projects.

**AMOUNT AND SOURCE OF FUNDING:**

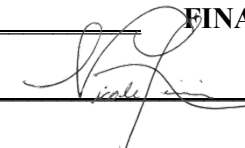
2012 Quality of Life Bond

**BOARD / COMMISSION ACTION:**

N/A

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

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

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


**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



# Round 5 Update

### NIP Overview

A total of \$4 million is allocated for Round 5. Twenty-five percent (25%) is set aside (\$1 million) to cover engineering costs to include engineering services, design, procurement and contract compliance. These engineering costs will be managed by CID. The remaining funds are allocated equally per District and are competitive among associations within the same District for project construction and contingency costs. The table below does not include any rollover funds from previous rounds

ROUND	AMOUNT
1	\$1,000,000
2	\$1,000,000
3	\$1,000,000
4	\$3,000,000
5	\$4,000,000
<b>TOTAL</b>	<b>\$10,000,000</b>

### Round 5 Funding

A total of \$4 million is allocated for Round 5. Twenty-five percent (25%) is set aside (\$1 million) to cover engineering cost to include engineering services, design, procurement and contract compliance. This engineering costs will be managed by CID. The remaining funds is allocated equally per District and is competitive among association with the same District for project construction and contingency costs. The table below does not include any rollover funds from previous rounds.

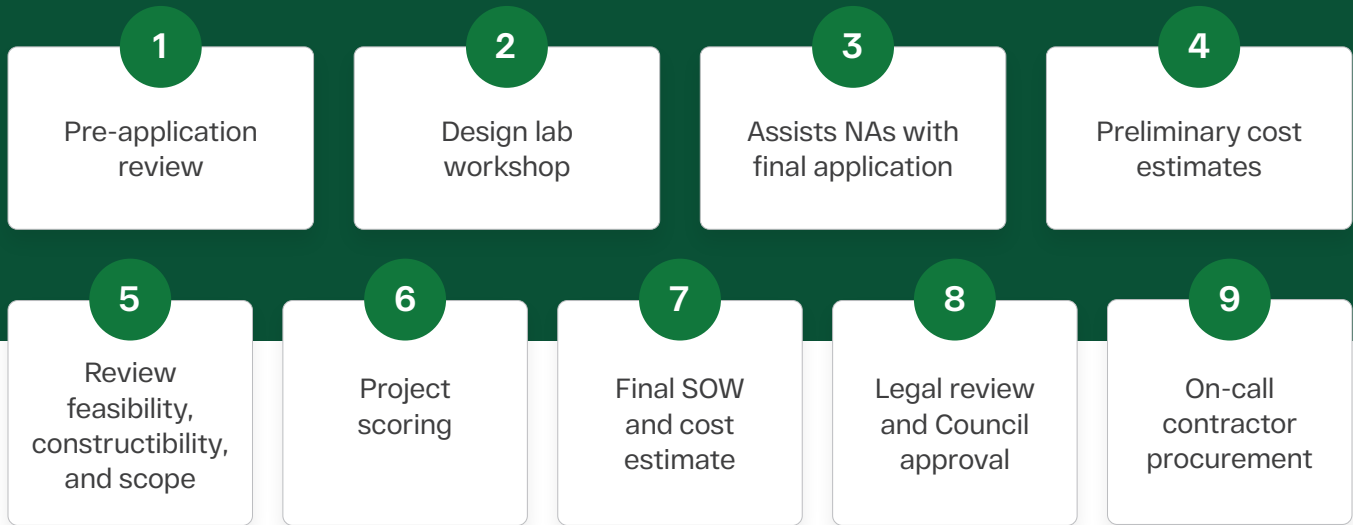
DISTRICT	ROUND ALLOCATION
1	\$375,000
2	\$375,000
3	\$375,000
4	\$375,000
5	\$375,000
6	\$375,000
7	\$375,000
8	\$375,000

### NIP Application

Neighborhood Services (NS) will work with the Neighborhood Coalition and the various Neighborhood Associations to open up the application process and make them aware of the application timelines.

	OPEN	DUE
Pre-Application	Monday February 22, 2021	Friday April 2, 2021
Design Lab	TBD	
Final Applications	Monday April 5, 2021	Friday June 4, 2021

## NIP Round 5 Process



### Pre-Application and Internal Review

1. Projects are grouped by scale, scope, and type in the pre-application stage
2. In-house CID design assessment for pre-apps
  - a. Identify a/e services where needed
  - b. Survey and earthwork needed
  - c. Review and pre-score
  - d. Design Lab Workshop (with applicants)
    - i. Project intent review and prioritization
    - ii. SOW revisions as needed
    - iii. Pre-application modifications accepted
  - e. Final Applications received
  - f. Scoring and ranking of projects:
    - i. Equity calculator
    - ii. Sustainability coordination
3. Constructability Analysis
4. Cost estimates for project budgets

### User Department and Internal Management

1. CID and DCHD will group all the NIP projects

for each user department and develop a project schedule

2. User Departments will assign one representative to coordinate with CID on the following items:
  - a. All pre-application SOWs will be reviewed for comment
  - b. Final SOW will be approved and signed off by the user department representative prior to finalizing project design
3. Community Meetings will be organized through DCHD and CID to provide assistance to potential applicants. Those meetings include:
  - a. Preliminary meetings (Design Lab – in pre-planning phase)
  - b. Progress meetings with NAs if needed (for more complex projects)
  - c. Final meetings – final project design/scope and anticipated schedule

### Council Approval & Procurement

1. All approved projects will be taken to council with finalized project budgets
2. Procurement of design and construction contractors will follow Council Approval



# Neighborhood Improvement Program (NIP) Round 5

**Nickole Rodriguez**

Community Development Program Manager  
Community + Human Development



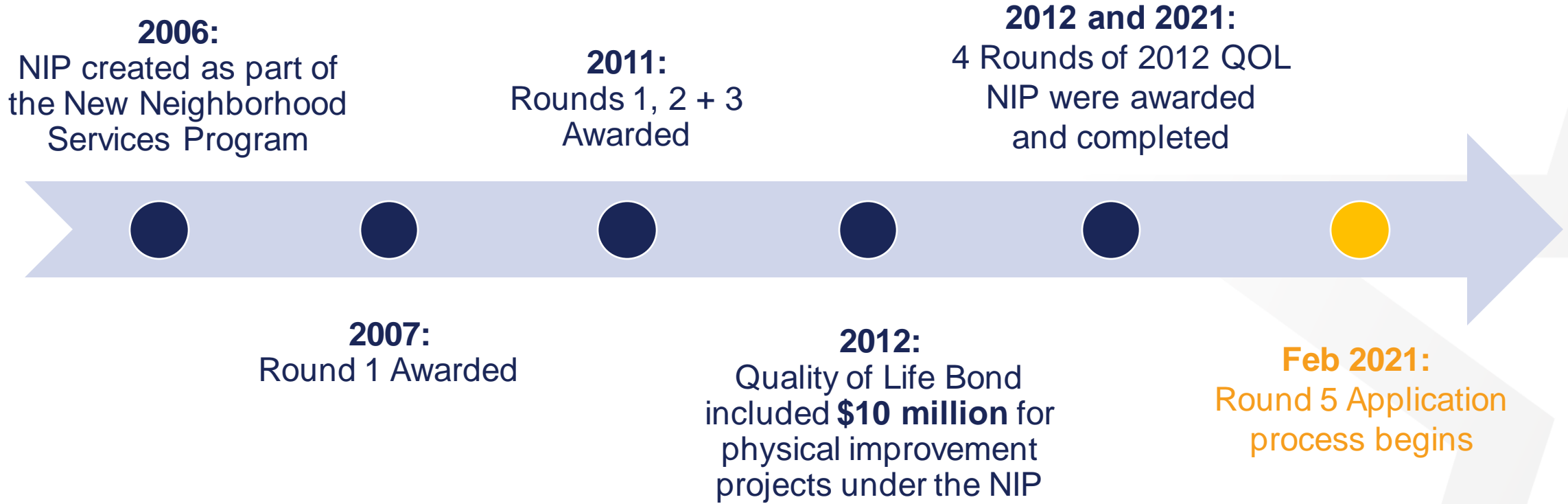
# Neighborhood Improvement Program

- The Neighborhood Improvement Program (NIP) provides an opportunity for **recognized neighborhood associations** to request *small-scale, permanent physical improvement projects* to enhance the quality of life in their neighborhoods.
- NIP projects may be **small-scale standalone** projects or may **supplement existing infrastructure** by providing additional amenities and aesthetic appeal.





# NIP Chronology



# NIP By the Numbers

53

Projects between Round 1-4 funded to date under the QOL Bond

19

Projects were awarded in Round 4

\$6m

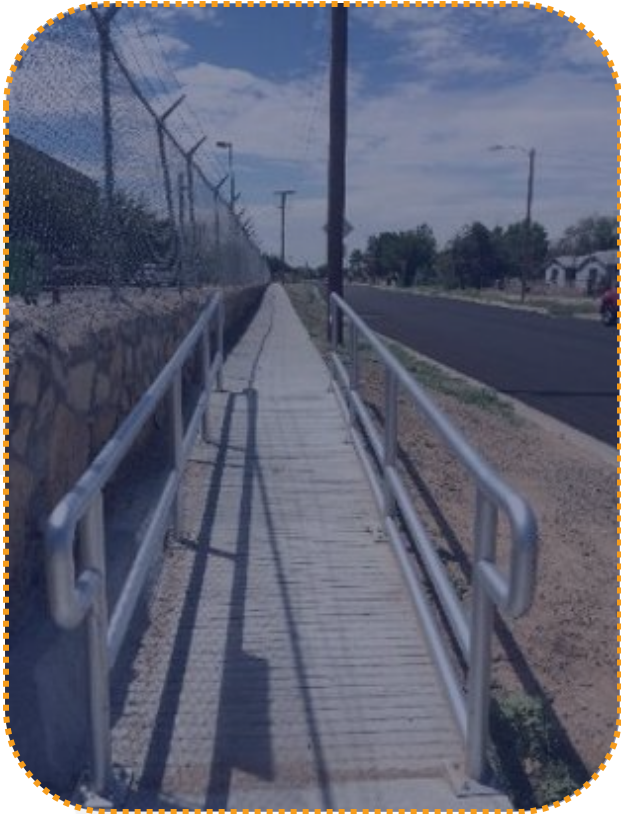
Million awarded to date under the QOL Bond

48

Recognized Neighborhood Associations have been awarded to date



# NIP Opportunities



**ADA +  
Sidewalk  
Improvements**



**Curb Cuts**



**Traffic Calming**



# Round 5 Funding

- A total of **\$4M** is allocated for Round 5.
- **25%** is set aside for engineering costs (\$1M)
- Each of the eight Representative Districts will receive **\$375,000** for project requests.
- Unallocated funds from previous rounds will be rolled over into the current round.

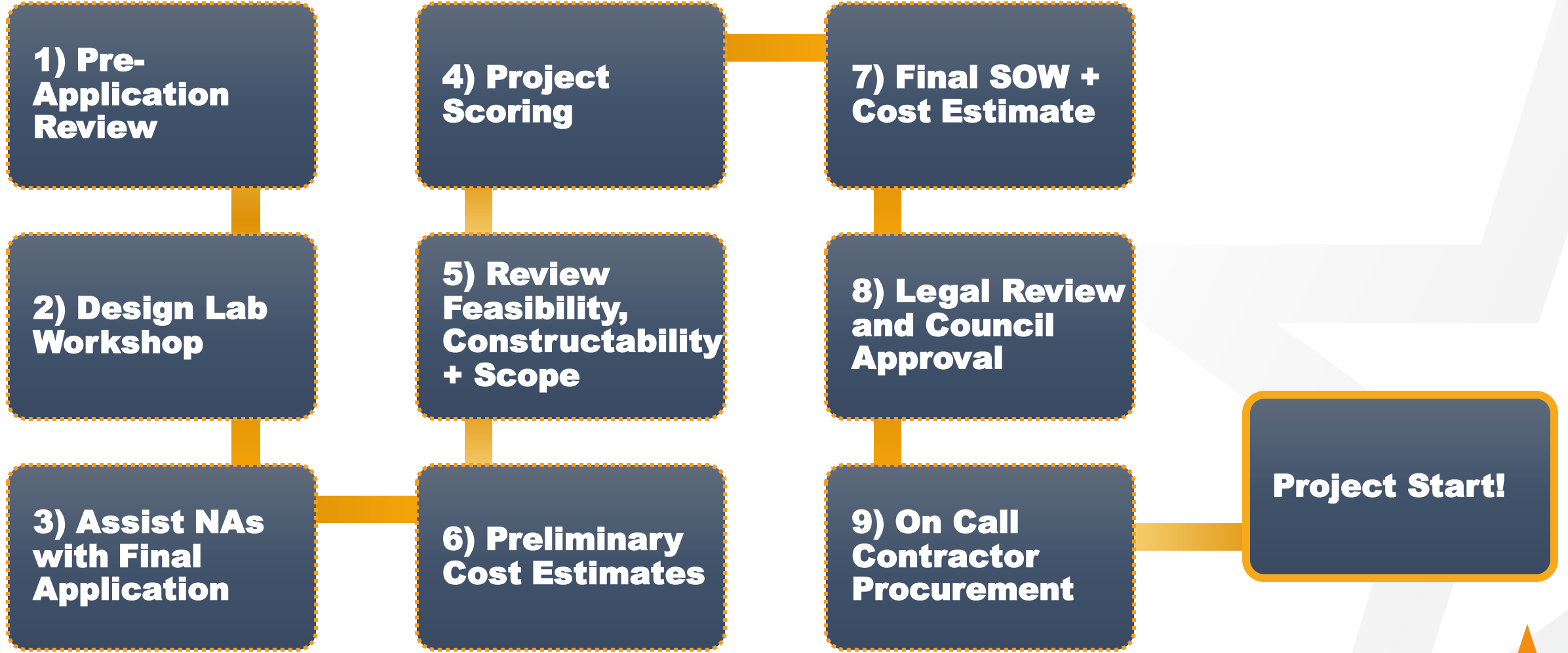


# Application Timeline

	Open Date	Due Date
Pre-Application	Monday, February 22nd, 2021	Friday, April 2nd, 2021
Design Lab	TBD	
Final Application	Monday April 5th, 2021	Friday June 4th, 2021



# Application Process



## MISSION



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

## VISION



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



## VALUES

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople





Legislation Text

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File #: 21-197, Version: 2

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

**All Districts**

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

**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 appoint a member to the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Financial Management as recommended by the El Paso Water Utilities Public Service Board Selection Committee:

Ranked 1<sup>st</sup> Lisa J. Saenz  
Ranked 2<sup>nd</sup> James A. Easley  
Ranked 3<sup>rd</sup> Michael T. White

**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.

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

**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:** Office of the Mayor

**AGENDA DATE:** February 16, 2021

**CONTACT PERSON NAME/PHONE NUMBER:** Mayor Oscar Leeser (915) 212-0021

**DISTRICT(S) AFFECTED:** All Districts

**SUBJECT: Approve the following Resolution**

Discussion and action on a Resolution to appoint a member to the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Financial Management as recommended by the El Paso Water Utilities Public Service Board Selection Committee:

Ranked 1 <sup>st</sup>	Lisa J. Saenz
Ranked 2 <sup>nd</sup>	James A. Easley
Ranked 3 <sup>rd</sup>	Michael T. White

**BACKGROUND / DISCUSSION:**

The second term of the Public Service Board member serving in the area of expertise of Financial Management, Ms. Terri Garcia, expires on March 13, 2021. Ms. Garcia is not eligible to be appointed for another term since board members are limited to two terms.

On January 28, 2021, as required by Ordinance Number 017167, the El Paso Water Utilities Public Service Board Selection Committee (hereinafter "Selection Committee") met and reviewed the applications submitted by qualified applicants. I, as Mayor, serve as the Chairperson of the Selection Committee. The Selection Committee's membership consists of the Public Service Board members and eight persons (1 vacancy) appointed by City Council. The Selection Committee now forwards a slate of three candidates, in order of their ranking, to the City Council for consideration and appointment.

Advertisement for applicants interested in this position were placed in the El Paso, Inc., and on the City of El Paso and El Paso Water's websites.

**PRIOR COUNCIL ACTION:**

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

Yes. The City Council most recently approved a Resolution on December 8, 2020 appointing Charles Intebi to fill a vacancy of the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of General Business Management.

**AMOUNT AND SOURCE OF FUNDING:**

The El Paso Water Utilities Public Service Board budget.

**BOARD/COMMISSION ACTION:**

On January 28, 2021, the Selection Committee approved a Resolution selecting and ranking the qualified applicants in the area of expertise of Financial Management. The Committee's Resolution is attached.



**TO:** Tomás González, City Manager, City of El Paso, Texas  
**FROM:** John E. Balliew, President/CEO, El Paso Water Utilities, Public Service Board  
**DATE:** February 3, 2021

**SUBJECT: Request for Placement of Item on the Regular Agenda for City Council Meeting:  
February 16, 2021**

**Agenda Posting Language:**

Discussion and action on a Resolution to appoint a member to the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Financial Management, as recommended by the El Paso Water Utilities Public Service Board Selection Committee.

**(All Districts)** El Paso Water Utilities, John E. Balliew, President/CEO, (915) 594-5595

.....  
**Background:**

This agenda item is for City Council to appoint a member to the El Paso Water Utilities Public Service Board of Trustees. The second term of the Public Service Board member serving in the area of expertise of Financial Management, Ms. Terri Garcia, expires on March 13, 2021. Ms. Garcia is not eligible to be appointed for another term since board members are limited to two terms. Attached is a copy of the general qualifications to be considered for the Financial Management category.

On January 28, 2021, as required by Ordinance Number 017167, the El Paso Water Utilities Public Service Board Selection Committee (Selection Committee) met and reviewed the applications submitted by qualified applicants. The Committee's membership consists of the Public Service Board and eight persons (1 vacancy) appointed by City Council. In accordance with Ordinance 017167, the Committee now forwards a slate of three candidates, in order of their ranking, to the City Council for consideration and appointment. Attached is a copy of the Resolution adopted by the Selection Committee at the January 28, 2021 meeting along with the resumes of the applicants.

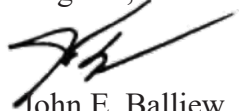
**Action Requested:**

That the City Council adopt a Resolution appointing a member to the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Financial Management, as recommended by the El Paso Water Utilities Public Service Board Selection Committee.

If there are any questions, please contact me at 594-5595 or e-mail [Jeballiew@epwater.org](mailto:Jeballiew@epwater.org). El Paso Water Utilities staff will attend the City Council meeting.

Thank you for your attention to this matter.

Regards,



John E. Balliew, P.E.  
CEO/President

#### Attachments

DHS  
City Council Resolution  
Selection Committee Resolution  
Score/Ranking Sheet  
Resumes of top 3 candidates (Redacted)  
PSB Areas of Expertise, Education and Experience for Financial Management

CC:	The Honorable Mayor Oscar Leeser (email)	Marcela Navarrete, Vice-President, PSB
	Laura D. Prine, City Clerk (email)	R. Alan Shubert, Vice-President, PSB
	Karla Nieman, City Attorney (email)	Daniel Ortiz, General Counsel, PSB

## **RESOLUTION**

**WHEREAS**, a vacancy in the El Paso Water Utilities Public Service Board will occur on March 13, 2021 with the expiration of the second term of Terri Garcia, in the area of Financial 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 January 28, 2021 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 January 28, 2021 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 Financial Management:

Ranked 1<sup>st</sup>      Lisa J. Saenz

Ranked 2<sup>nd</sup>      James A. Easley

Ranked 3<sup>rd</sup>      Michael T. White

**THAT**, the El Paso City Council hereby appoints \_\_\_\_\_ to fill the vacancy on the El Paso Water Utilities Public Service Board in the area of Financial Management. The term of appointment shall commence on March 14, 2021 and shall be for a four (4) year term.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of February, 2021.


THE CITY OF EL PASO

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

 for,  
\_\_\_\_\_  
Karla M. Nieman  
City Attorney



## RESOLUTION

**WHEREAS**, a vacancy in the El Paso Water Utilities Public Service Board will occur on March 13, 2021 with the expiration of the second term of Terri Garcia, who filled the position with expertise in Financial 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 qualified persons interested in filling the vacant position and submits to the City Council the names and the ranking of the eligible candidates;

**NOW THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD SELECTION COMMITTEE OF THE CITY OF EL PASO, TEXAS:**

**THAT**, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on January 28, 2021 pursuant to the Texas Open Meetings Act and approved the nomination, ranking and recommendation to the City Council of the following candidates to fill a vacancy on the El Paso Water Utilities Public Service Board:

Ranked 1 <sup>st</sup>	Lisa J. Saenz
Ranked 2 <sup>nd</sup>	James A. Easley
Ranked 3 <sup>rd</sup>	Michael J. White

**THAT**, the Mayor of El Paso, who serves as the Chair of the Committee, forward the recommendation to the El Paso City Council for their consideration for filling the vacancy on the El Paso Water Utilities Public Service Board.

**PASSED and APPROVED** this 28th day of January, 2021.

El Paso Water Utilities Public Service Board  
Selection Committee:

  
\_\_\_\_\_  
Mayor Oscar Leeser, Chair

Approved As To Form:

  
\_\_\_\_\_  
Daniel Ortiz, General Counsel



**PSB Selection Committee**  
**Thursday, January 28, 2021**  
**Financial Management**  
**SCORING OF CANDIDATES**

CANDIDATES	NUMBER OF POINTS:	RANK
James A. Easley	15	2
Lisa J. Saenz	30	1
Michael White	14	3

 2/2/2021  
\_\_\_\_\_  
Committee Chairman Date

 01/29/2021  
\_\_\_\_\_  
General Counsel Date

**Lisa J. Saenz, CPA**  
**Executive Vice President & Chief Financial Officer**

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Public Service Board  
1154 Hawkins Blvd.  
El Paso, TX 79925

January 8, 2021

Dear Public Service Board Selection Committee:

Upon learning about the Public Service Board vacancy, I was eager to contact you with my interest. As a seasoned Chief Financial Officer of a large community bank, I offer vast financial management experience that aligns with the requirements posted on your website for PSB Areas of Expertise, Education and Experience.

As you will see from the enclosed resume, my education and work experience make me an ideal fit for the vacant Financial Management position on the Public Service Board. I started my career in Public Accounting with KPMG and have spent the last twenty years overseeing the financial, tax and regulatory accounting areas for WestStar Bank. I serve as the Bank's Investment Officer and manage an investment portfolio in excess of \$400 million as well as maintain a budget for the Bank with total assets of \$2.4 billion and net income of \$51.3 million. I have developed and implemented sound financial practices at the Bank in order to maintain financial integrity in the information provided to shareholders, regulators and clients. I have lead many projects for the Bank including the current construction and development of WestStar Tower. I have served on the Board for non-profit organizations in El Paso and in 2021 I will serve as Board Chair for the Paso del Norte Health Foundation. I joined the Board for the Paso del Norte Health Foundation in 2015 and have served as Chair of the Audit and Finance Committee and a member of the Investment Committee.

I am excited at the prospect of bringing my talents to the Public Service Board. I look forward to hearing from you at your earliest convenience to discuss how my experience and qualifications will prove valuable in the Board member role.

Sincerely,



Lisa J. Saenz

Enclosure

**Lisa J. Saenz, CPA**  
**Executive Vice President & Chief Financial Officer**



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**Brief description of current job function**

Manages the Bank's Accounting, Treasury, Information Technology, Branch Operations and Wealth Management Departments. Maintains a wide range of responsibilities including overseeing and directing the Bank's financial goals, strategic objectives, interest rate risk, investment strategies and budget. Also have direct involvement in a variety of contract negotiations, purchase and sale of properties, and project management. A member of the Executive Management team also serving on the following Board committees: Asset Liability Committee (ALCO), IT Committee, and ex-officio member of the Wealth Management Committee.

**Employment History - WestStar Bank**

**Executive Vice President and Chief Financial Officer**  
January 2015 - Present

**Senior Vice President and Controller**  
July 2002

**Vice President and Assistant Controller**  
July 2000

**Prior Employment History**

**Senior Auditor**  
KPMG LLP, El Paso, Texas  
December 1997 – June 2000

**Internal Auditor**  
El Paso County, El Paso, Texas  
June 1997 – November 1997

**Education**

**Southwestern Graduate School of Banking**  
Southern Methodist University  
Graduated with Distinction for Academic Honors

**Bachelor of Business Administration in Accounting and Computer Information Systems**  
University of Texas at El Paso, El Paso, Texas  
Graduated with Honors

### **Certifications / Licenses**

Certified Public Accountant (CPA) since 2000

### **Community Involvement / Memberships**

Board Chair for the Paso Del Norte Health Foundation

Board Member of Financial Managers Society

Board Member of Texas Bankers Association Services Company

Member of American Institute of Certified Public Accountants

Member of Texas Society of Certified Public Accountants





December 28, 2020

Zulema Jamis, Interim Executive Assistant to President/CEO  
El Paso Water



Dear Zulema:

Attached please find my resume that I am submitting in association with my application for the Financial Management Public Service Board vacancy. I look forward to being able to contribute to the mission and vision of the El Paso Water Utilities System.

I have reviewed the PSB Areas of Expertise, Education and Experience associated with the Financial Management Board position and I feel I meet the criteria.

I have reviewed the PSB General Duties, Responsibilities and Expectations and I feel I meet the criteria.

Thank you for your assistance thus far with the information that you have provided. Please let me know if there is any additional information needed for this application. My cell phone number is

Sincerely,

**James A. Easley**  
Market President and Senior Vice President  
Citizens Bank

MEMBER FDIC



Main Branch 505 S. Main St. Las Cruces, NM 88001 575 647 4100	Roadrunner Branch 3991 E. Lohman Ave. Las Cruces, NM 88011 575 528-6300	Country Club Branch 2841 N. Main St. Las Cruces, NM 88001 575 647-4136	Picacho Branch 3030 W. Picacho Ave. Las Cruces, NM 88007 575-528 6363	University Branch 3065 E. University Ave. Las Cruces, NM 88011 575-647 6700	T or C Branch 1920 N. Date St. T or C, NM 87901 575 894-0820	El Paso Branch 2500 N. Mesa St. Ste. A El Paso, TX 79902 915 275 0750
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## **James A. Easley**



### **PROFESSIONAL EXPERIENCE - Thirty-nine years of banking experience as follows:**

September 2016 through present - Market President and Senior Vice President for Citizens Bank in El Paso, TX, Citizens Bank of Las Cruces, NM. Management responsibility for Commercial Lending in El Paso, TX.

March 2012 through August 2016 - Market President for Sandoval County and Community Lending Team Leader for northern New Mexico comprised of Rio Rancho, Santa Fe, Gallup, Grants and Taos, NM for US Bank New Mexico. Responsible for Commercial Banking team of six Relationship Managers and two Banking Assistants.

November 2011 through February 2012 - Commercial Lending Relationship Manager for US Bank New Mexico.

October 2009 through September 2011 - Business Banking Manager II for Albuquerque North Business Banking, Wells Fargo Bank. Responsible for a Commercial and Industrial Business Banking team of six Relationship Managers, one Credit Analyst and two Banking Assistants.

September 2005 through October 2009 - Business Banking Manager II for Greater New Mexico, Wells Fargo Bank. Responsible for all Business Banking for the markets that comprised southern New Mexico.

March 2005 through September 2005 - Business Banking Manager II for Southwestern New Mexico, Wells Fargo Bank. Responsible for Business Banking in Las Cruces, Silver City, Deming and Alamogordo, New Mexico.

October 2000 through March 2005 - Community Banking President VII for Las Cruces, New Mexico market, Wells Fargo Bank. Responsible for all Business Banking and Retail Banking for the Las Cruces market comprised of Las Cruces, Santa Teresa, Anthony and Hatch, New Mexico.

October 1999 through October 2000 - Community Banking President I for the Las Cruces, New Mexico market, Wells Fargo Bank.

October 1995 through October 1999 - Business Banking Manager I and II for the Las Cruces, New Mexico market, Wells Fargo Bank and Norwest Bank.

September 1992 through October 1995 - Vice President, Commercial Lending, First Security Bank of New Mexico, Albuquerque, New Mexico.

September 1988 through September 1992 - Vice President, Commercial Lending, Sunwest Bank of El Paso, El Paso, Texas.



June 1981 through September 1988-MBank El Paso, Various positions in Commercial Lending from Credit Analyst to Vice President, El Paso, Texas.

## **EDUCATION**

Masters of Business Administration, Summer 1981, University of Texas at El Paso

Bachelors of Business Administration, Fall 1979, University of Texas at El Paso

## **CURRENT COMMUNITY INVOLVEMENT**

Board Member Enchantment Land Certified Development Company

Member and Board Member of the Rotary Club of West El Paso, El Paso, TX

## **PAST COMMUNITY INVOLVEMENT**

Member and Past President of the Rotary Club of Rio Rancho Sunrise

Board Member and Finance Committee Chair of the Sandoval Economic Alliance

Graduate of Leadership Sandoval County, Class of 2012 - 2013

Graduate of Leadership Albuquerque, Class of 2010 - 2011

Board Member and President Upper Rio Grande Valley Chapter Risk Management Associates

Member of Las Cruces Rio Grande Rotary Club, Past President and Board Member

Board Member Mesilla Valley Economic Development Alliance

Board Member Southwest United Way

Board Member University Terrace Good Samaritan Village

Board Member and Secretary/Treasurer Greater Las Cruces Chamber of Commerce

Board Member Memorial Medical Center Foundation

Numerous other past non-profit and civic organizations in El Paso, TX, Las Cruces, NM, Albuquerque, NM and Rio Rancho, NM



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12/2/2020

Zulema Jamis, Interim Executive Assistant Secretary  
to President/CEO  
El Paso Water  
1154 Hawkins Blvd.  
El Paso, TX 79925

*Re: Public Service Board Vacancy*

Ms. Jamis:

I would like to be considered for the Financial Management vacancy on the Public Service Board. I feel my experience and knowledge in the public accounting industry and my participation in many not for profit and for profit boards will be an asset to the board as it oversees the management, control and operation of the El Paso Water System.

My resume and bio are attached for your review. I understand this position is voluntary and will require an estimate 125 hours of service per year. I am a United States citizen and an El Paso County resident. I have been involved with the community for over 20 years including sitting and chairing boards such as:

- El Paso 8(a) and Government Contractors Association – Chair Elect
- Construction Financial Management Association El Paso Chapter – Current Chair
- YWCA Foundation – Past Chair
- El Paso Opera – Past Chair
- Institute of Internal Auditors El Paso Chapter – Board Member
- Jr. Leadership El Paso – Board Member (Founding Board)

I do not hold a political office and I do not believe I have any interest that conflict with those of the Public Service Board including real estate management and land development.

Thank you for considering my application. If you have any other questions, please email me at [mjwhite@cricpa.com](mailto:mjwhite@cricpa.com) or call me at

Sincerely,



Michael J. White, CPA  
Carr, Riggs & Ingram, LLC



## MICHAEL J. WHITE, CPA



### Summary

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Dedicated Partner promoting exceptional skills in accounting and consulting services for over 20 years. Bilingual and committed to outstanding customer service in a wide variety of industries including international, construction, governmental, not for profit, utility, and retail.

### Skills

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- Developing and reviewing Company processes and procedures
- Customer relationship building
- Proficient in Xero, Microsoft, QuickBooks, Foundation
- Accounting training management & consulting

### Experience

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Carr, Riggs & Ingram, LLC, El Paso, TX  
Partner  
03/2007 – Current

Responsible for all engagements performed in the El Paso region including Las Cruces, NM and Alamogordo, NM. Responsible for attracting new clients, as well as performing administrative duties and oversight for the El Paso Office and Alamogordo Office.

Wiener Strickler, LLP, El Paso, TX  
Staff Accountant  
12/2003 – 03/2007

Worked in teams to perform external audit services for clients. Assisted in creating a team to perform internal audit services to assist in Sarbanes-Oxley readiness engagements including facilitating control documentation workshops, assisting clients with management's internal control assessment, and implementing tools and technology to support the Sarbanes Oxley compliance effort.

Edge, McLagen, Nugent & Co., P.C., El Paso, TX  
Staff Accountant  
07/2000 – 12/2003

Performed CFO services for clients including managing their accounting processes using firm staff or training and using client staff. Assisted clients with managing their companies by providing financial statements, budgets and forecasts to aid clients with their business decisions.

### Education and Certifications

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The University of Texas at San Antonio, San Antonio, TX  
BBA in Accounting  
06/2000

Certified Public Accountant, Texas  
08/2006

### Professional Affiliations

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American Institute of Certified Public Accountants (AICPA)  
Texas Society of Certified Public Accountants (TSCPA)  
El Paso Chapter of the Texas Society of Certified Public Accountants (EPTSCPA)  
El Paso Chapter of Institute of Internal Auditors (EPIIA)  
El Paso Chapter of the Construction Financial Management Association (EPCFMA)



## Michael J. White, CPA

Partner



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### Experience

Michael is a Partner in CRI and brings over 20 years of public and private accounting and consulting experience in a wide variety of industries, including significant experience in international, construction, not-for-profit, gaming, distribution, retail, and governmental. He has assisted in Sarbanes-Oxley readiness engagements; which includes, facilitating control documentation workshops, assisting clients with management's internal control assessment, and implementing tools and technology to support the Sarbanes-Oxley compliance effort. He offers CFO type services to his clients and works with each client management team by providing them the resources available at CRI and CRI's family of companies to help each client achieve their business goals.

Michael is ultimately responsible for all engagements performed in the El Paso region including Las Cruces NM and Alamogordo NM; and attracts and develops new clients, as well as performs assigned administrative duties. He is licensed to practice as a CPA in Texas.

### Education, Licenses & Certifications

- BBA, Accounting, University of Texas at San Antonio
- Certified Public Accountant (CPA)

### Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Texas Society of Certified Public Accountants (TSCPA)
- El Paso Chapter of the Texas Society of Certified Public Accountants (EPTSCPA)
- El Paso Chapter of the Institute of Internal Auditors (IIA)
- El Paso Chapter of the Construction Financial Management Association (CFMA)



Legislation Text

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**File #:** 21-208, **Version:** 2

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

**District 6**

Mayor and Council, Representative Claudia Rodriguez, (915) 212-0006

**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.*

Discussion and action on a Resolution authorizing the expenditure of General Fund savings generated from the unfilled administrative position in the office of the City Council District 6 Representative in the amount not to exceed \$11,710.00, to the City's Economic Development department for use in supporting the "El Paso Small Business Emergency Relief Program" administered via Chapter 380 Economic Development Program Agreement by Liftfund Inc.

**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?*

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.

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

**Department Head:**

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



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

**DEPARTMENT:** Mayor and Council

**AGENDA DATE:** February 16, 2021

**CONTACT PERSON NAME / PHONE NUMBER:** Claudia Lizette Rodriguez, City Representative for District 6 (915)-212-0006

**DISTRICT(S) AFFECTED:** 6

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

**SUBJECT:** Resolution authorizing the expenditure of District 6 General Fund savings

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**BACKGROUND / DISCUSSION:**

A resolution authorizing the expenditure of General Fund savings generated from the unfilled administrative position in the office of the City Council District 6 Representative in the amount not to exceed \$11,710.00, to the City's Economic Development department for use in supporting the "El Paso Small Business Emergency Relief Program" administered via Chapter 380 Economic Development Program Agreement by Liftfund Inc.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:**

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



## **RESOLUTION**

**WHEREAS**, the Mayor of the City El Paso (“City”) declared El Paso a disaster area in need of immediate assistance due to the COVID-19 pandemic; and

**WHEREAS**, on March 17, 2020 City Council Issued an Emergency Ordinance Instituting Emergency Measures Due to A Public Health Emergency (“Emergency Ordinance”); and

**WHEREAS**, some local businesses have experienced negative impacts to their operations due to the national and local regulations related to the COVID-19 pandemic; and

**WHEREAS**, the effects of the COVID-19 pandemic requires immediate action from the City to mitigate the negative impacts to local small businesses; and

**WHEREAS**, the City Council Representative for District 6 desires to allocate the savings from the General fund generated by an unfilled administrative position in the office of City Council District 6 Representative in the amount of \$11,710.00 to the City’s Economic Development department for use in supporting the “El Paso Small Business Emergency Relief Program” administered via Chapter 380 Economic Development Program Agreement by Liftfund Inc.; and

**WHEREAS**, the City Council finds that the allocation of the savings generated by unfilled administrative position in the office of the City Council District 6 Representative from the General Fund serves a municipal purpose of promoting local economic development and enhancing business and commercial activity within the City and desires to approve the expenditure in the amount of \$11,710.00.

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

**THAT**, the City Council declares that the expenditure of General Fund savings generated from the unfilled administrative position in the office of the City Council District 6 Representative in the amount not to exceed \$11,710.00, to the City’s Economic Development department for use in supporting the “El Paso Small Business Emergency Relief Program” administered via Chapter 380 Economic Development Program Agreement by Liftfund Inc., serves the municipal purpose of promoting local economic development and enhancing business and commercial activity within the City as a result of the COVID-19 crisis and approves the expenditure; and

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

***[SIGNATURES BEGIN ON THE FOLLOWING PAGE]***

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

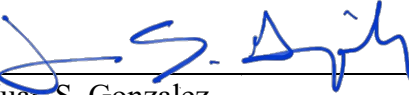
CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
K. Nicole Cote, Director  
Office of Management and Budget



Legislation Text

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File #: 21-216, Version: 2

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

**All Districts**

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

**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 the City's Historic Designation Process.

**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?*

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.

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

**Department Head:**

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

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

**DEPARTMENT:** Office of the Mayor

**AGENDA DATE:** February 16, 2021 – City Council Meeting – Regular Agenda

**CONTACT PERSON NAME AND PHONE NUMBER:** Mayor Oscar Leeser (915) 212-0021

**DISTRICT(S) AFFECTED:** ALL

**STRATEGIC GOAL:** Goal 3 Promote the visual image of El Paso

**SUBGOAL:** 3.2 Improve the visual impression of the community.

**SUBJECT:** Discussion and action on the City's Historic Designation process.

**BACKGROUND / DISCUSSION:** The City has various historic districts. Questions have arisen as to the regulation of historic properties.

20.20.010 – Declaration of Policy - The city council finds and declares as a matter of public policy that the protection, enhancement, preservation and use of historic landmarks is a public necessity.

20.20.020 – Definitions:

- 10. "Certificate of appropriateness" means the certificate issued by the historic landmark commission after review of a submitted application
- 23. "Historic district" means an area designated by city council, state or federal authority
- 25. "Historic landmark" also referred to as an "H-overlay" property
- 34. "National register" means the national register of historic places maintained by the secretary of the interior

20.20.080 – Alterations and changes to landmarks and H-overlay properties

(A) No person shall construct, reconstruct, alter, change, remove, demolish or fail to maintain, any of the following, unless a certificate of appropriateness or a certificate of demolition has been approved:

- 1. Any permanent feature on a property listed as a Texas Antiquities Landmark or on the National Register of Historic Places;
- 2. Any building, object, site, landscape architectural feature, or group of such designated with a H-overlay or as a historic landmark as defined by this chapter and designated by the city council

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:** None.

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

**DEPARTMENT HEAD:**

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