

Oscar Leaser  
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

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

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**March 02, 2021**

**3:30 PM**

**Teleconference phone number 1-915-213-4096**

**Toll free number: 1-833-664-9267**

**Conference ID: 144-135-478#**

**AND**

### **AGENDA REVIEW MEETING**

**March 1, 2021**

**3:30 PM**

**Teleconference phone number 1-915-213-4096**

**Toll free number: 1-833-664-9267**

**Conference ID: 358-297-218#**

### **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 March 01, 2021 at 3:30 P.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on March 02, 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, March 01, 2021 Conference ID: 358-297-218#  
Regular Council Meeting, March 02, 2021 Conference ID: 144-135-478#**

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

**A quorum of City Council must participate in the meeting.**

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

### **ROLL CALL**

### **NOTICE TO THE PUBLIC**

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

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

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

1. Approval of Minutes of the Regular City Council Meeting of February 16, 2021, the Agenda Review Minutes of February 15, 2021, the Special Meeting of May 16, 2019, the Work Session of August 19, 2019, and the Work Session of February 15, 2021.

**[21-231](#)**

#### **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 Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the County of El Paso to increase the efficiency and effectiveness of each party in its provision of the promotion of the region's tourism, convention, and hotel industry by agreeing to share the expense of underwriting a portion of a nationally televised program highlighting border cuisine. [21-262](#)

##### **All Districts**

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

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

4. That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 3221405 for the project titled "El Paso-Urban Area Planner" through the Texas Office of the Governor 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 in the amount of \$55,473.94 for the period from September 1, 2021 through August 31, 2022 for an Emergency Management Specialist; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that 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. [21-189](#)

##### **All Districts**

Fire, Chief Mario M. D'Agostino, (915) 212-5605

5. That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 2951007 for the project titled "Sustainment of Fire Department Special Response Teams" through the Texas Office of the Governor 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, in the amount of \$95,000.00, for the period from September 1, 2021 through August 31, 2022, for a project that supports a Regional Hazardous Material Team, Urban Search and Rescue Team, and Type III Incident Management Team; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that 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. [21-190](#)

##### **All Districts**

Fire, Chief Mario M. D'Agostino, (915) 212-5605

6. That the City Manager or Designee be authorized to sign the First Amendment to the 2019 Justice Assistance Grant (JAG) Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas. The amendment will establish Sub-Recipient Policies and Procedures for the JAG grant awarded to City of El Paso in 2019. [21-232](#)

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4303

7. That the City Manager or Designee be authorized to sign the First Amendment to the 2020 Justice Assistance Grant (JAG) Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas. The amendment will establish Sub-Recipient Policies and Procedures for the JAG grant awarded to City of El Paso in 2020. [21-237](#)

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4303

8. That the El Paso City Council authorizes the submission of the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2998207, for the City of El Paso Police Department project identified as "Local Border Security Program FY22" to provide financial assistance to the City of El Paso. Requesting \$599,982.00, no cash match required. Grant period will be from September 1, 2021 - August 31, 2022. [21-238](#)

**All Districts**

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

9. That the City Manager or designee be authorized to submit to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant/application number 3060706, for the City of El Paso Police Department project identified as "Texas Anti-Gang Program, FY2022" to provide financial assistance to the City of El Paso. Requesting \$1,250,442.67 no cash match required. Grant period will be from September 1, 2021 - August 31, 2022. [21-239](#)

**All Districts**

Police, Assistant Chief Humberto Talamantes (915) 212-4147

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

10. That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A) [21-225](#)

**Districts 1, 2, 4, 5, 6, and 7**

Environmental Services, Ellen A. Smyth, (915) 212-6000

11. That the City Manager or designee is authorized to request grant funding for up to \$40,000.00 under the Rio Grande Council of Governments, Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the City of El Paso in all matters related to the grant application and any subsequent grant contract and grant project that may result, to fund the [21-243](#)

disposal of materials from illegal dumping sites for the amount of funding that is available.

That if the project is funded, the City of El Paso will comply with the grant requirements of the Rio Grande Council of Governments, Texas Commission on Environmental Quality and the State of Texas.

That the grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

That the grant activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

**All Districts**

Environmental Services, Ellen Smyth (915) 212-6000

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

12. That the City Manager be authorized to sign a Second Amendment to Agreement for Professional Services by and between the City of El Paso and Sites Southwest, LTD Co., a Texas corporation, for a project known as **"NORTHEAST REGIONAL PARK- PHASE II LIGHTED FLAT FIELDS AND DOG PARK"**, an amount not to exceed \$65,568.12, for additional design and construction phase services attributable to increases in the project scope of work, thereby increasing the contract amount from \$414,984.58 to \$480,552.70; 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 this agreement. [21-264](#)

**District 4**

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

13. That the City Manager is authorized to sign a Release and Settlement Agreement, in a form substantially similar to the attached, between the City of El Paso ("City") and AT&T whereby AT&T will credit the City's account in the amount of \$129,388.00 (plus any applicable taxes and surcharges) in settlement of a billing dispute. [21-245](#)

**All Districts**

Information Technology, Araceli Guerra, (915) 212-1401

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

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

14. Jamie Gallagher to the Tax Increment Reinvestment Zone Number 5 Board by Mayor Oscar Leeser. [21-277](#)
- Mayor and Council, Mayor Oscar Leeser, (915) 212-0021

15. J. Edward Moreno to the Tax Increment Reinvestment Zone Number 5 Board by Mayor Oscar Leeser. [21-278](#)

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

16. William Kell to the Tax Increment Reinvestment Zone Number 5 Board by Mayor Oscar Leeser. [21-279](#)

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

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

17. Cristina Bringas to the El Paso Housing Finance Corporation by Mayor Oscar Leeser. [21-291](#)

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

18. Jerry Romero to the El Paso Housing Corporation by Mayor Oscar Leeser. [21-292](#)

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

**CONSENT AGENDA - BOARD APPOINTMENTS:**

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

19. Michelle Dioselina Esparza to the Committee on Border Relations by Representative Joe Molinar, District 4. [21-227](#)

Mayor and Council, Representative Joe Molinar, (915) 212-0004

20. Cecilia Ochoa Levine to the Committee on Border Relations by Mayor Oscar Leeser. [21-275](#)

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

21. Debra Fraire to the Tax Increment Reinvestment Zone Number 5 Board by Mayor Oscar Leeser. [21-282](#)

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

22. George E. Salom, Jr. to the Tax Increment Reinvestment Zone Number 5 Board by Mayor Oscar Leeser. [21-283](#)

City Clerk's Office, Mayor Oscar Leeser, (915) 212-0021

23. Elliot Berg to the Tax Increment Reinvestment Zone Number 5 Board by Mayor Oscar Leeser. [21-284](#)

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

24. Laura Enriquez to the Tax Increment Reinvestment Zone Number 5 Board by Mayor Oscar Leaser. [21-285](#)  
City Clerk's Office, Mayor Oscar Leaser, (915) 212-0021

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

25. Renee Jimenez to the Building and Standards Commission by Representative Joe Molinar, District 4. [21-274](#)  
Mayor and Council, Representative Joe Molinar, (915) 212-0004

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

26. Tephania L. Hopper to the Veterans Affairs Advisory Committee by Representative Peter Svarzbein, District 1. [21-224](#)  
Mayor and Council, Representative Peter Svarzbein, (915) 212-1002

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

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

27. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B) [21-242](#)

**All Districts**

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

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

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

28. For notation pursuant to Section 2.92.110 of the City Code: Receipt of campaign contribution by Representative Joe Molinar in the amount of \$2,500.00 from the El Paso Municipal Police Officers Association (EPMPOA). [21-276](#)  
Mayor and Council, Representative Joe Molinar, (915) 212-0004

**CONSENT AGENDA - REQUEST FOR PROPOSAL:**

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

29. The linkage to the 25 by 2025 Strategic Plan is subsection 2.3 - Increase public safety operational efficiency. This contract will provide preconstruction services for the Eastside Regional Police Command Center.

[21-258](#)

#### Award Summary

That the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2021-0375R Eastside Regional Police Command Center to SUNDT CONSTRUCTION, INC. for an initial amount of \$37,500.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000.00 if the services are necessary for the proper execution of the project.

Department:	Capital Improvement
Award to:	SUNDT CONSTRUCTION, INC Tempe, AZ
Account No.:	190-4820-29080-580270-PCP20PDEASTSIDE
Funding Source:	2019 Public Safety Bond
District(s):	5

This is a Construction Manager-at-Risk procurement, service contract.

#### District 5

Capital Improvement Department, Sam Rodriguez, (915) 212-1845  
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

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

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

[21-241](#)

#### Award Summary:

The award of Solicitation 2021-0554 Fort Boulevard Improvements to LESNA CONSTRUCTION, INC. for an estimated total award of \$312,232.00. This award will support the street improvements of Fort Boulevard Improvements between Justus Street and N. Cobia Street. The scope of work will include but not be limited to the demolition of existing sidewalk, driveways and appurtenances, curb and gutter, header curb, milling existing 2" thick asphalt pavement, landscape and irrigation system, installation of concrete stem wall, installation of pedestrian signals. Roadway improvements shall consist of new pavement structure consisting of Hot Mix Asphaltic Concrete (HMAC). Improvements will also include new ADA/TAS compliant sidewalks and ramps. Finally, the improvement project will include a full video image detection system, including electrical conductors, ground box, vehicle and pedestrian signal heads and traffic signal detectors.

Department:	Capital Improvement
Award to:	LESNA CONSTRUCTION, INC.

	El Paso, TX
Item(s):	All
Initial Term:	210 Consecutive Calendar Days
Base Bid I:	\$312,232.00
Total Estimated Award:	\$312,232.00
Account No.:	580270 - 71240 - 2400 - 471 - G7144CD50
Funding Source:	Community Development Block Grant
District(s):	2

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.

#### **District 2**

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

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

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

31. Budget Update. [21-234](#)

#### **All Districts**

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

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

32. Presentation and discussion regarding an Infill Policies Cross-Functional Team (CFT). [21-266](#)

#### **All Districts**

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



## **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 date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 144-135-478#

A sign-up form is available on line at:

[http://legacy.elpasotexas.gov/muni\\_clerk/signup\\_form.asp](http://legacy.elpasotexas.gov/muni_clerk/signup_form.asp) for those who wish to sign up in advance of the meeting.

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

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

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

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

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

33. An Ordinance approving Amendment Number Nineteen to the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, to allocate up to one hundred fifty thousand (\$150,000.00) of the Tax Increment Reinvestment Zone annual revenue to the downtown plan effort to support the development of a capital needs assessment; adopting said amendments as required by section 311.011(E) Texas Tax Code; and providing a severability clause.

**[21-265](#)**

#### **District 8**

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

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

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

34. An Ordinance amending Title 12.44.280, Restrictions on parking in residential parking districts, to add a new subsection, D to allow for the amendment of residential parking district restrictions and boundaries. [21-235](#)

**All Districts**

Streets & Maintenance, Richard Bristol, (915) 212-0151

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

35. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to the State of Texas, acting by and through the Texas Transportation Commission, for the purchase price of \$23,320.00. Such real property legally described as a 301 square feet parcel(s) of land located in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso County, Texas, being out of Tract 5c1 and Tract 5a, Block 55, of the Ysleta Grant, being out of land conveyed from El Paso County to El Paso County Water Control and Improvement District No. 1, by Commissioner's Court Deed, dated February 28, 1947, Volume 859, Page 320, Deed Records of El Paso County, Texas. [21-261](#)

**District 6**

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

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

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

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

36. The linkage to the Strategic Plan is Subsection 2.1 - Maintain standing as one of the nation's top safest cities. [21-263](#)

**Award Summary:**

Discussion and action on the award of Solicitation No. 2021-0207 Security Guard Services - Airport to Universal Protection Service, LP, dba Allied Universal Security Services, for an initial term of three (3) years for an estimated amount of \$2,821,300.14. The award of this contract will provide security guard services for the Airport.

**Contract Variance:**

The difference in cost, based on the comparison from previous contract is as follows: The hourly bill rate increased from \$11.95 to \$13.81 for Unarmed Security Guards, which represents a 15.56% hourly rate increase. A total increase for the initial term of \$379,986.84 due to the hourly rate increase.

Department: El Paso International Airport  
Award to: Universal Protection Service, LP, dba Allied  
Universal Security Services  
Philadelphia, PA

Item(s): All  
Initial Term: 3 years  
Annual Estimated Award: \$940,433.38  
Total Estimated Award: \$2,821,300.14  
Account No.: 562-3000-62070-522120  
562-3000-62110-522120  
Funding Source: Airport Operations Fund  
District(s): All

This is a Best Value, service contract.

The Purchasing and Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to Universal Protection Service, LP, dba Allied Universal Security Services, the bidder offering the best value bid.

**All Districts**

Airport, Sam Rodriguez, (915) 212-0065

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

**REGULAR AGENDA – INTRODUCTION AND PUBLIC HEARINGS:**

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

37. An Ordinance authorizing the issuance of “City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Series 2021” and “City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Taxable Series 2021A” to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters.

[21-228](#)

**All Districts**

El Paso Water, Marcela Navarrete, (915) 594-5614

38. An Ordinance authorizing the issuance of “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Taxable Series 2021” to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters.

[21-229](#)

**All Districts**

El Paso Water, Marcela Navarrete, (915) 594-5614

39. An Ordinance authorizing the issuance of “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2021A” to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters.

[21-230](#)

## **All Districts**

El Paso Water, Marcela Navarrete, (915) 594-5614

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

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

40. 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

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

41. 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. [21-127](#)

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

#### **District 7**

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

42. 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. [21-130](#)

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

#### **District 7**

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

43. An Ordinance granting a special privilege license to EPCM Construction LLC to [21-195](#)

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**

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

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

44. 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

**REGULAR AGENDA - OTHER BUSINESS:**

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

45. Presentation and discussion by Project Arriba on their annual report on status of activities during the fiscal year, use of grant funds and progress in the performance measures required under the agreement executed on October 2, 2018 with the City of El Paso. [21-246](#)

**All Districts**

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

46. Presentation and discussion by Pioneers 21 on their Annual report on status of activities during the fiscal year, use of grant funds and progress in the performance measures required under the agreement executed on November 12, 2019 with the City of El Paso. [21-256](#)

**All Districts**

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

47. Discussion and action on the approval of a Resolution to authorize the Director of Aviation to sign and submit a grant application and related documentation to the Federal Aviation Administration (FAA), and be designated the official representative of the City of El Paso to act in connection with the application process for the Airport Improvement Program (AIP) Project No. 3-48-0077-043-2021. That upon approval and issuance of such grant by the FAA, the City Manager be authorized to accept and sign the grant agreement, any related grant modifications, and other necessary documents when the form and substance of those documents has been reviewed and approved by the City Attorney's office, and that such authorization will include the ability to accept and sign multiple agreements and documents, as the FAA grant may be [21-233](#)

issued in various disbursements. That the City Manager be authorized to approve and sign any and all documentation, to include budget transfers, in connection with this grant. The total grant amount shall include a federal estimated share of \$5,000,000 and an estimated match of \$2,000,000, to be paid for with Airport Enterprise Funds, for a multi-year overall projects cost of \$7,000,000 for the following projects: Reconstruct TWY "K2" & "J" North of TWY "K", Remove K1, & New Connectors from Ramp to TWY "J".

**All Districts**

Airport, Sam Rodriguez, (915) 212-7301

48. Discussion and action that the City Manager be authorized to sign an Agreement for Professional Engineering 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 FIVE NODE INTERSECTION REMEDIATION"**, for an amount not to exceed \$902,225.00; and

[21-260](#)

That the City Manager or Designee be authorized to approve up to \$50,000.00 in additional professional engineering services for a total contract amount of \$952,225.00; and

That the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement.

**All Districts**

Capital Improvement Department, Sam Rodriguez, (915) 212-1808

49. Discussion and action that the City Manager is authorized to sign a Chapter 380 Economic Development Program Agreement by and between CITY OF EL PASO, TEXAS and MCCOMBS VILLAGE, LLC in support of an in-fill residential development project located at 9787 McCombs Street, El Paso, Texas 79924.

[21-247](#)

**District 4**

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

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

50. Presentation and discussion on the road towards and future adoption of Vision Zero strategies in El Paso.

[21-223](#)

**All Districts**

Streets & Maintenance, Richard Bristol, (915) 212-0151

**MEMBERS OF THE CITY COUNCIL**

51. Discussion and action regarding a Resolution that the City of El Paso appoint to the Camino Real Regional Mobility Authority Dorothy "Sissy" Byrd to Position 6 and re-appoint Col. James Smith to Position 4, whose terms will expire on February 1, 2023.

[21-281](#)

**All Districts**

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

52. Discussion and action on a Resolution that the City of El Paso is proud to support the President of the United States establishing Castner Range National Monument in order to preserve a highly-important area within our region of environmental, historic, scientific, cultural and scenic value for current and future generations.

[21-286](#)

**All Districts**

Mayor and Council, Representative Aleksandra Annello, (915) 212-0002

Mayor and Council, Representative Joe Molinar, (915) 212-0004

53. Discussion and action on a Resolution that the City Council declares that the expenditure of District 2 discretionary funds in an amount not to exceed \$1,800.00 to purchase a public bench to be installed on City-owned property near Ellis Road and Loretto Street serves a municipal purpose of fostering community pride; promoting the visual image of El Paso, enhancing El Paso's quality of life, and nurturing and promoting a healthy and sustainable community.

[21-288](#)

**District 2**

Mayor and Council, Representative Aleksandra Annello, (915) 212-0002

54. Discussion and action that the City Manager be authorized to execute free bus rides to the citizens of El Paso who need transportation to have their COVID-19 vaccine administered.

[21-289](#)

**All Districts**

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

Mayor and Council, Representative Isabel Salcido, (915) 212-0005

**EXECUTIVE SESSION****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**

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

## **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 #: 21-231, 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 16, 2021, the Agenda Review Minutes of February 15, 2021, the Special Meeting of May 16, 2019, the Work Session of August 19, 2019, and the Work Session of February 15, 2021.

**BACKGROUND / DISCUSSION:**

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

Click or tap here to enter text.

**PRIOR COUNCIL ACTION:**

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

Click or tap here to enter text.

**AMOUNT AND SOURCE OF FUNDING:**

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

Click or tap here to enter text.

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

**Department Head:**

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

OSCAR LEESER  
MAYOR

TOMMY GONZALEZ  
CITY MANAGER



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

## MINUTES FOR REGULAR COUNCIL MEETING

February 16, 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 3:30 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, 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, Anello, 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 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.

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

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

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

**CONSENT AGENDA - RESOLUTIONS:**

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

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

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

That the City Manager be authorized to sign a 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.

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

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

**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 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;**

- 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.

5.

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

**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.

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

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

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

**THAT** the City Manager be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the 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.

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**CONSENT AGENDA – SPECIAL APPOINTMENTS:**

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

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

**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:**

REGULAR CITY COUNCIL MEETING MINUTES FEBRUARY 16, 2021 4

That Jackie York is hereby appointed to the El Paso Central Appraisal District Board of Directors to replace Samuel Trimble.

8.

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

**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.

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

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

9. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Richard C. Bonart to the El Paso Bond Overview Advisory Committee by Representative Claudia Rodriguez, District 6.

10. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Ben Carnavale to the Capital Improvement Advisory Committee by Representative Claudia Rodriguez, District 6.

11. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Luis G. Hinojos to the Ethics Review Commission by Representative Claudia Rodriguez, District 6.

12. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** John E. Moye to the El Paso Bond Overview Advisory Committee by Representative Peter Svarzbein, District 1.

13. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Irene Morales to the Civil Service Commission by Representative Isabel Salcido, District 5.

**CONSENT AGENDA - BOARD APPOINTMENTS:**

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

14. \*Motion made, seconded, and unanimously carried to **APPOINT** Bianca Berry to the Building and Standards Commission by Representative Claudia Rodriguez, District 6.

15. \*Motion made, seconded, and unanimously carried to **APPOINT** Don Luciano to the Zoning Board of Adjustment by Representative Peter Svarzbein, District 1.

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

16. \*Motion made, seconded, and unanimously carried to **APPOINT** Deborah A. Zuloaga to the Parks and Recreation Advisory Board by Mayor Oscar Leeser.
17. \*Motion made, seconded, and unanimously carried to **APPOINT** Daniel R. Valdez to the Museums and Cultural Affairs Advisory Board by Representative Isabel Salcido, District 5.

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

18. \*Motion made, seconded, and unanimously carried to **APPOINT** Richarda Duffy Momsen to the Ethics Review Commission by Mayor Oscar Leeser.
19. \*Motion made, seconded, and unanimously carried to **APPOINT** Adriano Perez to the Ethics Review Commission by Representative Alexandra Annello, District 2.

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

20. \*Motion made, seconded, and unanimously carried to **APPOINT** Veronica Carbajal to the Regional Renewable Energy Advisory Council by Mayor Oscar Leeser.
21. \*Motion made, seconded, and unanimously carried to **APPOINT** Phillip Thomas Laign to the City Accessibility Advisory Committee by Representative Claudia Rodriguez, District 6.

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

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

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

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

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



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

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

The following members of the public commented:

1. Ms. Rosa Unzueta
2. Dr. Lorenzo Portillo

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

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

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

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

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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.

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

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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

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

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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.

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**PUBLIC HEARING WILL BE HELD ON MARCH 2, 2021 FOR ITEMS 25 THROUGH 27**

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

REGULAR CITY COUNCIL MEETING MINUTES FEBRUARY 16, 2021 9

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

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

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

Mr. Cary Westin, Senior Deputy City Manager, 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 Svarzbein, Annello, Hernandez, Molinar, and Rivera commented and posed questions.

Ms. Karla Nieman, City Attorney, commented.

The following Ethics Review Commission members commented and responded to inquiries:

1. Commissioner Mark Walker
2. Commissioner David Marcus
3. Commissioner Antonio Williams

#### **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 Rivera, seconded by Representative Annello, and carried that the Ordinance be **ADOPTED**.

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

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

NAYS: Representative Annello

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

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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.

Mr. Elizabeth Triggs, Strategic Partnerships Officer, introduced the item and responded to questions from Council members.

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

The following representatives from Texas Gas Service responded to questions from Council members:

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

Motion made by Representative Annello, seconded by Representative Svarzbein, to **APPROVE** the Resolution. **THE MOTION FAILED.**

AYES: Representatives Svarzbein, Annello, Molinar, and Salcido

NAYS: Representatives Hernandez, Rodriguez, Rivera, and Lizarraga

**Mayor Leeser broke the tie by voting "Nay"**

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

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31. Discussion and action on a Street Infrastructure Comprehensive Update Presentation.

Mr. Tommy Gonzalez, City Manager, introduced the item.

Mr. Jeff Howell, Capital Improvement Project Manager, and Mr. Sam Rodriguez, City Engineer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Hernandez commented.

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

- 
32. Update on Round 5 of the Neighborhood Improvement Program (NIP).

Ms. Nickole Rodriguez, Community and Human Development Program Manager, and Ms. Daniela Quesada, Chief Architect, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Molinar commented.

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

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## MEMBERS OF THE CITY COUNCIL

.....

33.

### 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 **Lisa J. Saenz** 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.

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

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

34.

**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.

Mayor Leeser and Representative Rodriguez commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

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**35.** Discussion and action on the City's Historic Designation Process.

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

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

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

1. Mr. Philip Etiwe, Planning and Inspections Director
2. Mr. Sam Rodriguez, City Engineer
3. Mr. Tommy Gonzalez, City Manager

Mr. Jose Landeros, El Paso County Planning Department Director and County Commissioner David Stout commented and responded to questions.

The following members of the public commented:

1. Mr. Joe Gudenrath
2. Ms. Carmen Rodriguez
3. Mr. Max Grossman
4. Mr. Clay Baron

**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> MOTION**

Motion made by Representative Hernandez, seconded by Representative Lizarraga, and unanimously carried to **RETIRE** into Executive Session at 4:20 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551.071.

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

NAYS: None



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

Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** the Executive Session at 5:45 p.m. and **RECONVENE** the meeting of the City Council.

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

NAYS: None

**4<sup>TH</sup> MOTION**

Motion made by Representative Rivera, seconded by Representative Svarzbein, and carried to **RETIRE** into Executive Session at 6:01 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551.071.

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

NAYS: Representatives Annello, Molinar, and Rodriguez

**5<sup>TH</sup> MOTION**

Motion made by Representative Lizarraga, seconded by Representative Rivera, and unanimously carried to **ADJOURN** the Executive Session at 6:12 p.m. and **RECONVENE** the meeting of the City Council.

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

NAYS: None

**6<sup>TH</sup> AND FINAL MOTION**

Motion made by Representative Hernandez, seconded by Representative Rivera, and carried to **DELETE** the item.

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

NAYS: Representatives Annello, Molinar, and Rodriguez

.....  
**ADJOURN**  
.....

Motion made by Representative Annello, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 8:27 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

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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

**AGENDA REVIEW MINUTES**  
**February 15, 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.**

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The City Council met via videoconference on the above date. Meeting was called to order at 3:32 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, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga.

The agenda items for the February 16, 2021 Regular City Council meeting were reviewed.

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to VTRE Development, LLC for the purchase price of \$18,600,000 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.

Mayor Leeser commented and questioned the following City staff member:

- Mr. Eddie Garcia, Economic Development Assistant Director

.....  
**29. REGULAR AGENDA – PUBLIC HEARING AND SECOND READING OF ORDINANCES**

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.

Mayor Leeser commented.

- Mr. Cary Westin, Senior Deputy City Manager commented.

.....  
**30. REGULAR AGENDA – OTHER BUSINESS**

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]**

Mayor Leeson questioned the following City staff member:

- Ms. Elizabeth Triggs, Strategic Partnerships Officer

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**35. MEMBERS OF THE CITY COUNCIL**

Discussion and action on the City's Historic Designation Process.

Mayor Leeson and Representative Svarzbein commented.

Ms. Karla Nieman, City Attorney commented.

.....  
Motion made by Representative Hernandez, seconded by Representative Lizarraga, and  
unanimously carried to **ADJOURN** this meeting at 3:47 p.m.

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

NAYS: None

.....  
APPROVED AS TO CONTENT:

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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 ORDAZ PEREZ, DISTRICT 6  
HENRY RIVERA, DISTRICT 7  
CISSY LIZARRAGA, DISTRICT 8

**SPECIAL CITY COUNCIL MEETING MINUTES**  
**El Paso Zoo Event Pavilion**  
**4001 East Paisano**  
**El Paso, Texas 79905**  
**May 16, 2019**  
**9:00 AM**

The City Council met at the above place and date. Meeting was called to order at 9:16 a.m. Mayor Dee Margo present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Sam Morgan, Isabel Salcido, Claudia Ordaz Perez, Henry Rivera and Cissy Lizarraga. Representative Cassandra Hernandez requested to be excused.

**AGENDA**

**1. Discussion and action on the update of the Strategic Plan: The City's Mission, Vision and future goals and initiatives.**

Mayor Dee Margo introduced the item and explained the goals and objectives. He provided examples of the projects that are scheduled to be completed in the community over the next five years.

Mr. Tommy Gonzalez, City Manager, provided an overview of the Strategic Plan highlighting the importance of having a plan.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's office) which included the proposed Mission and Vision Statements and answered questions posed by Council.

1. Ms. Julie Baldwin, Chief Performance Officer
2. Ms. Nicole Cote, Office of Management and Budget Director
3. Mr. Robert Cortinas, Chief Financial Officer
4. Ms. Dionne Mack, Deputy City Manager
5. Ms. Tracey Jerome, Museums and Cultural Affairs Director
6. Mr. Cary Westin, Senior Deputy City Manager
7. Mr. Alex Hoffman, Capital Improvement Assistant Director

Representative Svarzbein presented a PowerPoint presentation (copy on file in the City Clerk's office) on a strategic basis, which included a proposed vision statement.

Mayor Margo and Representatives Svarzbein, Annello, Morgan, Salcido, Ordaz Perez, Rivera and Lizarraga commented.

The following staff members commented:

1. Mr. Sam Rodriguez, City Engineer
2. Mr. Bryan Crowe, Destination El Paso Managing Director

3. Ms. Nicole Ferrini, Community and Human Development Director

The City Council Special Meeting was **RECESSED** for lunch at 11:56 a.m.

The City Council Special Meeting was **RECONVENED** at 12:37 p.m.

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

Made by Representative Salcido, seconded by Representative Rivera, and unanimously carried to **APPROVE** the proposed Mission Statement (Deliver exceptional services to support a high quality of life and place for our Community) and Vision Statement (Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government).

AYES: Representatives Svarzbein, Annello, Morgan, Salcido, Ordaz Perez, Rivera and Lizarraga

NAYS: None

ABSENT: Representative Hernandez

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

Made by Representative Rivera, seconded by Representative Annello, and unanimously carried to **APPROVE** the following items on the proposed 25 by 2025 list.

**25 By 2025**

1. Activate targeted (re) development (2.0):
  - Medical Center of the Americas/Alameda
  - Reimagine Cohen/Angora Loop/Northeast Parkway
  - Five Points
  - Airport Development
  - High priority corridor development plans
  - Infill growth strategies
  - Parking strategies
  - Disposition of City-owned properties
2. Expand Downtown revitalization/redevelopment to include:
  - Streetcar corridor vibrancy (2.0)
  - Convention center renovation
  - Parking management plans
  - Uptown
3. Enhance cross-border mobility experience for bridge users (2.0)
  - Capital Improvement implementation
  - Revamp toll operation schedules and lane management
4. Launch new business friendly practices and services improving speed to market and supporting entrepreneurship/microenterprises
5. Identify and develop plans for areas of reinvestment and local partnership
6. Expand investment in public safety operations (2.0)
  - Staffing needs
  - Program annual Police and Fire vehicle replacement
  - Parking management plans
  - Uptown

7. Establish a brand that celebrates and promotes El Paso's unique identity and offerings
8. Complete Quality of Life Bond Projects and develop signature programming (2.0):
  - Mexican American Cultural Center
  - Children's Museum
  - Multi-purpose Center
9. Align and implement key investment strategies (linked to 6.6) sustaining and enhancing park system operations and outdoor offerings
10. Expand workforce development and organizational focus on continuous improvement through targeted training, activating partnerships and growing best practices
11. Become a model for activating interagency and multisector partnerships and demonstrate results and under the Communities of Excellence framework
12. Optimize resources by evaluating and aligning service delivery mechanisms
  - Shared Services
  - Community Preparedness/Continuity of Operations
  - Establish a citizen-led bond election
13. Create and implement a plan to address long-term liabilities and sustain the City's bond rating
14. Identify potential new revenue streams
15. Establish a citizen-led bond election
16. Define and begin implementation of a Smart Community Roadmap through the strategic integration of technology and data-driven action into city operations
  - Document, publicize and maximize existing smart technology deployed
  - Implement an open data initiative
  - Expand Digital Inclusion efforts (linked to 4.2)
  - Create a real-world laboratory environment to explore scalable smart technology pilot applications
  - Establish partnerships to facilitate smart neighborhood development and deployment
17. Expand the investment and beautification of street infrastructure (2.0)
  - Street resurfacing
  - Streets reconstruction plan
  - Most traveled streets program
  - Citywide aesthetics program (trees, medians, etc.)
  - Comprehensive Green Infrastructure Plan
  - Entryway and wayfinding
18. Implement improvements and active programming that support and promote multimodal transportation (2.0)
19. Create and implement a comprehensive facility and fleet investment plan (2.0)
20. Establish Eastside and Mission Valley Growth Plan and begin implementation and complete Comprehensive Master Plan update.
21. Evaluate and integrate key policies, practices and space planning improving community health outcomes and risk reduction
22. Support affordable, high quality housing options especially for vulnerable populations (2.0)
23. Sustain the Live Release Rate (2.0)
24. Create and implement the Urban Energy Plan and identify state and federal legislative and funding opportunities

25. Seek out and activate interregional and binational partnership opportunities that support trade, technology and tourism (linked with 1.5)

AYES: Representatives Svarzbein, Annello, Morgan, Salcido, Ordaz Perez, Rivera and Lizarraga

NAYS: None

ABSENT: Representative Hernandez

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

Made by Representative Ordaz Perez, seconded by Representative Rivera, and unanimously carried to **APPROVE** a revision to item 20 on the 25 by 2025 list to read "Establish Eastside and Mission Valley Eastside Growth Plan and begin implementation and complete Comprehensive Master Plan update."

AYES: Representatives Svarzbein, Annello, Morgan, Salcido, Ordaz Perez, Rivera and Lizarraga

NAYS: None

ABSENT: Representative Hernandez

.....  
**ADJOURN**

Motion made by Representative Annello, seconded by Representative Morgan, and unanimously carried to **ADJOURN** this meeting at 1:18 p.m.

AYES: Representatives Svarzbein, Annello, Morgan, Salcido, Ordaz Perez, Rivera and Lizarraga

NAYS: None

ABSENT: Representative Hernandez

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APPROVED AS TO CONTENT:

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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 ORDAZ PEREZ, DISTRICT 6  
HENRY RIVERA, DISTRICT 7  
CISSY LIZARRAGA, DISTRICT 8

**CITY COUNCIL WORK SESSION MINUTES**  
**CITY HALL, 300 N. CAMPBELL**  
**COUNCIL CHAMBERS**  
**August 19, 2019**  
**9:05 AM**

.....  
The City Council met at the above place and date. The meeting was called to order at 10:11 a.m. Mayor Dee Margo present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Anello, Cassandra Hernandez, Sam Morgan, Isabel Salcido, Claudia Ordaz Perez, Henry Rivera and Cissy Lizarraga.  
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**AGENDA**

1. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on July 30, 2019.
  - A. Discussion and Action that the FOAC review solicitation RFQ 2019-1034R Professional Auditing Services to include the recommendation of awarding the solicitation to Grant Thornton, LLP.
    - Motion made by Representative Ordaz Perez, seconded by Representative Rivera and approved by Representative Morgan, Representative Lizarraga, Representative Ordaz Perez and Representative Rivera to bring the recommendation to City Council.
  - B. Discussion and Action that the FOAC review solicitation RFQ 2019-857R Franchise Fee Audits to include the recommendation of awarding the solicitation to Avenu Insights.
    - Motion made by Representative Ordaz Perez, seconded by Representative Morgan and approved by Representative Morgan, Representative Lizarraga, Representative Ordaz Perez and Representative Rivera to take no action.
  - C. Discussion and Action that the FOAC review solicitation RFQ 2019-1035R Sales Tax Discovery Audits to include the recommendation of awarding the solicitation to Avenu Insights.
    - Motion made by Representative Morgan, seconded by Representative Ordaz Perez and approved by Representative Morgan, Representative Lizarraga, Representative Ordaz Perez and Representative Rivera to take no action.



D. Discussion on Audit Plan Updates.

E. Discussion on Client Surveys.

F. Discussion on FY2019-20 Annual Audit Plan FOAC Member Interviews.

Mr. Edmundo Calderon, Chief Internal Auditor, provided an overview of the items discussed at the Financial Oversight and Audit Committee meeting held on July 30, 2019.

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

2. Presentation by the Medical Center of the Americas and consulting team Grant Thornton regarding the recently completed strategy report mapping the Biomedical Ecosystem in the region.

Ms. Nicole Ferrini, Community and Human Development and Resilience Officer, introduced the item.

Ms. Jackie Butler, Medical Center of the Americas Director of Promotion & People, briefed Council on the study conducted by Grant Thornton regarding the Biomedical Ecosystem in the region.

The following consultants from Grant Thornton presented a Power Point presentation (copy on file in the City Clerk's Office) and responded to questions from Council members.

1. Mr. Pat Shafer, Healthcare & Life Sciences Managing Director
2. Mr. Marty Zuzulo, Compliance Risk Director

Mayor Margo and Representative Svarzbein, Hernandez, Morgan, and Salcido commented and posed questions regarding the presentation.

Mr. Tommy Gonzalez, City Manager, commented.

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

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### **EXECUTIVE SESSION**

Motion made by Mayor Pro Tempore Ordaz Perez, seconded by Representative Salcido, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 10:48 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Svarzbein, Anello, Hernandez, Morgan, Salcido, Ordaz Perez, Rivera, and Lizarraga

NAYS: None

Motion made by Mayor Pro Tempore Ordaz Perez, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 11:31 a.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Salcido, Ordaz Perez, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rivera

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**EX1.** Ricardo Rubio, Individually, on behalf of all Wrongful Death Beneficiaries and as Representative of The Estate of Alicia Rubio, Deceased v. Rhonda V. Fleming, M.D. and City of El Paso Department of Public Health filed in the 346th District Court under Cause No. 2018DCV0735; Matter No. 18-1052-723 (551.071)

Motion made by Mayor Pro Temp Ordaz Perez, seconded by Representative Morgan and carried that the City Attorney be authorized to retain expert witnesses, and to sign all documents necessary to effectuate this authority in the lawsuit styled Ricardo Rubio, Individually, on behalf of all Wrongful Death Beneficiaries and as a Representative of The Estate of Alicia Rubio, Deceased v. Rhonda V. Fleming, MD. and City of El Paso Department of Public Health, pending before the 346th Judicial District Court, under Cause No. 2018DCV0735; Matter No. 18-1052-723.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Salcido, Ordaz Perez, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rivera

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**EX2.** Claim of Zach Karam; Matter No. 19-1026-10356 (551.071)

Motion made by Mayor Pro Temp Ordaz Perez, Seconded by Representative Morgan and carried that the City Attorney's Office be authorized to deny the property damage claim of Zach Karam, for date of loss of, January 3 I, 2019, in its entirety.

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

NAYS: None

.....

**EX3.** ROP Artcraft, LLC v. The City of El Paso, Texas; 384th District Court of El Paso County, Texas; Cause No, 2017DCV1076; Matter No. 17-1007-1943 (551.071)

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

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**EX4.** In Re: Max Grossman, Relator; Supreme Court of Texas; Case #19-0522; Matter No. 19-1001-233 (551.071)

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

- EX5.** Max Grossman v. Mark Wolfe, Executive Director, Texas Historical Commission; Supreme Court of Texas; Case #19-0521; Matter No. 19-1001-237 (551.071)

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

- .....  
**EX6.** Ex Parte City of El Paso; Supreme Court of Texas; Case #19-0022; Matter No. 17-1001-171.002 (551.071)

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

- .....  
**EX7.** Max Grossman v. City of El Paso; 384th District Court; #2017DCV2528; Matter No. 17-1001-171.001 (551.071)

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

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**ADJOURN**

Motion made by Mayor Pro Tempore Ordaz Perez, seconded by Representative Salcido and unanimously carried to **ADJOURN** this meeting at 11:33 a.m.

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

NAYS: None

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APPROVED AS TO CONTENT:

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Laura D. Prine, City Clerk

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 15, 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 3:32 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, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga.

The agenda items for the February 16, 2021 Regular City Council meeting were reviewed.

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to VTRE Development, LLC for the purchase price of \$18,600,000 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.

Mayor Leeser commented and questioned the following City staff member:

- Mr. Eddie Garcia, Economic Development Assistant Director

.....  
**29. REGULAR AGENDA – PUBLIC HEARING AND SECOND READING OF ORDINANCES**

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.

Mayor Leeser commented.

- Mr. Cary Westin, Senior Deputy City Manager commented.

.....  
**30. REGULAR AGENDA – OTHER BUSINESS**

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]**

Mayor Leeson questioned the following City staff member:

- Ms. Elizabeth Triggs, Strategic Partnerships Officer

.....

**35. MEMBERS OF THE CITY COUNCIL**

Discussion and action on the City's Historic Designation Process.

Mayor Leeson and Representative Svarzbein commented.

Ms. Karla Nieman, City Attorney commented.

.....

Motion made by Representative Hernandez, seconded by Representative Lizarraga, and unanimously carried to **ADJOURN** this meeting at 3:47 p.m.

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

NAYS: None

.....

APPROVED AS TO CONTENT:

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



Legislation Text

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File #: 21-262, Version: 1

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

**All Districts**

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

**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 Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the County of El Paso to increase the efficiency and effectiveness of each party in its provision of the promotion of the region's tourism, convention, and hotel industry by agreeing to share the expense of underwriting a portion of a nationally televised program highlighting border cuisine.

**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:** Economic & International Development

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Miranda Diaz, DiazME@elpasotexas.gov

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

**STRATEGIC GOAL:** Goal 1

**SUBGOAL:**

- 1.1 Stabilize and expand El Paso's tax base
- 1.2 Enhance visitor revenue opportunities

**SUBJECT:**

A resolution authorizing the Mayor to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso (the "City") and El Paso County, Texas ("County") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act. City and County shall be collectively referred to herein as the "Parties" and individually as a "Party."

**BACKGROUND / DISCUSSION:**

Mexican Table, LLC ("Producer") wishes to include El Paso in a primetime television special about the border food scene entitled "La Frontera" (the "Special"); it will air nationally on PBS in 2021 and would consist of two one-hour episodes; Producer has requested \$150,000 to partially underwrite the production, distribution, and support of the Special; and SMG, as manager of Destination El Paso, will contract with and work directly with Producer; and underwriting the Special is in accordance with the City's and County's respective strategic plans and visions for promotion of the region; and this Interlocal Agreement allows the parties to promote tourism and the convention and hotel industry in the El Paso region. The City and County will each contribute \$75,000 towards the underwriting cost of the Special, for a total underwriting contribution of \$150,000. The County will provide its \$75,000 to the City within 20 days of the Effective Date of the executed Interlocal Agreement.

**PRIOR COUNCIL ACTION:**

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

No

**AMOUNT AND SOURCE OF FUNDING:**

480 – 1000 – 48010 – 522150

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

**DEPARTMENT HEAD:**

*Jessica Herrera*

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



## RESOLUTION

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

That the Mayor is hereby authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso and the County of El Paso to increase the efficiency and effectiveness of each party in its provision of the promotion of tourism and the convention and hotel industry in the El Paso City-County region.

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


### CITY OF EL PASO:

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

### ATTEST:

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

### APPROVED AS TO FORM:

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

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jessica Herrera, Director  
Economic & International Development

STATE OF TEXAS                    )  
  )  
COUNTY OF EL PASO            )                    **INTERLOCAL AGREEMENT**

This Interlocal Agreement (“**Agreement**”) is between the City of El Paso, Texas, (“**City**”) and El Paso County, Texas (“**County**”) by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act. City and County shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

**RECITALS**

**WHEREAS**, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, §791.001, et seq., allows local governments and political subdivisions of the state to contract among each other or with a federally recognized Indian tribe for the provision of governmental functions and services or to study the feasibility of the performance of a governmental function or service by an Interlocal contract; and

**WHEREAS**, tourism and the convention and hotel industry are important to the health and vitality of the El Paso’s regional economy and

**WHEREAS**, Mexican Table, LLC (“**Producer**”) wishes to include El Paso in a primetime television special about the border food scene entitled “La Frontera” (the “**Special**”); and

**WHEREAS**, the Special would air nationally on PBS in 2021 and would consist of two one-hour episodes; and

**WHEREAS**, Producer has requested \$150,000.00 to partially underwrite the production, distribution, and support of the Special; and

**WHEREAS**, SMG, as manager of Destination El Paso, will contract with and work directly with Producer; and

**WHEREAS**, underwriting the Special is in accordance with the City’s and County’s respective strategic plans and visions for promotion of the region; and

**WHEREAS**, this Interlocal Agreement allows the parties to promote tourism and the convention and hotel industry in the El Paso region.

**FOR THESE REASONS**, and in consideration of the mutual promises contained in this Agreement, the County and the City mutually agree as follows:

1. **SCOPE OF SERVICES.**

- 1.1 The City and County will each contribute \$75,000.00 towards the underwriting cost of the Special, for a total underwriting contribution of \$150,000.00.
- 1.2 The City will provide its \$75,000.00 to the Producer through SMG, as manager of Destination El Paso.
- 1.3 The County will provide its \$75,000.00 to the City within 20 days of the Effective Date of this Interlocal Agreement. The City will provide the County's \$75,000.00 to the Producer through SMG, as manager of Destination El Paso.
- 1.4 If production of the Special has not commenced by July 1, 2021, the County's \$75,000.00 contribution shall be returned to County upon the County's request via wire transfer within ten business days of County's request.
- 1.5 The City and County agree that, as a condition to providing their \$75,000.00 contributions, the executed Underwriting Agreement between SMG and the Producer must include a provision that the City and the County will receive equal recognition as top sponsors of the two-hour show that will be filmed in El Paso.

2. **PAYMENTS.** Pursuant to Section 791.011(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying Party.

3. **TERM.** The term of this Agreement commences on the Effective Date and ends August 1, 2021. The Effective Date is the date that the last party, either the El Paso County Judge or Mayor of the City of El Paso, signs this Agreement ("**Effective Date**").

4. **TERMINATION.** This Agreement may be terminated as provided in this section.

A. Termination for Convenience. Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 15 calendar days before termination. All parties providing work under this Agreement will halt all work when the termination notice sent by the terminating party is received by the non-terminating party.

B. Termination by Either Party for Cause. Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of intent to terminate, enumerating the failures for which the termination is being sought, and provide at least 30 calendar days to the non-terminating party to cure such a failure.

5. **NOTICES AND PAYMENTS.** The Parties will send all notices and payments under this Agreement by certified mail. For purposes of this Agreement, all notices and payments are deemed

to be received 5 calendar days following the postmark date on the notice or payment. The County may also email notice to the City's Economic Development at the email address noted below. The Parties will deliver all notices and payments under this Agreement to the following addresses:

## **NOTICES**

<u>CITY:</u>	City of El Paso Attn: City Manager PO Box 1890 El Paso, Texas 79950-1890
<u>COPY TO:</u>	City of El Paso Attn: Director of Economic Development 123 W Mills Ave. Suite 111 El Paso, TX 79901 HERRERAJL@ELPASOTEXAS.GOV
<u>COUNTY:</u>	El Paso County Attn: County Judge 500 E. San Antonio Ave., Room 301 El Paso, Texas 79901
<u>COPY TO:</u>	El Paso County Attn: Economic Development Director 500 E. San Antonio Ave., Room 312 El Paso, Texas 79901

## **PAYMENTS**

<u>CITY:</u>	City of El Paso Financial Services P.O. Box 1890 El Paso, TX 79950-1890
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The City and the County will notify each other in writing of any changes in the addresses described above.

## **6. NO INDEMNIFICATION.**

A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.

B. Each Party must handle any claims resulting from the actions in this Agreement.

C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

## **6. GENERAL PROVISIONS.**

6.1 Governing Law and Venue. This Agreement is governed by Texas Law. The venue for any disputes regarding this Agreement lies exclusively in El Paso County, Texas.

6.2 No Joint Enterprise. This Agreement does not create any joint enterprise between the Parties.

6.3 No Third Party Beneficiaries. This Agreement does not confer or create any rights or obligations to any third Parties.

6.4 No Personal Liability. This Agreement does not create any personal liability on the part of any employee, officer, or agent of any public body that may be a party to this Agreement.

6.5 Public Information. This Agreement is public information.

6.6 Sovereign and Governmental Immunity Acknowledged and Retained. The Parties acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by any party of any immunities from suit or liability that a Party may have by operation of law. The City and the County retain all governmental immunities.

6.7 Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the Parties are performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the Parties, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

6.8 Independent Contractors. The City and the County are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the County nor any of their respective agents or employees has control or the right to control the activities of the other party in carrying out the terms of this Agreement. Both Parties agree that neither Party has, nor will attempt to assert, authority to make commitments for or to bind the other Party to any obligation other than the obligations described in this Agreement.

6.9 Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

6.10 Assignment. The Parties may not assign any obligations or rights under this Agreement without the express written consent of the other Party.

6.11 No Waiver. Failure of either Party to enforce any provision of this Agreement does not constitute a waiver of rights and the parties will retain the right to require performance of any provision of this Agreement.

6.12 Complete Agreement. This Agreement constitutes the entire agreement between the Parties.

6.13 Severability. If any provision of this Agreement is declared unenforceable, then all other provisions of this Agreement will remain in effect.

6.14 Fines and Penalties. Each Party is responsible for fiscal penalties, fines, or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal law occurred as a result of that Party's actions.

6.15 Exclusion of Incidental and Consequential Damages. Neither Party is liable under this Agreement to the other Party for any incidental, consequential, special, punitive, or exemplary damages of any kind –including lost profits, loss of business, mental anguish, emotional distress and/or attorney fees- as a result of a breach of any term of this Agreement.

6.16 All attachments referenced in this Agreement are incorporated in full to this Agreement by reference.

Signature page for the City of El Paso, Interlocal Agreement between the City  
of El Paso and the County of El Paso, Texas.

**CITY OF EL PASO**

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

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

**ATTEST:**

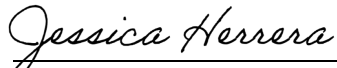
\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



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

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Jessica Herrera, Director  
Economic & International Development

Signature page for El Paso County, Interlocal Agreement between the City of El Paso and El Paso County, Texas.

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

**COUNTY OF EL PASO**

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Ricardo A. Samaniego  
County Judge

**APPROVED AS TO LEGAL FORM ONLY:**

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Kevin McCary  
Assistant County Attorney

**APPROVED AS TO CONTENT:**

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Jose M. Landeros, Interim Director  
Economic Development Department





Item 3

# Interlocal Agreement: City of El Paso and County of El Paso

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

The City and the County wish to share the expenses of underwriting the production as the project is in accordance with the City and County's respective strategic plan and vision for promotion of the region.

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the County of El Paso to increase the efficiency and effectiveness of each party in its provision of the promotion of the region's tourism, convention, and hotel industry by agreeing to share the expense of underwriting a portion of a nationally televised program highlighting border cuisine.



# Interlocal Contributions



**\$75,000**

**City**

Economic  
Development /  
Destination  
El Paso



**\$75,000**

**County**

Economic  
Development



**\$150,000**

**Grant**

to  
La Frontera



# La Frontera

## Patricia “Jinich”

- 2 One-hour new episodes
  - Will be filmed in El Paso, Texas
  - Will air on PBS October 2021
- The City of El Paso and the County of El Paso will both receive equal recognition as top sponsors



## 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 #: 21-189, Version: 1**

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

**All Districts**

Fire, Chief Mario M. D'Agostino, (915) 212-5605

**PUBLIC HEARING DATE:** 3/2/2021

**STRATEGIC GOAL:**

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

**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 or designee is authorized to submit the State Homeland Security Program grant application number 3221405 for the project titled "El Paso-Urban Area Planner" through the Texas Office of the Governor 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 in the amount of \$55,473.94 for the period from September 1, 2021 through August 31, 2022 for an Emergency Management Specialist; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that 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.

**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:** El Paso Fire Department

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Mario D'Agostino, Fire Chief 915-212-5605

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:**

That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 3221405 for the project titled "El Paso-Urban Area Planner" through the Texas Office of the Governor 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 in the amount of \$55,473.94 for the period from September 1, 2021 through August 31, 2022 for an Emergency Management Specialist; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that 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.

**BACKGROUND / DISCUSSION:**

This grant will fund a full-time Emergency Management Specialist position to focus on community risk reduction efforts with an emphasis on community preparedness, education and awareness.

**PRIOR COUNCIL ACTION:**

City Council approved the FY2021 application on March 31, 2020.

**AMOUNT AND SOURCE OF FUNDING:**

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

N/A

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

**DEPARTMENT HEAD:**



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## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the State Homeland Security Program (SHSP) grant program entitled “El Paso-Urban Area Planner”; and

**WHEREAS**, the City of El Paso Fire Department will maintain an Emergency Management Specialist position to assist in the coordination of disaster response or crisis management activities, provide disaster preparedness training, prepare emergency plans and procedures for natural, wartime, or technological disasters or hostage situations; and

**WHEREAS**, the position will increase local and regional community preparedness, and will enhance regional emergency planning activities; and

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

**WHEREAS**, the City Council finds that SHSP will assist local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of the community and the Rio Grande Council of Governments region.

**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 the State Homeland Security Program grant application number 3221405 for the project titled “El Paso-Urban Area Planner” through the Texas Office of the Governor 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 in the amount of \$55,473.94 for the period from September 1, 2021 through August 31, 2022 for an Emergency Management Specialist; and
2. That the City of El Paso shall provide all applicable matching funds for said grant if applicable; and
3. That 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.

**APPROVED THIS** \_\_\_\_ **DAY OF** \_\_\_\_\_, 2021.

*(Signatures on following page)*

**CITY OF EL PASO:**

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Oscar Leaser  
Mayor

**ATTEST:**

---

Laura D. Prine  
City Clerk


**APPROVED AS TO CONTENT:**



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Mario M. D'Agostino, Fire Chief  
El Paso Fire Department

**APPROVED AS TO FORM:**



(for)

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Leslie B. Jean-Pierre  
Assistant City Attorney

Denied ☐Awarded ☐

PSGrant# \_\_\_\_\_

**GRANT INFORMATION FORM (GIF)**

Complete either side A or if awarded, complete side B in this same form

This form is to be used to provide information to the Grants Administration Division (GAD) of submitted grant applications, grants that have been awarded, and/or grant contract amendments. After completing either side, please forward to the GAD Office at [grants-1@elpasotexas.gov](mailto:grants-1@elpasotexas.gov). Once a grant has been awarded and a contract/agreement needs to be processed, please complete SIDE B and forward to GAD, we will submit for Legal Review and further processing.

Department El Paso Fire Department

A. GRANT APPLICATION	B. CONTRACT/AGREEMENT/AMENDMENTS
<b>A1. Department Programmatic Contact Person</b> Name: Antonio Muro Jr Title: Battalion Chief Phone No.: 915-838-3271 Email: MuroAX@elpasotexas.gov	<b>B1. Department Financial Grant Contact Person</b> Name: _____ Title: _____ Phone No.: _____ Email: _____
<b>A2. Grant Data</b> Funding Agency: Department of Homeland Security (SHSP) Grant Title: El Paso- Urban Area Planner CFDA No. 97.067 <input type="checkbox"/> N/A Application Due Date: February 11, 2021 Requires Signature or Review from: Mayor <input type="checkbox"/> City Manager <input type="checkbox"/> Legal Review <input type="checkbox"/>	<b>B2. Grant Data</b> Funding Agency: _____ Name of Grant: _____ Project Name: _____ Agency Contract No.: _____ Date of Award: <input type="text"/> Month <input type="text"/> Day <input type="text"/> Year New, Continuation, or Amendment: <input type="text"/> Please Select
<b>A3. Financial Data (Skip if not applicable)</b> Amount of Funding Request: \$ 55,473.94 Amount of Matching Funds Requested: \$ 0.00 Amount of In-Kind Funds Requested: \$ 0.00 Total Amount Requested: \$ 55,473.94	<b>B3. Financial Data</b> Post-Award Amount: (As indicated in the grant contract/agreement) \$ _____ Actual Amount of Cash Match \$ _____ Actual Amount of In-Kind: \$ _____ Total Amount Awarded: \$ 0.00
<b>A4. Grant Classification</b> <input checked="" type="checkbox"/> Competitive (award based on competition) <input type="checkbox"/> Entitlement (a set of funds determined under a formula) <input type="checkbox"/> Continuation (ongoing funding)	<b>B4. Legal Review &amp; Other Signatures</b> <input type="checkbox"/> Signature required from CM <input type="checkbox"/> Signature required from Mayor <input type="checkbox"/> City Council approval required
<b>A5. Cash Match Certification</b> Cash match has been certified by the Department Director? Yes <input type="checkbox"/> No <input type="checkbox"/> Account Number(s) for matching funds: _____ Does this grant allow for operating/administrative costs? Yes <input type="checkbox"/> No <input type="checkbox"/> % <input type="checkbox"/> Amount \$ _____ How is the match amount determined? <input type="checkbox"/> Fixed Amount: \$ 0.00 <input type="checkbox"/> Percentage of Project Cost: 0 % <input type="checkbox"/> Other (Please explain): None  For this fiscal year, how much of the local cash amount is: Already in the department's budget: \$ _____ Not budgeted: \$ _____ Proposed source of match: _____	<b>B5. Accounting String:</b> _____  If there's a change in Column A that occurred <u>after</u> the application process, please use this box to specify changes: _____
<b>Brief Description of Grant:</b> Emergency Management Specialist - This is a continuation of a full-time position to assist in coordination of disaster response or crisis management activities, provide disaster preparedness training, and prepare draft emergency plans and procedures for natural (e.g., hurricanes, floods, earthquakes), wartime, or technological (e.g., nuclear power plant emergencies, hazardous materials spills) disasters or hostage situations Project description completed by MCV 2/5/21	

**REQUIRED SIGNATURES**

(Legal review necessary only if council action is required, if granting agency requires signature from top authority or contracts)

1. [Signature] 02-02-2021  
Department Director Date

2. [Signature] 02/02/2021  
Grants Administration Division Date

1. \_\_\_\_\_ Date  
Department Director

2. \_\_\_\_\_ Date  
Grants Administration Division

3. \_\_\_\_\_ Date  
Legal Review

[Print This Page](#)

**Agency Name:** El Paso, City of  
**Grant/App:** 3221405 **Start Date:** 9/1/2021 **End Date:** 8/31/2022

**Project Title:** El Paso-Urban Area Planner  
**Status:** Application Pending Submission

**Eligibility Information**

**Your organization's Texas Payee/Taxpayer ID Number:**  
17460007499014

**Application Eligibility Certify:**

Created on:1/13/2021 5:17:20 PM By:Ricardo Gonzalez

**Profile Information**

**Applicant Agency Name:** El Paso, City of  
**Project Title:** El Paso-Urban Area Planner  
**Division or Unit to Administer the Project:** Office of Emergency Management  
**Address Line 1:** 6055 Threadgill Ave.  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79924-6327  
**Start Date:** 9/1/2021  
**End Date:** 8/31/2022

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments

**Headquarter County:** El Paso

**Counties within Project's Impact Area:** Brewster,Culberson,El Paso,Hudspeth,Jeff Davis,Presidio

**Grant Officials:**

**Authorized Official**

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

**Financial Official**

**Name:** Margarita Munoz  
**Email:** munozmm@elpasotexas.gov  
**Address 1:** 300 N. Campbell st  
**Address 1:**  
**City:** City of El Paso, Texas 79901  
**Phone:** 915-212-1174 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Comptroller

**Project Director**

**Name:** Antonio Muro  
**Email:** muroax@elpasotexas.gov  
**Address 1:** 300 N. Campbell



**Address 1:****City:** El Paso, Texas 79901**Phone:** 915-820-3271 Other Phone:**Fax:****Title:** Mr.**Salutation:** Chief**Position:** Battalion Chief**Grant Writer****Name:** Deborah Olivas**Email:** Olivasd@elpasotexas.gov**Address 1:** 416 N Stanton**Address 1:****City:** El Paso, Texas 79901**Phone:** 915-212-5606 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Fiscal Operations Administrator**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide homeland security services**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499014**Data Universal Numbering System (DUNS):** 058873019**Narrative Information****Overview**

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

**Primary Mission and Purpose**

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

**Eligibility Requirements**

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

### **National Incident Management System (NIMS) Implementation**

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

### **Emergency Management Plans**

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at [tdem.plans@tdem.texas.gov](mailto:tdem.plans@tdem.texas.gov).

### **Eligibility Requirements**

#### **Program Income**

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

**Deduction Method** - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

**Asset Seizures and Forfeitures** - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).



## Program Requirements

### Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

### Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention.** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection.** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation.** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response.** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery.** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

### Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

### Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X** I certify to all of the application content and requirements.

### Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

This project will fund a full-time Emergency Management Specialist position to focus on community risk reduction efforts with an emphasis on community preparedness, education, and awareness. Proposed activities include assisting in the coordination of disaster response or crisis management activities, provide disaster preparedness training, and prepare draft emergency plans and procedures for natural (e.g., hurricanes, floods, earthquakes), wartime, or technological (e.g., nuclear power plant emergencies, hazardous materials spills) disasters or hostage situations. Involves Research and maintenance of emergency management plans for El Paso County and its seven jurisdictions such as disaster recovery, communications, mass notification and warning, and resource management. Additional plans include Continuity of Operations Plans and Continuity of Government Plans for the seven incorporated jurisdictions and County of El Paso. Regional training and exercise coordination and development for EOC staff and emergency management partners, and Incident Management Team personnel. Development of after-action reviews/reports and tracking of



corrective actions. Maintenance and development of mutual aid agreements in the El Paso region to enhance regional response and coordination. Regional threat and critical infrastructure threat assessments. The intended impact is to increase community preparedness and awareness by educating and informing the public about community risks, developing strong community partnerships in all phases of emergency management, and implement an all-hazards community risk reduction effort program with community stakeholders.

#### **Problem Statement :**

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

This project will target the following threats and/or hazards identified in the 2020 regional THIRA and SPR to include natural threats (Pg 6 & 8) such as flooding and wildfire; technological such as a hazardous materials chemical release (Pg 7) human-caused threats such as an active shooter incident (Pg.9), chemical attack (Pg. 10), and a radiological incident (Pg. 11). Beyond the THIRA, additional threats unique to the US/Mexican border include human trafficking, mass migration, pandemics, and the continued cartel violence due to the drug trade.

#### **Existing Capability Levels :**

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Currently the El Paso City/County Office of Emergency Management is staffed with two (2) emergency management specialists with one of the specialists funded through the 2020 SHSP Grant 3221404. This grant is for the continuation of the current specialist that is responsible for implementing community risk reduction efforts with an emphasis on community preparedness, education, and awareness. This specialist will also focus on local and regional emergency response, mitigation and recovery plans, continuity of operations/continuity of government plans, and local and regional exercises/training. Previously under UASI, El Paso OEM operated with three planners. This grant would allow El Paso to continue current operations and initiatives.

#### **Capability Gaps:**

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR). Due to budget constraints, the adequate amount of personnel needed to perform the following capabilities not available or realistic. Based on the RGCOC's 2020 SPR, this project will address following capability gap is listed below which is referenced on the listed core capabilities with additional supporting planning, organization, equipment, training and exercise (POETE) components referenced therein: Continuation of this project is to develop and implement plans. The additional planners would be responsible for maintaining the plans and assisting those jurisdictions to include municipalities and regional stakeholders that don't have established plans. Page 5. (Planning Core Capability) – Organization – Capability Gap POETE Page 7. Public Information and Warning – Organization – Capability Gap (POETE) Page 12. Intelligence and Information Sharing – Planning – Capability Gap (POETE) Page 13. Interdiction and Disruption – Planning – Capability Gap (POETE) Page 15. Screening, Search, and Detection – Planning – Capability Gap (POETE) Page 9. Operational Coordination Core Capability – Organization – Capability Gap (POETE) Page 18. Physical Protective Measures – Planning – Capability Gap (POETE) Page 21. Supply Chain Integrity and Security – Planning – Capability Gap (POETE) Page 22. Community Resilience – Planning – Capability Gap (POETE) Page 23.4 Long-term Vulnerability Reduction – Planning – Capability Gap (POETE) Page 25. Risk and Disaster Resilience Assessment – Planning – Capability Gap (POETE) Page 31. Fatality Management Services – Planning – Capability Gap (POETE) Page 45. Infrastructure Systems – Planning – Capability Gap (POETE) Page 37. Mass Search and Rescue Operations – Planning – Capability Gap (POETE) Page 35. Mass Care Services – Planning – Capability Gap (POETE) Page 38. On-scene Security, Protection, and Law Enforcement – Planning – Capability Gap (POETE) Page 39. Operational Communications – Planning – Capability Gap (POETE) Page 50. Natural and Cultural Resources – Planning – Capability Gap (POETE) Page 49. Housing – Planning – Capability Gap (POETE) Page 42. Public Health, Healthcare, and Emergency Medical Services – Planning – Capability Gap (POETE) Page 44. Situational Assessment – Planning – Capability Gap (POETE) Page 47. Economic Recovery – Planning – Capability Gap (POETE) Page 48. Health and Social Services – Planning – Capability Gap (POETE)

#### **Impact Statement :**

Describe the project goals/objectives and how this project will maintain capabilities or reduce



capability gaps.

The goals and objectives of this project will address 23 of the 32 Core Capability gaps identified and supported throughout the RGCOC 2020 SPR. With the added specialist, the Office of Emergency Management will be able to increase local and regional community preparedness, enhance local and regional emergency response; maintain, evaluate, and revise mitigation and recovery plans; review and develop continuity of operations/government plans for the county of El Paso and its seven jurisdictions, and create additional local and regional training and exercises.

#### Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

**3.1.3 Provide technical assistance and training to local jurisdictions to encourage the development of hazard mitigation plans based on vulnerability assessments.**

#### Target Group :

Identify the target group and population expected to benefit from this project.

The funds for this project will be administered by The El Paso Office of Emergency Management; which is under the El Paso Fire Department, City of El Paso. Therefore, City of El Paso will be the main beneficiary and administration of the grant falls under the City of El Paso Office of the Comptroller grant administration rules. The target group and population expected to benefit from this project includes The El Paso City/County Office of Emergency Management, the County of El Paso, its seven incorporated cities and unincorporated areas for a population of over 835,000. Due to mutual aid agreements and regional response capabilities (Hazardous Materials, USAR, etc.) that the project supports, additional benefits would include the cities and counties that make up Texas Disaster District 8, Dona Ana County in southern New Mexico, and Ciudad Juarez (sister city agreements) making up a regional benefit of over 2.5 million people.

#### Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Due to budget constraints, loss of UASI and limited EMPG funding, the Office of Emergency Management will continue to seek federal grants to keep the planner position beyond the project period.

#### Project Activities Information

##### HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

##### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Planning and Community Preparedness	100.00	Emergency Management Specialist - This Is a continuation of a full-time position to assist in coordination of disaster response or crisis management activities, provide disaster preparedness training, and prepare draft emergency plans and procedures for natural (e.g., hurricanes, floods, earthquakes), wartime, or technological (e.g., nuclear power plant emergencies, hazardous materials spills) disasters or hostage situations. Involves: Research and maintain emergency management plans for the El Paso City/County region such as disaster recovery, communications, Emergency Operations Center (EOC) Activation Gulde, Continuity of Government, Continuity of Operations for city and county departments and resource management. Coordinate and train volunteers In emergency preparedness activities. This is a continuation of a full time position that we will keep for a one-year performance period.

## Measures Information

### Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of community preparedness (CCP, CERT or other similar agency sponsored programs) events held.	10
Number of exercises conducted.	8
Number of individuals participating in exercises.	950
Number of people trained.	450
Number of planning/coordination meetings attended.	36
Number of planning/coordination meetings conducted (including whole community as appropriate).	36
Number of plans developed or updated.	50
Number of plans reviewed.	36
Number of trainings conducted.	10

### Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of individuals from stakeholder organizations participating in planning/coordination meetings.	100
Number of people participating in community preparedness events.	320
Number of stakeholder organizations participating in planning/coordination meetings.	2000

### Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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### Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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### Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the Upload.Files tab and following the instructions on Uploading eGrants Files.

### Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes  
☒ No

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

### Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes  
☒ No  
☐ N/A

For applicant agencies that selected either No or N/A above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

☐ Yes  
☒ No  
☐ N/A

#### Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2021

Enter the End Date [mm/dd/yyyy]:

8/31/2022

#### Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

59293711

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

4117764

#### Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes  
☐ No

Applicant agencies that selected Yes above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2019

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

Enter the debarment justification:

#### FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers YES to the FIRST statement but NO to the SECOND statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered YES to the FIRST statement and NO to the SECOND statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):



0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

#### Homeland Security Information

#### FUND SOURCE INFORMATION AND REQUIREMENTS

**DHS Project Type: Develop/enhance homeland security/emergency management organization and structure**

##### Capabilities

**Core Capability: Planning**

**Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)**

**Are the assets or activities Deployable or Shareable: Shareable**

**Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures**

**X   Check if these funds will support a project that was previously funded with HSGP funding**

##### Project Management Step Involved:

**Check the step that most closely resembles the phase of the project activities to be completed during the grant period.**

**Step: Execute**

**Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.**

**Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.**

##### Milestones

**Milestone: Develop and maintain EM Plans for El Paso Region; Completion Date: 12-01-2021**

**Milestone: Provide disaster and terrorism preparedness training to El Paso Region; Completion Date: 05-01-2022**

**Milestone: Update plans and coordination meetings/actions completed; Completion Date: 08-31-2022**

##### NIMS Resources

**Check if this project supports a NIMS typed resource**

**Enter the name of the typed resources from the Resource Type Library Tool:**

**Enter the ID of the typed resources from the Resource Type Library Tool:**

#### Fiscal Capability Information

## **Section 1: Organizational Information**

**\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\***

**Enter the following values in order to submit the application**

**Enter the Year in which the Corporation was Founded: 0**

**Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900**

**Enter the Employer Identification Number Assigned by the IRS: 0**

**Enter the Charter Number assigned by the Texas Secretary of State: 0**

**Enter the Year in which the Corporation was Founded:**

**Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:**

**Enter the Employer Identification Number Assigned by the IRS:**

**Enter the Charter Number assigned by the Texas Secretary of State:**

## **Section 2: Accounting System**

**The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.**

**Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?**

**Select the appropriate response:**

☐ **Yes**

☐ **No**

**Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?**

**Select the appropriate response:**

☐ **Yes**

☐ **No**

**Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?**

**Select the appropriate response:**

☐ **Yes**

☐ **No**

**If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.**

**Enter your explanation:**

## **Section 3: Financial Capability**

**Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.**

**Has the grant agency undergone an independent audit?**

**Select the appropriate response:**

☐ **Yes**

☐ **No**

**Does the organization prepare financial statements at least annually?**

**Select the appropriate response:**

☐ Yes  
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes  
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes  
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits. Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN- KIND MATCH	GPI	TOTAL	UNIT/%
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Personnel	Planner (Planning)	Emergency Management Specialist - This Is a continuation of a full-time position to assist in coordination of disaster response or crisis management activities, provide disaster preparedness training, and prepare draft emergency plans and procedures for natural (e.g., hurricanes, floods, earthquakes), wartime, or technological (e.g., nuclear power plant emergencies, hazardous materials spills) disasters or hostage situations. Involves: Research and maintain emergency management plans for the El Paso City/County region such as disaster recovery, communications, Emergency Operations Center (EOC) Activation Gulde, Continuity of Government, Continuity of Operations for city and county departments and resource management.	\$55,473.94	\$0.00	\$0.00	\$0.00	\$55,473.94	100
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		Coordinate and train volunteers In emergency preparedness activities. This is a continuation of a full time position that we will keep for a one-year performance period (September 1, 2021 to August 31, 2022)						
--	--	--	--	--	--	--	--	--

#### Source of Match Information

#### Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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#### Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

#### Budget Summary Information

#### Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$55,473.94	\$0.00	\$0.00	\$0.00	\$55,473.94

#### Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$55,473.94	\$0.00	\$0.00	\$0.00	\$55,473.94

### Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as User Name: MuroAX



Legislation Text

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File #: 21-190, Version: 1

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

**All Districts**

Fire, Chief Mario M. D'Agostino, (915) 212-5605

**PUBLIC HEARING DATE:** 3/2/2021

**STRATEGIC GOAL:**

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

**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 or designee is authorized to submit the State Homeland Security Program grant application number 2951007 for the project titled "Sustainment of Fire Department Special Response Teams" through the Texas Office of the Governor 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, in the amount of \$95,000.00, for the period from September 1, 2021 through August 31, 2022, for a project that supports a Regional Hazardous Material Team, Urban Search and Rescue Team, and Type III Incident Management Team; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that 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.

**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:** El Paso Fire Department

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Mario D'Agostino, Fire Chief 915-212-5605

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:**

That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 2951007 for the project titled "Sustainment of Fire Department Special Response Teams" through the Texas Office of the Governor 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, in the amount of \$95,000.00, for the period from September 1, 2021 through August 31, 2022, for a project that supports a Regional Hazardous Material Team, Urban Search and Rescue Team, and Type III Incident Management Team; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that 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.

**BACKGROUND / DISCUSSION:**

This grant will assist with the sustainment and improve the El Paso Fire Department's ability to protect, respond and recover from incidents that originate from acts of terrorism (internationally or domestically), technological or natural disasters and accidentally caused human events. The project supports a Regional Hazardous Material Team, Urban Search and Rescue Team, and Type III Incident Management Team. El Paso's specialized teams support the following core capabilities: operational coordination, threat and hazard identification, environmental response/health and safety, situational assessment and mass search and rescue operations. The identified purchase items include sensors and calibration gas for the hazardous materials air monitoring program.

**PRIOR COUNCIL ACTION:**

City Council approved the FY2021 application on March 31, 2020.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:**



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## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the State Homeland Security Program (SHSP) grant program entitled “Sustainment of Fire Department Special Response Teams”; and

**WHEREAS**, the City’s Fire Department seeks assistance in the sustainment of its ability to prepare, respond and recover from incidents as a result of terrorism; and

**WHEREAS**, there is a need to purchase and replace equipment that supports a Regional Hazardous Materials Team, Urban Search and Rescue Team, Type III Incident Managements Team; and

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

**WHEREAS**, the City Council finds that SHSP will assist local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of the community and the Rio Grande Council of Governments region.

**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 the State Homeland Security Program grant application number 2951007 for the project titled “Sustainment of Fire Department Special Response Teams” through the Texas Office of the Governor 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 in the amount of \$95,000.00 for the period from September 1, 2021 through August 31, 2022, for a project that supports Regional Hazardous Materials Team, Urban Search and Rescue Team, Type III Incident Managements Team; and
2. That the City of El Paso shall provide all applicable matching funds for said grant if applicable; and
3. That 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.

**APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

*(Signatures on following page)*

**CITY OF EL PASO, TEXAS**

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Oscar Leeser  
Mayor

**ATTEST:**

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Laura D. Prine  
City Clerk


**APPROVED AS TO CONTENT:**



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Mario M. D'Agostino, Fire Chief  
El Paso Fire Department

**APPROVED AS TO FORM:**



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Leslie B. Jean-Pierre  
Assistant City Attorney



Denied ☐Awarded ☐

PSGrant# \_\_\_\_\_

**GRANT INFORMATION FORM (GIF)****Complete either side A or if awarded, complete side B in this same form**

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards, and/or grant contract amendments. After completing either side, please forward to the GAD Office at [Grants-1@elpasotexas.gov](mailto:Grants-1@elpasotexas.gov). Once a grant has been awarded and a contract/agreement needs to be processed, please complete SIDE B and forward to GAD, we will submit for Legal Review and further processing. Please use the same GIF to complete Part A & Part B so it is all kept on the same sheet.

**Department** El Paso Fire Department

A. GRANT APPLICATION	B. CONTRACT/AGREEMENT/AMENDMENTS
<b>A1. Department Programmatic Contact Person</b> Name: Ricardo Gonzalez Title: Battalion Chief Phone No.: 915-838-3263 Email: GonzalezRZ@elpasotexas.gov	<b>B1. Department Financial Grant Contact Person</b> Name: _____ Title: _____ Phone No.: _____ Email: _____
<b>A2. Grant Data</b> Funding Agency: Department of Homeland Security (SHSP) Grant Name: Sustainment of Fire Department Special Response Team CFDA No. 97.067 N/A <input type="checkbox"/> Application Due Date: 2/11/2021 at 5:00pm CST Requires Signature or Review from: Mayor <input type="checkbox"/> City Manager <input type="checkbox"/> Legal Review <input checked="" type="checkbox"/>	<b>B2. Grant Data</b> Funding Agency: _____ Grant Name: _____ Program Name: _____ Agency Contract No.: _____ Grant Type: <span style="border: 1px solid black; padding: 2px;">Please Select</span> Pass through Agency: _____ Grant Start & End Date: <span style="border: 1px solid black; padding: 2px;">Month</span> <span style="border: 1px solid black; padding: 2px;">Day-</span> <span style="border: 1px solid black; padding: 2px;">Year-</span> <span style="border: 1px solid black; padding: 2px;">Month</span> <span style="border: 1px solid black; padding: 2px;">Day-</span> <span style="border: 1px solid black; padding: 2px;">Year-</span> New, Continuation, or Amendment: <span style="border: 1px solid black; padding: 2px;">Please Select</span>
<b>A3. Financial Data</b> Amount of Funding Request: \$ 95,000.00 Amount of Matching Funds Requested: \$ 0.00 Amount of In-Kind Funds Requested: \$ 0.00 Total Amount Requested: \$ 95,000.00	<b>B3. Financial Data</b> Post-Award Amount: \$ _____ (As indicated in the grant contract/ agreement) Actual Amount of Cash Match: \$ _____ Actual Amount of In-Kind: \$ _____ Total Amount Awarded: \$ 0.00
<b>A4. Grant Classification</b> <input checked="" type="checkbox"/> Competitive (award based on competition) <input type="checkbox"/> Entitlement (a set of funds determined under a formula) <input type="checkbox"/> Continuation (ongoing funding)	<b>B4.</b> <input type="checkbox"/> CM Signature required <input type="checkbox"/> Mayor Signature required <input type="checkbox"/> City Council approval required
<b>A5. City Match Certification</b> Has City Match been certified by the Department Director? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Does this grant allow for operating/administrative costs? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> % <input type="checkbox"/> Amount \$ _____ How is the match amount determined? <input type="checkbox"/> Fixed Amount: \$ _____ <input type="checkbox"/> Percentage of Project Cost: 0 % <input type="checkbox"/> Other (Please explain): _____ For this fiscal year, how much of the local cash amount is: Already in the department's budget: \$ _____ Not budgeted: \$ _____ Proposed source of match: _____	<b>B5.</b> Grant Accounting String: _____ City Match Accounting String: _____ If there's a change in Column A that occurred <u>after</u> the application process, please use this box to specify changes:

**Brief Description of Grant:**

The El Paso Fire Department's Special Response Team's mission is to protect, respond, and recover from incidents that may originate from acts of terrorism (internationally or domestically), technological or natural disasters, and accidentally caused human events. The El Paso Fire Department supports a regional Hazardous Materials Team, Urban Search and Rescue Team, and Type III Incident Management Team.

**REQUIRED SIGNATURES**

1.   
Department Director Signature Date  
Mario M. D'Agostino 2/03/2021  
Printed Name of Department Director

2.   
Grants Administration Division Date  
Elda R. Hefner 02/04/2021

1. \_\_\_\_\_  
Department Director Signature Date  
Mario M. D'Agostino 2/03/2021  
Printed Name of Department Director

2. \_\_\_\_\_  
Grants Administration Division Date

3. \_\_\_\_\_  
Legal Review Date

**Agency Name:** El Paso, City of  
**Grant/App:** 2951007 **Start Date:** 9/1/2021 **End Date:** 8/31/2022

**Project Title:** Sustainment of Fire Department Special Response Teams  
**Status:** Application Pending Submission

### Eligibility Information

**Your organization's Texas Payee/Taxpayer ID Number:**  
17460007499014

### Application Eligibility Certify:

Created on:1/13/2021 3:21:50 PM By:Ricardo Gonzalez

### Profile Information

**Applicant Agency Name:** El Paso, City of  
**Project Title:** Sustainment of Fire Department Special Response Teams  
**Division or Unit to Administer the Project:** Office of Emergency Management  
**Address Line 1:** 6055 Threadgill Ave.  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79924-6327  
**Start Date:** 9/1/2021  
**End Date:** 8/31/2022

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments  
**Headquarter County:** El Paso  
**Counties within Project's Impact Area:** Brewster,Culberson,El Paso,Hudspeth,Jeff Davis,Presidio

### Grant Officials:

#### Authorized Official

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

#### Financial Official

**Name:** Margarita Munoz  
**Email:** munozmm@elpasotexas.gov  
**Address 1:** 300 N. Campbell st  
**Address 1:**  
**City:** City of El Paso, Texas 79901  
**Phone:** 915-212-1174 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Comptroller

#### Project Director

**Name:** Ricardo Gonzalez  
**Email:** gonzalezrz@elpasotexas.gov  
**Address 1:** 6055 Threadgill Ave.  
**Address 1:**  
**City:** El Paso, Texas 79924  
**Phone:** 915-838-3263 Other Phone: 915-820-7021  
**Fax:** 915-838-3261  
**Title:** Mr.  
**Salutation:** Mr.  
**Position:** Grants Coordinator

#### Grant Writer

**Name:** Deborah Olivas  
**Email:** Olivasd@elpasotexas.gov  
**Address 1:** 416 N Stanton  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-5606 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Fiscal Operations Administrator

### Grant Vendor Information

**Organization Type:** Unit of Local Government (City, Town, or Village)  
**Organization Option:** applying to provide homeland security services  
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499014  
**Data Universal Numbering System (DUNS):** 058873019

### Narrative Information

#### Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

#### Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

#### Eligibility Requirements

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

### **National Incident Management System (NIMS) Implementation**

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

### **Emergency Management Plans**

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at [tdem.plans@tdem.texas.gov](mailto:tdem.plans@tdem.texas.gov).

### **Eligibility Requirements**

#### **Program Income**

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

**Deduction Method** - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

**Asset Seizures and Forfeitures** - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

### **Program Requirements**

## Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

## Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention.** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection.** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation.** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response.** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery.** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

## Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

## Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

## Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The El Paso Fire Department's Special Response Team's mission is to protect, respond, and recover from incidents that may originate from acts of terrorism (internationally or domestically), technological or natural disasters, and accidentally caused human events. The El Paso Fire Department supports a regional Hazardous Materials Team, Urban Search and Rescue Team, Type III Incident Management Team, and a Water Rescue Team. El Paso's specialized teams support the following core capabilities: operational coordination, threat and hazard identification, environmental response/health and safety, situational assessment, mass search and rescue operations, risk disaster resilience assessment. This project aims to sustain and improve the teams' ability to protect, respond and recover from incidents by addressing the capability gaps identified for each of our core capabilities. The proposed investments will help ensure that the teams continue to provide the expected level of service both locally and regionally.

## Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The City and County of El Paso are located in remote West Texas, on the border with Juarez, Mexico, and New Mexico. The next closest comparable metropolitan areas are Albuquerque New Mexico, Tucson or Phoenix Arizona. The Paso Del Norte region is recognized by local, state, and federal agencies as an urban island. Given the isolation and unique problems of immediate border issues, El Paso uses a whole community approach with local, tribal, state, interstate, federal and international partners. El Paso's specialized teams are the only teams in the area with the ability to protect the region from the consequences of all hazards, both natural and human-caused. The community's specific issues are acts of domestic and international terrorism, the ongoing violence

due to drug trafficking, international mass migration, human smuggling, daily transportation of hazardous materials across the border, public health emergency outbreaks, and increased seismic activity in the region. The El Paso Fire Departments specialized teams possess the capabilities required to conduct mass search and rescue operations and mitigate incidents involving chemical, biological, radiological, nuclear, and high-yield explosives (CBRNE). These teams increase the state's ability to minimize damage and loss of life due to terrorism, criminal attacks, and natural disasters through their emergency response. As specified in the 2020 RGCOC THIRA (page 7, 10), the El Paso Fire Department Specialty Teams play a significant role in hazard mitigation, response, intelligence gathering, and recovery for the region.

#### **Existing Capability Levels :**

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The El Paso Fire Department supports a regional Hazardous Materials Team, Urban Search and Rescue Team, Type III Incident Management Team, and a Water Rescue Team, which is deployable with Texas A&M Task Force One (TX-TF1). El Paso's specialized teams are the only teams in the West Texas Region with the capability to protect communities from the consequences of all hazards, both natural and human-caused. According to the RGCOC State Preparedness Report (SPR) 2020 (page 30), equipment needed to assess a hazmat incident is needed to meet the capacity target.

#### **Capability Gaps:**

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

RGCOC State Preparedness Report (SPR) 2020 Environmental Response/Health and Safety, Page 30 This project will address the El Paso Fire Departments Regional Hazardous Materials team's equipment capability gaps in personal protective equipment, air monitoring equipment, maintenance, and personnel training. These investments will help maintain the expected level of service and state of readiness of the Team. Risk and Disaster Resilience Assessment, P27. Need to conduct an Earthquake Functional Exercise. The Urban Areas Security Initiative Program funded the El Paso Fire Departments' special response teams' inception. That funding has now ceased, and the heavy rescue equipment used to conduct mass search and rescue operations has surpassed its service life and needs replacement. The replacement of this equipment will help sustain and improve the department's Urban Search and Rescue Team's capabilities to respond to an earthquake or structural collapse situation, given the increase in seismic activity in the area.

#### **Impact Statement :**

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The El Paso Fire Department supports a Regional Hazardous Materials Team, Urban Search and Rescue Team, Type III Incident Management Team, and a Water Rescue Team, which is deployable with Texas A&M Task Force One (TX-TF1). These teams also provide response capability to the cities and counties of El Paso, Texas, and region 4 of TDEM and the State of New Mexico. The replacement and maintenance of crucial equipment enable this capability. This project aims to maintain the departments Urban Search and Rescue Team and Regionals Hazardous Materials Team's capabilities by reducing the capability gaps in equipment and maintenance.

#### **Homeland Security Priority Actions:**

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 *Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

2.2.1 Strengthen statewide capability to detect, confirm, analyze, and assess chemical, biological, radiological, and nuclear events

#### **Target Group :**

Identify the target group and population expected to benefit from this project.

The approximately 2.5 million people of the region will benefit from this project in the States of Texas, New Mexico and the country of Mexico. Specifically, the El Paso Fire Department's' Hazardous Materials Team and Urban Search and Rescue team will benefit from the proposed project.

#### **Long-Term Approach:**

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Sustainment costs will be absorbed by budgets of the City and County of El Paso, Texas.

### **Project Activities Information**

#### **HSGP Instructions for Project Activity Selection**

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

#### **Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	This project assists with sustaining and improving the El Paso Fire Departments' ability to protect, respond and recover from incidents as a result of terrorism. The project supports a regional Hazardous Materials Team and a Type II Urban Search and Rescue Team. El Paso's specialized teams are the only teams in the West Texas region with the capability to protect communities from the consequences of all hazards, both natural and human caused. These teams support the following core capabilities: operational coordination, threat and hazard identification, environmental response/health and safety, situational assessment, and mass search and rescue operations. The teams were created using UASI funding. The loss of funding severely threatens the ability for the teams to continue to provide the expected level of service both locally and regionally. The project addresses gaps with training and equipment needed to maintain and improve response and recovery abilities. The gaps identified are a result of budgetary constraints.

## Measures Information

### Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	12
Number of First Responder or EMC personnel provided with new or updated equipment.	120
Number of individuals participating in exercises.	120
Number of people trained.	30
Number of Special Response Teams created, maintained or enhanced.	3
Number of trainings conducted.	12

### Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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### Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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### Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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### Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the Upload.Files tab and following the instructions on Uploading eGrants Files.

### Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes  
☒ No

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

### Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes  
☒ No  
☐ N/A

For applicant agencies that selected either No or N/A above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

☐ Yes  
☒ No  
☐ N/A

### Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2021

Enter the End Date [mm/dd/yyyy]:

8/31/2022

### Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:



Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

59293711

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

4117764

#### Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes

☐ No

Applicant agencies that selected Yes above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2019

#### Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

Enter the debarment justification:

#### FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers YES to the FIRST statement but NO to the SECOND statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered YES to the FIRST statement and NO to the SECOND statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

### Homeland Security Information

#### FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

#### Capabilities

Core Capability: Environmental Response/Health and Safety

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Shareable

\_\_\_ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

X Check if these funds will support a project that was previously funded with HSGP funding

#### Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

#### Milestones

Milestone: Begin the procurement and purchasing for equipment; Completion Date: 09-01-2021

Milestone: Train all specialized teams on equipment use; Completion Date: 08-31-2022

Milestone: Complete the purchase of equipment; Completion Date: 03-21-2022

#### NIMS Resources

\_\_\_ Check if this project supports a NIMS typed resource

**Enter the name of the typed resources from the Resource Type Library Tool: Hazardous Material Technician; Hazardous Materials Response Team**

**Enter the ID of the typed resources from the Resource Type Library Tool: 4-509-1387; 4-508-1248**

### **Fiscal Capability Information**

#### **Section 1: Organizational Information**

**\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\***

**Enter the following values in order to submit the application**

**Enter the Year in which the Corporation was Founded: 0**

**Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900**

**Enter the Employer Identification Number Assigned by the IRS: 0**

**Enter the Charter Number assigned by the Texas Secretary of State: 0**

**Enter the Year in which the Corporation was Founded:**

**Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:**

**Enter the Employer Identification Number Assigned by the IRS:**

**Enter the Charter Number assigned by the Texas Secretary of State:**

#### **Section 2: Accounting System**

**The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.**

**Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?**

**Select the appropriate response:**

**☐ Yes**

**☐ No**

**Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?**

**Select the appropriate response:**

**☐ Yes**

**☐ No**

**Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?**

**Select the appropriate response:**

**☐ Yes**

**☐ No**

**If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.**

**Enter your explanation:**

#### **Section 3: Financial Capability**

**Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.**

**Has the grant agency undergone an independent audit?**

**Select the appropriate response:**

**☐ Yes**

**☐ No**

**Does the organization prepare financial statements at least annually?**

**Select the appropriate response:**

☐ Yes  
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes  
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes  
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN- KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	03OE-03-DAMS Devices, Containment/Diversion	TK47753295T Absorbent Pad Spill Control - Fluids Absorbed Chemical Hazmat Absorbency . TK47753296T	\$855.64	\$0.00	\$0.00	\$0.00	\$855.64	6

		Absorbent Roll Spill Control - Fluids Absorbed Universal Absorbency . TK47753298T Absorbent Sock Spill Control - Fluids Absorbed Universal Volume Absorbed .						
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech KPI-44 28" X 28" LIFTING BAG 44 TON	\$4,350.00	\$0.00	\$0.00	\$0.00	\$4,350.00	2
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech KPI-35L 35 TON KEVLAR BAG G2 15" X 42" 118PSI WORK PRESSURE	\$3,158.00	\$0.00	\$0.00	\$0.00	\$3,158.00	2
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech KPI-17 17 TON KEVLAR AIRBAG G2 15" X 21" 150PSI WORK PRESSURE	\$1,954.00	\$0.00	\$0.00	\$0.00	\$1,954.00	2
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech KPI-12 12 TON KEVLAR BAG G2 15" X 15"	\$918.00	\$0.00	\$0.00	\$0.00	\$918.00	1
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech MAXIFORCE PRESET REGULATOR G3	\$656.00	\$0.00	\$0.00	\$0.00	\$656.00	1
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	PARATECH 24- PIECE ADAPTOR KIT	\$972.00	\$0.00	\$0.00	\$0.00	\$972.00	1
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech AIR LIFTING BAG G2 MASTER CONTROL KIT, 150 PSI	\$3,566.00	\$0.00	\$0.00	\$0.00	\$3,566.00	1
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech 3/8" AIR HOSE 32FT RED / BLUE	\$194.00	\$0.00	\$0.00	\$0.00	\$194.00	2
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech DUAL DEADMAN ALB CONTROLLER G3	\$756.00	\$0.00	\$0.00	\$0.00	\$756.00	1
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech O-RING	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00	5
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech RELIEF VALVE INLINE 150 PSI	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	4
Equipment	03SR-01-ABAG	Paratech 3/8" AIR	\$252.00	\$0.00	\$0.00	\$0.00	\$252.00	2

	Airbag, Lifting, Low or High Pressure	HOSE RED 50FT						
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech SHORING HAMMER	\$240.00	\$0.00	\$0.00	\$0.00	\$240.00	2
Equipment	03SR-01-ABAG Airbag, Lifting, Low or High Pressure	Paratech 4" X 4" STRUT CHANNEL BASE	\$568.00	\$0.00	\$0.00	\$0.00	\$568.00	4
Equipment	03SR-01-TLPN Tools, Hand, Pneumatic	Paratech HYDRAFUSION STRUT 16 PAR- 22-79HA16	\$5,900.00	\$0.00	\$0.00	\$0.00	\$5,900.00	2
Equipment	03SR-02-TLHN Tools, Hand	Petrogen Search and Rescue Kit ( Torch, oxygen, fuel gas, portable kit, w/ attachments) Item#6070	\$6,990.00	\$0.00	\$0.00	\$0.00	\$6,990.00	1
Equipment	03SR-02-TPHY Tools, Power, Hydraulic	Paratech HYDRAFUSION PUMP W/ GUAGE PAR-22- 790020G	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00	2
Equipment	03SR-02-TPHY Tools, Power, Hydraulic	Paratech MULTI BASE PAR-22- 796025	\$436.00	\$0.00	\$0.00	\$0.00	\$436.00	2
Equipment	07CD-01-MONO Detector, Single Chemical Sensor	Draeger Pac 6000 CO	\$4,955.50	\$0.00	\$0.00	\$0.00	\$4,955.50	25
Equipment	07RS-01-AFCB Equipment, Air Sampling	Hydrogen Cyanide Calibration Gas Ammonia/Nitrogen Calibrations Gas Chlorine/Nitrogen Calibration Gas Multi Gas Calibration Gas Isobutylene Calibration Gas	\$4,159.45	\$0.00	\$0.00	\$0.00	\$4,159.45	15
Equipment	07RS-01-AFCB Equipment, Air Sampling	MSA Air Monitoring Instruments: Kit Xcell 02 Sensor MSA Air Monitoring Instruments: Kit Xcell Combustible Sensor MSA Air Monitoring Instruments: Sensor,Altair Pro/Altair 5,HCN MSA Air Monitoring Instruments: Kit Xcell Two-Tox Sensor MSA Air	\$13,763.36	\$0.00	\$0.00	\$0.00	\$13,763.36	42

		Monitoring Instruments: Kit Xcell NH3 Sensor						
Supplies and Direct Operating Expenses	07CD-01-CLAS Strips, Classifier (pH, Waste Water, Chemical)	TK47753297T pH Paper Jumbo Length 50 Width 12 In Range 0.0 - 13.0 pH Number of Tests 300	\$112.48	\$0.00	\$0.00	\$0.00	\$112.48	0
Supplies and Direct Operating Expenses	01AR-03-PAPA Respirator, Powered, Air-Purifying (PAPR), CBRN	Scott Technologies, Company PAPR, Scott C420 Plus with 36" hose Item# 200833-36 Qty: 5	\$6,270.00	\$0.00	\$0.00	\$0.00	\$6,270.00	0
Supplies and Direct Operating Expenses	01UC-01-ENSM Ensemble, CBRN Protective, Technical Rescue Incidents, NFPA 1951	Kappler Z5H583 Zytron 500 Totally Encapsulating Level A Suit (Size XL) Kappler Z5H583 Zytron 500 Totally Encapsulating Level A Suit (Size 2X) Kappler Z5H583 Zytron 500 Totally Encapsulating Level A Suit (Size 3X) Kappler Zytron 300 Z3H456-92 (Size L-XL) ( 6 per case) Kappler Zytron 300 Z3H456-92 (Size 2X) (6 per case) Kappler Zytron 300 Z3H456-92 (3X) (6 per case)	\$23,402.14	\$0.00	\$0.00	\$0.00	\$23,402.14	0
Supplies and Direct Operating Expenses	01VT-02-FTWR Footwear, Vapor-Protective, NFPA 1991	TK47753299T Rubber Boot Shoe Style Knee Toe Type Steel Footwear Sole Pattern Ultragrip Sipe Insulated	\$1,027.00	\$0.00	\$0.00	\$0.00	\$1,027.00	0
Supplies and Direct Operating Expenses	01VT-02-GLOV Gloves, Vapor-Protective, NFPA 1991	TK47753294T Chemical Resistant Gloves Natural Rubber Latex Palm and Fingers 50 mil	\$1,139.18	\$0.00	\$0.00	\$0.00	\$1,139.18	0
Supplies and Direct Operating Expenses	08D2-01-TDCS Items, Support, Decontamination Corridor	TK47753292T Overpack Drum Drum Capacity 95 gal Primary Drum Packing Group I of Hazardous Materials II and III	\$5,595.25	\$0.00	\$0.00	\$0.00	\$5,595.25	0

		TK47753300T Salvage Drum Drum Head Packing Group I of Hazardous Materials II and III of Hazardous Materials TK47753302T Transport Drum Capacity 96 gal Packing Group I of Hazardous Materials II and III of Hazardous Materials						
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### Source of Match Information

#### Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

#### Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### Budget Summary Information

#### Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$57,453.95	\$0.00	\$0.00	\$0.00	\$57,453.95
Supplies and Direct Operating Expenses	\$37,546.05	\$0.00	\$0.00	\$0.00	\$37,546.05

#### Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$95,000.00	\$0.00	\$0.00	\$0.00	\$95,000.00

### Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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**You are logged in as User Name: Gonzalezrz**



Legislation Text

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**File #: 21-232, Version: 1**

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

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4303

**PUBLIC HEARING DATE:** 3/2/2021

**STRATEGIC GOAL:**

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

**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 or Designee be authorized to sign the First Amendment to the 2019 Justice Assistance Grant (JAG) Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas. The amendment will establish Sub-Recipient Policies and Procedures for the JAG grant awarded to City of El Paso in 2019.

**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:** Police

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON/PHONE:** Assistant Chief Humberto Talamantes, 212-4303

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:**

That the City Manager or Designee be authorized to sign the First Amendment to the 2019 Justice Assistance Grant (JAG) Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas. The amendment will establish Sub-Recipient Policies and Procedures for the JAG grant awarded to City of El Paso in 2019.

**BACKGROUND / DISCUSSION:**

The original 2019 JAG agreement was approved by council on October 29, 2019. The grant assisted the department to purchase portable radios.

**SELECTION SUMMARY:**

N/A

**PROTEST**

☐ No protest received for this requirement.

☐ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No 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:**

City Council approved the FY2019 JAG grant application on October 29, 2019.

**AMOUNT AND SOURCE OF FUNDING:**

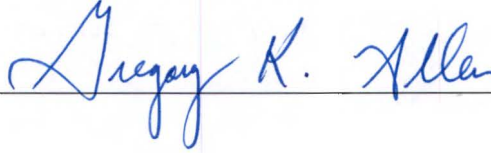
N/A

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

A handwritten signature in blue ink, reading "Gregory K. Allen", is written over a horizontal line.

## **RESOLUTION**

**WHEREAS** the City of El Paso and the County of El Paso entered into an Interlocal Agreement on August 26, 2019 to submit a joint application to the Department of Justice under the 2019 Edward Byrne Memorial Justice Assistance Grant Program (JAG).

**WHEREAS** the Parties wish to amend Section 8 of the Interlocal Agreement to include the dates of the award issued and the time frame of the award given to the County of El Paso and the City of El Paso from the 2019 Edward Byrne Memorial Justice Assistance Grant Program (JAG) Interlocal Agreement.

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

That the City Manager or Designee be authorized to sign the First Amendment to the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2019 Edward Byrne Memorial Justice Assistance Grant Program (JAG) to include the dates of the award issued to 10/1/2019 and the timeframe of the award for the time period of 10/1/2018 to 9/30/2022. No cash match or in-kind is required.

ADOPTED this \_\_\_\_\_ of March, 2021

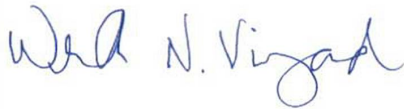
**CITY OF EL PASO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Greg Allen  
Chief of Police

STATE OF TEXAS           )  
COUNTY OF EL PASO       )

FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF EL PASO, TEXAS and THE CITY OF EL PASO, TEXAS  
2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

On the 26<sup>th</sup> day of February, 2019, the County of El Paso, Texas (hereinafter called "County"), and the CITY OF EL PASO, a Texas municipality, (hereinafter called "Sub-Recipient") entered into an Interlocal Agreement including Sub-Recipient Policies and Procedures (attached hereto and made a part hereof for all purposes). The Parties now desire to amend the Agreement for good and valuable consideration specified herein. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

**The Exhibit Section labeled "EPPD Budget Narrative" of the above referenced interlocal agreement is hereby amended in its entirety to read as follows:**

**CFDA:** 16.738  
**AWARD Number:** 2019-DJ-BX-0508  
**Subrecipient:** City of El Paso, TX 58873019  
**Grant Award Notice:** 10/1/2019  
**Grant Period:** 10/1/18 to 9/30/2022  
**Total Award:** \$208,705.00

**Subrecipient Amount:** \$104,352.50

**Purpose:** Funds will be used to purchase law enforcement equipment to enhance their equipment & expand in the area of technology to effectively serve the City of El Paso's residents.

**Awardee:** Department of Justice: BJA - Office of Justice Programs

**Grant Recipient:** County of El Paso, TX

**Authorized Official:** Ricardo A. Samaniego County Judge  
500 E. San Antonio St. Room 301 El Paso, TX 79901  
(915) 546-2098



ADOPTED on this \_\_\_\_\_ of \_\_\_\_\_, 2021.

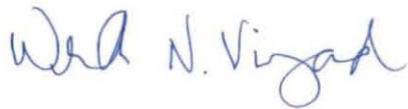
CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor of the City of El Paso

ATTEST:

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

APPROVED AS TO FORM:



\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Gregory K. Allen  
Chief of Police



Legislation Text

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**File #: 21-237, Version: 1**

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

**All Districts**

Police, Assistant Chief Humberto Talamantes, (915) 212-4303

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

**STRATEGIC GOAL:**

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

**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 or Designee be authorized to sign the First Amendment to the 2020 Justice Assistance Grant (JAG) Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas. The amendment will establish Sub-Recipient Policies and Procedures for the JAG grant awarded to City of El Paso in 2020.

**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:** Police

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON/PHONE:** Assistant Chief Humberto Talamantes, 212-4303

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:**

That the City Manager or Designee be authorized to sign the First Amendment to the 2020 Justice Assistance Grant (JAG) Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas. The amendment will establish Sub-Recipient Policies and Procedures for the JAG grant awarded to City of El Paso in 2020.

**BACKGROUND / DISCUSSION:**

The original 2020 JAG agreement was approved by council on September 15, 2020. The grant assisted the department to purchase a security system for the Police K-9 facility.

**SELECTION SUMMARY:**

N/A

**PROTEST**

☐ No protest received for this requirement.

☐ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No 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:**

City Council approved the FY2020 JAG grant application on September 15, 2020.

**AMOUNT AND SOURCE OF FUNDING:**

PPS FORM 001, Rev. 3, 8/9/2016  
(Discard Previous Versions)

N/A

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

A handwritten signature in blue ink, reading "Gregory K. Allen", is written over a horizontal line.

## **RESOLUTION**

**WHEREAS** the City of El Paso and the County of El Paso entered into an Interlocal Agreement on August 17, 2020 to submit a joint application to the Department of Justice under the 2020 Edward Byrne Memorial Justice Assistance Grant Program (JAG).

**WHEREAS** the Parties wish to amend Section 8 of the Interlocal Agreement to include the dates of the award issued and the time frame of the award given to the County of El Paso and the City of El Paso from the 2020 Edward Byrne Memorial Justice Assistance Grant Program (JAG) Interlocal Agreement.

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

That the City Manager or Designee be authorized to sign the First Amendment to the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2020 Edward Byrne Memorial Justice Assistance Grant Program (JAG) to include the dates of the award issued to 9/18/2020 and the timeframe of the award for the time period of 10/1/2019 to 9/30/2023. No cash match or in-kind is required.

ADOPTED this \_\_\_\_\_ of March, 2021


**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leoser  
Mayor


**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Greg Allen  
Chief of Police

STATE OF TEXAS            )  
COUNTY OF EL PASO        )

AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF EL PASO, TEXAS and THE CITY OF EL PASO, TEXAS  
2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

On the 9<sup>th</sup> day of September, 2020, the County of El Paso, Texas (hereinafter called "County"), and the CITY OF EL PASO, a Texas municipality, (hereinafter called "Sub-Recipient") entered into an Interlocal Agreement including Sub-Recipient Policies and Procedures (attached hereto and made a part hereof for all purposes). The Parties now desire to amend the Agreement for good and valuable consideration specified herein. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

**Section 8 shall be added as follows:**

**CFDA Number:** 16.738  
**Grant Award Number:** 2020-DJ-BX-0638  
**Sub-recipient:** City of El Paso, TX 58873019  
**Grant Award Date:** 9/18/2020  
**Grant Period:** 10/1/19 to 9/30/2023  
**Grant Award:** \$190,917.00

**Grant Award to Sub-recipient:** \$95,458.50

**Purpose:** Funds will be used to purchase law enforcement equipment to enhance their equipment & expand in the area of technology to effectively serve the City of El Paso's residents.

**Awardee:** Department of Justice: Office of Justice Programs

**Recipient Name:** County of El Paso, TX

**Authorized Official and Address:**

Ricardo A. Samaniego, County Judge  
500 E. San Antonio St. Room 301 El Paso, TX 79901  
(915) 546-2098



ADOPTED on this \_\_\_\_\_ of \_\_\_\_\_, 2021.

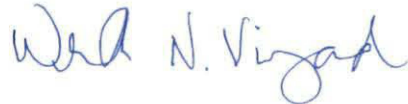
CITY OF EL PASO

\_\_\_\_\_  
Oscar Leaser  
Mayor of the City of El Paso

ATTEST:

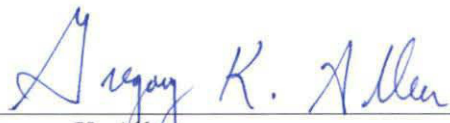
\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Gregory K. Allen  
Chief of Police



Legislation Text

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**File #:** 21-238, **Version:** 1

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

**All Districts**

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

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

**STRATEGIC GOAL:**

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

**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 El Paso City Council authorizes the submission of the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2998207, for the City of El Paso Police Department project identified as "Local Border Security Program FY22" to provide financial assistance to the City of El Paso. Requesting \$599,982.00, no cash match required. Grant period will be from September 1, 2021 - August 31, 2022.

**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:** Police

**AGENDA DATE:** March 2, 2021

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME AND PHONE NUMBER:** Assistant Chief Humberto Talamantes, 212-4309

**DISTRICT(S) AFFECTED:** All

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

**SUBGOAL:**

**SUBJECT:**

That the El Paso City Council authorizes the submission of the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2998207, for the City of El Paso Police Department project identified as "Local Border Security Program FY22" to provide financial assistance to the City of El Paso. Requesting \$599,982.00, no cash match required. Grant period will be from September 1, 2021 – August 31, 2022.

**BACKGROUND / DISCUSSION:**

The El Paso Police Department has received the Local border Security grant since FY 2012 and is currently the recipient for the FY 2021 grant in the amount of \$378,234.91. The grant funds are used for proactive operations city wide on overtime basis. The 2021 LBSP grant application was approved by City Council on March 3, 2020.

**PRIOR COUNCIL ACTION:**

The grant application for FY2021 Local Border Security Program was approved by city council on March 3, 2020.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:**



## RESOLUTION

**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 2998207 for the El Paso Police Department project identified as “Local Border Security Program, FY 2022”; and

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

**WHEREAS**, the City Council finds that this grant will support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations.

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

1. That the El Paso City Council authorizes the submission of the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2998207, for the City of El Paso Police Department project identified as “Local Border Security Program FY22” 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.
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.

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

(Signatures begin on the following page)

**CITY OF EL PASO:**

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Oscar Leeser  
Mayor


**ATTEST:**

---

Laura D. Prine  
City Clerk


**APPROVED AS TO FORM:**

---

  
Leslie B. Jean-Pierre  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

---

  
Gregory K. Allen  
Chief of Police



**Agency Name:** El Paso, City of  
**Grant/App:** 2998207 **Start Date:** 9/1/2021 **End Date:** 8/31/2022

**Project Title:** Local Border Security Program  
**Status:** Pending OOG Review

**Eligibility Information**

**Your organization's Texas Payee/Taxpayer ID Number:**  
17460007499014

**Application Eligibility Certify:**

Created on:1/14/2021 12:38:02 PM By:Adriana Romero

**Profile Information**

**Applicant Agency Name:** El Paso, City of  
**Project Title:** Local Border Security Program  
**Division or Unit to Administer the Project:** El Paso Police Department  
**Address Line 1:** 911 N Raynor  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79901-1402  
**Start Date:** 9/1/2021  
**End Date:** 8/31/2022

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments

**Headquarter County:** El Paso

**Counties within Project's Impact Area:** El Paso

**Grant Officials:**

**Authorized Official**

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

**Financial Official**

**Name:** Margarita Munoz  
**Email:** munozmm@elpasotexas.gov  
**Address 1:** 300 N. Campbell st  
**Address 1:**  
**City:** City of El Paso, Texas 79901  
**Phone:** 915-212-1174 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Comptroller

**Project Director**

**Name:** Ricardo Porras  
**Email:** 1800@elpasotexas.gov  
**Address 1:** 9600 Dyer St.  
**Address 1:**

**City:** El Paso, Texas 79924  
**Phone:** 915-212-4400 Other Phone: 915-212-0310  
**Fax:** 915-212-0310  
**Title:** Mr.  
**Salutation:** Lieutenant  
**Position:** Project Director

#### **Grant Writer**

**Name:** Adriana Romero  
**Email:** romeroax1@elpasotexas.gov  
**Address 1:** 911 Raynor  
**Address 1:**  
**City:** El Paso TX, Texas 79903  
**Phone:** 915-212-4296 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grant Writer

#### **Grant Vendor Information**

**Organization Type:** Unit of Local Government (City, Town, or Village)  
**Organization Option:** applying to provide homeland security services  
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499014  
**Data Universal Numbering System (DUNS):** 058873019

#### **Narrative Information**

##### **Introduction**

The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.
- Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay off areas.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- Increase intelligence based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

#### **Program Requirements**



## **Coordination with Regional Joint Operations Intelligence Center (JOIC)**

Grantees must agree to perform the following activities:

- Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOIC).
- Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
- Report significant border-related events that occur during each 24-hour period.
- Conduct enhanced law enforcement patrolling activities.
- Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
- Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.
- Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
- Conduct Steady State operations and respond to calls for service.
- Integrate air, ground, marine, and remote operations.

Grantees must agree to submit BIAR reports to the JOIC:

The grantee shall report all border-related events to the JOIC using the BIAR. BIAR reporting shall include events that occur during Enhanced Operation activities AND events that occur during Steady State activities.

Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or the number of investigative bodies. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission, such as organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, human trafficking, human smuggling, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, vehicle thefts, or drug trafficking.

The BIAR is the primary incident and information-reporting tool for the grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within 24 hours of the end of shift and/or the timeframes established by the JOIC.

## **Certifications**



In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

### **Program Income**

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

### **Compliance with State and Federal Laws, Programs and Procedures**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2022 or the end of the grant period, whichever is later.

### **Overall Certification**



Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content and requirements.**

### **Project Summary :**

Briefly summarize the project, including proposed activities and intended impact.

The El Paso Police Department will identify and target areas of criminal activity in support of the Local Border Security Program. Officers will target criminal activity involving money, weapons, ammunition, automobile crimes, gangs, narcotics, and wanted subjects. Enhanced operations will include, but are not limited to patrol, surveillance, gang & fugitive roundups, counter auto theft measures and/or Joint Task Force Operations with local and federal agencies. The collaborative effort will assist in the suppression of criminal activities and reduce crime along the border region area.

### **Problem Statement :**

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

El Paso, Texas is directly across the Mexican border of Ciudad (Cd.) Juarez, Chihuahua, Mexico, which has a population of over 1.3 million inhabitants (Source: State of Chihuahua CIES). The El Paso-Ciudad Juarez community is the largest metropolitan area on the border between the United States and Mexico. The metropolitan area has a combined population of approximately 2.2 million inhabitants (Source: U.S. Census Bureau and State of Chihuahua CIES). The large amount of inhabitants affords criminal organizations an exclusive opportunity to illegally profit from criminal activities along the Texas border region of El Paso-Ciudad Juarez. The ongoing territorial drug war between Mexican rival cartels within the large metropolitan area of Ciudad Juarez indicates that violence is beginning to increase as current numbers of murders increased from the previous year. It appears that Drug Traffic Organization's (DTO's), which are often composed of a combination of the Mexican cartels and Transnational Gangs are organizing themselves as they continue to build their criminal enterprises. The current number of homicides in Ciudad Juarez show an increase over the past five years and continues to steadily increase. The ongoing violence in Ciudad Juarez continues to pose an immediate threat of a spillover into the City and County of El Paso, Texas. The existence of the criminal organizations affords these organizations the opportunity to obtain illegal proceeds from their criminal activities that are attributed to illegal drug trafficking, human trafficking, auto thefts, and the illegal exportation of currency and weapons into Mexico from El Paso, Texas. Enhanced operations by the El Paso Police Department are essential to combat and deter the criminal activities attributed to criminal organizations operating within the El Paso-Ciudad Juarez border region.

### **Existing Capability Levels :**

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Currently, the FY2021 Local Border Security Program Grant funds police personnel on an overtime basis to target criminal activities involving money, weapons, ammunition, automobile crimes, gangs, narcotics, wanted subjects and other criminal activities along the El Paso, Texas border region. Enhanced operations include, but are not limited to patrol, surveillance, gang/fugitive roundups, counter auto theft measures and/or Joint Task Force Operations with other Local & Federal Agencies, in the suppression of criminal activities to enhance border security. Operational times and personnel working each assignment are conditional upon availability of staffing and grant funding.

### **Capability Gaps:**

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The El Paso Police Department's current staffing does not allow for sustained border security operations within the border region area and this creates a capability gap. The Local Border Security Program has allowed the department to narrow the capability gap and take a proactive approach to address criminal activities that are often related to the existence of criminal organizations of Mexican Cartels and Transnational Tier-1 & Tier-2 gangs that operate on both sides of the El Paso-Ciudad Juarez border.

### **Impact Statement :**

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The project goal is to maintain enhanced operations that specifically target criminal activities in support of the Local Border Security Program. Operations will continue to address the criminal enterprises of Mexican Cartels



Transnational Gangs that pose harm to the local population of Texans and visitors of El Paso, Texas. It will also continue to enhance border security and reduce crime along the border region area.

**Homeland Security Priority Actions:**

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

1.3.2 Conduct and support integrated multi-agency, multi-jurisdictional investigations to disrupt and dismantle criminal organizations operating in the Texas border region.

**Target Group :**

Identify the target group and population expected to benefit from this project.

Local, State, and Federal Law Enforcement Agencies, to include the population of citizens that reside within the City and County of El Paso, Texas.

**Long-Term Approach:**

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Without the continued support of the Local Border Security Program (LBSP) grant funding, the El Paso Police Department will not be able to sustain long-term enhanced operations of targeting criminal organizations that operate within the Texas border region. The proactive approach that is currently supported by LBSP grant funding, will then turn into a reactive approach, and will place all Texans at risk, because of the vulnerabilities associated with the lack of funding.

**Project Activities Information**

**Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

**Selected Project Activities:**

ACTIVITY	PERCENTAGE:	DESCRIPTION
Enhanced Patrol	100.00	El Paso Police Officers will identify and target areas of criminal activities in support of the Local Border Security Program. Officers will target criminal activity involving money, weapons, ammunition, automobile crimes, gangs, narcotics, wanted subjects and other activities related to crime. Enhanced operations will include but not limited to patrol, surveillance, gang/fugitive roundups, counter auto theft measures and/or Joint Task Force Operations with other Local & Federal agencies. All in conjunction with the suppression of criminal activities.

**Measures Information**

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of hours of overtime for all law enforcement support personnel (i.e. dispatchers or jailers) agency-wide.	0
Number of hours of overtime for grant-funded law enforcement support personnel (i.e. dispatchers or jailers) supporting the border initiative.	0

Number of hours of overtime for peace officers agency-wide.	190829
Number of hours of overtime of grant-funded officers supporting the border initiative.	5400
Number of hours of regular time for all law enforcement support personnel (i.e. dispatchers or jailers) agency-wide.	0
Number of hours of regular time for grant-funded law enforcement support personnel (i.e. dispatchers or jailers) supporting the border initiative.	0
Number of hours of regular time for peace officers agency-wide.	1999351
Number of hours of regular time of grant-funded peace officers supporting the border initiative.	0
Number of miles patrolled by grant-funded officers.	40000
Number of reports submitted - BIARs to a Regional DPS-JOIC (for LBSP) or DARs to US Border Patrol (for OPSG).	5400
Number of traffic stops conducted by all peace officers agency-wide.	74928
Number of traffic stops conducted by grant-funded officers supporting the border initiative.	700
Number of traffic stops yielding findings related to border security offenses, conducted by all peace officers agency-wide.	1427
Number of traffic stops yielding findings related to border security offenses, conducted by grant-funded officers.	75
Number of weapons seized by all peace officers agency-wide.	1189
Number of weapons seized by grant-funded officers supporting the border initiative.	1

#### Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of arrests (felony) made by all peace officers agency-wide.	5959
Number of arrests (felony) made by grant-funded officers supporting the border	25

initiative.	
Number of arrests (misdemeanor) made by all peace officers agency-wide.	13523
Number of arrests (misdemeanor) made by grant-funded officers supporting the border initiative.	55
Number of forfeitures (cash and other assets) attributed to all peace officers agency-wide.	53
Number of forfeitures (cash and other assets) attributed to grant-funded officers supporting the border initiative.	0
Number of major (Tier 1 and Tier 2) gangs targeted in the border initiative.	3
Number of major cartels targeted in the border initiative.	1
Value of all forfeitures (cash and other assets) attributed to all peace officers agency-wide.	793400
Value of all forfeitures (cash and other assets) attributed to grant-funded officers supporting the border initiative.	0

#### Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

#### Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

#### Resolution from Governing Body



Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

### Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes  
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

### Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes  
☒ No  
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes  
☒ No  
☐ N/A

### Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2021

Enter the End Date [mm/dd/yyyy]:

8/31/2022

### Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

59293711

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

4117764

### Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes

☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2019

### Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

## Fiscal Capability Information

### Section 1: Organizational Information

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

### Section 2: Accounting System



The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 3: Financial Capability**

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 4: Budgetary Controls**

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes  
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes  
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes  
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Budget Details Information

#### Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime for All Peace Officers	Enhanced Patrol - Overtime according to local OT policy - estimate of 8400 hours at an average OT rate, including fringe benefits, of \$77.32/hr- approximate cost \$599,982.00	\$599,982.00	\$0.00	\$0.00	\$0.00	\$599,982.00	100

### Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$599,982.00	\$0.00	\$0.00	\$0.00	\$599,982.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$599,982.00	\$0.00	\$0.00	\$0.00	\$599,982.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** romeroax1



Legislation Text

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**File #:** 21-239, **Version:** 1

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

**All Districts**

Police, Assistant Chief Humberto Talamantes (915) 212-4147

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

**STRATEGIC GOAL:**

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

**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 or designee be authorized to submit to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant/application number 3060706, for the City of El Paso Police Department project identified as "Texas Anti-Gang Program, FY2022" to provide financial assistance to the City of El Paso. Requesting \$1,250,442.67 no cash match required. Grant period will be from September 1, 2021 - August 31, 2022.

**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:** Police

**AGENDA DATE:** March 2, 2021

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME AND PHONE NUMBER:** Commander, Humberto Talamantes 212-4147

**DISTRICT(S) AFFECTED:** All

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

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

**SUBJECT:**

That the City Manager or designee be authorized to submit to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant/application number 3060706, for the City of El Paso Police Department project identified as "Texas Anti-Gang Program, FY2022" to provide financial assistance to the City of El Paso. Requesting \$1,250,442.67 no cash match required. Grant period will be from September 1, 2021 – August 31, 2022.

**BACKGROUND / DISCUSSION:**

The TAG grant funds a collaborative effort in which multiple local, state and federal agencies co-locate designated investigative staff in a leased facility (TAG Center). Funds are budgeted for TAG Center building lease costs, data services, equipment, salary costs, office equipment and office supplies. Operational activities will focus on gang prevention, intervention, and suppression as well as investigation, enforcement, and prosecution of gang-related offenses. Co-location facilitates information-sharing, investigative collaboration, and multi-jurisdictional enforcement. The previous TAG grant application was approved by City Council on March 3, 2020 and resulted in an award of \$1,056,126.75

**PRIOR COUNCIL ACTION:**

The grant application for FY 2020 Texas Anti- Gang Program was approved by city council on March 3, 2020.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:** *Assistant Chief Humberto Talamantes for Chief Allen*

## **RESOLUTION**

**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 3060706 for the El Paso Police Department project identified as "Texas Anti-Gang Program, FY2022" (the "Grant"); and

**WHEREAS**, the City shall provide all applicable matching funds for said grant if applicable; and

**WHEREAS**, the City of El Paso agrees that in the event of loss or misuse of the Office of Governor funds, 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 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 be authorized to submit to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant/application number 3060706, for the City of El Paso Police Department project identified as "Texas Anti-Gang Program, FY2022" 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.
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. 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.

(Signatures on the following page)



APPROVED this 2<sup>nd</sup> day of March, 2021.


**CITY OF EL PASO**

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

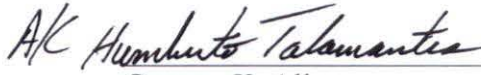
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Gregory K. Allen  
Chief of Police *for Chief G. Allen*

[Print This Page](#)

**Agency Name:** El Paso, City of  
**Grant/App:** 3060706 **Start Date:** 9/1/2021 **End Date:** 8/31/2022

**Project Title:** West Texas Anti-Gang Center  
**Status:** Application Pending Submission

### Eligibility Information

**Your organization's Texas Payee/Taxpayer ID Number:**  
17460007499014

### Application Eligibility Certify:

Created on: 1/14/2021 12:26:25 PM By: Adriana Romero

### Profile Information

**Applicant Agency Name:** El Paso, City of  
**Project Title:** West Texas Anti-Gang Center  
**Division or Unit to Administer the Project:** El Paso Police Department  
**Address Line 1:** 911 N Raynor  
**Address Line 2:**  
**City/State/Zip:** El Paso Texas 79903-1402  
**Start Date:** 9/1/2021  
**End Date:** 8/31/2022

**Regional Council of Governments(COG) within the Project's Impact Area:** Rio Grande Council of Governments

**Headquarter County:** El Paso

**Counties within Project's Impact Area:** El Paso

### Grant Officials:

#### Authorized Official

**Name:** Elda Hefner  
**Email:** rodriguez-hefnere@elpasotexas.gov  
**Address 1:** 300 N. Campbell  
**Address 1:**  
**City:** El Paso, Texas 79901  
**Phone:** 915-212-1795 Other Phone: 915-212-1162  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Grants Administrator

#### Financial Official

**Name:** Margarita Munoz  
**Email:** munozmm@elpasotexas.gov  
**Address 1:** 300 N. Campbell st  
**Address 1:**  
**City:** City of El Paso, Texas 79901  
**Phone:** 915-212-1174 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Comptroller

#### Project Director

**Name:** Humberto Talamantes  
**Email:** talamantesh@elpasotexas.gov  
**Address 1:** 911 N. Raynor  
**Address 1:**

**City:** El Paso, Texas 79903

**Phone:** 915-212-4147 Other Phone: 915-240-3133

**Fax:**

**Title:** Mr.

**Salutation:** Commander

**Position:** Police Commander

#### **Grant Writer**

**Name:** Adriana Romero

**Email:** romeroax1@elpasotexas.gov

**Address 1:** 911 Raynor

**Address 1:**

**City:** El Paso TX, Texas 79903

**Phone:** 915-212-4296 Other Phone:

**Fax:**

**Title:** Ms.

**Salutation:** Ms.

**Position:** Grant Writer

#### **Grant Vendor Information**

**Organization Type:** Unit of Local Government (City, Town, or Village)

**Organization Option:** applying to provide homeland security services

**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499014

**Data Universal Numbering System (DUNS):** 058873019

#### **Narrative Information**

##### **Introduction**

The purpose of the Texas Anti-Gang (TAG) Program is to support pre-selected projects that use regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

##### **Certifications**

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

##### **Constitutional Compliance**

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

##### **Information Systems**

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

##### **TXGANG Criminal Gang Database Reporting**

Applicant assures that it is compliant with TXGANG reporting requirements related to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedures.

##### **SAFECOM**

All entities using grant funding to support emergency communications activities are required to comply with the SAFECOM Guidance on Emergency Communications Grants ([SAFECOM Guidance](#)). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and technical standards for grant recipients investing in emergency communications projects. It is also designed to promote and align with the National Emergency Communications Plan (NECP). Conformance with the SAFECOM Guidance helps ensure that grant-funded activities are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.



### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

### **Program Income**

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

### **Compliance with State and Federal Laws, Programs and Procedures**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2022 or the end of the grant period, whichever is later.

### **Overall Certification**



Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content & requirements.**

### **Project Summary :**

Briefly summarize the project, including proposed activities and intended impact.

The El Paso Police Department (EPPD) seeks grant funding for continued support of the West Texas Anti-Gang Center (TAG). The TAG is centrally located in the City of El Paso and is equipped with technology that supports law enforcement officers in their investigations of criminal gang related crimes. The TAG Center enables participating law enforcement agencies to efficiently and effectively collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in or affecting the region. El Paso County's proximity to Mexico and bordering states makes it a key location for organized crime to conduct operations. According to the United States Census Bureau (2019), El Paso County is approximately 1,012.7 square miles with a population of 839,238. The City of El Paso is the largest of seven incorporated communities in the County of El Paso, with an estimated population of 681,728. El Paso County's numerous international ports of entry, airports, interstate rail, and highway infrastructure make the area a hub of transportation and global trade, and a key operational stronghold for criminal organizations when it comes to the importation and distribution of drugs and contraband as well as human trafficking. El Paso is also the home of the U.S. Army Fort Bliss, consisting of 1875 square miles, with a population during FY-2020 of 34,561 military members and a post population of 47,239. DPS has identified El Paso as having the largest number of gang members in the West Region, which includes the El Paso/ Las Cruces area, Odessa, Midland and San Angelo with a combined Metropolitan Statistical Area population of 1.4 million. The most current DPS Gang Threat Assessment reassures us that there continues to be street gangs, prison gangs, and outlaw motorcycle gangs in the El Paso area. Participating agencies at the TAG will cooperate to make the community safer from the violent threat posed by gangs and other violent criminal organizations.

### **Problem Statement :**

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The diverse nature of organized crime in the El Paso metropolitan area includes local street gangs, outlaw motorcycle organizations, drug trafficking, and transnational criminal organizations. These groups exploit the proximity of the border, the numerous ports of entry, railways, the interstate highway system, and bordering states to further their efforts in extortion, the trafficking of drugs, contraband, weapons, and humans, and a variety of other crimes, all of which pose a serious threat to the community. According to the EPPD Gang Unit, as of November 2020, the most prominent and active criminal organizations and gangs are Gangster Disciples, Chuco Tango, Sureños, and Barrio Azteca. Intelligence from El Paso area law enforcement reported that the Mongols remains the most active outlaw motorcycle gang and the offenses are usually assault related or weapons possession. Intelligence indicates that the Vagos OMO (Ciudad Juarez, MX) and the Kinfolk are known to associate with each other and that the Vagos OMO continues to look to form a chapter in El Paso, TX. Drug trafficking organizations and transnational criminal organizations are also active in the El Paso region. HSI and DEA agree that during FY-2020 notorious criminal groups identified as operating are the Sinaloa Cartel, Vicente Carrillo Fuentes -La Linea (Juarez Cartel), Jalisco New Generation Cartel (CJNG), La Nueva Empresa, and Los Zetas . These organizations affiliate with local criminal gangs in virtually every type of criminal activity. They are involved in human trafficking, drug trafficking, extortion, home invasion, metal and heavy equipment theft, major fraud, money laundering, bulk cash smuggling, kidnapping, and murder for hire. Just as drugs and humans are being smuggled into the country; currency, stolen property and weapons are being smuggled into Mexico for the cartels. El Paso area gangs have also taken part in murder, kidnapping, money laundering, fraud, organized retail thefts, home invasions, robberies, burglaries, prostitution of adults/minors, illegal gambling operations, and drug dealing. Transnational criminal organization work hand in hand with local gangs using better intelligence, advanced technology, and stronger organizational practices in the pursuit of furthering their profits.

### **Existing Capability Levels :**

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The existing capabilities are: EPPD gang unit; FBI Safe Streets Violent Gang Task Force; DPS gang units and human trafficking unit and intelligence unit; HSI Operation Community Shield Task Force and human trafficking unit; DEA; El Paso County Sheriff's Office and other local, state, and federal law enforcement agencies, along with the 34th Judicial District Attorney's Office have individually addressed criminal gang, OMO, and TCO activity in the



greater El Paso area, but not with a unified coordinated law enforcement effort, until the funding provided by the Office of the Governor for the TAG Center. Grant funds will allow for the continued operation of the TAG as described in other sections of this proposal. According to the EPPD gang unit the most prominent and active criminal organizations and gangs active in the greater El Paso include the Gangster Disciples, Chuco Tango, Sureños, and Barrio Azteca. Area law enforcement agree OMOs are also active in the area conducting various crimes. During 2019-2020 DEA and HSI concur TCOs operating in the El Paso region are Sinaloa Cartel, Vicente Carrillo Fuentes Cartel (La Linea), Jalisco New Generation Cartel (CJNG), La Nueva Empresa, Mexicles, and Los Zetas. Intelligence supports the belief that Barrio Azteca gang members operating in El Paso, TX coordinate the transportation of illegal aliens from Ciudad Juarez, MX to the United States. Intelligence provides that drugs are smuggled at the same time with the illegal aliens. It is suspected that this tactic is used to exploit immigrants entering the US from MX.

### **Capability Gaps:**

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The goal of the TAG project is to coordinate law enforcement activity targeted at gangs and other criminal organizations operating in or affecting the region. Collocating representatives from key federal, state, and local law enforcement agencies at the TAG will ensure they will effectively and efficiently share intelligence, cooperate, coordinate, and collaborate on investigative and intelligence efforts. These collaborative efforts will result in reducing gang violence and crime in the greater El Paso area, along with the entire area covered by DPSWR. The continued goal of the TAG will be to become a regional resource to all law enforcement agencies located in the DPSWR. One method of accomplishing this goal will be to implement a CJIS compliant intelligence and information platform known as SMARTFORCE. A second method will be to sponsor a regional website, [www.stopwesttexasgangs.org](http://www.stopwesttexasgangs.org) that will allow the community to provide real-time tips regarding gang activity in the region. The TAG will continue to collaborate with the Texas Gang Investigators Association (TGIA) to co-host gang related training in the region. The TAG will provide a facility in the El Paso area for law enforcement agencies to conduct meetings and as a location for training. The TAG will continue the established relationship with the Texas Violent Gang Task Force (TVGTF) by promoting interagency collaboration with the common goals of prevention, intervention, suppression, and prosecution of criminal gang activity. The TAG will foster a relationship with agencies in the region to assist with deterring teenagers and young adults from joining gangs and criminal organizations and will work with those agencies tasked with monitoring criminal juvenile activity, such as the El Paso County Juvenile Probation Department. Through alliances with the Texas Alcohol Beverage Control (TABC) and the El Paso County Attorney's Office, the TAG will make efforts to have businesses that support criminal gang activity have their licenses suspended and civil fines imposed. Working with law enforcement counterparts with the US Army, participants at the TAG will seek to utilize the military's Uniformed Code of Military Justice as another tool to combat criminal gang activity influencing the region. The TAG will work with the West Texas HIDTA to foster the sharing of gang related intelligence. An Executive Board composed of executive staff from the constituent law enforcement agencies will manage the overall operations of the TAG. The TAG Administrator will administer the TAG facility, facility operations, and collaborative efforts. Individual constituent and participating agency supervisors will direct investigations and enforcement operations. The TAG is centrally located in a 20,000 square foot building equipped with advanced technology. Collocating participating agencies will ensure agencies have access to information on a timely manner, create force multipliers, and concentrate operations. This allows the participating law enforcement agencies to split their focus among multiple priorities on a routine basis, while permitting flexible surges during moments of crisis or operational need. The TAG will enable the participating law enforcement agencies to more efficiently cooperate and collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in or affecting the region. The El Paso Police Department; Texas Department of Public Safety; El Paso County Sheriff's Office; Federal Bureau of Investigation; Alcohol, Tobacco, Firearms, and Explosives; 34th Judicial District Attorney's Office; Homeland Security Investigations; and the Drug Enforcement Administration comprise the constituent agencies. Participating with the constituent agencies are local, state and federal law enforcement agencies. Participation of both law enforcement agencies and personnel continues to increase at the TAG.

### **Impact Statement :**

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The TAG will collocate officers and investigators from federal, state and local law enforcement agencies to gather intelligence, analyze the intelligence, and in turn act accordingly and disseminate the information on timely manner to area law enforcement. The intelligence gathered by the participating agencies at the TAG will be utilized to tactically disrupt the on-going criminal activities of the gangs operating in the El Paso County and other areas of the DPSWR. The goal as stated above will have an objective to reduce and or eliminate criminal gang activity and violence associated with gangs in the DPSWR. To monitor the effectiveness of the TAG, data will be collected and reported as required by the Office the Governor (OOG) using indicator output measures: 1. Number of gang members arrested for felony offenses, 2. Number of gangs targeted, 3. Number of weapons seized, 4. Number of gang members arrested for misdemeanor offenses, and 5. The number of participating agencies at the TAG. The following outcome measures will be reported and required by the OOG-CID: 1. The number of gang member



convictions.

### Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 *Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

1.2.2 Establish and enhance multi-agency anti-gang centers in regions throughout the state to integrate and enhance the efforts of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations.

### Target Group :

Identify the target group and population expected to benefit from this project.

The counties of El Paso, Hudspeth, Culberson, Reeves, Jeff Davis, Presidio, Brewster, Pecos, Terrell, Loving, Winkler, Ward, Ector, Crane, Midland, Upton, Glasscock, Reagan, Crockett, Sterling, Irion, Coke, Tom Green, Schleicher, Sutton, Concho, Menard, Kimble, McCulloch, Mason, Gaines, Andrews, Dawson, Martin, Crockett, Sterling, Irion, Coke, Borden, and Howard will be the TAG's target group.

### Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Without the continued funding from the office of the governor it would not be possible to maintain the TAG facility as it currently exists therefore rendering the West Texas TAG Center inoperable.

## Project Activities Information

### Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Gangs - Multijurisdictional	100.00	Provide inter-agency cooperation under a unified structure to combat gang violence through gang prevention, intervention and suppression activities.

## Measures Information

### Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of gang members arrested for felony offenses.	300
Number of gang members arrested for misdemeanor offenses.	40
Number of gangs targeted.	17
Number of participating agencies.	15
Number of weapons seized by officers supporting the TAG initiative.	100



## Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Dollar value of cash forfeitures donated to the project.	0
Number of convictions.	120

## Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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## Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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**Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

**Contract Compliance**

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- ☒ Yes  
☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The West Texas Anti-Gang Center administrator in coordination with the El Paso Police department will monitor and assure that all contracts are executed in compliance with all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. – The project Director will monitor and review the work and/or services performed by these grant funds.

### Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

### Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2021

Enter the End Date [mm/dd/yyyy]:

8/31/2022

### Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

60153213

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

4115965

### Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes

☐ No



Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2019

### Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

### Fiscal Capability Information

#### Section 1: Organizational Information

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

#### Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes  
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes  
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes  
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes  
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes  
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes  
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes  
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Section 5: Internal Controls



Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes

☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes

☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### Budget Details Information

#### Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Executive Director	Tag Administrator [W.M.] Annual Salary of \$128,131.37 plus fringe benefits of \$10,506.77 for a total of \$138,638. OR Salary and fringe benefits estimated \$138,638 for 12 months. Breakdown: employee at \$61.60/hr paid at 80 hrs with fringe benefits at 8.2%. Administrator manages day-to-day operations for the TAG center.	\$138,638.00	\$0.00	\$0.00	\$0.00	\$138,638.00	100
Personnel	Analyst (e.g., crime, crime scene investigators, forensic, crime	Intel Crime Analyst [N.M.] Annual Salary of \$71,603.87 plus fringe benefits of \$15,946.18 for a	\$87,550.00	\$0.00	\$0.00	\$0.00	\$87,550.00	100

	laboratory, etc.)	total of \$87,550.00. OR Salary and Fringe benefits at 87,550.00/ 12 months. Breakdown: 34.42/hr paid biweekly at 80hrs with fringe benefits at 22.27%. Analyst plans, organizes and supervises preparation and development of analytical data relevant to gang related crime trends, patterns and perpetrators for the TAG Center.						
Personnel	Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.)	Intel Crime Analyst [K.C] Annual Salary of \$71,603.87 plus fringe benefits of \$15,946.18 for a total of \$87,550.00. OR Salary and Fringe benefits at 87,550.00/ 12 months. Breakdown: 34.42/hr paid biweekly at 80hrs with fringe benefits at 22.27%. Analyst plans, organizes and supervises preparation and development of analytical data relevant to gang related crime trends, patterns and perpetrators for the TAG Center.	\$87,550.00	\$0.00	\$0.00	\$0.00	\$87,550.00	100
Personnel	Overtime for All Peace Officers	Overtime Services and Fringe Benefits for the use of PD	\$82,000.00	\$0.00	\$0.00	\$0.00	\$82,000.00	100



		Gang Suppression Operations - 12 officers with an average cost of \$82,000 including 24.215% fringe benefits: an average cost of \$57.30 hr/ 4 hours/ 2 days per month / 12 months = \$66,014.67 plus \$15,985.45 fringe benefits (rounded down to nearest 100).						
Contractual and Professional Services	Housekeeping, Custodial, Building, and Grounds-Related Services	Maintenance agreement for TAG Facility-Service for housekeeping, pest control, shredding, garbage disposal, installations and miscellaneous repairs for the premises for 12 months. Housekeeping \$3,654.00/mo, pest control \$180.25/mo, garbage disposal \$77.25/mo, pod rental \$200.00/mo, shredding \$237.50/qtr. Miscellaneous unforeseen installations \$6,500 and repairs \$5,773.00. Total of \$62,561.00	\$62,561.00	\$0.00	\$0.00	\$0.00	\$62,561.00	0
Contractual and Professional Services	Housekeeping, Custodial, Building, and Grounds-Related Services	Extended Maint. Agreement for plotter \$850, - Router to backup phone service \$671.46, WS-C4510RE-	\$25,464.63	\$0.00	\$0.00	\$0.00	\$25,464.63	0

		S8+96V+ (1yr Renewal) - Main Switche where we connect all tech devices, computers, phones, wireless access points, cameras, NVR, door access control...etc. \$2,926.23, CON-SNT-ISR4351XV (1 yrs Renewal) - VoIP desk phones \$8,086.80 Extend Maint Agreement Morpho - router utilized by DPS for their network connectivity \$3,240.00, ITD Service Agreement \$8,396.94, Cellebrite Maintenance \$1,293.20 = \$25,464.63.						
Contractual and Professional Services	Installation of grant purchased equipment and technology	Lease agreement services for copiers for the TAG facility Headquarters - estimated cost \$5,150.00.	\$5,150.00	\$0.00	\$0.00	\$0.00	\$5,150.00	0
Contractual and Professional Services	Security and Monitoring Services	Intrusion Security alarms for the Tag building system 12 months.	\$1,447.96	\$0.00	\$0.00	\$0.00	\$1,447.96	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Cellebrite Training for four (4) people: \$500.00 ea	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	TRUNARC TRAINING - One (1) session for multiple attendees at \$3,155.00	\$3,155.00	\$0.00	\$0.00	\$0.00	\$3,155.00	0

Travel and Training	In-State Registration Fees, Training, and/or Travel	"In State Travel to TGIA: 4 people traveling - Per person expenses, Airfare \$517.49, Hotel: \$412.00, Conference Fee: \$325.00, Per diem: \$274.50, Airport Parking: \$48.00 - Total: \$6307.95 "	\$6,307.96	\$0.00	\$0.00	\$0.00	\$6,307.96	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	"Smart Force Training CO- 4 People - Person with rental vehicle:, Rental car \$668.00, Hotel (4 days) \$169.00 per night: \$676.00, Perdiem: \$82.50, Registration Fee: \$495.00, Fuel for Rental: \$200.00 Total: \$2,121.50 - 3 other individuals per person expenses: Hotel: \$676.00, Perdiem: \$82.50, Registration Fee: \$495.00 Total: \$3,760.50	\$5,882.00	\$0.00	\$0.00	\$0.00	\$5,882.00	0
Equipment	Specialty Cameras and Accessories	1 BriefCam video surveillance monitoring system at \$39,000.00	\$39,000.00	\$0.00	\$0.00	\$0.00	\$39,000.00	1
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Wireless internet, fiber network, long distance, cell phones, mifis, and cable services.	\$38,077.00	\$0.00	\$0.00	\$0.00	\$38,077.00	0
Supplies and Direct Operating Expenses	Computer Software and Media	Adventos yearly Service: \$1,668.30 and Website support: \$1,751, Cellebrite license	\$8,949.12	\$0.00	\$0.00	\$0.00	\$8,949.12	0

		\$2,909.62, Raptor annual support \$546.20. Geo Time \$2,074.00 Estimated total cost: \$8,949.12.						
Supplies and Direct Operating Expenses	Data Storage Services	"To replace end of life servers, batteries and backup equipment in server room. Ident NA \$35,000, Ethernet \$3,500, Battery Module \$700, Battery Module \$1,000, Battery Module \$1,000, UPS \$1,000, Rail Kits \$500, Gateway \$200, Network Card \$250, Router Bundle \$7,500, Switch \$5,000, Multiflex Trunk \$1,500, 2-4 Port Module \$1,000, DSP Module \$1,000, Telephone Power Supply \$15,000, Misc. Cables \$5,000, Installation \$5,000, Estimated Total: \$84,150	\$84,150.00	\$0.00	\$0.00	\$0.00	\$84,150.00	0
Supplies and Direct Operating Expenses	Desktop System and Accessories (\$5,000 or less per unit)	Two (2) desktop computers at \$1,500 each, Four (4) monitors at \$175.00 ea., Three (3) Dell desktops E7470 at \$1,800.00ea., External hard drives, blue ray players and burners, cables, UPS, keyboards and monitor	\$14,100.00	\$0.00	\$0.00	\$0.00	\$14,100.00	0



		replacements for a Total = \$14,100.00						
Supplies and Direct Operating Expenses	Laptop System and Accessories (\$5,000 or less per unit)	Laptop and Accessories. Prices are based on an estimated cost. Seven (7) laptops at \$1,800.00, Seven (7) Chromebooks at \$280.00ea, Ten (10) Dell docking stations at \$250.00ea, unforeseen purchases such as additional docking stations, cables, external hard drives \$3,500.00. Total = \$20,560	\$20,560.00	\$0.00	\$0.00	\$0.00	\$20,560.00	0
Supplies and Direct Operating Expenses	Costs for Space (lease or rental)	Office building lease \$36,908.33x 12 months= \$442,900.00 plus \$56,650.00 for real estate tax. Section 4.6, Real Estate Taxes, of the Lease states that, "Tenant shall pay to Landlord each year, within thirty (30) days after Landlords written demand, as Additional Rent, any increases in property taxes for the Premises that have occurred since the Commencement Date, with such obligations continuing each year thereafter during the Term, based on any	\$499,550.00	\$0.00	\$0.00	\$0.00	\$499,550.00	0

		further increases in property taxes for the Premises.. update: Property Taxes were less than projected and September rest was pd with TAGFY20 funds.						
Supplies and Direct Operating Expenses	Specialty Cameras and Accessories (\$5,000 or less per unit)	Two (2) Fingerprinting Readers at \$1,900.00 ea	\$3,800.00	\$0.00	\$0.00	\$0.00	\$3,800.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office Supplies: copy paper, erase boards, cork boards, center decals, paper towels, surge protectors, batteries, desk supplies, dry erase markers, paper, postage, janitorial supplies, etc.	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Tru NARC Supplies at aproximately \$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Three (3) Interdiction Kits at \$1,500ea	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (\$5,000 or less per unit)	furniture purchase.	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0
Supplies and Direct Operating Expenses	Photographic Equipment and Accessories (\$5,000 or less per unit)	One (1) Camcorder bundle at \$1,200.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0
Supplies and	Photographic	Two (2) 35mm	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0



Direct Operating Expenses	Equipment and Accessories (\$5,000 or less per unit)	Digital Cameras at \$600ea						
Supplies and Direct Operating Expenses	Printer, Fax, Scanner and/or Camera (\$5,000 or less per unit)	Two (2) Scanners at \$575.00 each	\$1,150.00	\$0.00	\$0.00	\$0.00	\$1,150.00	0
Supplies and Direct Operating Expenses	Electric, Gas, and/or Water / Wastewater	TAG Center Utilities (Electric, Gas, Water)	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0

### Source of Match Information

#### Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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#### Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### Budget Summary Information

#### Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$94,623.59	\$0.00	\$0.00	\$0.00	\$94,623.59
Equipment	\$39,000.00	\$0.00	\$0.00	\$0.00	\$39,000.00
Personnel	\$395,738.00	\$0.00	\$0.00	\$0.00	\$395,738.00
Supplies and Direct Operating Expenses	\$703,736.12	\$0.00	\$0.00	\$0.00	\$703,736.12
Travel and Training	\$17,344.96	\$0.00	\$0.00	\$0.00	\$17,344.96

#### Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$1,250,442.67	\$0.00	\$0.00	\$0.00	\$1,250,442.67

**Condition Of Fundings Information**

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** romeroax1



Legislation Text

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File #: 21-225, Version: 1

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

**Districts 1, 2, 4, 5, 6, and 7**

Environmental Services, Ellen A. Smyth, (915) 212-6000

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

**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.*

That the Solid Waste liens on the attachment posted with this agenda be approved. (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?*

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:** Environmental Services

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Ellen A. Smyth, P.E., Director (915) 212-6000

**DISTRICT(S) AFFECTED:** 1, 2, 4, 5, 6, 7,

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

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

**BACKGROUND / DISCUSSION:**  
**N/A**

**PRIOR COUNCIL ACTION:**  
**N/A**

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

---

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

**DEPARTMENT HEAD:** Ellen A. Smyth P.E

*Ellen A. Smyth*

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

ATTACHMENT A  
SOLID WASTE LIENS  
MARCH 2, 2021

932 Cherry Hill Ln. (District 1)	\$343.03	Franklin Acquisitions LLC
3663 Douglas Ave. (District 2)	\$343.03	Cano Raul R Camarena Elsa
PID #S820-999-0010-0900 (District 4)	\$327.87	Sun Valley Ranch Homeowners Association Inc
11677 Privada Ln. (District 5)	\$343.03	Currie Dorothy A
610 Casa Grande Pl. (District 6)	\$327.87	Pena Sandra
7841 Montecito Rd. (District 7)	\$429.63	Varela Ruben & Consuelo



## **RESOLUTION**

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

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

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

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

932 Cherry Hill Ln., more particularly described as 6 Coronado Country Club Estates 35 & 0.079 AC of Lot A & 36 Exc E PT (49.94 Ft. on St.) (30987 Sq. Ft.), City of El Paso, El Paso County, Texas, PID #C801-999-0060-3400

to be \$343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of December, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 03/100 DOLLARS (\$343.03) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

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

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

## RESOLUTION

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

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

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

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

3663 Douglas Ave., more particularly described as 128 East El Paso  
6 & W 18.75 Ft. of 7 (6125 Sq. Ft.), PID #E014-999-1280-1900

to be \$343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 03/100 DOLLARS (\$343.03) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

0 Valle Del Sol more particularly described as 1 Sun Valley Ranch  
Lot 9 (8735.00 Sq. Ft.), City of El Paso, El Paso County, Texas, PID  
#S820-999-0010-0900

to be \$327.87, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SEVEN AND 87/100 DOLLARS (\$327.87) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

Notary's Printed or Typed Name:  
\_\_\_\_\_

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

**PREPARED IN THE OFFICE OF:**

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

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

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

## RESOLUTION

51  
**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, CURRIE DOROTHY A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

11677 Privada Ln., more particularly described as 53 Vista Hills #16  
Lot 1 7259.29 Sq. Ft., PID #V897-999-0530-0100

to be \$343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 03/100 DOLLARS (\$343.03) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

610 Casa Grande Pl., more particularly described as Singh #3 Lot  
232, PID #S455-999-001B-6500

to be \$327.87, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SEVEN AND 87/100 DOLLARS (\$327.87) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

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

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

## RESOLUTION

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

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

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

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

7841 Montecito Rd., more particularly described as 1 Monte Cito  
TR 19, PID #M651-999-0010-7300

to be \$429.63, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY NINE AND 63/100 DOLLARS (\$429.63) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leoser  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

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

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





Legislation Text

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**File #:** 21-243, **Version:** 1

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

**All Districts**

Environmental Services, Ellen Smyth (915) 212-6000

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

**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.*

That the City Manager or designee is authorized to request grant funding for up to \$40,000.00 under the Rio Grande Council of Governments, Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the City of El Paso in all matters related to the grant application and any subsequent grant contract and grant project that may result, to fund the disposal of materials from illegal dumping sites for the amount of funding that is available.

That if the project is funded, the City of El Paso will comply with the grant requirements of the Rio Grande Council of Governments, Texas Commission on Environmental Quality and the State of Texas.

That the grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

That the grant activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

**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:** Environmental Services

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Ellen A. Smyth, P.E., Director (915) 212-6000

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

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

**SUBJECT:** Now, therefore, be it resolved by City Council of El Paso, Texas; THAT the City Manager or designee is authorized to request grant funding for up to \$40,000.00 under the Rio Grande Council of Governments, Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the City of El Paso in all matters related to the grant application and any subsequent grant contract and grant project that may result, to fund the disposal of materials from illegal dumping sites for the amount of funding that is available. THAT if the project is funded, the City of El Paso will comply with the grant requirements of the Rio Grande Council of Governments, Texas Commission on Environmental Quality and the State of Texas. THAT the grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant. THAT the grant activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

**BACKGROUND / DISCUSSION:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

---

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

**DEPARTMENT HEAD:** Ellen A. Smyth P.E

*Ellen A. Smyth*

---

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

## **RESOLUTION**

**WHEREAS**, the Rio Grande Council of Governments (RGCOG) is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the RGCOG adopted regional solid waste management plan; and

**WHEREAS**, City of El Paso in the State of Texas is qualified to apply for grant funds under the RGCOG Request for Applications; and

**WHEREAS**, the Regional Solid Waste Grant is administered by the Rio Grande Council of Governments, is divided between six Texas counties and is used to pay for the disposal of materials from illegal dumping sites;

**WHEREAS**, the City of El Paso is aware that there may not be any funds left by the referenced counties, but in the event that there is funding available for use, the City of El Paso desires to apply for any monies not spent by the other referenced counties by August.

**NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF EL PASO, TEXAS;**

1. **THAT** the City Manager or designee is authorized to request grant funding for up to \$40,000.00 under the Rio Grande Council of Governments, Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the City of El Paso in all matters related to the grant application and any subsequent grant contract and grant project that may result, to fund the disposal of materials from illegal dumping sites for the amount of funding that is available.
2. **THAT** if the project is funded, the City of El Paso will comply with the grant requirements of the Rio Grande Council of Governments, Texas Commission on Environmental Quality and the State of Texas.
3. **THAT** the grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. **THAT** the grant activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

*(Signature appear on following page)*

PASSED AND APPROVED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.


CITY OF EL PASO

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

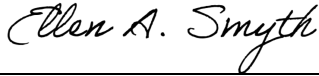
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi N. Vineyard  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department



**RIO GRANDE COUNCIL OF GOVERNMENTS  
IN COOPERATION WITH THE  
TEXAS COMMISSION ON ENVIRONMENT QUALITY**

**FY 2021 REGIONAL SOLID WASTE PROJECT ALLOCATION  
COG MANAGED PROGRAM**

**PROJECT ALLOCATION APPLICATION INSTRUCTIONS AND FORMS**

**A completed application must be received by 4:30 p.m. (MDT), September 28, 2020**

Application **must also** be emailed in Word to [cynthiam@riocog.org](mailto:cynthiam@riocog.org)

**Mail Original to:**

Cynthia Mendez  
Regional Services Coordinator  
Rio Grande Council of Governments  
Solid Waste Program  
8037 Lockheed, Ste. 100  
El Paso, Texas 79925



**Rio Grande Council of Governments**  
**FY 2021 REGIONAL SOLID WASTE PROJECT ALLOCATION PROGRAM**

**Form 1. Application Information and Signature Page**

Applicant: City of El Paso, Environmental Services Department	Funding Amount Proposed: \$ 40,000.00
Address: 7968 San Paulo, El Paso, TX 79907	Phone/Fax/Email: Ph: 915-212-6000 Fx: 915-212-6100 Email: SmythEA@elpasotexas.gov
Contact Person: Ellen A. Smyth, P.E	Date Submitted: 09/28/2020

**Project Category**

<input type="checkbox"/> Local Enforcement <input checked="" type="checkbox"/> Litter and Illegal Dumping Cleanup and Community Collection Events <input type="checkbox"/> Source Reduction and Recycling <input type="checkbox"/> Local Solid Waste Management Plans <input type="checkbox"/> Citizens' Collection Stations and "Small" Registered Transfer Stations <input type="checkbox"/> Household Hazardous Waste (HHW) Management <input type="checkbox"/> Technical Studies <input type="checkbox"/> Educational and Training Projects <input type="checkbox"/> Other (The COG should add other project categories if authorized)
--

NAME OF PROJECT: **Scrap Tire Disposal Reimbursement**

**Signature**

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.	
Signature:	Title: Comptroller
Typed/Printed Name: Margarita Munoz	Date Signed:

**FOR USE BY RCGOG**

Date application was received: _____
Does the application meet all of the required screening criteria? _____ Yes _____ No
Is the application administratively complete? _____ Yes _____ No

***All Solid Waste Services/Activities will be procured by RCGOG***

**2**

## Form 2. Authorized Representatives

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from the RGCOG, to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

- 1. Authorized Project Representative.** The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

Signature: <i>Ellen A. Smyth</i>	
Typed/Printed Name: Ellen A. Smyth, P.E.	
Title: Managing Director, Sun Metro & Environmental Services	
Email: SmythEA@elpasotexas.gov	
Contact No.: 915-212-6000	Date: February 4, 2021

Signature: <i>Kurt Fenstermacher</i>	
Typed/Printed Name: Kurt Fenstermacher	
Title: Deputy Director, Environmental Services Department	
Email: FenstermacherKD@elpasotexas.gov	
Contact No.: 915-212-6103	Date: 2/8/2021

- 2. Authorized Financial Representative.** In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters.

Signature: <i>Forrest Clancy</i>	
Typed/Printed Name: Forrest Clancy	
Title: Administrative Services Manager, Environmental Services Department	
Email: ClancyFJ@elpasotexas.gov	
Contact No.: 915-212-6011	Date: 2/4/21

#### **Form 4. Resolution**

A resolution authorizing the submittal of the application must be approved by the governing body of the Applicant. Below is the Prescribed Resolution Form that **MUST** be used and submitted with the application to RGCOG.

**Coming Soon**

Project Application  
Form 4

## **Form 6: Project Summary**

Please provide a complete project summary. Reference the goals, objectives, and/or recommendations from the regional solid waste management plan that apply to the project. If necessary, attach additional pages for each form.

**Can include the following information if applicable.**

**What are the numbers of times activity(s) will be performed?**

**Why is this project necessary and a good use of the funds?**

**Who will directly benefit from the project?**

**What exactly will the funds be used for?**

### **Form 6a. Project Description**

(Add additional pages as necessary)

**The City of El Paso Environmental Services Department would like to establish a scrap tire disposal reimbursement program. Below are the highlights of the tire disposal process for tires collected from the solid waste services offered by our department.**

**Solid Waste customers are allowed to dispose of up to eight (8) tires per year at the Landfill or at any of our Citizen Collection Stations free of charge. Tires are also collected during illegal dumping clean-ups. The Department absorbs all costs related to tire collection and delivery to Tres Pesetas. The cost averages over \$3,000 per month.**

**Money from this grant will be used to defray the costs of collecting tires from illegal dumping sites and similar tire clean-up projects. All residents of El Paso will benefit from this project.**

Project Application  
Form 6a

*All Solid Waste Services/Activities will be procured by RGCOC*

**5**

## **Form 6b. Project Cost Evaluation**

*(Add additional pages as necessary)*

Provide an evaluation of the costs associated with the proposed project. Explain how the total related costs of the proposed project were adequately considered; compare project costs to established averages or to normal costs for similar projects. Present the costs in unit terms, such as cost per ton, cost per customer, or cost per capita, as applicable. Describe any measurable costs savings, or reasonably justified costs of the project.

Total proposed project cost is \$ 40,000

**The total proposed project cost will be paid by the City of El Paso. The Rio Grande COG Regional Solid Waste Grant monies will be used as reimbursement only. The amount of grant money will vary depending on the funds remaining at the close of the grant cycle. The City of El Paso would only receive funds that have not been spent by other recipients at the end of the year.**

Project Application  
Form 6b

***All Solid Waste Services/Activities will be procured by RGCOG***

**6**

## **Form 6c. Level of Commitment of the Applicant**

*(Add additional pages as necessary)*

Provide information related to the Applicant's level of commitment to preferred solid waste management practices. If the proposed project is an ongoing service, demonstrate the ability to sustain the program beyond the term of the project's performance period. Explain the extent to which the appropriate governing bodies support the proposed project.

**Piles of illegal tires have been an eyesore as well as a thorn in the side of the City for some time. These tires are a health and safety issue because of their potential to be breeding grounds for mosquitos that carry viruses such as West Nile, Encephalitis and Zika. They are unsightly and make a poor first impression on visitors that enter the City from the East. City officials realize that many of these tires come from businesses and residents within the City limits of El Paso therefore we have an obligation to help remove them. The City has been collecting illegally dumped tires for over 15 years. This grant will help defray a portion of the disposal expenses.**

Project Application  
Form 6c



## **Form 6d. Scope of Work**

*(Add additional pages as necessary)*

Provide a work program with a schedule of deliverables for the proposed project or activities. The work program with the schedule of deliverables will be considered the Scope of Work to be performed under the project.

As concisely as possible, for each task of the proposed project, describe the major steps or activities involved, identify the responsible entities and establish a specific timeframe to accomplish each task. The scope of work for the project or program must include:

- ❖ Detailed purpose and goal of the project (should be consistent with implementing the goals, objectives, and recommendations from the regional solid waste management plan, as stated in the Project Summary on Form (6) or the Project Description on Form (6a).
- ❖ Specific task statements with responsible entity identified.
- ❖ List of deliverables/products/activities under each task.
- ❖ Schedule of deliverables.

**Invoices for all tires that are disposed of will be on file. At such time as funds are available invoices for the amount of funds will be provided to the RGCOG. Even if no funds are received the City of El Paso is committed to providing this service with our own funds. Tires are collected every day at the Citizen Collections Stations and the Landfill.**

Project Application  
Form 6d

**Scope of Work**

**Please Use the Following Format**

**Project Purpose and Goal Statement:** Please state your purpose and goal. Then outline your tasks using the example below.

Project Purpose: **To combat illegally dumped tires**

---

---

1. Task:

a. Activity and/or deliverable: **Execute Contract**

- Timeframe: **Within 1 month of receipt**
- Responsible Entity: **City of El Paso and RGCOG**

2. Task:

a. Activity and/or deliverable: **Provide documentation of expenses to be reimbursed**

- Timeframe: **Invoices will be provided to RGCOG within 30 days of notice of funding**
- Responsible Entity: **Ellen Smyth, P.E.**

3. Task:

a. Activity and/or deliverable: **Provide disposal for illegally dumped tired**

- Timeframe: **Ongoing**
- Responsible Entity: **Ellen Smyth**

**Number of times activity(s) to be performed: Varies**

**Services to be procured by: *Rio Grande Council of Governments***

***All Solid Waste Services/Activities will be procured by RGCOG***

**9**

**Form 7. Project Allocation Budget Summary**

Please provide the following breakdown of the total amount of request being made:

Budget Category		Funding Amount				
1.	Supplies	\$				
2.	Equipment	\$				
3.	Construction	\$				
4.	Contractual – <b>Tres Pesetas</b>	\$ 40,000 MAX				
5.	Other	\$				
6.	<b>Total Direct Charges</b> ( <i>sum of 1-5</i> )	<b>\$ 40,000</b>				
7.	Indirect Charges*	\$				
8.	<b>Total</b> ( <i>sum of 7 - 8</i> )	<b>\$ 40,000</b>				
9.	Indirect Cost Rate:	<table border="1"><tr><td>%</td><td></td></tr><tr><td>%</td><td></td></tr></table>	%		%	
%						
%						
Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:						
<b>Please complete any of the following detailed budget forms that are applicable.</b>						

Project Application  
Form 7

### **Form 7a: Detailed Matching Funds/In-Kind Services**

This budget form should be completed if the Applicant is providing any level of matching funds or in-kind services directly related to the proposed project.

Matching Funds: \$

In the space below, please explain in detail the application of any matching funds to be provided by the Applicant, as directly related to the proposed project:

In-Kind Services: \$\_\_\_\_\_ (monetary equivalent)

In the space below, please explain in detail the application of any in-kind services to be provided by the Applicant, as directly related to the proposed project:

What is the **TOTAL COST** of the proposed project to include any matching funds or any in-kind services being provided by the Applicant:

**\$ \$ 40,000 maximum total cost of the disposal contract**

**In-Kind: The City will pick up and deliver all illegal dump tires to Tres Pesetas.**

Project Application  
Form 7a

***All Solid Waste Services/Activities will be procured by RGCOG***

**11**

### Form 7d: Detailed Supply Expenses

This budget form provides a more detailed breakdown of the total expenses for supplies indicated on Line 4 of the Overall Budget Summary.

Please list the general types of supplies to be purchased.

General Types of Supplies	Estimated Cost
General office/desk supplies	\$
Other supplies ( <i>explain below</i> ):	\$
<b>TOTAL</b> ( <i>Must equal Line 1 of the Overall Budget Summary</i> )	\$ N/A

**Form 7e: Detailed Equipment Expenses**

Provide specific details of equipment purchase(s). List the equipment items below. If the specific details of the equipment costs are not known at this time, list the general details on this form.

<b>Equipment (\$5,000 or more per unit) (<i>Show description, type, model, etc.</i>)</b>	<b>Unit Cost</b>	<b>No. of Units</b>	<b>Total Cost</b>
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total</b>	\$ N/A		



**Form 7g: Detailed Contractual Expenses**

Provide specific details of contractual requests. List the purpose and proposed contractor(s) below. If the specific details of the contractual costs are not known at this time, list the general details on this form.

<b>Purpose</b>	<b>Contractor(s)</b>	<b>Contract Amount</b>
<b>Tire Disposal</b>	<b>Tres Pesetas</b>	<b>\$ 40,000</b>
		\$
		\$
		\$
<b>Total</b> <i>(Must equal Line 4 of the Overall Budget Summary)</i>		<b>\$ 40,000</b>

**The total is the maximum amount but we will accept any level of funds.**

### Form 7h: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses.

#### Basic Other Expenses

Please identify the basic “Other” category expenses.

Basic Other Expenses	Estimated Cost
Books and reference materials	\$
Educational Items	\$
Printing/reproduction	\$
Advertising/public notices	\$
Signage	\$
<b>Total:</b>	<b>\$ N/A</b>

Project Application  
Form 7h

*All Solid Waste Services/Activities will be procured by RGCOG*

15



Legislation Text

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**File #: 21-264, Version: 1**

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

**District 4**

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

**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:** 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 Second Amendment to Agreement for Professional Services by and between the City of El Paso and Sites Southwest, LTD Co., a Texas corporation, for a project known as "**NORTHEAST REGIONAL PARK- PHASE II LIGHTED FLAT FIELDS AND DOG PARK**", an amount not to exceed \$65,568.12, for additional design and construction phase services attributable to increases in the project scope of work, thereby increasing the contract amount from \$414,984.58 to \$480,552.70; 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 this agreement.

**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 second amendment to the agreement for Northeast Regional Park - Phase II will increase the agreement with Sites Southwest by \$65,568.12 to account for additional design and construction phase services due to an increase in the scope of work for the project.

**PRIOR COUNCIL ACTION:**

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

May 30, 2017 - City Council approved agreement for Northeast Regional Park - Phase II to be awarded to Sites Southwest in the amount of \$316,806.60.

September 10, 2018 - City Council approved first amendment to the agreement for Northeast Regional Park - Phase II in the amount of \$98,177.98.

**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?*

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

**Department Head:**

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



# Joey Barraza & Vino Memorial Park (Phase II)

Solicitation 2021-0762

# PROJECT DETAILS

## Joey Barraza & Vino Memorial Park Phase II

**Location:** 11270 McCombs Street

**District:** 4

**Total Budget:** \$4,895,494.23

**Source(s) of Funding** Quality of Life Bond, Texas Wildlife Grant

**Consultant** Sites Southwest, Inc.





## PROJECT LOCATION

- The project is located at **11270 McCombs Street**



# SCOPE OF WORK

## Base Bid

- ✓ one soccer practice field
- ✓ Dog Park

## Alternative I

- ✓ Two soccer practice field
- ✓ All abilities playground
- ✓ Trail & trail amenities

## Alternative II

- ✓ Champions field with MUSCO lighting

## Alternative III

- ✓ Pre-fabricated restrooms

## Alternative IV

- ✓ Exercise Equipment

## Alternative V

- ✓ Central Plaza

## Alternative VI

- ✓ Skate Park and Median Improvements

## Alternative VII

- ✓ Pre-fabricated maintenance building

# AMENDMENT SUMMARY

- **Recommendation**

- **Authorization to sign a second Amendment to Agreement for Professional Services by and between The City of El Paso and Site Southwest, LTD Co. for an amount not to exceed \$65,568.12.**

- **Construction Schedule**

- **Start: Summer/ 2021**

- **End: Summer /2022**

# THANK YOU



## 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

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

**DEPARTMENT:** Capital Improvement

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, City Engineer, (915) 212-1808

**DISTRICT(S) AFFECTED:** 4

**STRATEGIC GOAL:** No.4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

**SUBJECT:**

That the City Manager be authorized to sign a Second Amendment to Agreement for Professional Services by and between the City of El Paso and Sites Southwest, LTD Co., a Texas corporation, for a project known as "**NORTHEAST REGIONAL PARK- PHASE II LIGHTED FLAT FIELDS AND DOG PARK**"(Joey Barraza & Vino Memorial Park), an amount not to exceed \$65,568.12, for additional design and construction phase services attributable to increases in the project scope of work, thereby increasing the contract amount from \$414,984.58 to \$480,552.70; 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 this agreement.

**BACKGROUND / DISCUSSION:**

The second amendment to the agreement for Northeast Regional Park – Phase II (Joey Barraza and Vino Memorial Regional Park) will increase the agreement with Sites Southwest by \$65,568.12 to account for additional design and construction phase services due to an increase in the scope of work for the project.

**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:**

May 30, 2017 – City Council approved agreement for Northeast Regional Park – Phase II to be awarded to Sites Southwest in the amount of \$316,806.60.

September 10, 2018 – City Council approved first amendment to the agreement for Northeast Regional Park – Phase II in the amount of \$98,177.98.

**AMOUNT AND SOURCE OF FUNDING:**  
PCP13PRKA23A- 580160-190-4800 \$65,568.12

**BOARD / COMMISSION ACTION:**  
N/A

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

**DEPARTMENT HEAD:** \_\_\_\_\_  
*Jerry DeMuro/for*  
Sam Rodriguez, P.E., City Engineer



## RESOLUTION

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

That the City Manager be authorized to sign a Second Amendment to Agreement for Professional Services by and between the City of El Paso and Sites Southwest, LTD Co., a Texas corporation, for a project known as “**NORTHEAST REGIONAL PARK- PHASE II LIGHTED FLAT FIELDS AND DOG PARK**”(Joey Barraza & Vino Memorial Park), an amount not to exceed \$65,568.12, for additional design and construction phase services attributable to increases in the project scope of work, thereby increasing the contract amount from \$414,984.58 to \$480,552.70; 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 this agreement.

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:

\_\_\_\_\_  
Jerry DeMuro/for  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

SECOND AMENDMENT  
AGREEMENT  
FOR PROFESSIONAL SERVICES

This Second Amendment to that certain Agreement for Professional Services is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of El Paso, a Texas municipal corporation (the "**Owner**"), and Sites Southwest, LTD Co., a Texas Corporation (the "**Consultant**").

**WHEREAS**, on May 30, 2017, the Owner entered into an Agreement for Professional Services for (the "**Agreement**") with the Consultant for a Project known as "Northeast Regional Park- Phase II Lighted Flat Fields and Dog Park"(Joey Barraza & Vino Memorial Park) (the "**Project**");

**WHEREAS**, the Agreement may be amended under the provisions of Section 3.1 and Attachment "C"; and

**WHEREAS**, on September 10, 2018 the parties agreed to a First Amendment to include additional design and construction phase services construction management services for the Project in the amount of \$98,177.98; and

**WHEREAS**, the parties would like to enter into a Second Amendment to include additional design and construction phase services for the Project in the amount of \$65,568.12, thereby increasing the contract amount from \$414,984.58 to \$480,552.70.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services.** The Owner hereby authorizes the Consultant to perform the Services as described in Attachment "A" of this First Amendment due to significant changes in the general scope of the Project.
2. **Payments to Consultant.** Payment to the Consultant for the Services the subject of this Second Amendment shall not exceed \$65,568.12 and will be paid pursuant to the Agreement.
3. **Time of Completion.** The amended Services the subject of this Second Amendment will be completed within the extended project period as set forth in the Agreement, following the Owner's written Notice to Proceed to the Consultant.
4. **Terms and Conditions.** All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

*(Signatures Begin on Following Page)*

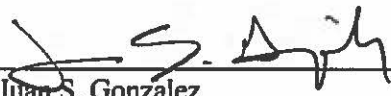
**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**OWNER:**


**THE CITY OF EL PASO:**

\_\_\_\_\_  
Tomas Gonzalez  
City Manager

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

**ACKNOWLEDGEMENT**

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by **Tomas Gonzalez, as City Manager of the City of El Paso, Texas.**

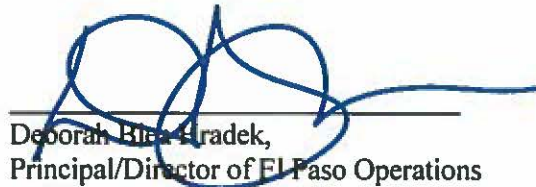
\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

*(Signatures Continue on Following Page)*

**CONSULTANT:**  
Sites Southwest LTD., Co.

  
\_\_\_\_\_  
Deborah Blea Hradek,  
Principal/Director of El Paso Operations

**ACKNOWLEDGEMENT**

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

This instrument was acknowledged before me on this 1<sup>st</sup> day of March, 2021,  
by **Deborah Blea Hradek**, as **Principal/Director of El Paso Operations** of **Sites Southwest LTD.,**  
C.

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



**ATTACHMENT "A"**  
**AMENDED SCOPE OF WORK**

revd. 2/4/2021

Notes: Assumes no City meetings or review.





**GONZALO AGUILAR PROFESSIONAL ENGINEER, INC.**

**Electrical Consulting Engineer**

481 B N. RESLER / PHONE (915) 581-5622

EL PASO, TEXAS 79912

February 5, 2021

Deborah Blea, B. ARCH, RLA, CNU-A  
Sites Southwest, LLC  
4110 Rio Bravo, Suite 217  
El Paso, TX 79902

RE: Joey Barraza & Vino Memorial Park; Revisions per E-mails Dated 1/26/2021 and 2/1/2021, El Paso  
Parks and Recreation

I propose to furnish electrical consulting engineering services for the referenced project as follows:

<u>DESIGN PHASE</u>	= \$ 8,000.00
<u>BIDDING PHASE</u>	= \$ 1,840.00
<u>CONSTRUCTION PHASE (Time and Material)</u>	= \$ 3,300.00
 Total Project Fee	 = \$13,140.00

Services shall consist of the following:

DESIGN PHASE

1. Revisions per E-mails dated 1/26/21 and 2/1/21

BIDDING PHASE

1. Clarifications, if and as required.
2. Addendums, if and as required, pertaining to original scope of work.
3. Responses to bidders' questions, if any.

CONSTRUCTION PHASE (Time and Materials)

1. Review of shop drawings
2. Construction monitoring visit (1)
3. Final "walk-thru" and punch list

Thank you for your consideration, I look forward to working with you on this project.

Gonzalo Aguilar, P.E.  
Registration Number: F





February 2, 2021 (rev. 02/03/21)

**SITE SOUTHWEST, LLC**  
4110 Rio Bravo, Suite 217  
El Paso, Texas 79902

**Attn: DEBORAH BLEA, RLA, CNU-A**  
Principal/Director of El Paso Operations

**Re: Engineering Services (General Civil) – Additional Construction Administration**  
Northeast Regional Park - Phase II  
El Paso, Texas

**Dear Ms. Blea:**

As per your request upon the directive of the City of El Paso, Quantum Engineering Consultants, Inc. (QEC) hereby submits an additional services fee proposal to provide Construction Phase Services for the above referenced project.

QEC will provide the basic construction phase services as described in the original proposal dated January 25, 2017, and revised December 28, 2017 for the current project as it is awarded. We estimate the additional costs for construction administration to be \$7,769.64 (Seven Thousand, Seven Hundred Sixty-Nine Dollars and 64/100).

If these terms and proposal for the items listed above are acceptable, please sign this form and fax back to our office at your earliest convenience. This will serve as our Notice-to-Proceed.

Sincerely,

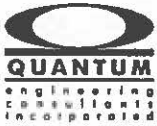
**Robert A. Gonzales, PE, CNU-A**  
President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_ Title: \_\_\_\_\_

All terms and conditions of the Subconsultant Agreement No. 1; Task No. 001, dated April 25, 2018; and signed May 25, 2018 shall apply.



**SCHEDULE OF FEES (ADDITIONAL SERVICES)**  
**JOEY BARRAZA AND VINO MEMORIAL PARK**  
**CONSTRUCTION PHASE SERVICES - 2021**  
*City of El Paso - Capital Improvement Department*  
*Sites SW, LLC*

PREPARED: February 2, 2021  
 REVISED: February 3, 2021

RATE SCHEDULE:

Sr. Proj. Mgr.	Eng. Mgr.	Proj. Mgr.	Sr. Project Eng.	Jr. Project Eng./RPR	Sr. CADD	CADD	Sec./Clerk
\$160.00	\$135.00	\$125.00	\$105.00	\$65.00	\$85.00	\$78.50	\$57.00

**CONSTRUCTION PHASE SERVICES FOR 2021**

ITEM DESCRIPTION	ESTIMATED MANHOURS BY CLASSIFICATION							
	Sr. Proj. Mgr.	Eng. Mgr.	Proj. Mgr.	Sr. Project Eng.	Jr. Project Eng./RPR	Sr. CADD	CADD	Sec./Clerk
A. Shop Drawing & Submittal Review	1.0		1.0		5.0			7.0
B. Periodic Field Observation Visits and Reports (See Note Below)	1.0		4.0		5.5			10.5
C. Prelinal Inspection and Punchlist	1.0		2.0		5.0			12.0
D. Coordination with City of El Paso, Utility Co's, EPWU, Parks, Etc.	1.0		3.0					4.0
E. "Record Drawings"	1.0		2.0		2.0		9.0	14.0
								0.0
								0.0
								0.0
SUB-TOTAL HOURS	5.0	0.0	12.0	0.0	17.5	0.0	9.0	47.5
RATE/HOUR	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00
COST	\$ 800.00	\$ -	\$ 1,920.00	\$ -	\$ 2,800.00	\$ -	\$ 1,440.00	\$ 7,600.00
% MH BY CLASSIFICATION	10.53%	0.00%	25.26%	0.00%	36.84%	0.00%	18.95%	100.00%

SUBTOTAL

\$ 7,600.00

DIRECT COSTS	Unit	Quantity	Unit Cost	Cost
Auto Mileage @ \$0.54 / mile	MILE	240	\$ 0.54	\$ 129.60
Photo copies	SHEET	260	\$ 0.15	\$ 40.04
SUBTOTAL OTHER COSTS				\$ 169.64
TOTAL DIRECT COSTS				\$ 169.64

**TOTAL CA ADDITIONAL SERVICES FEE PROPOSAL \$ 7,769.64**



February 2, 2021

**SITE SOUTHWEST, LLC**  
4110 Rio Bravo, Suite 217  
El Paso, Texas 79902

**Attn: DEBORAH BLEA, RLA, CNU-A**  
Principal/Director of El Paso Operations

**Re: Engineering Services (General Civil) – REBID 2021**  
Northeast Regional Park - Phase II  
El Paso, Texas

**Dear Ms. Blea:**

As per your request upon the directive of the City of El Paso, Quantum Engineering Consultants, Inc. (QEC) hereby submits an additional services fee proposal to provide Construction Documents for a revised plan set which will re-incorporate three (3) alternates to the currently bidding project for the above referenced project.

QEC will provide a revised set of drawings, technical specifications and cost estimates for the Alternates being requested. Our fee includes the preparation of the new deliverables and coordination with the Design Team and City officials.

We estimate the additional planning and design costs for this work to be **\$5,197.05 (Five Thousand, One Hundred Ninety-Seven Dollars and 05/100).**

If these terms and proposal for the items listed above are acceptable, please sign this form and fax back to our office at your earliest convenience. This will serve as our Notice-to-Proceed.

Sincerely,

**Robert A. Gonzales, PE, CNU-A**  
President

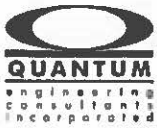
Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

All terms and conditions of the Subconsultant Agreement No. 1; Task No. 001, dated April 25, 2018; and signed May 25, 2018 shall apply.



# **SCHEDULE OF FEES (ADDITIONAL SERVICES)** **JOEY BARRAZA AND VINO MEMORIAL PARK** **RE-BID PACKAGE 2021**

*City of El Paso - Capital Improvement Department*  
*Sites SW, LLC*

PREPARED: February 2, 2021

**RATE SCHEDULE:**

Sr. Proj. Mgr.	Eng. Mgr.	Proj. Mgr.	Sr. Project Eng.	Jr. Project Eng.	Sr. CADD	CADD	Sec./Clerk
\$160.00	\$135.00	\$125.00	\$105.00	\$95.00	\$85.00	\$78.50	\$57.00

**PREPARATION OF NEW BIDDING PACKAGE**

ITEM DESCRIPTION	ESTIMATED MANHOURS BY CLASSIFICATION								
	Sr. Proj. Mgr.	Eng. Mgr.	Proj. Mgr.	Sr. Project Eng.	Jr. Project Eng.	Sr. CADD	CADD	Sec./Clerk	
A. Review of Drawings to reincorporate all Alternate Items	1.0		6.0			8.0	15.0		30.0
B. Preparation of Drawings w/new title block							4.0		4.0
C. Cost Estimate Revisions	1.0		4.0						5.0
D. Specification Revisions			2.0					1.0	3.0
E. Coordination with Design Team	0.5		4.0						4.5
F. Preparation of Bid Items			4.0					1.0	5.0
									0.0
									0.0
<b>SUB-TOTAL HOURS</b>	<b>2.5</b>	<b>0.0</b>	<b>20.0</b>	<b>0.0</b>	<b>0.0</b>	<b>8.0</b>	<b>19.0</b>	<b>2.0</b>	<b>\$1.5</b>
<b>RATE/HOUR</b>	<b>\$ 160.00</b>	<b>\$ 135.00</b>	<b>\$ 125.00</b>	<b>\$ 105.00</b>	<b>\$ 95.00</b>	<b>\$ 85.00</b>	<b>\$ 78.50</b>	<b>\$ 57.00</b>	
<b>COST</b>	<b>\$ 400.00</b>	<b>\$ -</b>	<b>\$ 2,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 680.00</b>	<b>\$ 1,491.50</b>	<b>\$ 114.00</b>	<b>\$ 5,185.50</b>
<b>% MH BY CLASSIFICATION</b>	<b>4.85%</b>	<b>0.00%</b>	<b>38.83%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>15.53%</b>	<b>36.89%</b>	<b>3.88%</b>	<b>100.00%</b>

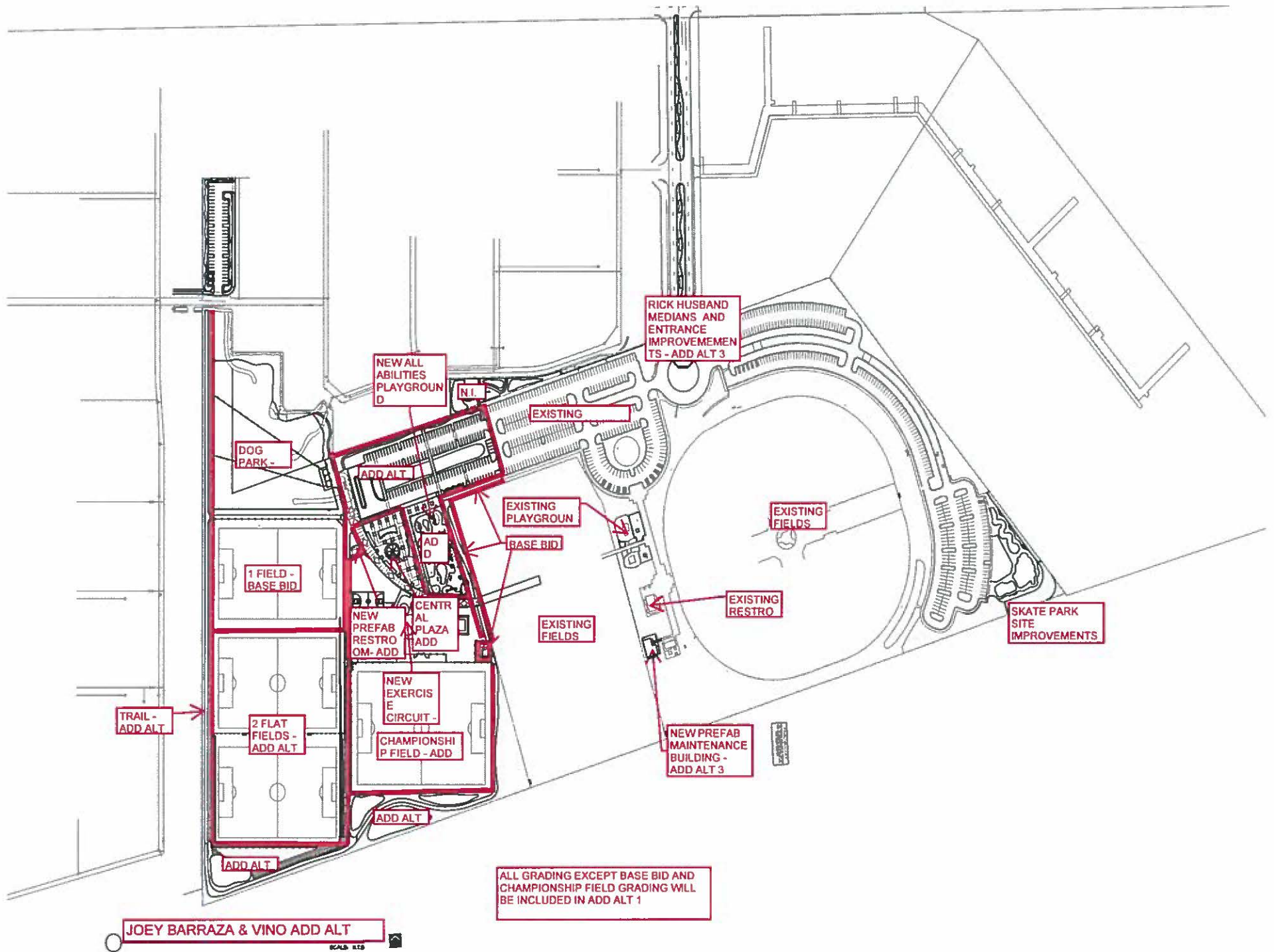
**SUBTOTAL**

**\$ 5,185.50**

DIRECT COSTS	Unit	Quantity	Unit Cost	Cost
Auto Mileage @ \$0.555 / mile	MILE	0	\$ 0.56	\$ -
Photo copies	SHEET	75	\$ 0.15	\$ 11.55
<b>SUBTOTAL OTHER COSTS</b>				<b>\$ 11.55</b>
<b>TOTAL DIRECT COSTS</b>				<b>\$ 11.55</b>

**TOTAL ADDITIONAL SERVICES FEE PROPOSAL \$ 5,197.05**







**360°**  
ENGINEERING, LLC

10600 Montwood Dr., Ste. 121  
El Paso, Texas 79935  
P (915) 307-2284  
[www.360-engineering.net](http://www.360-engineering.net)

Date: Wednesday, February 03, 2021

Attention: Deborah Blea  
Sites Southwest  
4110 Rio Bravo, Suite 217  
El Paso, TX 79902

Re: Northeast Regional Park  
El Paso, TX

Dear; Deborah

Our fee is based on:

The Consultant shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service shall be considered an Additional Service, and the Client will pay the Consultant for these services in accordance with the Additional Services provisions of this Agreement.

My fee for the additional services, repackaging the additive alternatives will be **\$1,800.00** and for construction phase services **\$1,100.00**.

Sincerely,

Joe Henry Ramos, PE  
President

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Ms. Deborah Blea



Legislation Text

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**File #:** 21-245, **Version:** 2

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

**All Districts**

Information Technology, Araceli Guerra, (915) 212-1401

**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:**

That the City Manager is authorized to sign a Release and Settlement Agreement, in a form substantially similar to the attached, between the City of El Paso ("City") and AT&T whereby AT&T will credit the City's account in the amount of \$129,388.00 (plus any applicable taxes and surcharges) in settlement of a billing dispute.

**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 subscribes to this AT&T service under Account Number 857388018. The City disputed the billing and payment of charges. The City and A T & T will credit the account \$129,388 plus any applicable taxes and regulatory surcharges.

**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?*

Credit of \$129,388

Funding Source: Dept. Of Information Technology Services- General Fund. 1000-239-15090-P1503-540000  
"Phone and Internet"



\*\*\*\*\*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:** Information Technology Services

**AGENDA DATE:** March 2, 2021

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:**

Araceli Guerra, Managing Director, Internal Services (915) 212-1401

Roberta A. Brito, Assistant City Attorney, City Attorney's Office (915)-212-0033

**DISTRICT(S) AFFECTED:** All

**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:**

That the City Manager is authorized to sign a Release and Settlement Agreement, in a form substantially similar to the attached, between the City of El Paso ("City") and AT&T whereby AT&T will credit the City's account in the amount of \$129,388.00 (plus any applicable taxes and surcharges) in settlement of a billing dispute.

**BACKGROUND / DISCUSSION:**

The City subscribes to this AT&T service under Account Number 857388018. The City disputed the billing and payment of charges. The City and AT&T agree that AT&T will credit the account \$129,388 plus any applicable taxes and regulatory surcharges.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Credit of \$129,388

Funding Source: Dept. Of Information Technology Services- General Fund.  
1000-239-15090-P1503-540000 "Phone and Internet"

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

**DEPARTMENT HEAD:**



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Araceli Guerra, Information Technology Director

## RESOLUTION

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

That the City Manager is authorized to sign a Release and Settlement Agreement, in a form substantially similar to the attached, between the City of El Paso ("City") and AT&T whereby AT&T will credit the City's account in the amount of \$129,388.00 (plus any applicable taxes and surcharges) in settlement of a billing dispute.

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

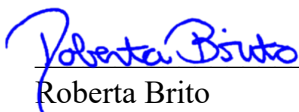
### CITY OF EL PASO:

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

### ATTEST:

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

### APPROVED AS TO FORM:

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

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Araceli Guerra, Director  
Dep't of Information Technology Services

# RELEASE AND SETTLEMENT AGREEMENT

This document is a Release and Settlement Agreement (**Agreement**) between AT&T Corp. (**AT&T**) and City of El Paso (**CUSTOMER**) (each of which is a **Party** and both of which together are the **Parties**).

## BACKGROUND

CUSTOMER subscribes to AT&T service under Account Number 857388018(the **Account**);

CUSTOMER disputes the billing and payment of charges on the Account prior to 06/06/2020 (the **Dispute**); and

AT&T and CUSTOMER now wish to resolve the Dispute.

## AGREEMENT

The Parties agree as follows:

### 1. AT&T Credit

AT&T will credit the Account \$129,388.00 plus any applicable taxes and regulatory surcharges, in full settlement of the Dispute.

### 2. Release

CUSTOMER knowingly and voluntarily releases AT&T from any further liability or claim regarding the Dispute. CUSTOMER acknowledges that this Agreement expressly gives up every right CUSTOMER has regarding the Dispute, other than the right to enforce this Agreement.

### 3. Entire Agreement

This Agreement is the Parties' complete agreement regarding the Dispute's resolution. There are no other agreements or promises not stated in this Agreement. This Agreement supersedes the Parties' prior negotiations.

#### **4. Ownership of Claim**

Each Party represents that it owns the claims asserted here and has not assigned or transferred those claims to anyone else.

#### **5. No Admission of Liability**

The Parties enter into this Agreement to resolve the Dispute. Neither Party admits liability for claims the other Party has asserted.

#### **6. Legal Counsel**

Each Party acknowledges that it had the opportunity to consult an attorney. Before the Party executed this Agreement, the Party's attorney, if any, reviewed the Agreement and made any desired changes or recommendations.

#### **7. Applicable Law**

If this Agreement requires interpretation according to established legal principles, the Parties agree to interpret this Agreement in accordance with Texas law in effect on the date by which both Parties signed the Agreement.

#### **8. Enforcement of Agreement**

While the Parties intend to perform their respective obligations in good faith, in the event of a lawsuit to enforce or interpret the provisions of this Agreement the prevailing Party may recover all its costs in prosecuting or defending the lawsuit, including reasonable attorney fees.

#### **9. Confidentiality**

Except as applicable law or legal/accounting purposes may require, including the Texas Public Information Act (Texas Government Code, Chapter 552), the Parties agree to keep the terms of this Agreement confidential and will not disclose such terms to others.

#### **10. Miscellaneous**

(a) If a Party delays or fails to exercise a right under this Agreement or fails to strictly enforce any breach or default, that failure does not waive the other Party's obligation to perform its obligations under this Agreement. Similarly, if a Party excuses a breach or

default on one occasion, that does not excuse the other Party from performing that obligation in the future unless the excusing Party states that in writing.

(b) If a court rules that any provision of this Agreement is invalid or unenforceable, the remaining provisions of the Agreement will continue in full force.

(c) This Agreement is void unless both Parties have signed it on or before 03/20/2021

AT&T CORP.

City of El Paso

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Approved as to Content:

By: 

Title: Managing Director for Internal Services

Approved as to Form:

By: 

Title: Assistant City Attorney





Legislation Text

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**File #: 21-277, Version: 1**

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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.*

Jamie Gallagher to the Tax Increment Reinvestment Zone Number 5 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 23, 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 March 3, 202021

Item should read as follows: Re-appointment of Jamie Gallagher to the Tax Increment Reinvestment Zone Number 5

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Tax Increment Reinvestment Zone Number 5

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Jamie Gallagher  
(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:       

**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: Jamie Gallagher

EXPIRATION DATE OF INCUMBENT: 3/19/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X

RESIGNED       

REMOVED       

DATE OF APPOINTMENT: 3/2/2021

TERM BEGINS ON : 3/19/2021

EXPIRATION DATE OF NEW APPOINTEE: 3/19/2023

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 #: 21-278, Version: 1**

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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.*

J. Edward Moreno to the Tax Increment Reinvestment Zone Number 5 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 23, 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 March 2, 2021

Item should read as follows: Re-appointment of J. Edward Moreno to the Tax Increment Reinvestment Zone Number 5

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Tax Increment Reinvestment Zone Number 5

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE J. Edward Moreno  
(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:       

**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: J. Edward Moreno

EXPIRATION DATE OF INCUMBENT: 4/16/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: x

RESIGNED       

REMOVED       

DATE OF APPOINTMENT: 3/2/2021

TERM BEGINS ON : 4/16/2021

EXPIRATION DATE OF NEW APPOINTEE: 4/16/2023

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 #: 21-279, Version: 1**

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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.*

William Kell to the Tax Increment Reinvestment Zone Number 5 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 23, 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 March 2, 2021

Item should read as follows: Re-appointment of William Kell to the Tax Increment Reinvestment Zone Number 5

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Tax Increment Reinvestment Zone Number 5

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE William Kell  
(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: William Kell

EXPIRATION DATE OF INCUMBENT: 3/19/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: x

RESIGNED \_\_\_\_\_

REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 3/2/2021

TERM BEGINS ON : 3/19/2021

EXPIRATION DATE OF NEW APPOINTEE: 3/19/2023

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 #: 21-291, Version: 1**

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

Mayor and Council, Mayor Oscar Leoser, (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.*

Cristina Bringas to the El Paso Housing Finance Corporation by Mayor Oscar Leoser.

**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 24, 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 March 2, 2021

Item should read as follows: Re-appointment of Cristina Bringas to the El Paso Housing Finance Corporation

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: El Paso Housing Finance Corporation

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Cristina Bringas  
(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):**

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**

NAME OF INCUMBENT: Cristina Bringas

EXPIRATION DATE OF INCUMBENT: 7/15/2020

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: x  
RESIGNED         
REMOVED       

DATE OF APPOINTMENT: 3/2/2021

**TERM BEGINS ON :** 7/16/2020

**EXPIRATION DATE OF NEW APPOINTEE:** 7/15/2026

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM:       

2<sup>nd</sup> TERM: x

UNEXPIRED TERM:

## RESOLUTION

**WHEREAS**, the Housing Finance Corporation Act, Chapter 394 Local Government Code authorizes the creation of a Housing Finance Corporation; and

**WHEREAS**, the City of El Paso has approved the incorporation of the El Paso Housing Finance Corporation pursuant to the Housing Finance Corporations Act, which incorporation took place in 1979; and

**WHEREAS**, the Articles of Incorporation and the Articles of Amendment of the El Paso Housing Finance Corporation provide for appointment of members of the Board of Directors to be appointed by written resolution of the governing body of the City of El Paso, Texas.

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

Cristina Bringas is appointed to the Board of Directors of the El Paso Housing Finance Corporation to fill the term that ends \_\_\_\_\_, 20\_\_\_\_.

**APPROVED** 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

# CRISTINA BRINGAS

## OBJECTIVE

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To remain involved with an organization that will allow me to apply the professional skills already acquired and continue my career development with ongoing opportunity for growth and personal development.

## EXPERIENCE

---

September 2017- Present      Wells Fargo Bank      El Paso, TX  
*VP Principal Relationship Manager*

- Manage a portfolio of approx 110 clients, highly concentrated in the Professional Industry, Real Estate Investors and all other commercial clients with revenue size larger than \$5MM.
- Manage an existing \$30MM loan portfolio with an annual loan growth goal of \$8MM
- Responsible for meeting and exceeding all sales goals, retention, growth and management of compliance accountabilities related to my existing portfolio.
- Responsible for underwriting and preparing Credit Approval Presentations for any complex loan request over \$2MM

Jan 2016-September 2017      Wells Fargo Bank      El Paso, TX  
*VP SBA Business Development Officer*

- Responsible for sourcing and processing SBA opportunities within the El Paso, Lubbock, Amarillo, Laredo, McAllen and Brownsville communities.
- Work closely with approx. 40 Relationship Managers within the assigned markets to grow and maintain our market share as the number one SBA Lender in the Nation.
- Develop and maintain close relationships with Center of Influences within the assigned markets, to include Commercial/Business Brokers, CPA's and Business Attorneys to generate new business and create a solid reputation as the premier SBA lender

Feb 2015- Jan 2016      Chase Bank      El Paso, TX  
*VP Relationship Manager III*

- Manage a portfolio of approximately 60 business clients, ranging in revenue size between \$5MM-\$25MM
- Work closely and partner up with 4 Relationship Managers, which are officed at the branches and refer all credit requests above \$250M or of credit complexity.
- Responsible for underwriting credit requests, monitoring covenants,

manage compliance accountabilities, growing the existing portfolio and building and maintaining partner relationships and community involvement.

2014- 2015 Wells Fargo Bank Phoenix, AZ

*VP-Principal Banker-Industry Specialist, Government Banking*

- Manage a portfolio of approx. 48 clients within the government sector of the state of Arizona. Clients to include Cities, Towns, Counties, School Districts and Charter Schools within the state of Arizona.
- Manage approx.. \$300MM in deposits within the existing portfolio and responsible for a \$20MM annual growth in deposits.
- Responsible for meeting and exceeding all sales goals with new business, retention of existing clients, growth of portfolio and management of compliance accountabilities.
- Responsible for responding to all RFP's (Requests for Proposals), RFQ's (Request for Quotations) and RFI's (Request for Information) with complete and comprehensive response packet according to the specifications.
- Responsible for underwriting and preparing Credit Approval Presentations for Bond Financing requests up to \$20MM

2007- 2014 Wells Fargo Bank El Paso, TX

*Sr. Business Relationship Manager*

- Manage a portfolio of approx 35 clients, highly concentrated in the Professional Industry, Real Estate Investors and a Tribal Government.
- Manage an existing \$20MM loan portfolio with an annual loan growth goal of \$8MM
- Responsible for meeting and exceeding all sales goals, retention, growth and management of compliance accountabilities related to my existing portfolio.
- Responsible for underwriting and preparing Credit Approval Presentations for any complex loan request over \$2MM.

2004-2007 Wells Fargo Bank El Paso, TX

*Branch Manager V*

- Responsible for the overall performance in sales, service and controls for one of the largest stores in the El Paso Market. The Downtown branch processed a total of 48,000 transactions a month.
- Managed a team of 4 Assistant Store Managers, 10 sales representative and 30+ tellers.
- Implemented training courses for the development of my team and grooming for promotional opportunities.

*Project Manager-Focused on the Pilot for Membership Banking Program*

- Wells Fargo career began in 1997 where I started as Personal Banker and Business Specialist in the state of California.

- Bachelors in Business Management from The University of Phoenix 2006

- Graduate of Transformational Leadership with Wells Fargo Bank in 2013. I completed an 8 month course to develop leadership skills and apply strategic ideas within the organization as an individual contributor.
- College of Commercial Credit with Wells Fargo Bank. Minor degree in commercial credit analysis. Minneapolis, MN (September 2009)
- Graduate of 2011 Leadership El Paso Class XXXIII
- Gateway Toastmasters of El Paso since 2007. Served as Secretary/Treasurer from June 2010 through June 2011

- Nominated and approved by the City of El Paso to serve as a Board Member of The El Paso Housing Finance Corporation from 2015 to present. Served on the hiring committee for the current Executive Director.
- Active leadership roles with the Greater El Paso Chamber of Commerce as Member of the Governing Board and Executive Committee from 2012 to present, Membership Chair from 2015 to present, Chair for the Women in Business Conference from 2015-

present with an average of 300 attendees, Finance Chair 2014, and Business Development Division Chair 2013. Responsible for heading up the new initiative as Chair of the newly formed Women's Program for the Chamber of Commerce commencing January 2018.

- Board Member for the American Red Cross from 2008-2010. Served on the Executive Committee and as Treasurer for this non-profit organization.
- Board Member and Past President for two consecutive years (2012 & 2013) of the El Paso Association of Government Lenders since 2009. Also served on the Executive Committee and Past Secretary/Treasurer.
- Board Member for the El Paso Collaborative from 2003-2007. Served on the Executive Committee and Chaired the Loan Committee for this non-profit organization.
- Have served multiple times as a panelist for SBA workshops and seminars along side other representatives of different financial institutions for small business lenders.



Legislation Text

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**File #:** 21-292, **Version:** 1

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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.*

Jerry Romero to the El Paso Housing Corporation 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*





## RESOLUTION

**WHEREAS**, the Housing Finance Corporation Act, Chapter 394 Local Government Code authorizes the creation of a Housing Finance Corporation; and

**WHEREAS**, the City of El Paso has approved the incorporation of the El Paso Housing Finance Corporation pursuant to the Housing Finance Corporations Act, which incorporation took place in 1979; and

**WHEREAS**, the Articles of Incorporation and the Articles of Amendment of the El Paso Housing Finance Corporation provide for appointment of members of the Board of Directors to be appointed by written resolution of the governing body of the City of El Paso, Texas.

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

Jerry Romero is appointed to the Board of Directors of the El Paso Housing Finance Corporation to fill the term that ends \_\_\_\_\_, 20\_\_\_\_.

**APPROVED** 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

## **Jerry Romero**

*Objective: To utilize my experience and skill to the best of my ability in order to meet the expectations and requirements of the position.*

### **Professional Experience**

#### **Wells Fargo Bank El Paso, N.A.**

*El Paso, Texas – May 2000 to present*

*VP/Community Development Director for Greater Texas, primary duties are to oversee all aspects of community development initiatives including reputation management, CRA reporting, community involvement, government relations, and interaction with community leaders, elected officials, municipalities, and nonprofit groups focused on Community Development programs that influence small business, affordable housing, financial health and economic development. Responsibilities include but are not limited to designing and implementing new programs, investments, and services as well as evaluating existing programs and services around the State of Texas. Specifically in all markets where Wells Fargo has a presence, with the exception of all major metropolitan areas. These markets include those located in the North Texas/Upper Brazos areas as well markets in El Paso and lastly all markets in Texas along the Texas/Mexico border. I have previously managed markets in Southern California and Southern Arizona.*

Sept 1998 to  
May 2000

#### **Bank of America El Paso, N.A.**

*El Paso, Texas*

Vice President & Client Manager for Professional & Executive Banking & Commercial Growth groups. Oversaw all aspects of the departments operations which included lending, deposit gathering, investments, and budget management. Main objectives, increase new business while maintaining and increasing our portfolio and revenues. The bank products and services were targeted at the professional, executive, and affluent markets, as well as businesses for commercial loans.

August 1987 to  
Sept 1998

#### **Wells Fargo (formally Norwest Bank El Paso, N.A.)**

*El Paso, Texas*

Positions held...Regulatory, Compliance and CRA manager. Duties included oversight of the bank policies and procedures that address all local, state and federal regulations that impacted this \$1.2 billion dollar bank, a regional branch of Wells Fargo (fka Norwest Bank N.A.) As the primary contact for the OCC and other regulators, I was responsible for all interaction with these agencies regarding our performance and evaluation of the bank. I was the main point of contact during the OCC examination for CRA & safety and soundness. With over twenty years of experience in banking and finance, I have held positions as a consumer and commercial loan officer. I have managed the Gold M Financial Center, Private Banking, as well as the Personal and Professional Banking departments for Norwest Bank, formally known as State National Bank.

July, 1984 to  
August, 1987

1977 to 2004

### **Barclays American/Financial**

*El Paso, Texas*

Recruited to open a new branch in El Paso, primary duties included consumer lending, dealer financing, and real estate lending. Additional duties included career development of new employees, controlling losses, and budget management.

## **Education**

### **UCLA/ Anderson Graduate School of Management / Latino Leadership Program**

*Certification June 2015*

### **University of Minnesota at Minneapolis / Federal Reserve Bank of San Francisco National Community Development Lending School**

*Graduate 2004*

### **NASD Series 6 & 63 Licensing Curriculum and Certification**

*Licensed Representative 1999*

### **Texas Banking Association Compliance School**

*Austin, Texas*

*Compliance Officer Certification 1997 & 1998*

### **American Institute of Banking**

*General Banking Diploma May 1991*

*Consumer Lending Diploma Spring 1992*

*Commercial Lending Diploma Spring 1992*

### **University of Texas at El Paso**

*El Paso, Texas*

*Business & Finance Studies 1977-1978*

## **Organizations**

### **Texas Emergency Services Retirement System**

*Austin, Texas 2020 – Present*

*Board Trustee*

### **Texas Workforce Investment Council**

*Austin, Texas 2019 – Oct. 2020*

*Council Member*

### **United Way of El Paso**

*El Paso, Texas 2019 – Present*

*Board Member*

### **El Paso Housing Finance Corporation**

*El Paso, Texas 2009 – Present*

*Board President, Board Member*

### **Texas Department of Housing and Community Affairs**

*Austin, Texas 1994 – 1996*

*Board Member*

### **Texas State Affordable Housing Corporation**

*Austin, Texas 1996 – 2008*

*Current Board Member March 2011- present*

*Former Chairman, Currently Vice Chairman & Audit Chair*

### **Texas Foundations Fund**

*Vice Chairman of the Board*

2010 - 2017

**El Paso Central Appraisal District**

*El Paso, Texas 2014 – 2018*

*Board Chairman*

**Texas Association of Local Housing Finance Agencies**

*Austin, Texas 2010 – 2013*

Board Member, Vice President & President

**Texas Community Capitol**

*Austin, Texas 2010 – 2014 2016 - 2018*

Board Member –Vice Chair

**City of El Paso Fair Housing Task Force**

Member – 2012 -2014

**Texas Foundations Fund**

*Austin, TX 2008 –Present*

Advisory Council Board Chair

**El Paso Collaborative for Community and Economic Development**

*El Paso, Texas 2000-2017*

*Board Chairman/member*

**Rural Development Finance Company**

*San Antonio, Texas 2001-2004*

*Board Member & Audit Committee Chair*

**ACCION Texas**

*San Antonio, Texas 2005-2008*

*Treasurer & Board Member*

**Texas Association of Mexican American Chambers of Commerce**

*Austin, Texas 2000-2006*

*Vice-Chair of Corporate Relations*

*Chairman of the Corporate Partners*

**Ronald McDonald House Charities of El Paso**

*El Paso, Texas 2000-2004*

*President, Treasurer & Board Member*

**Housing Authority of El Paso**

*El Paso, Texas 2004-2005*

*Board Commissioner*

**YMCA of El Paso**

*El Paso, Texas 2000-2003*

*Board Member & Committee Chair*

**YWCA Foundation Board of Trustee's**

*El Paso, Texas 2004-Present*

*Board Member*

**El Paso Independent School District  
Bond Oversight Committee**

*El Paso, Texas 2004-2006*

*Committee Member*

**Greater El Paso Chamber of Commerce**

*El Paso, Texas 1992 - Present*

*Board member, Executive Committee Member & Division Chair, Division member*

**El Paso Community College Foundation**

*El Paso, Texas 2004-2010*

*Board Member and Treasurer*

**Texas State Board of Dental Examiners**

*Austin, Texas June 2008- 2011*

*Board Member*

**Professional Organizations**

**American Institute of Banking**

**El Paso Chapter**

*Past President*

*Course Instructor*

**NASD (National Association of Securities Dealers)**

*Series 6, 63 Licensed Representative*

**Texas Bankers Association**

*Banking Compliance Officer*

**References upon request**



Legislation Text

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File #: 21-227, Version: 2

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

Mayor and Council, Representative Joe Molinar, (915) 212-0004

**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.*

Michelle Dioselina Esparza to the Committee on Border Relations by Representative Joe Molinar, District 4.

**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: Feb. 18, 2021

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR \_\_\_\_\_

Agenda for the Council Meeting of 03/02/2021

Item should read as follows: Appointment of Michelle Dioselina Esparza to the Committee on Border Relations by City Representative Joe Molinar, District 4

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Committee on Border Relations

NOMINATED BY: City Representative Joe Molinar DISTRICT: 4

NAME OF APPOINTEE Michelle Dioselina Esparza  
(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: Carla Owen

EXPIRATION DATE OF INCUMBENT: May 31, 2022

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_  
RESIGNED \_\_\_\_  
REMOVED X

DATE OF APPOINTMENT: March 2, 2021

**TERM BEGINS ON :** September 29, 2020

**EXPIRATION DATE OF NEW APPOINTEE:** May 31, 2022

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM: \_\_\_\_

UNEXPIRED TERM: \_\_\_\_

## **MICHELLE DIOSELINA ESPARZA**

### **EDUCATION**

#### **The Ohio State University Moritz College of Law**

*Juris Doctor*, May 2019

- Ohio State Journal of Criminal Law: Chief Managing Editor
- Moot Court Travel Team: Evidence Competition, New York
- Moot Court Governing Board: Justice of Advocacy Skills

#### **University of Texas at El Paso**

*Bachelor of Business Economics*, May 2016

- University Dance Team Captain

### **EMPLOYMENT**

#### **Mounce, Green, Myers, Safi, Paxson & Galatzan, El Paso, Texas, September 2019-Present**

*Associate Attorney*

- Focused on Cross-Border Business Litigation, Labor and Employment, School Law, Insurance Defense, and Appellate.

### **BAR AND COURT ADMISSIONS**

- State Bar of Texas, 2019
- United States District Court, Western District of Texas, 2020
- United States Court of Appeals, Fifth Circuit, 2020
- United States Court of Appeal, Tenth Circuit, 2020

### **PROFESSIONAL AND COMMUNITY ACTIVITIES**

- UTEP Alumni Association Board of Directors, Board Member, 2020
- El Paso Bar Association, Member, 2019
- Texas Council of School Attorneys, Member, 2020

### **PUBLICATIONS**

- *The Story of Dr. Lawrence a Nixon, A black doctor in El Paso, who successfully challenged to discriminatory Texas statutes in the U.S. Supreme Court*, El Paso Bar Journal, Fall 2020

### **EXPERIENCE**

#### **Mounce, Green, Myers, Safi, Paxson & Galatzan**

El Paso, Texas, Summer 2018

*Summer Law Clerk*

- Conducted legal research and drafted legal memoranda for cases involving cross-border business litigation, insurance defense, labor and employment, and school law.

#### **U.S. Department of Homeland Security**

Washington, D.C., Summer 2017

*Office of the General Counsel Regulatory Affairs Law Division, Legal Intern*

- Conducted legal research and drafted memos providing guidance for regulatory and administrative law practice matters.

#### **Federal Reserve Bank of Dallas**

Dallas and El Paso, Texas, August 2015-April 2016

*Economic Scholars Conference for Undergraduate Research, Presenter*

- Presented economic research on the state of the U.S.-Mexico border retail sector.

#### **Office of Congressman Beto O'Rourke**

El Paso, Texas, January 2015-June 2015

*Department of Defense and Veterans Affairs, Intern*

- Corresponded between federal agencies and constituents of the Texas-16 congressional district.

#### **Court Appointed Special Advocate**

El Paso, Texas, August 2014-December 2015

*CASA/Guardian Ad Litem*

- Advocated for the best interest of children who have been placed in the child welfare system.

**LANGUAGES:** Fluent in Spanish.



Legislation Text

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**File #: 21-275, 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.*

Cecilia Ochoa Levine to the Committee on Border Relations 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 23, 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 March 2, 2021

Item should read as follows: Appointment of Cecilia Ochoa Levine to the Committee on Border Relations

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Committee on Border Relations

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Cecilia Ochoa Levine  
(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: Arturo Barrio

EXPIRATION DATE OF INCUMBENT: 5/31/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED:       

RESIGNED       

REMOVED X

DATE OF APPOINTMENT: 3/2/2021

TERM BEGINS ON : 3/2/2021

EXPIRATION DATE OF NEW APPOINTEE: 5/31/2021

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM:       

2<sup>nd</sup> TERM:       

UNEXPIRED TERM: X



**Cecilia Ochoa Levine**

Cecilia Ochoa Levine has been owner of MFI International Mfg., LLC, headquartered in El Paso, Texas, since 1990. Prior to joining MFI, Levine was President and Founder of Ceci Inc. El Paso, Texas and Contratistas de Confecciones, Juarez, Mexico.

MFI is a Contract Assembler, producing diversified products for industries such as automotive, juvenile, home furnishings, pet, ladies accessories and apparel sectors. MFI also is a provider of Manufacturing, Warehousing, Distribution, Shelter and Consulting Services with offices and plants in Mexico and the United States.

MFI International's Shelter division has given Levine the opportunity to work with major companies including Kimberly Clark, Hasbro, Sara Lee, Pierre Deux and Evenflo, Temperpidic and other mattress companies in establishing manufacturing operations in Mexico and in the United States. She also has guided smaller companies during their start-up phase. Her design experience has been an asset to many of MFI's clients.

Levine has extensive experience in manufacturing, establishing world class production processes and procedures such as ISO certifications, continuous improvement programs and management skills processes, international trade, cross border cultural relationships and economic development.

She participated in Green7 de Mexico – an antimicrobial agent distribution company in Mexico. This product utilizes a technology developed at Emory University that will mitigate infectious diseases such as MRSA.

Levine is a partner in Innovei Asia with offices in Taiwan and with relationships with manufacturing plants in China. She also is a Director and Partner in Innovei Electronics a company that was incubated by MFI International with competencies based on electronic repair. They are certified by companies such as Apple Compute.

From 2003 to 2008, Levine, served as a member of the President's Export Council, which worked with the Department of Commerce, the U.S Trade Representative and the Executive Branch in promoting U.S. Exports. She participant in a fact-finding trips to China and Mexico with Secretary of Commerce Don Evans. In 2008 she was named Chairman of the US/Mexico Border District Export Council by Secretary of Commerce Carlos Gutierrez, a Council that has representation throughout the US and Mexican border region.

From 2002 to 2007, Levine served as a board member for the Federal Reserve Bank of Dallas, El Paso branch. Served from 2004-2007 as co-chairman.

From 1998 to 2000 she he was Co-Chairman of "Amigos de Bush" a supporting group of Republicans, Democrats and Independents from different states in the United States supporting President Bush's Hispanic values agenda and was awarded the opportunity to plan and execute a sanctioned event at the 2000 Presidential Inaugural events in Washington D.C. with over 800 participants.

Levine founded the US/Mexico Strategic Alliance which networks with various existing organizations to improve the life of U.S. and Mexican citizens living in the border regions of the United States and Mexico. She is also involved in a medical project to relocate used U.S. medical equipment to needy hospitals in Mexico as well as helps to promote the Medical Center of the America and board member of the Biomedical Cluster Juarez/El Paso with organizations as SIVAM (Society of Mexican Artistic Values).

Levine has been working for the last 8 years putting together the social ecosystem that will be housed in the Herzog and de Meuron El Punto project that will be built in Ciudad Juarez. El Punto will house a music conservatory, arts academy, (dance, photography, painting, sculpture etc.), Permaculture program, hospitality Institute, digital education programs “Paco El Chato”. This ecosystem will be replicable for other regions of the world. These programs are based on a prevention of violence, and addictions. El Punto vision is to work on projects that can help with dignifying humanity.

She was a founding member of the Midland, Texas Hispanic Chamber of Commerce in the 1980’s.

Levine was a guest speaker at the Entrepreneur Class in the Business School at Baylor University in Waco Texas for 20 years as well as having served as the Entrepreneur in Residence at the University of Texas at El Paso 2006.

In 2011 was invited to be board member for the Baylor University School of Business and served for 6 years.

In 2012 she was asked to speak at the 6<sup>th</sup> Annual Global Forum at the McBride Center for International Business the theme being “Women in the World Economy.”

In 2017 she was a Key Note Speaker at the Baylor School Ethics Forum.

She has been a guest speaker in South American countries on economic development and maquiladora opportunities and issues.

Levine presently serves as Vice President of Southwest Maquila Association.

She served in Nation Board of BBVA Compass Bank from 2012- 2016.

Levine serves in the local advisory board of Compass BBVA Bank 2011 - Present

From 2011 to Present – Has worked with Herzog and de Meuron Swiss Architectural Firm to create an architectural and social INCON for the US/Mexico Border. This will create the echo system that can start to define the true DNA of the region.

December 2016 to February 2016 – Participated in the organization (with the Juarez and El Paso Bishops) of Pope Francis to Ciudad Juarez and the design of the altar and podium for the Papal Mass.

In 2017 Mrs. Levine’s foundation worked with the State of Chihuahua Desarrollo Social in fixing 76 “centros de bienestar infantil” (center for low income children in Juarez)

In 2017 created a relationship with Earth Block organization to create sustainable spaces in Juarez.

Summer of 2017 became partner of Con Vision 20/20 an eye clinic in Ciudad Juarez as the first of the clinics that will be operating in the “Closter Medico de Juarez”

In 2018 open “y Coma” an education a social center for the medical cluster in Juarez.

Levine was invited by Bishop Mark Sipze to participate in the Blue Ribbon Committee to assist the Catholic Schools of El Paso in 2016. After developing a plan for the schools Levine and the Blue Ribbon Committee now became the Advisory Board for the El Paso Dioses Catholic Schools to work with Art Edu on the transformation of the schools.

## AWARDS AND RECOGNITIONS

In 2009 – “Manufacturer of the year” El Paso Hispanic Chamber of Commerce”

In 2007 - “Exporter of the year award given by the Small Business Association”

In 2006 -USHCC “National; and Regional Hispanic Business Woman of the Year Award”  
US Hispanic Chamber of Commerce

In 2006 – McDonald’s Hispanos Triunfadores

In 2005 – “Ser Empresario – Border-land Award”

In 2004 – “Orgullo Hispano- Galardón de La Mujer” - Guadalajara México

In 2004 – “Texas Association of Mexican American Chambers (TAMAC) Business Woman of the Year Award”

In 2003 – “Small Business Administration's Minority Women-Owned Business of the Year Award”

In 2002 – “League of Women Voter's Bravo Award”

In 2017 = Award given by the Mexican Council in El Paso representing the industry.

In 2017 – Award from Ambassador of Mexico in the US for work in the industry.

In 2017 – Hispanic Chamber of Commerce – MFI as manufacturer of the year.

In 2018 – Mexicanos Distinguidos – Secretaria de Relaciones Exteriores – Mexicanos en el exterior.

Cecilia Levine is currently or has been affiliated with the following National and International Organizations.

- Board member of Federal Reserve Bank of Dallas, El Paso Branch (Director)-Chairmen Protem - 2002-2007
- President's Export Council – 2003 - 2008
- World Trade Center – Chairman of the Board – 2001-2004
- Board member of El Paso Catholic Diocese – 1998-2011
- Paso del Norte Group – Co-Chairman Trilateral Committee for 1 yrs.
- Paisano Bi-national Immigration Advisory Committee – 2000 -2002
- Partnership for Prosperity – Bi National Competitiveness Committee Member 2003-2004
- & Production Sharing Action Force Committee Member – 2002-2004
  - US/Mexico Strategic Alliance – Founder and President
  - Lydia Patterson School board member 2000 – 2008
  - El Paso Museum of Art Foundation – 2001-2005
  - CINIME (Mexican National Maquiladora Association) through MSI (Mexican Company)
  - Member of El Paso Hispanic Chamber of Commerce
  - Mexican Federation of Private Health and Community Development Associations (FEMAP) 2000-2002
  - Hospital Civil de Guadalajara Foundation Board – 2000-2003
  - Governor’s Mansion Foundation “Austin Texas” – 2000-2003
  - Kids for Kids (an international initiative to have prodigy children help raise funds for children with cancer)
  - INDEX - AMAC - Cd. Juarez Maquiladora Council - through MSI (Mexican company) 2000 - Present
  - Plan Estrategico de Juarez – participant
  - Society of Corporate Compliance and Ethics -2002-2003
  - University of Texas in El Paso Entrepreneur in Residents 2 yrs.
  - Chairman of the US/México Border District Export Council – US Commerce Dept.-2008 – present
  - SIVAM- board member in Mexico, City and New York 2002- present
  - Mi Gran Esperanza- (supports children with cancer) board member in Guadalajara Mexico, 2002- present
  - National and Regional Advisory Board Member of BBVA/Compass Bank 2011 – 2015
  - BBVA Compass Advisory Board – 2011 -Present
  - Juarez Competitiva – US- 2011
  - Board of Directors of Orchestra Esperanza Azteca (3 youths orchestras in Juarez)
  - Baylor University School of Business Advisory Board Member



- Tecnológico de Monterrey Advisory Board in Cd. Juarez
- District Export Council – US – 2010 – Present
- Fondo Unido de Mexico – Untied Way – 2016 - Present
- Desarrollo Economico del Norte – Vice President - 2016
- Southwest Maquila Association – VICE President – 2010- present and Social Responsibility Committee Leader
- Member of Index 1987- Present
- Blue Ribbon Committee El Paso Catholic Diocese – 2017 – Present
- School Board Catholic Dioses of El Paso 2018
- Board and Secretary of Closter Bio Medico Juarez/El Paso 2017- Present
- Board of the DIF in Ciudad Juarez 2016-2018
- Board member of Esperanza Azteca Juarez Orchestra 2011- Present
- Board of Con Vision 20/20 – 2018 – Present
- Advisory Board El Paso Catholic Schools and Communication lead. 2018 – Present

She was born in Chihuahua, Chih., Mexico in 1950, moved to the United States in 1966 with her parents Juan Ochoa Reynoso, Emma Bunsow de Ochoa and eight brothers and sisters. Attended the University of Texas in El Paso where she studied geology. Cecilia became a naturalized U.S. Citizen in 1982. In 1988 became partners with Lance R. Levine and married shortly after. Cecilia has four children: Chia Wollschlager, Emma Schwartz married to Doug Schwartz, Lawrence Wollschlager, and Lance Michael Levine and Ali Welik. Cecilia has four grand-daughters McKenzie Stewart, Taylor Stewart, Sienna Schwartz and Milan Schwartz. Levine's hobbies are painting, interior and exterior decorating and travel, and the ARTS.



Legislation Text

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**File #: 21-282, Version: 1**

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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.*

Debra Fraire to the Tax Increment Reinvestment Zone Number 5 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***



# EL PASO INC. ■

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Debra Fraire  
Co-Owner and V.P. of Sales  
El Paso Inc. Newspaper

**Currently and for the past 25 years I have been the co-owner of the El Paso Inc. Newspapers. My main focus is advertising sales, new product ideas and mentoring of the new generation to come.**

*I came to El Paso 33 years ago with my husband and daughter to build our life and to become part of the community. For the better part of that time, we lived in the County, but I have always been very active in the City of El Paso. My husband is first generation and was raised in the Canutillo area and that is the area he loved.*

*One of my first positions in El Paso was with the El Paso Times as a manager in the circulation department. I managed all home delivery from downtown to George Dieter, both sides of the freeway. My responsibilities were to grow circulation, keep home delivery timely and accurate and at a miss rate of less than 1%. This was during the time that the El Paso Times had a Sunday circulation of 120,000! I hired all carriers 150 plus and assisted in the monthly collections of all subscriptions. (during that time the carrier collected 65% of the subscription money and turned it into the manager).*

*In 1995 I was approach by Tom Fenton who at the time was with the Freedom Forum in Switzerland to hop on board and help build a business/lifestyle publication. Our goal was to celebrate El Paso and its business community, big and small. I believe we accomplished that.*

*I have always had a passion for this community and its culture, the people that live and work here and the diversity that brings El Paso to life.*

**1998 – 2000 President Home and School Association St. Patrick's School** responsible for increasing fundraising year over year by \$20,000 plus.

# EL PASO INC. ■

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*1997-2000 **Women's Advisory Board, Las Palmas Medical Center**, 1 year as President of the Board. During that year I changed things up a bit and instead of a health fair we did a Women's Health Fair that included young women 16 and above. I wanted to address the issues; teen pregnancy and how to manage young relationships. This was an extremely successful event with an attendance of 300 plus young girls from the YISD school district. Unfortunately, the advisory board was disbanded the following year.*

*2001 – 2006 **El Paso Child Guidance Center** Board Member.*

*2000 – 2007 **Cathedral High School** Board Member.*

*2014 – 2020 **Ronald McDonald House Charities**. Active in the raising of funds, Secretary of the Executive Board. Currently on the advisory board.*

I have raised 2 successful children that have moved on with their lives. My daughter lives in Austin with her 2 dogs. She is a practice Manager for Banfield and will be setting up the first free standing Banfield (not attached to PetsMart) in Texas. My son and daughter-in-law live in McAllen. My son is a financial analyst for an arm of Exxon. They have made me a proud and happy Nana.

My proudest moment these days is the fact despite COVID, El Paso Inc. newspapers are thriving which is testament to our mission and the loyalty of our readers and advertisers.



Legislation Text

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**File #: 21-283, Version: 1**

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

City Clerk's Office, 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.*

George E. Salom, Jr. to the Tax Increment Reinvestment Zone Number 5 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*





George E. Salom, Jr

Education: University of San Francisco  
Arts and Sciences  
Bachelor of Arts in Politics 1998  
Double Minor in Philosophy and Theology 1998

Cathedral High School Class of 1992

Experience:

2002-present The Shalom Group/EP Shalom/EP Shalom II  
*Founder/Partner*  
Manage operations of 450,000 plus square foot office and retail properties.

2001-present: 88 Investments, Inc.  
Manage real property specializing in TV, radio and other communications.

1999-present: Salom Investments  
Manage operations of commercial properties and apartment units.

Additional Served or currently serve on Zoning Board of Adjustments – City of El Paso; El Paso Pro-Musica Board of Directors; International Bridge Commission for the City of El Paso; Commission on Border Relations; America Magazine Board of Directors; Downtown Management District Board of Directors; Sacred Heart Church Finance Committee; El Paso Central Business Association

References upon request.



Legislation Text

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**File #: 21-284, Version: 1**

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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.*

Elliot Berg to the Tax Increment Reinvestment Zone Number 5 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 23, 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 March 2, 2021

Item should read as follows: Appointment of Elliot Berg to the Tax Increment Reinvestment Zone Number 5

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Tax Increment Reinvestment Zone Number 5

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Elliot 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:           

CITY:            ST:            ZIP:            PHONE:           

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: VACANT

EXPIRATION DATE OF INCUMBENT:           

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED:           

RESIGNED           

REMOVED           

DATE OF APPOINTMENT: 3/2/2021

TERM BEGINS ON : 3/2/2021

EXPIRATION DATE OF NEW APPOINTEE: 3/2/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM:           

UNEXPIRED TERM:

## **Elliot Berg**

### **The Shalom Group, LP.**

The Shalom Group, LP. was founded in 2005 to provide real estate management and investment opportunities in El Paso, Texas. With over 35 years experience in the real estate business, our portfolio has steadily grown over the years. The Shalom Group began with investments in retail and office projects and our portfolio now includes over 10 shopping centers ranging in size from 8,000 to 20,000 square feet and office/ warehouse projects ranging in size from 1,500 to 365,000 square feet in El Paso, Texas. The Shalom Group only manages properties in which we have a vested interest, so we take great pride and extra care to insure that our properties are well maintained and that our property management is responsive to our tenants' needs. This broad expansion and management philosophy has offered significant opportunities for our tenants as well as the investors in the projects we manage.

Whether you are nationally recognized or establishing your first business endeavor, with our open and responsive approach, we make deals happen. If you need a commercial location, build to suit or pad site in the El Paso area, The Shalom Group has it. Make the right choice - make it The Shalom Group.

Elliot Berg comes to the Shalom Group with a Juris Doctor from Pepperdine School of Law and a BA from the University of Southern California. As a state licensed attorney in the state of California, and a member of the California Bar Association, Elliot maintains his own legal practice - focusing on business startups and new business ventures. In conjunction with his legal profession, Elliot pursues a portfolio of business initiatives including the development and ongoing management of ventures in the printing, fundraising, retail, and entertainment sectors.

Elliot brings a keen strategic and management acumen to The Shalom Group table. His vast experience and skill set afford The Shalom Group solid new business development and sound management expertise. Elliot stewards all of The Shalom Group's commercial activities and provides the guidance and infrastructure for ongoing operations.



Legislation Text

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**File #: 21-285, Version: 1**

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

City Clerk's Office, 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.*

Laura Enriquez to the Tax Increment Reinvestment Zone Number 5 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 23, 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 March 2, 2021

Item should read as follows: Appointment of Laura Enriquez to the Tax Increment Reinvestment Zone Number 5

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Tax Increment Reinvestment Zone Number 5

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Laura Enriquez  
(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: \_\_\_\_\_

**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: VACANT

EXPIRATION DATE OF INCUMBENT: \_\_\_\_\_

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_

RESIGNED \_\_\_\_\_

REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 3/2/2021

TERM BEGINS ON : 3/2/2021

EXPIRATION DATE OF NEW APPOINTEE: 3/2/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: \_\_\_\_\_

**LAURA M. ENRIQUEZ  
B.A., J.D.  
BOARD CERTIFIED  
PERSONAL INJURY TRIAL LAW,  
TEXAS BOARD OF LEGAL SPECIALIZATION**

**EDUCATIONAL BACKGROUND**

- |      |   |
|------|---|
| 1988 | High School Degree<br>Laura Montalvo (maiden name)<br>John F. Kennedy<br>San Antonio, Texas   |
| 1992 | University of Texas at Austin<br>B.A.   |
| 1996 | Baylor University School of Law, Doctor of Jurisprudence<br>Order of Barristers, Top Ten Speaker<br>Legal Intern for the Honorable Bob L. Thomas, Chief Judge<br>Tenth Court of Appeals |



## **AWARDS/ACTIVITIES/PROFESSIONAL**

Board Certified, Personal Injury Trial Law, Texas Board of Legal Specialization, only Female practicing on the defense in El Paso, Texas

Named Outstanding Lawyer in 2011 by the El Paso Bar Association

Named Outstanding Lawyer in 2017 by the Mexican American Bar Association of El Paso

Named Outstanding Member in 2013 by the Mexican American Bar Association of El Paso

Best Lawyers in America 2020-21

Best Lawyers in America 2019-20

Best Lawyers in America 2018-19

Texas Super Lawyer, Texas Monthly 2020

Texas Super Lawyer, Texas Monthly 2019

Texas Super Lawyer, Texas Monthly 2018

Texas Super Lawyer, Texas Monthly 2017

Texas Super Lawyer, Texas Monthly 2016

Texas Super Lawyer, Texas Monthly 2015

Texas Super Lawyer, Texas Monthly 2014

Texas Super Lawyer, Texas Monthly 2013

Texas Super Lawyer, Rising Star, Personal Injury Defense 2009

Texas Super Lawyer, Rising Star, Medical Malpractice Defense 2006

Named Access to Justice Pro Bono Champion, Texas Bar Journal, December 2017

American Board of Trial Advocates (ABOTA), Associate

President, El Paso Chapter American Board of Trial Advocates 2013-2014,

First and only Female President in the history of the organization of the most prestigious group of trial lawyers

El Paso Bar Association President 2014-2015

Mexican American Bar Association of El Paso, President 2013-2014

El Paso Times Judicial Endorsement Committee 2012, 2014 and 2016

President's Award, El Paso Bar Association, 2019

### **PRACTICE DESCRIPTION**

Licensed to Practice Law in Texas since 1996 and New Mexico since 1997

Trial lawyer with extensive trial experience in Texas and New Mexico courts with catastrophic injuries, including federal courts

Principal areas of practice include personal injury, premises liability, products liability, transportation litigation, construction litigation, workers' compensation, non-subscriber representation insurance, bad faith/extra-contractual litigation, civil rights litigation, professional liability and labor and employment

Former Assistant District Attorney with the 34<sup>th</sup> Judicial District in El Paso, Texas, West Texas H.I.D.T.A. Legal Initiative Attorney

### **NON-LEGAL ORGANIZATIONAL INVOLVEMENT**

Texas Lyceum Director 2012-2017, state-wide leadership organization

Texas Lyceum Executive Committee 2017

Texas Lyceum, Nominating Committee, 2013

### **PERSONAL INFORMATION AND LANGUAGES**

Married with 3 children, Daniela 18, Diego 16 and Lucas 12

Native Spanish speaker



Legislation Text

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**File #: 21-274, Version: 2**

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

Mayor and Council, Representative Joe Molinar, (915) 212-0004

**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.*

Renee Jimenez to the Building and Standards Commission by Representative Joe Molinar, District 4.

**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: 2/23/21

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR \_\_\_\_\_

Agenda for the Council Meeting of March 2, 2021

Appointment of Renee Jimenez to the Building and Standards Commission by City

Item should read as follows: Representative Joe Molinar, District 4.

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Building And Standards Commission

NOMINATED BY: City Representative Joe Molinar DISTRICT: Four

NAME OF APPOINTEE Renee Jimenez  
(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: Vacant

EXPIRATION DATE OF INCUMBENT: \_\_\_\_\_

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_  
RESIGNED \_\_\_\_\_  
REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 03/02/21

TERM BEGINS ON : 11/01/2020

EXPIRATION DATE OF NEW APPOINTEE: 10/31/2021

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: \_\_\_\_\_

## MAIN CONTACT

**RENÉE JIMÉNEZ**, AIA, LEED AP

MNK Principal-In\_charge | Sustainability Administrator



### Education

B.A. in Environmental Design, Texas A & M University

### Registrations

Licensed in Texas  
Licensed in Arizona

### Affiliations

- Greater El Paso Chamber of Commerce Board of Directors, 2009 - current
- First Light Credit Union, Board Member, 2014-2019
- USGBC Chihuahuan Desert Chapter. Board Member and Founding Chair 2007-2009
- GEPCC Leadership Class, 35
- Border Plex Member
- Rotary Club of EP, Member, 2009 - current
- Paso Del Norte Group, 2012
- AIA El Paso Chapter Board Member, 2012-2019
- El Paso Community Foundation Investor Committee Member, 2018 - current
- Kaboom Volunteer, 2012
- USGBC West Region Council Representative
- Community En Accion Board Member

### References

Dr. Xavier de la Torre | YISD Superintendent

Madeline Sara

EPISD Project Program Manager | Jacobs

Renée Jiménez, is the President and CEO of MNK Architects, Inc. where she has been demonstrating her professional acumen and commitment to providing exceptional professional services for almost ten years, becoming a Principal in 2009, and elected President in 2012. Her leadership and effective management skills have led large consultant teams and multi-faceted client stakeholder groups through the process of designing projects, while satisfying budgets and timelines. Renée Jimenez's exceptional leadership and involvement ensures projects exceed expectations, and clients continue to ask for MNK.

While at MNK Architects, Mrs. Jiménez has been actively involved in sustainability endeavors. She became a LEED AP in 2003 and was instrumental in founding the first local chapter – the USGBC Chihuahuan Desert Chapter, originally serving Las Cruces, El Paso and Ciudad Juarez, where she served as its founding Chair. In 2009 she was nominated to sit on the EPISD Go Green Accountability Committee and also sat on the USGBC West Region Council from 2007-2012. She was nominated to represent the West region Council on the Chapter Steering Committee in 2010 where she served two years advising the board on chapter policies and served as liaison between the board and the chapter community. Mrs. Jiménez has taken a key role in leading the way and implementing sustainable practices within this part of the Southwest.

### Project Experience

- Paso Del Norte Port of Entry  
LEED Silver
- SISD Butler Elementary School  
LEED GOLD
- SISD Puentes Middle School  
LEED GOLD
- Eastside Regional Command Center  
GREEN GLOBE CERTIFICATION
- SISD Montwood High School
- SISD Montana Elementary School  
LEED Administration Services Only
- Southwest University Ballpark  
LEED Gold
- SISD Hilley & Escontrias Elementary School HVAC Modifications
- TISD Tornillo High School Athletic Complex
- CISD Canutillo Middle School Building Addition and Renovations
- EPISD Burges High School
- EPISD El Paso High School
- EPISD El Paso High School Baseball Complex
- EPISD Canyon Hills MS Classroom Addition
- EPISD Henderson MS HVAC Modifications
- EPISD Brown MS HVAC Modifications
- EPISD Administrative Complex Programming + Site Planning
- EPISD Lundy ES Campus
- EPISD Herrera ES Campus
- EPISD Replacement of Non-Compliant Playground Structures Districtwide
- EPISD Hughey Elementary Classroom Addition
- EPISD Hughey Elementary Cafeteria | Kitchen Expansion
- EPISD Milam Elementary Classroom Addition + Cafeteria | Kitchen Expansion
- EPISD Rivera ES HVAC Modifications
- EPISD Hart Elementary Reconstruction
- YISD Ysleta High School Renovation
- YISD Pasodale Elementary School Library + Cafeteria Addition
- EPCC Valle Verde Campus Student Services Building Renovation
- EPCC Valle Verde Campus Space Planning | Programming
- UTEP Fox Fine Arts + Wiseman Theater Acoustical Study
- UTEP Physical Science Building
- City of El Paso Eastside Sports (Soccer) Complex
- City of El Paso Museum of History Digital Wall + Pavilion
- Alamito Hope VI
- EPIA Airport East Concourse Expansion and Renovation
- EPIA Aircraft Rescue & Fire Station
- EPIA Concourse "A" Restrooms Renovation
- Paso Del Norte Port of Entry
- City of El Paso Cohen Stadium Facilities Condition Assessment



Legislation Text

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File #: 21-224, Version: 1

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

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

**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.*

Tephania L. Hopper to the Veterans Affairs 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: 02/17/2021

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 March 2, 2021

Appointment of Tephania Hopper to the Veterans Affairs Advisory Committee by

Item should read as follows: Representative Peter Svarzbein, District 1

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Veterans Affairs Advisory Committee

NOMINATED BY: Representative Peter Svarzbein DISTRICT: 1

NAME OF APPOINTEE Tephania Hopper

(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: NONE

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: NONE

**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: Andrea Hutchins

EXPIRATION DATE OF INCUMBENT: 09/07/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_  
RESIGNED X  
REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 03/02/2021

TERM BEGINS ON : 03/02/2021

EXPIRATION DATE OF NEW APPOINTEE: 09/07/2021

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: \_\_\_\_\_

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: X



# Tephanie L. Hopper

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## PROFESSIONAL EXPERIENCE

### Army Volunteer Corps Manager, GS-301-11

US Army Installation Management Command (IMCOM)  
Directorate Morale Welfare & Recreation-Fort Bliss, Texas

06/2005-Present  
Hours per week: 40

#### Duties, Accomplishments, and Related Skills:

**PROGRAM MANAGER:** Serve as Program Manager with the Army Community Service. Currently, manage the Fort Bliss Army Volunteer Corps program. Assess organizational needs and capacity for volunteers. Developed numerous strategic partnerships between the Fort Bliss Army Volunteer Program and various non-profits. Assist managers in forecasting the impact of staff changes to reduce staff shortages. Implement and support volunteer management policies, strategies, practices, and projects—published standard operating procedures, orientation handbooks, articles, and other media for publication and dissemination. Conduct planning to gather and interpret information and data for assessing volunteer and staffing requirements. Plan and implement strategic action plans for program performance improvement and change management. Track priorities and evaluate plans to ensure mission coverage. Advise executive leadership, managers in volunteer management, regulatory compliance, employee relations, and recruitment. Meets budgetary objectives and adjust program constraints based on financial analysis.

**TRAINER:** Proven work experience as a trainer, training coordinator, and facilitator. Formulates teaching outline and determines instructional methods such as individual training group instruction, lectures, conferences, and workshops. Designed and implemented highly informative management classes for an audience of fifty to 100 in attendance and frequently recognized as knowledgeable, energetic, and provided training and presentation to over 1000 in the past year with a 98% success rate.

**RECRUITMENT AND MARKETING:** Analyze and evaluate an organization's current volunteer staffing situation, including turnover and vacancies. Guide management on all recruitment and placement issues and recommend methods and strategies to resolve the loss of skilled volunteers. Coordinate organizations' specific recruitment needs to ensure prospective volunteers emerge who possess the requesting manager's desired skills and knowledge. Liaise with public relations and media contacts. Recommends priorities, develop strategies, and directs the execution of market research, analysis, and assessment.

**SOCIAL MEDIA:** Developed integrated social-media plan with Facebook, Instagram, and Twitter, increasing conversion rates by 40 percent and monthly customer engagement by 30 percent. Craft engaging posts, analyze campaign performance and communicating with people via the company's social channel.

## Key Accomplishments

- Selected by the Army to teach at the Points of Light Volunteer Conference, where nonprofit, government, business and civic leaders go to connect, collaborate, gain and share the knowledge and resources needed to galvanize the power of people to create change.
- In partnership with Fort Bliss Employment Readiness Program, led the Fort Bliss Teen Volunteer and Job Fair, resulting in over 90% of the teens receiving jobs and volunteer opportunities.
- Wrote the Fort Bliss Army Volunteer Corps Standard Operating Procedures, Army Community Service Volunteer Handbook and Fort Bliss Installation Awards Handbook.

#### **Equal Opportunity Counselor (Collateral Duty)**

US Army Installation Management Command (IMCOM)  
Directorate Morale Welfare & Recreation-Fort Bliss, Texas

10/2018-Present  
Hours per week: 2

#### **Duties, Accomplishments, and Related Skills:**

##### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) COUNSELOR (Collateral Duty)**

Evaluate formal complaints of discrimination filed by federal employees. Advise the aggrieved person about the EEO complaint process. Determine the claim(s) and basis (es) raised by the potential complaint. Conduct an inquiry during the initial interview with the aggrieved person to determine jurisdictional questions—Drafts analytical decisions supported by EEO case law, special emphasis on employment, and reasonable accommodations. Facilitate meetings to resolve employment disputes.

#### **Podcast Host and Producer**

Talking Nonprofits with Tephane

07/2020-Present  
Hours per week: 3

#### **Duties, Accomplishments, and Related Skills**

Plan the show and research topics. Provide commentary that engages the audience, write show scripts, book guest, interview guests and record the podcasts. Track producing and managing audio production. Create social media posts and website write ups to promote the podcast.

- Recorded nearly 30 shows with such guest as the Headstrong Project Executive Director, Mission Continues Executive Director and American Heart Association Vice President
- Received over 2500 plays since July

#### **Volunteer Roles:**

##### **Diversity Director (Volunteer)**

El Paso Society of Human Resource Manager (SHRM)

01/2020-Present  
Hours per week: 2

#### **Duties, Accomplishments, and Related Skills**

Lead diversity and inclusion efforts of El Paso SHRM. Identify activation tactics that build alignment and commitment with leaders at every level of the community—from the executive directors, to the middle managers and individuals to help increase diversity and inclusion. Provide presentations help to identify both diversity programs and speakers for conferences or chapter programs. Coordinate efforts in developing diversity initiatives that can serve as models for other.

#### **Mediator (Volunteer)**

01/2019-Present

## Duties, Accomplishments, and Related Skills:

MEDIATOR: Facilitate communication between the parties in conflict to help them reach a voluntary resolution to their dispute that is timely, fair, and cost-effective. Assess the capacity of the parties to negotiate their interests effectively. Resolve problems that often involve conflicting or incomplete information. Developed the ability to find common ground by succinctly and impartially summarizing complex employment issues, such as the cause of the disciplinary problems, complaints, and absenteeism. Conduct the mediation process impartially.

**Chapter Captain (Volunteer)**

03/2017-03/2018

Team Red, White, and Blue (RWB)

Hours per week: 10

El Paso, TX

## Duties, Accomplishments, and Related Skills:

CHAPTER CAPTAIN: Responsible for chapter conduct and mission accomplishment for 1200+ members. Grew chapter membership by 20% by recruiting and leading 35 volunteer leaders through effective communication and authentic relationships. Coordinated and hosted 118 local events with 1,200+ participants and assisted Outreach and Engagement Directors in establishing and growing several key relationships, to include Veterans Nonprofit, Veterans One-Stop-Shop, Trail Race Over Texas. Controlled chapter expenditures of 10K, properly executed for local events to enrich the lives of members. Managed monthly newsletters, events, memberships, and reports through the CRM platform and Salesforce. Oversaw approximately 35 volunteers. Collaborated with the team and increased membership by 40%. Coordinated the Eagle Leadership Camp with over 25 Eagle Leaders in attendance. Collaboratively with the group organized the Old Glory Relay, a 4,300-mile journey across America to honor and connect veterans while celebrating all that unites us as a nation.

## **EDUCATION & DEPARTMENT OF DEFENSE PROFESSIONAL EDUCATION**

- Enrolled in the MBA with a concentration in Human Resource with Park University, Completion Expected March 2021
- BS in Health Care Management, Park University, 2005
- Army Volunteer Corps Program Managers Course, MWR Academy, 2005
- Advanced Special Events Management, MWR Academy, 2006
- Marketing 101, MWR Academy, 2006
- Army Community Service Master Training Course, MWR Academy, 2009
- Contract Officer Representative, 2017
- Equal Employment Opportunity Counselor Training, 2018
- Alternate Mediation Training, Justice Center Atlanta 2018
- Active Shooter Train the Trainer, Texas A & M, 2019
- Civilian Education System-Intermediate Course, 2020

## **ADDITIONAL TRAINING**

- Introduction to Public Relations-University of Texas-El Paso, 2005
- Strategic Human Resource-University of Texas El Paso, 2016
- Project Management-University of Texas El Paso, 2016
- Diversity and Inclusion and the New Leader-Society of Human Resource Management, 2018
- FMLA: What It Is and How to Prevent Abuse: Society of Human Resource Management, 2019
- Employing Abilities @ Work Certificate: Society of Human Resource Management, 2019

## **AWARDS & RECOGNITION**

- Federal Executive Association of El Paso-Excellence in Public Service, 2015
- Extraordinary Ladies in the Community, 2018
- MWR Team Award, 2018
- Greater Chamber of El Paso Star on the Mountain Certificate, 2019
- El Paso Society of Human Resource-Member of the Month, 2019



Legislation Text

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File #: 21-242, 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 B)

**BACKGROUND / DISCUSSION:**

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

Approve property tax overpayment refunds 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:** March 2, 2021

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:** Maria O. Pasillas, (915) 212-1737

**DISTRICT(S) AFFECTED:** All

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

**SUBGOAL:** 6.11 Provide efficient and effective services to taxpayers

**SUBJECT:**

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

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

**BACKGROUND / DISCUSSION:**

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

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

**PRIOR COUNCIL ACTION:**

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

Council has considered this previously on a routine basis.

**AMOUNT AND SOURCE OF FUNDING:**

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

N/A

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

**DEPARTMENT HEAD:** Sheryl R. Mack for Maria O. Pasillas  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



TAX REFUNDS  
March 2, 2021

1. Escrow Inc., in the amount of \$4,797.14, made an overpayment on February 1, 2021 of 2020 taxes.  
(Geo. # B746-999-0020-1700)
2. Adrianna G. Bohls, in the amount of \$3,143.84, made an overpayment on January 28, 2021 of 2020 taxes.  
(Geo. # C340-999-0110-3100)
3. Adrianna Bohls, in the amount of \$2,638.14, made an overpayment on January 29, 2021 of 2020 taxes.  
(Geo. # C340-999-0110-3101)
4. Escrow Inc., in the amount of \$5,686.43, made an overpayment on January 23, 2021 of 2020 taxes.  
(Geo. # C518-999-0720-3700)
5. Sylvia C. Svarzbein, in the amount of \$3,996.50, made an overpayment on February 1, 2021 of 2020 taxes.  
(Geo. #C840-999-0270-5400)
6. TexStar Escrow, in the amount of \$3,582.94, made an overpayment on February 1, 2021 of 2020 taxes.  
(K216-999-0600-5800)
7. Accumatch, in the amount of \$168,595.40, made an overpayment on December 11, 2020 of 2020 taxes.  
(T287-999-5310-0300)
8. TexStar Escrow, in the amount of \$3,638.77, made an overpayment on January 15, 2021 of 2020 taxes.  
(V893-999-1900-4100)
9. Corelogic Tax Svcs., LLC / Nationstar Mrtg., in the amount of \$11,594.50, made an overpayment on December 22, 2020 of 2020 taxes.  
(X579-999-2280-3000)
10. Corelogic Tax Svcs., LLC / Nationstar Mrtg., in the amount of \$11,594.50, made an overpayment on December 22, 2020 of 2020 taxes.  
(X579-999-2280-4000)

11. Corelogic Tax Svcs., LLC / Nationstar Mrtg., in the amount of \$19,343.84, made an overpayment on December 22, 2020 of 2020 taxes.  
(X579-999-2280-5000)
12. Lereta, LLC, in the amount of \$2,982.92, made an overpayment on December 31, 2020 of 2020 taxes.  
(M395-999-0220-2000)

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Laura D. Prine  
City Clerk

*Sheryl R. Mack for Maria O. Pasillas*  
Maria O. Pasillas, RTA  
Tax Assessor Collector



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

ESCROW INC  
11395 JAMES WATT A4  
EL PASO, TX 79936

OP  
+2500  
CITY TAX  
OFFICE  
FEB 17 2021

Gco No. B746-999-0020-1700	Prop ID 160780
Legal Description of the Property 2 BRILLO DE LA LUNA LOT 17 (10186.00 SQ FT) 6220 BRILLO LUNA ST	
OWNER: HERRERA JOSE A & RUBY	

2020 OVERAGE AMOUNT \$4,797.14

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 18: CANUTILLO 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. 31.11e). 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 Name:			
	Address:			
	City, State, Zip:			
	Daytime Phone:			
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
	ESCROW INC	110442	1-28-2021	4797.14
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) Rhonda Over		PRINTED NAME & DATE Rhonda Over 2-17-2021	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: [Signature] Date: 02/19/2021				



ANDREA  
ACT80122 v1.90

ACCOUNT NO (B74699900201700): Lien ID H-015635986 inserted amount = 426.65, file\_date  
12/20/2016 on 05/11/2017

02/19/2021 15:48:11  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

## Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.				
A02102179	B74699900201700								
Check/Receipt Images	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
A02102179	02/01/2021	46891405	110442	CH	\$35,082.25	\$4,797.14	LG	B74699900201700	24147210-ESCROW INC
EC01292198	01/29/2021	46882761	CC003991417	EC	\$9,412.24	\$9,412.24	PA	B74699900201700	25368953-ALFONSO L M
EC08172085	08/17/2020	44494729	CC002137829	EC	\$2,018.62	\$2,018.62	PA	B74699900201700	26626520-ALFONSO L M
B02042081	01/21/2019	43542126	108241	CH	\$22,805.66	\$2,265.40	AA	B74699900201700	24147210-ESCROW INC
A01281936	01/28/2019	40159299	15958	CH	\$5,409.62	\$5,409.62	PA	B74699900201700	1511774-STEWART TITLE
A07121366	07/12/2018	38458202	5475	CH	\$650.50	\$650.50	PA	B74699900201700	1511774-STEWART TITLE
EC01211698	01/21/2018	37539984	CC001326721	EC	\$735.99	\$5,730.05	PA	B74699900201700	22149789-ALFONSO MEL
EC01211798	01/21/2017	34588241	CC001550022	EC	\$4,838.34	\$4,838.34	PA	B74699900201700	25276901-ALFONSO L M
EC02011628	02/01/2016	21544990	CC001293247	EC	\$4,788.67	\$4,788.67	PA	B74699900201700	24443622-AL MELENDEZ
EC020215681	02/05/2015	28627302	CC000884521	CH	\$4,658.72	\$4,658.72	PA	B74699900201700	23018712-ALFONSO MEL
EC020215681	02/05/2015	28627302	CC000884521	CH	\$4,658.72	\$4,658.72	RV	B74699900201700	23018712-ALFONSO MEL
EC020215681	01/21/2015	28681288	CC000884521	CH	\$4,658.72	\$4,658.72	AA	B74699900201700	23018712-ALFONSO MEL
Applied Total						\$32,432.66			

*Acord*



MARIA O. PASHLEY, 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 05 2021

106580

106580

ADRIANNA BOHLS  
1336 DESERT JEWEL DR  
EL PASO, TX 79912

*OP*  
*x2500*

Gen No  
110 004 010 110  
Legal Description of the Property  
CHAPARRAL PARK SUB OF 10 TRACT  
118 FT BEG 515 FT ELY OF NE 1/4  
QUAD 111 115 15 00 30 111  
6621 ESCROWED TO THE CITY  
OWNER: BOHLS ADRIANNA MARCE

2020 OVERAGE AMOUNT \$3,143.84

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. 31.11e) 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 whom ever will be receiving the refund

Who should the refund be issued to:

Name: *Adrianna G Bohls*  
Address: *1336 Desert Jewel*  
City, State, Zip: *El Paso TX 79912*  
Daytime Phone No: *915-873-7324*  
E-Mail Address: *Saulgarcia1933@yahoo.com*  
*adriannabohls@aol.net*

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
<i>Wells Fargo</i>	<i>Debit Card</i>	<i>1-29-21</i>	<i>3,143.84</i>
<i>Visa</i>	<i>4342 5650 0821 0586</i>		
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.

Signature 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

*Jma 2/10/21*

*Adrianna G Bohls*

*Adrianna G Bohls 2-5-21*

TAX OFFICE USE ONLY

Approved: *[Signature]* Denied: *[Signature]* By: *[Signature]*

Date: *02/09/2021*

Print Date: 02/24/2021

ANDREA  
ACT80122 v1.90

CREDIT CARD

02/09/2021 16:56:35  
ACTEP

DEPOSIT

Remittance

Detail

## Summary Query

## Summary

Deposit No	Account No	Remit Seq No	Check No	Payment Amount	Payment Agreement No					
IP01292198	C34099901103100									
Check/Receipt Images	Deposit No	Receipt Date	Remit Seq No	Check No	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	IP01292198	01/28/2021	46521348	CC003530211	CR	\$3,143.84	\$3,143.84	LG	C34099901103100	29349318-ADRIANNA BC
	IP01292198	01/28/2021	46520725	CC003519114	CR	\$3,143.84	\$3,143.84	PA	C34099901103100	29348898-ADRIANNA GI
	IP01292098	01/28/2020	43345281	CC002832040	CR	\$2,094.80	\$2,094.80	PA	C34099901103100	28067152-ADRIANNA GI
	EC01111941	01/11/2019	39895271	CC002261993	EC	\$2,014.04	\$2,014.04	PA	C34099901103100	26912570-ADRIANNA GI
	EC01081838	01/08/2018	36875724	CC001834557	EC	\$2,933.01	\$2,933.01	PA	C34099901103100	25975396-ADRIANNA BC
	EC11101598	11/10/2016	32948227	CC001389001	EC	\$1,181.40	\$1,181.40	PA	C34099901103100	24903501-SAULO GARC
	IP11101598	11/09/2015	29825632	CC001098311	CR	\$1,150.58	\$1,150.58	PA	C34099901103100	24085674-ADRIANNA GI
*	X1202141007	12/02/2014	27107250	01917	CH	\$1,322.79	\$1,322.79	PA	C34099901103100	GARCIA SAUL O & BOBB
	A05051441	05/05/2014	26210649	626	CH	\$842.45	\$842.45	PA	C34099901103100	GARCIA SAUL O & BOBB
	A03191465	03/19/2014	26031882	621	CH	\$321.25	\$321.25	PA	C34099901103100	GARCIA SAUL O & BOBB
*	X1218121002	12/18/2012	24468537	02312	CH	\$321.25	\$321.25	PA	C34099901103100	GARCIA SAUL O & BOBB
*	X0204122012	01/21/2012	22958962	01961	CH	\$1,323.14	\$1,323.22	PA	C34099901103100	GARCIA SAUL O & BOBB
Applied Total							535,327.01			





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 05 2021

ADRIANNA BOHLS  
1336 DESERT JEWEL DR  
EL PASO, TX 79912

Geo No. C340-999-0110-3101 Prop ID 315722  
Legal Description of the Property  
11 CHAPARRAL PARK #5 P1 OF 10 (99 FT X  
115 FT BEG 545 IN FTW OF NEC) (5175 SQ  
FT)  
6627 ESCONDIDO DR  
OWNER BOHLS ADRIANNA GARCIA

2020 OVERAGE AMOUNT \$2,638.14

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 (See 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 whom ever will be receiving the refund

Who should the refund be issued to:

Name Adrianna Bohls

Address: 1336 Desert Jewel

City, State, Zip El Paso, TX 79912

Daytime Phone No: 915-873-7324

E-Mail Address saulgarcia933@yahoo.com  
adriannabohls@att.net

Step 2. Provide payment information.

Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by: Debit card Check No. 1-29-21 Date Paid 2,438.14 Amount Paid

Adrianna Bohls Debit card

Wells Fargo 4342 5650 0921 0586

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 & DATE

Adrianna G Bohls 2-5-21

TAX OFFICE USE ONLY

☒ Approved

☐ Denied

By

Date

02/09/2021



ANDREA  
ACT80122 v1.9002/09/2021 17:00:45  
ACTEP

CREDIT CARD

DEPOSIT Remittance Detail

## Summary Query

## Summary

Deposit No	Account No.	Remit Seq No	Check No	Payment Amount	Payment Agreement No.					
IP01292198	C34099901103101									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	IP02012198	01/29/2021	46647651	CC003546343	CR	\$2,638.14	\$2,638.14	LG	C34099901103101	29424088-ADRIANNA BC
	IP01292198	01/28/2021	46520726	CC003519115	CR	\$2,638.14	\$2,638.14	PA	C34099901103101	29348699-ADRIANNA GI
	IP01292098	01/28/2020	43345280	CC002822041	CR	\$2,597.00	\$2,597.00	PA	C34099901103101	28087152-ADRIANNA GI
	EC01111941	01/11/2019	39895272	CC002281994	EC	\$2,629.22	\$2,629.22	PA	C34099901103101	26912571-ADRIANNA GI
	EC01081898	01/08/2018	36875733	CC001834558	EC	\$2,483.01	\$2,483.01	PA	C34099901103101	25979297-ADRIANNA BC
	EC11101898	11/10/2018	32948228	CC001389002	EC	\$2,244.01	\$2,244.01	PA	C34099901103101	24903502-SAUL O GARC
	IP11101598	11/09/2015	29825834	CC001098312	CR	\$2,308.72	\$2,308.72	PA	C34099901103101	24085678-ADRIANNA GI
*	X1202141007	12/02/2014	27107251	01918	CH	\$2,377.08	\$2,377.08	PA	C34099901103101	ADRIANNA A GARCIA
*	X1218131003	12/18/2013	24488538	01392	CH	\$2,234.61	\$2,234.61	PA	C34099901103101	ADRIANNA A GARCIA
*	X0204132012	01/31/2013	22558963	01981	CH	\$2,334.14	\$2,170.92	PA	C34099901103101	ADRIANNA A GARCIA
*	X1024111004	10/24/2011	18904322	00510	CH	\$2,122.38	\$2,122.38	PA	C34099901103101	ADRIANNA A GARCIA
*	X1113101002	11/13/2010	16848132	01885	CH	\$2,115.04	\$2,115.04	PA	C34099901103101	GARCIA ADRIANNA A
Applied Total						\$48,320.23				



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

ESCROW INC  
11395 JAMES WATT A4  
EL PASO, TX 79936

CITY TAX  
OFFICE

FEB 10 2021

Geo No. C518-999-0720-3700	Prop ID 108833
Legal Description of the Property 72 CIELO VISTA PARK #A LOT 10 (9270 SQ FT) 8716 PARKLAND DR 79925	
OWNER: SILVA BEATRICE E & JESUS R	

2020 OVERAGE AMOUNT \$5,686.43

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.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who she			
	Name:	ESCROW INC		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Address:	11395 JAMES WATT DR STE A4		
	City, Sta	EL PASO, TX 79936		
	Daytime	915-855-6298 rhonda@escrowinc.com		
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Payment made by:	Check No.	Date Paid	Amount Paid
	Escrow Inc	110202	1-11-21	5686.43
	TOTAL AMOUNT PAID (sum of the above amounts)			
	Please check one of the following:			
	<input checked="" 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	
Rhonda Green		Rhonda Green 2-1-2021		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: [Signature] Date: 02/11/2021				



ANDREA  
ACT80122 v1.9002/11/2021 10:27:06  
ACTEP

DEPOSIT Remittance Detail

- OP + 2500

## Summary Query

## Summary

Deposit No		Account No		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
A01232165		C51899907203700									
Check/Receipt Images	Deposit No	Receipt Date	Remit Seq No.	Check No	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer	
	A01232165	01/23/2021	46231653	110202	CH	\$195,843.18	\$5,686.43	LG	C51899907203700	24147210-ESCROW INC	
	A12312065	12/31/2020	45592281	110068	CH	\$51,190.57	\$5,686.43	PA	C51899907203700	24147210-ESCROW INC	
★	T12231900012	12/23/2019	42398328	05741	CH	\$22,665.59	\$5,686.43	PA	C51899907203700	SILVA BEATRICE E & JES	
	A10251876	10/25/2018	38722819	20151723	CH	\$6,399.18	\$5,399.18	PA	C51899907203700	25762393-WESTSTAR TR	
	IP02011898	01/31/2018	37555091	00001921569	CR	\$5,740.91	\$5,740.91	PA	C51899907203700	26183265-KATY L KOCH	
	IP02011798	01/31/2017	34550352	00001551388	CR	\$5,485.62	\$5,485.62	PA	C51899907203700	25261650-KATY L KOCH	
	IP02011698	01/31/2016	31598183	00001246270	CR	\$5,374.32	\$5,374.32	PA	C51899907203700	24456020-KATY L KOCH	
★	X0206151010	01/31/2015	28693342	18470	CH	\$5,342.71	\$5,342.71	PA	C51899907203700	KOCH KATY L	
	A02011423	01/31/2014	29525850	0000012333	CH	\$2,500.00	\$2,500.00	PA	C51899907203700	KOCH KATY L	
	EC01271468	01/25/2014	26337563	00000743833	CH	\$2,741.56	\$2,741.56	PA	C51899907203700	22553730-KATY KOCH	
	EC01311315	01/30/2013	22887492	00000504454	CH	\$5,067.53	\$5,067.53	PA	C51899907203700	22366332-KATY KOCH	
	EC01311257	01/31/2012	20315459	00000478668	CH	\$5,240.63	\$5,240.63	PA	C51899907203700	21734463-KATY KOCH	

Applied Total

\$112,944.50



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 18 2021

SYLVIA SVARZBEIN  
8  
EL PASO, TX 799-

*Handwritten:* OP / +2500 ✓

Geo No. C840-999-0270-5400	Prop ID 112165
Legal Description of the Property 27 CORONADO TERRACE REPLAT LOT 19 (9709 SQ FT) 205 MOON RIVER LN	
OWNER: SVARZBEIN LEONARDO & S (TR)	

2020 OVERAGE AMOUNT \$3,996.50

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: SYLVIA C. SVARZBEIN			
	Address: 8017 LIVE OAK DR			
	City, State, Zip: EL PASO TX 79932			
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915-227-7400		E-Mail Address: SYLVIA.SVARZBEIN@GOL.COM	
	Payment made by:	Check No.	Date Paid	Amount Paid
	SYLVIA SVARZBEIN		2/3/21	3996.50
	TOTAL AMOUNT PAID (sum of the above amount(s))			
<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.		
<b>Step 4. Sign the form.</b> 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	
	[Signature: Sylvia Svarzbein]		SYLVIA SVARZBEIN-2/18/21 ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: [Signature] Date: 02/18/2021 ✓				



ANDREA  
ACT80122 v1.9002/18/2021 17:44:00  
ACTEP

DEPOSIT Remittance Detail

OP + 2500

## Summary Query

## Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
EC02022198	C84099902705400									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Transaction Amount	Transaction Type	Account No.	Payer
	EC02012198	02/01/2021	46822473	CC003595437	EC	\$3,996.50	\$3,996.50	PA	C84099902705400	29413496-SYLVIA SVAF
	EC02022198	02/01/2021	46709008	CC003604192	EC	\$3,996.50	\$3,996.50	LG	C84099902705400	29451669-SYLVIA SVAF
	EC01312098	01/31/2020	43490583	CC002875781	EC	\$3,934.17	\$3,934.17	PA	C84099902705400	28125580-SYLVIA SVAF
	EC02121998	02/11/2019	40749385	CC002412101	EC	\$4,099.71	\$4,099.71	PA	C84099902705400	27197305-SYLVIA SVAF
	EC01311898	01/31/2018	37529526	CC001921088	EC	\$4,077.22	\$4,077.22	PA	C84099902705400	26149330-SYLVIA SVAF
	EC01301798	01/29/2017	34488173	CC001529848	EC	\$3,880.34	\$3,880.34	PA	C84099902705400	25238431-SYLVIA SVAF
	EC02011888	02/01/2018	21544468	CC001248522	EC	\$3,818.82	\$3,818.82	PA	C84099902705400	24443100-LEONARDO S
	IP02041588	01/30/2015	28592085	CC000972496	CR	\$3,789.53	\$3,789.53	PA	C84099902705400	23708490-LEONARDO S
	EC02031428	01/31/2014	25813087	CC000775391	CH	\$3,699.24	\$3,699.24	PA	C84099902705400	22018902-LEONARDO S
	IP02061315	01/31/2013	23001575	CC000617039	CR	\$3,592.60	\$3,592.60	PA	C84099902705400	22395829-SYLVIA SVAF
	EC01311257	01/31/2012	20215155	CC000475013	CH	\$3,529.99	\$3,529.99	PA	C84099902705400	21734187-LEONARDO S
	R8004112JB	04/25/2011	9013554	04232	CH	\$0.02	\$0.02		C84099902705400	SVARZBEIN, LEONARDO
Applied Total						382,021.97				

✓  
 ✓  
 \$2500

THE CITY OF EL PASO  
 CONSOLIDATED TAX OFFICE  
 221 N. Kansas Suite 300  
 El Paso, Texas 79901

TAX OFFICE  
 RECEIVED

FEB 16 2021

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: TAXPAYER'S BANK		Phone: HOME (915) 967-1317 WORK:		Property ID# (One application per account) 310035 K216-999-0600-5800
Address (mail refund to): 3107 Avenue C El Paso, TX 79907		Property Address: Ave C Legal Description:		
Tax year requested:	Date payment made	Check No. & Date, if known	Amount of taxes paid	Amount of refund requested
1. 2020	12/15/20	100	\$ 250.00	\$ 250.00 ✓
2.				
3.				
TOTAL AMOUNT (sum of the above amounts):				

(City Council approval required if over \$2,500)

**REQUIRED:** original receipt, front & back of negotiated check. OR  
 bank statement with item cleared (both the bank & taxpayer must appear)


REASON FOR OVERPAYMENT:

overpaid property tax

"I certify that information given to obtain this refund is true and correct."

Requestor Signature: \_\_\_\_\_ Date: 2/17/21 ✓  
 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: 02/17/2021 ✓
(Placed on City Council Agenda over \$2,500)	
<input type="checkbox"/> DISAPPROVED <input type="checkbox"/> Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted. <input type="checkbox"/> Record of overpayment not found on this property. <input type="checkbox"/> Property not found as identified, resubmit after correction. <input type="checkbox"/> Other: _____	



ANDREA  
ACT80122 v1.90

ACCOUNT NO (K21699906005800): YEAR = 2012, LEGAL STATUS = CLOSED BANKRUPTCY,  
BANKRUPTCY NUMBER = 13-30553, 9-3-13 EMAIL

02/17/2021 09:05:48  
ACTEP

DEPOSIT    Remittance    Detail

OP T 2500

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A02102175	K21699906005800									
Check/Receipt Images	Deposit No	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
IPC02042198		02/03/2021	46767708	00003619461	CR	\$11,678.48	\$11,678.48	PA	K21699906005800	28476558-KELL CAPITAL
A02102175	OK	02/01/2021	46897209	003070	CH	\$60,846.53	\$3,582.94	LG	K21699906005800	25959829-TEXSTAR ESC
IPC1152098		01/14/2020	42912583	00002783020	CR	\$10,742.35	\$10,742.35	PA	K21699906005800	27520653-KELL CAPITAL
ACT081988		02/30/2019	41384855	1451	CH	\$20,517.67	\$9,824.22	PA	K21699906005800	23688640-TEXAS TAX S
M1730000001		12/25/2017	38468641	7023234770	CH	\$62,235,613.81	\$8,263.22	PA	K21699906005800	3000-WELLS FARGO HO
M123000B0001		12/22/2018	33484275	3182364	CH	\$62,571,254.67	\$7,865.71	PA	K21699906005800	3000-WELLS FARGO HO
M1530000001		12/23/2019	30430548	0002822352	CH	\$64,475,278.52	\$7,744.53	PA	K21699906005800	3000-WELLS FARGO HO
M1430000001		12/18/2014	27255756	1003061656	CH	\$66,307,287.92	\$7,844.55	PA	K21699906005800	3000-WELLS FARGO HO
M1230000001		12/16/2012	24418906	1003003859	CH	\$63,218,801.25	\$7,381.55	PA	K21699906005800	3000-WELLS FARGO HO
M12300010001		12/15/2012	21865457	9004508266	CH	\$66,622,513.67	\$8,612.70	PA	K21699906005800	3000-WELLS FARGO HO
M11300010001		12/20/2011	19419483	1002032571	CH	\$61,574,363.63	\$8,060.23	PA	K21699906005800	3000-WELLS FARGO HO
M1030000001		12/20/2010	17107028	1224051	CH	\$43,542,665.70	\$8,441.38	PA	K21699906005800	3000-WELLS FARGO HO
Applied Total							\$152,494.77			



OP  
+2500

TAX OFFICE  
RECEIVED  
FEB 11 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 TRANSFER OF TAX PAYMENT

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION

Requestor's Name: Accumatch		Phone: HOME: WORK: 214-888-6959		Transfer FROM (Property ID#): 673690 X579-999-2480-0000	
Property Address: And/or Legal Description: 14849 TIERRA CORUNA AV				Transfer TO (Property ID# & Tax Year): 692462 T281-99-5310-0300	
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of transfer requested:
1. 2020	12/11/2020	WIRE 5110400345JO		\$174,203.19	\$174,203.19
2.					
3.					
4.					
TOTAL AMOUNT (sum of the above amounts)				\$174,203.19	\$174,203.19

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: WHEN WE STARTED SERVICING THE LOAN FOR JOSE & REZA VASQUEZ, THE  
PARCEL PROVIDED TO US HAD NOT BEEN SPLIT FOR THIS HOMEOWNER YET SO WE PAID PROPERTY ID 673690 IN  
ERROR. WE ARE REQUESTING THE FUNDS BE TRANSFERRED TO THE CORRECT PROPERTY ID 692462 AND THE  
DIFFERENCE REFUNDED BACK TO OUR OFFICE. ✓  
LEGAL FOR PROPERTY ID 692462. BLK 531 TIERRA DEL ESTE #81B LOT 3  
"I certify that information given to obtain this refund is true and correct."

Requestor signature: Yvonne Berthet

Date: 02/11/2021

Printed name: YVONNE BERTHET

Title: Coordinator - Refund Dept

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: ( ) TRANSFER APPROVED

Tax Office Approval: Refund

Date: 02/11/2021

- ( ) DISAPPROVED ( ) Returned to sender ( ) See below/attached
- ( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other)
  - ( ) Record of overpayment not found on this property.
  - ( ) Property not found as identified, resubmit after correction.
  - ( ) Other: \_\_\_\_\_

Transfer - 5,607.79 -  
000  
Refund 168,595.46

Notes

Go To:

IDREA  
T80122 v1.9002/12/2021 12:34:02  
ACTEP

EPOSIT Remittance Detail

## Summary Query

## Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.			
RC210212	T28799953100300							
Check/Receipt No. Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Transaction Amount Type	Account No.	Payer
R040221167	12/11/2020	45227441	201210151898	EF	\$0.00	\$1,288.92 TR	T28799953100300	23474547-ACCUMATCH
R040221167	12/11/2020	45227441	201210151898	EF	\$0.00	\$168,595.40 TR	T28799953100300	29342445-RANCHOS RE
R040221167	12/11/2020	45227441	201210151898	EF	\$0.00	\$4,320.87 TR	T28799953100300	29342445-RANCHOS RE
RC210212	12/11/2020	45227441	201210151898	EF	\$168,595.40-	\$168,595.40- TR	T28799953100300	29342445-RANCHOS RE
RC210212	12/11/2020	45227441	201210151898	EF	\$168,595.40	\$168,595.40 TR	T28799953100300	24899280-ACCUMATCH





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 16 2021

TUXS LAR ESCROW  
5809 ACAJIA CIRCLE  
EL PASO, TX 79912

Geo No. VS93-999-1000-4100 Prop ID: 275307

Legal Description of the Property  
PLOT 14, L34, S04, E01, D11

11441 GENE SARAZEN DR

OWNER: SANCHEZ LARAY D

2020 OVERPAY AMOUNT **\$3,638.77**

1. CITY OF EL PASO, 2. YES (TABLES), COUNTY OF EL PASO, 3. EL PASO, 4. MARIA O. PASILLAS, 5. COLLECTOR, 6. EL PASO, 7. UNIVERSITY MICROFILMS INTERNATIONAL, 8. 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(s). To have this refund 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:

Address:

City, State, Zip:

Daytime Phone No.:

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:

Step 3. Provide reason for this refund.

Please list any accounts and/or years that you intended to pay with this overage.

TOTAL AMOUNT PAID (sum of the above amount(s))

Please check one of the following:

☐ I paid this amount 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); see row 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

TAX OFFICE USE ONLY

Approved

Denied

By

Date

Notes

Go To

22 v1.90

02/17/2021 09:11:40  
ACTEP

OSIT Remittance Detail

OP +2500

Primary Query

Summary

Receipt No	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.		
01152179	V89399919004100						
Receipt Deposit No	Receipt Date	Remit Seq No.	Check No.	Payment Type Amount	Applied Transaction Amount Type	Account No.	Payer
01152179	01/15/2021	46001252	003008	CH \$70,878.12	\$3,638.77 LG	V89399919004100	25959829-TEXSTAR ESC
01152179	01/15/2021	46001252	003008	CH \$70,878.12	\$3,638.77 LG	V89399919004100	25959829-TEXSTAR ESC
02569962	09/02/2020	42270898	0000230132	CH \$100.05	\$100.05 RD	V89399919004100	GUERRERO JAMES & FRE
19800000001	12/16/2019	42270898	191213175282	EF \$20,479.95	\$4,584.68 PA	V89399919004100	800000-CORELOGIC
F200828	12/16/2019	42270898	191213175282	EF \$0.00	\$4.47 DA	V89399919004100	800000-CORELOGIC
F200828	12/16/2019	42270898	191213175282	EF \$0.00	\$0.00 DA	V89399919004100	800000-CORELOGIC
F200828	12/16/2019	42270898	191213175282	EF \$0.00	\$28.74 DA	V89399919004100	800000-CORELOGIC
F200828	12/16/2019	42270898	191213175282	EF \$0.00	\$15.48 DA	V89399919004100	800000-CORELOGIC
F200828	12/16/2019	42270898	191213175282	EF \$0.00	\$0.00 DA	V89399919004100	800000-CORELOGIC
F200828	12/16/2019	42270898	191213175282	EF \$0.00	\$0.00 DA	V89399919004100	800000-CORELOGIC
F200828	12/16/2019	42270898	191213175282	EF \$0.00	\$15.48 DA	V89399919004100	GUERRERO JAMES & FRE
F200828	12/16/2019	42270898	191213175282	EF \$0.00	\$0.00 DA	V89399919004100	800000-CORELOGIC
Applied Total				\$54,570.12			



21 day letter

21500

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

FEB 12 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: Corelogic Tax Svcs, LLC / Nationstar Mng.		Phone: HOME: 817-699-2541 WORK: 877-442-2797 Ext 191025		Property ID# (One application per account) X579-999-2280-3000 39569	
Address (mail refund to :) PO Box 9205, Coppell, TX 75019		Property Address: And/or Legal Description: 79 TSP 2 SEC 28 T & P Surv (27.1450 Acres)			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2020	12/22/2020	26376103 12/18/2020		\$11,594.50	\$11,594.50
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)				\$11,594.50	\$11,594.50

(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: The Corelogic Tax Services, LLC c/o Nationstar Mortgage LLC (our client) 2020 tax payment was submitted in error for parcel # X579-999-2280-3000. Corelogic nor Nationstar are responsible for the payment of the taxes for parcel # X579-999-2280-3000. For this reason we are requesting our payment be refunded.

"I certify that information given to obtain this refund is true and correct."

Requestor signature: Paul Groebe c/o Corelogic Tax Services, LLC Date: 2/12/2021  
Paul Groebe c/o Corelogic Tax Services, LLC Sr. Assoc. Operation Svcs.  
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: 2/17/21	Date: 2/17/21
(Placed on City Council Agenda over \$2,500)		
<input type="checkbox"/> DISAPPROVED <input type="checkbox"/> Returned to sender <input type="checkbox"/> See below/attached		
<input type="checkbox"/> Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.		
<input type="checkbox"/> Record of overpayment not found on this property.		
<input type="checkbox"/> Property not found as identified, resubmit after correction.		
<input type="checkbox"/> Other:		

ANDREA  
ACT80122 v1.9002/16/2021 16:35:03  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

## Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A12222075	X57999922803000									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A12222075	12/22/2020	45416038	53038685	CH	\$63,670.64	\$11,594.50	AA	X57999922803000	26376103-NATIONSTAR
	EC02032098	01/31/2020	43554881	00002902838	EC	\$1,446.49	\$1,446.49	PA	X57999922803000	28123145-EPT DESERT S
	EC12051998	12/05/2019	42139235	00002857302	EC	\$10,247.14	\$10,247.14	PA	X57999922803000	27713205-EPT DESERT S
	A01221979	01/22/2019	40088485	149	CH	\$10.00	\$10.00	TC	X57999922803000	EPT DESERT SANDS LLC
	A01181975	01/18/2019	40008195		CA	\$10.00	\$10.00	TC	X57999922803000	EPT DESERT SANDS LLC
	EC01181998	01/17/2019	40040843	00002279511	EC	\$11,287.85	\$11,287.85	PA	X57999922803000	26949436-EPT DESERT S
	EC01301898B	01/31/2018	37446431	00001908249	EC	\$41,792.70	\$10,772.86	PA	X57999922803000	26123719-EPT DESERT S
	A11151885	11/15/2018	32976820	343831	CH	\$50,358.74	\$14,868.74	PA	X57999922803000	22530840-LONE STAR TI
	A02031623	01/31/2018	21593856	21051	CH	\$14,438.67	\$14,438.67	PA	X57999922803000	2015193-RIVER OAKS PF
	A02051548	01/31/2018	28621442	17455	CH	\$14,255.70	\$14,255.70	PA	X57999922803000	2015193-RIVER OAKS PF
	A05271465	05/27/2014	26271354	42892	CH	\$10.00	\$10.00	TC	X57999922803000	VIRAMONTES JC
	A12181348	12/18/2018	24461134	288148	CH	\$67,950.28	\$13,992.67	PA	X57999922803000	22530840-LONE STAR TI
Applied Total							\$157,004.28			



**TAX OFFICE  
RECEIVED**

**FEB 12 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:**

<b>Refund To:</b> Corelogic Tax Svcs, LLC / Nationstar Mrtg.		<b>Phone:</b> HOME: 817-699-2541 WORK: 877-442-2797 Ext 191025		<b>Property ID# (One application per account)</b> X579-999-2280-4000 <b>409239</b>	
<b>Address (mail refund to:)</b> PO Box 9205, Coppell, TX 75019		<b>Property Address:</b> And/or Legal Description: J C Viramontes Drive - 1.1847 Acres			
<b>Tax year requested:</b>	<b>Date payment made:</b>	<b>Check No. &amp; Date, if known:</b>		<b>Amount of taxes paid:</b>	<b>Amount of refund requested:</b>
1. 2020	12/22/2020	26376103 12/18/2020		\$11,594.50	\$11,594.50 ✓
2.					
3.					
<b>TOTAL AMOUNT (sum of the above amounts)</b>				\$11,594.50	\$11,594.50

(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:** The Corelogic Tax Services, LLC c/o Nationstar Mortgage LLC (our client) 2020 tax payment was submitted in error for parcel # X579-999-2280-4000. Corelogic nor Nationstar are responsible for the payment of the taxes for parcel # X579-999-2280-4000. For this reason we are requesting our payment be refunded.

"I certify that information given to obtain this refund is true and correct."

Paul Groebe c/o Corelogic Tax Services, LLC Date: 2/12/2021  
Requestor signature:

Paul Groebe c/o Corelogic Tax Services, LLC Sr. Assoc. Operation Svcs.  
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:** [Signature] Date: 02/17/2021  
[Signature] Date: 2/17/21

(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: \_\_\_\_\_



ANDREA  
ACT80122 v1.90

02/18/2021 16:55:20  
ACTEP

DEPOSIT Remittance Detail

OP+2800

## Summary Query

## Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A12222075	X57999922804000									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Transaction Amount	Transaction Type	Account No.	Payer
	A12222075	12/22/2020	45416038	53038685	CH	563,670.64	511,594.50	AA	X57999922804000	26376103-NATIONSTAR
	A01312081	01/31/2020	43441972	102264	CH	\$350.00	\$350.00	PA	X57999922804000	21022392-TEXAS TITLE C
	A01312081	01/31/2020	43441771	102308	CH	\$84.07	\$84.07	PA	X57999922804000	21022392-TEXAS TITLE C
	EC02032098	01/31/2020	42954880	CC002902835	EC	\$9,508.38	\$9,508.38	PA	X57999922804000	28123144-EPT DESERT S
	A01282081	01/28/2020	43241600	102910	CH	\$80.20	\$80.20	PA	X57999922804000	21022392-TEXAS TITLE C
	A01212081	01/21/2020	43032109	102437	CH	\$91.42	\$91.42	PA	X57999922804000	21022392-TEXAS TITLE C
	A01102081	01/10/2020	42792751	101025	CH	\$80.20	\$80.20	PA	X57999922804000	21022392-TEXAS TITLE C
	A01102081	01/10/2020	42792725	100897	CH	\$109.02	\$109.02	PA	X57999922804000	21022392-TEXAS TITLE C
	A12311981	12/31/2019	42519042	1185687	CH	\$90.20	\$90.20	PA	X57999922804000	21022392-TEXAS TITLE C
	A12311981	12/31/2019	42518835	98151	CH	\$101.84	\$101.84	PA	X57999922804000	21022392-TEXAS TITLE C
	A12311981	12/31/2019	42518771	97958	CH	\$91.42	\$91.42	PA	X57999922804000	21022392-TEXAS TITLE C
	A12311981	12/31/2019	42518735	98147	CH	\$91.42	\$91.42	PA	X57999922804000	21022392-TEXAS TITLE C
Applied Total						\$157,014.28				

21 Log letter

OP  
X2500

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

FEB 12 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:**

<b>Refund To:</b> Corelogic Tax Svcs, LLC / Nationstar Mrtg.		<b>Phone:</b> HOME: 817-699-2541 WORK: 877-442-2797 Ext 191025		<b>Property ID# (One application per account)</b> X579-999-2280-5000 192478	
<b>Address (mail refund to):</b> PO Box 9205, Coppell, TX 75019		<b>Property Address:</b> And/or Legal Description: J C Viramontes Dr. - 27.9980 Acres.			
<b>Tax year requested:</b>	<b>Date payment made:</b>	<b>Check No. &amp; Date, if known:</b>		<b>Amount of taxes paid:</b>	<b>Amount of refund requested:</b>
1. 2020	12/22/2020	26376103 12/18/2020		\$19,343.84	\$19,343.84 ✓
2.					
3.					
<b>TOTAL AMOUNT (sum of the above amounts)</b>				\$19,343.84	\$19,343.84

(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:** The Corelogic Tax Services, LLC c/o Nationstar Mortgage LLC (our client) 2020 tax payment was submitted in error for parcel # X579-999-2280-5000. Corelogic nor Nationstar are responsible for the payment of the taxes for parcel # X579-999-2280-5000. For this reason we are requesting our payment be refunded.

"I certify that information given to obtain this refund is true and correct."

Paul Groebe, % Corelogic Tax Services, LLC  
Requestor signature:

Date: 2/12/2021 ✓

Paul Groebe c/o Corelogic Tax Services, LLC

Sr. Assoc. Operation Svcs.

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:

02/17/2021

Date:

2/17/21

(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:



ANDREA  
ACT80122 v1.9002/16/2021 16:45:57  
ACTEP

DEPOSIT Remittance Detail

OP 12500

## Summary Query

## Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A12222075	X57599922805000									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A12222075	12/22/2020	45416038	53038685	CH	\$63,670.54	\$19,343.84	AA	X57599922805000	26376103-NATIONSTAR
	EC02032098	01/31/2020	42554879	00002902640	EC	\$19,322.88	\$19,322.88	PA	X57599922805000	28123142-EPT DESERT S
	AC1102081	12/20/2019	42792799	101111	CH	\$175.58	\$175.58	PA	X57599922805000	21022392-TEXAS TITLE C
	AC1221979	01/22/2019	40088521	149	CH	\$10.00	\$10.00	TC	X57599922805000	EPT DESERT SANDS LLC
	AC1181975	01/18/2019	40008235		CA	\$10.00	\$10.00	TC	X57599922805000	EPT DESERT SANDS LLC
	EC01121998	01/17/2019	40040545	00002279512	EC	\$18,821.87	\$18,821.87	PA	X57599922805000	22949488-EPT DESERT S
	EC012018988	01/21/2018	37448431	00001908249	EC	\$17,974.71	\$17,974.71	PA	X57599922805000	26123719-EPT DESERT S
	A11151665	11/15/2016	32976820	343821	CH	\$50,358.74	\$18,791.94	PA	X57599922805000	22520840-LONE STAR TI
	AC2031622	01/21/2018	31553927	21052	CH	\$18,497.20	\$18,497.20	PA	X57599922805000	2015193-RIVER OAKS PF
	AC2051548	01/21/2015	28631447	17457	CH	\$18,262.81	\$18,262.81	PA	X57599922805000	2015193-RIVER OAKS PF
	AC5271485	05/27/2014	26271357	42892	CH	\$10.00	\$10.00	TC	X57599922805000	VIRAMONTES J C
	A12181348	12/18/2013	24461134	288148	CH	\$67,950.28	\$17,927.10	PA	X57599922805000	22520840-LONE STAR TI
Applied Total						\$218,487.36				



71140 80071315

TAX OFFICE  
RECEIVED

FEB 22 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

HOMELOANSERV  
P O BOX 7899  
BOISE, ID 83707--189

Geo No. M395-999-0220-2000	Prop ID 95403
Legal Description of the Property 22 MESQUITE HILLS #2 LOT 20 (5951.18 SQ FT) 11716 JIM WEBB DR 79934	
OWNER: PEREZ EUGENE JR & MADAI	

2020 OVERAGE AMOUNT \$2,982.92

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

Loan # 4850399660

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:	LERETA, LLC		
	Address:	901 CORPORATE CENTER DR		
	City, State, Zip:	POMONA, CA 91768		
	Daytime Phone No.:	MMARTINEZ@LERETA.COM PH# 800-537-3821		
	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
	LERETA, LLC on behalf of Homeloa	0003282539	12/31/20	2,982.92
	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.			
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	
[Signature]		PAHI Warren 2/11/21		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: [Signature] Date: 02/22/2021				



ANDREA  
ACT80122 v1.90

02/22/2021 12:33:53  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

## Summary

Deposit No.	Account No.	Remit Seq No	Check No	Payment Amount	Payment Agreement No.					
A12312065	M39599902202000									
Check/Receipt Images	Deposit No	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
A12312065	12/31/2020	45589927	3282539	✓	CH	\$283,127.72	✓	\$2,982.92	LG M39599902202000	29004245-HOMELOANSE
A12312065	12/31/2020	45589927	3282539		CH	\$283,127.72		\$0.01	AA M39599902202000	29004245-HOMELOANSE
A10272065	10/27/2020	44875106	382287		CH	\$2,982.92		\$2,982.92	PA M39599902202000	27259532-LONE STAR C
M19234740001	12/20/2019	42355475	191219094236		EF	\$35,408.135.32		\$2,921.70	PA M39599902202000	23474547-ACCUMATCH
M18234740001	12/24/2018	39415853	181221108510		EF	\$34,084.724.48		\$2,857.84	PA M39599902202000	23474547-ACCUMATCH
M17RE1800001	12/18/2017	38356004	171215192214		EF	\$32,559.225.62		\$2,810.32	PA M39599902202000	800000-CORELOGIC
M16800000001	12/21/2016	33448420	161219150695		EF	\$21,062.559.23		\$2,548.36	PA M39599902202000	800000-CORELOGIC
M15800000001	12/31/2015	30589755	151231121119		EF	\$19,122.808.45		\$2,421.12	PA M39599902202000	800000-CORELOGIC
M14300000001	12/24/2014	27452431	141224101136		EF	\$20,035.948.32		\$2,477.58	PA M39599902202000	800000-CORELOGIC
M21380000001	12/31/2013	24665215	1507		CH	\$21,142.114.64		\$2,425.88	PA M39599902202000	800000-CORELOGIC
M12800000001	12/17/2012	21840980	122059711		CH	\$17,358.353.33		\$2,302.96	PA M39599902202000	800000-CORELOGIC
M11800030001	01/11/2012	19807461	002124		CH	\$25,646.957.04		\$2,059.12	PA M39599902202000	800000-CORELOGIC
Applied Total							\$21,114.85			



Legislation Text

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**File #: 21-276, Version: 2**

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

Mayor and Council, Representative Joe Molinar, (915) 212-0004

**SUBJECT:**

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

For notation pursuant to Section 2.92.110 of the City Code: Receipt of campaign contribution by Representative Joe Molinar in the amount of \$2,500.00 from the El Paso Municipal Police Officers Association (EPMPOA).

**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*



Legislation Text

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**File #: 21-258, Version: 1**

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

**District 5**

Capital Improvement Department, Sam Rodriguez, (915) 212-1845  
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

**STRATEGIC GOAL:**

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

**SUBGOAL: 2.3 Increase public safety operational efficiency**

**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 25 by 2025 Strategic Plan is subsection 2.3 - Increase public safety operational efficiency. This contract will provide preconstruction services for the Eastside Regional Police Command Center.

**Award Summary**

That the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2021-0375R Eastside Regional Police Command Center to SUNDT CONSTRUCTION, INC. for an initial amount of \$37,500.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000.00 if the services are necessary for the proper execution of the project.

Department:	Capital Improvement
Award to:	SUNDT CONSTRUCTION, INC
	Tempe, AZ
Account No.:	190-4820-29080-580270-PCP20PDEASTSIDE
Funding Source:	2019 Public Safety Bond
District(s):	5

This is a Construction Manager-at-Risk procurement, service contract.

**BACKGROUND / DISCUSSION:**

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

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:** March 2, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., Chief Operations and Transportation Officer, Aviation  
Director and City Engineer, (915) 212-1845  
Bruce D. Collins, Purchasing Director, (915) 212-1181

**DISTRICT(S) AFFECTED:** 5

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

**STRATEGIC GOAL LINKAGE:**

The linkage to the Strategic Plan is subsection 2.3 – Increase public safety operational efficiency. This contract will provide preconstruction services for the Eastside Regional Police Command Center

**SUBJECT:**

That the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2021-0375R Eastside Regional Police Command Center to SUNDT CONSTRUCTION, INC. for an initial amount of \$37,500.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000 if the services are necessary for the proper execution of the project.

**BACKGROUND / DISCUSSION:**

The voters of the City of El Paso approved a Public Safety Bond measure in November 2019. Key elements of the bond program are new and/or renovated public safety facilities. With the rapid growth on the east side of El Paso, additional police capacity is necessary. A new Eastside Regional Command Center (ESRCC) that will include a municipal court facility located at Pebble Hills Blvd. and Tim Foster St. that is currently under design will provide this additional capacity.

The City has elected to procure pre-construction and construction services via a Construction Manager at Risk (CMAR) contracting strategy. A CMAR is brought on during the design phase of a project to perform constructability reviews, value engineering, and develop realistic cost estimates and to establish the construction cost, schedule, means and methods, during design there-by reducing construction costs/schedule risks to the City.

A CMAR executed in two phases: Pre-construction Services and Construction. At the conclusion of pre-construction services the contractor provides a guaranteed maximum price (GMP). Should the City fail to agree on a GMP the Construction Services phase of the contract is not awarded and the City can proceed to bid out the project. At this time Council approval is requested for pre-construction services; Council approval is required for award of Construction Services.

**SELECTION SUMMARY:**

Solicitation was advertised on November 3, 2020 and November 10, 2020. The solicitation was posted on City website on November 3, 2020. The email (Purmail) notification was sent out on November 5, 2020. There were one hundred-one (101) viewers. Six (6) proposals were received, four (4) local suppliers.

**PROTEST**

☒ No protest received for this requirement.

☐ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No (Routine Item)  
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:**

On May 26, 2020 award was made to MNK Architects for professional engineering and design services.

**AMOUNT AND SOURCE OF FUNDING:**


Amount: \$37,500.00  
Funding Source: 2019 Public Safety Bond  
Account String: 190-4820-29080-580270-PCP20PDEASTSIDE

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Sam Rodriguez, P.E.  
Chief Operations and Transportation Officer, Aviation Director and City Engineer

## COUNCIL PROJECT FORM

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT** agenda (Resolutions) for the Council Meeting of **MARCH 2, 2021.**

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

The linkage to the 25 by 2025 Strategic Plan is subsection 2.3 – Increase public safety operational efficiency. This contract will provide preconstruction services for the Eastside Regional Police Command Center.

### **Award Summary**

That the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2021-0375R Eastside Regional Police Command Center to SUNDT CONSTRUCTION, INC. for an initial amount of \$37,500.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000.00 if the services are necessary for the proper execution of the project.

Department:	Capital Improvement
Award to:	SUNDT CONSTRUCTION, INC
	Tempe, AZ
Account No.:	190-4820-29080-580270-PCP20PDEASTSIDE
Funding Source:	2019 Public Safety Bond
District(s):	5

This is a Construction Manager-at-Risk procurement, service contract.



# CITY OF EL PASO

## REVISED\* REQUEST FOR PROPOSALS TABULATION



BID ITEM: Eastside Regional Police Command Center						BID #: 2021-0375R
BID DATE: December 12, 2020*						DEPARTMENT: Capital Improvement
	Arrow Building Corp. El Paso, TX BIDDER 1 OF 6	Dantex General Contractors, Inc. El Paso, TX BIDDER 2 OF 6	EMJ Corporation dba EMJ Construction Irving, TX BIDDER 3 OF 6	Hensel Phelps Construction Co Austin, TX BIDDER 4 OF 6	Jordan Foster Construction, LLC El Paso, TX BIDDER 5 OF 6	Sundt Construction, Inc. El Paso, TX BIDDER 6 OF 6
Description	Lump Sum Amount					
Preconstruction Phase Services	\$75,000.00	\$60,000.00	\$50,000.00	\$49,950.00	\$45,000.00	\$37,500.00
AMENDMENTS ACKNOWLEDGED:	Yes	Yes	Yes	Yes	Yes	Yes

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

\*Fee proposals read aloud 1/6/2021.

APPROVED BY: Claudia A. Garcia  
DATE: 1/19/2021

Committee Scoresheet							
CITY OF EL PASO CMAR SCORESHEET							
PROJECT: 2021-0375 Eastside Regional Police Command Center							
	MAX POINTS	Arrow Building Corp.	Dantex General Contractors, Inc.	EMJ Corporation	Hensel Phelps Construction Co.	Jordan Foster Construction LLC	Sundt Construction, Inc.
Factor A - Offeror's fee proposal	15	7.50	9.38	11.25	11.26	12.50	15.00
Factor B - Offerors project approach and proposed schedule	25	17.00	17.67	20.33	22.33	20.67	22.33
Factor C - Offeror's experience, reputation and past performance	20	5.66	15.76	6.18	18.55	16.81	16.50
Factor D - Offeror's proposed personnel	15	9.00	10.33	11.67	13.33	11.33	13.33
Factor E - The Offeror's safety record	5	4.00	4.33	4.00	4.33	4.00	4.33
Factor F - Quality of the Offeror's goods or services	10	5.67	7.00	6.67	8.00	7.33	8.33
Factor G - Appropriateness of the Offeror's financial capacity related to project size and complexity	5	3.67	3.33	3.67	5.00	4.67	5.00
Factor H - Health benefits provided by Offeror to its employees	5	0.00	1.00	1.00	1.00	1.00	1.00
TOTAL SCORE	100	52.49	68.80	64.76	83.81	78.31	85.83



## RESOLUTION

**WHEREAS**, on July 20, 2004, the El Paso City Council adopted a resolution approving the use of alternate project delivery methods for construction projects pursuant to Section 271.113 of the Texas Local Government Code (now Section 2269 of the Texas Government Code) that provides the best value to the City; and

**WHEREAS**, on Sept. 18, 2012, the El Paso City Council approved the addition of the Construction Manager-at-Risk as an alternate project delivery method for construction projects and adopted the City of El Paso Construction Manager-at-Risk Procurement Policy; and

**WHEREAS**, the City's Construction Manager-at-Risk Procurement Policy states that the City Engineer will determine, before advertising, which alternative project delivery method for construction provides the best value to the City and that the El Paso City Council shall approve the issuance of a solicitation for any Construction Manager-at-Risk project prior to its issuance; and

**WHEREAS**, on April 17, 2018, the City Council amended the Construction Manager-at-Risk Procurement Policy to delete the requirement of City Council approval of a Solicitation for any Construction Manager-at-Risk prior to the issuance and delegated to the Director of Purchasing & Strategic Sourcing the authority to determine which alternative project delivery method for construction provides the best values to the City and to approve the issuance of a solicitation for any Construction Manager-at Risk project to the Director of Purchasing and Strategic Sourcing; and

**WHEREAS**, the Director of Purchasing & Strategic Sourcing determined that the Construction Manager-at-Risk alternative project delivery method will provide the best value to the City for the construction of the Eastside Regional Police Command Center project and approved the issuance of a solicitation using Construction Manager-at-Risk delivery method for the construction of the Eastside Regional Police Command Center project; and

**WHEREAS**, the City of El Paso ("City") issued a Request for Proposal as part of the construction manager-at risk project delivery method for the Eastside Regional Command Center, Solicitation 2021-0375R; and

**WHEREAS**, SUNDT CONSTRUCTION, INC. ("Contractor"), an Arizona Corporation, submitted the proposal offering the best value for the City on the basis of the published selection criteria and on the ranking evaluations; and

**WHEREAS**, the City negotiated a contract with Contractor and desires to award the Eastside Regional Police Command Center project, Solicitation 2021-0375R for construction manager-at risk services to Contractor; and

**WHEREAS**, the initial contract award will commence the preconstruction services and the parties understand that an amendment to establish the Guaranteed Maximum Price for the project will be subject to City Council approval.

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

**THAT** the City Manager is authorized to execute the construction manager-at risk agreement (“Contract”) between the City of El Paso and SUNDT CONSTRUCTION, INC. (“Contractor”), an Arizona Corporation, for the project known as the Eastside Regional Police Command Center project, 2021-375R, in an initial amount of \$37,500.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$20,000.00 if the services are necessary for the proper execution of the project.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO:

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

ATTEST:

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

APPROVED AS TO FORM:

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

APPROVED AS TO CONTENT:

*Jerry DeMuro/for*  
\_\_\_\_\_  
Sam Rodriguez, P.E., City Engineer  
Capital Improvement Department

APPROVED AS TO CONTENT:

*Claudia A. Garcia*  
\_\_\_\_\_  
for Bruce D. Collins, Director  
Purchasing & Strategic Sourcing Dept.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONSTRUCTION MANAGER AT-RISK**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the:

**“Owner”**

The City of El Paso  
300 N. Campbell  
El Paso, Texas 79901  
(915) 212-2803

and

**“Construction Manager”**

SUNDT CONSTRUCTION, INC.  
909 Texas Ave.  
El Paso, Texas 79901

for the following Project:

Eastside Regional Police Command Center

The Project Design Professional is:

MNK Architects  
330 Eubank Court  
El Paso, Texas 79902  
Ph. 915-587-8023

The Owner’s Representative:

City of El Paso Engineer

The Owner and Construction Manager agree as follows:

## ARTICLE 1 - GENERAL PROVISIONS

### 1.01 *Contract Documents*

The Contract Documents are enumerated in the Standard Form of Agreement Between Owner and Construction Manager At-Risk (hereinafter the Agreement) and consist of the Agreement, General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of the Contract, performance and payment bonds, insurance rider, if any, and other documents listed in the Agreement and Modifications issued after execution of the Contract.

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Request for Qualifications, Request for Proposal, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.04 and Section 2.05 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Designer and furnished by the Owner. The Agreement, as described in this Section 1.01, represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

### 1.02 *Relationship of the Parties*

The Parties each agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing. The relationship between the Parties is intended to facilitate each Party's interest in the Project but is not intended in any way to create a fiduciary obligation between them.

- A. The Construction Manager agrees to cooperate with the Owner and Designer and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner. The Construction Manager shall (a) furnish efficient construction administration, management services and supervision; (b) furnish, at all times, an adequate supply of workers and materials; and (c) perform the Work in an expeditious and economical manner consistent with the Contract Documents.
- B. The Construction Manager is an independent contractor and shall not act on behalf of or in the name of the Owner except as may be provided in this Agreement or the Contract Documents and as expressly authorized by the Owner's Representative.

### 1.03 *Definitions*

Unless otherwise stated in this Section, the Terms used in this Agreement will have the meanings indicated in the General Conditions.

#### *A. Contract Documents*

The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements. The Contract Documents may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Construction Manager.

#### *B. Work*

The term "Work" means the preconstruction and construction services and performance items required to fulfill the Construction Manager's obligations under the Contract Documents, whether completed

or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Construction Manager. The Work may constitute the whole or a part of the Project.

**C. *Project***

The Project is the cumulative design and construction of the facility or improvements which the Work performed under the Contract Documents may be the whole or a part, and may include design and construction by the Owner, Designer, and by separate consultants and contractors.

**D. *Instruments of Service***

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Designer and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

**E. *Submittals***

A Submittal is any submission to the Owner for review and approval demonstrating how the Construction Manager proposes to conform to the Contract Documents for those portions of the Work for which the Contract Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Contract Documents unless incorporated into a Modification.

**F. *Owner***

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

**G. *Construction Manager***

A Construction Manager is a person or entity identified as such in the Agreement and is responsible for performing all or a portion of the construction required in connection with the Work for the Owner. The Construction Manager is referred to throughout the Contract Documents as if singular in number and means a Construction Manager or an authorized representative of the Construction Manager.

**H. *Engineer***

The individual or entity named as such in the Agreement. The individual or entity may be an employee of Owner, whether that individual holds the title of City Engineer or is an individual within the City Engineer's department. In any event, the Engineer will serve as Owner's agent during design and construction phases, and provide technical guidance and recommendations, subject to Owner's approval.

**I. *Designer***

The Designer is a person or entity providing design services for the Owner for all or a portion of the Work, and is lawfully licensed to practice engineering in the applicable jurisdiction.

**J. *Guaranteed Maximum Price Amendment***

The Guaranteed Maximum Price ("GMP") Amendment is executed after the Designer completes the design phase of services and Construction Manager provides the Owner with a GMP Proposal. Upon agreement to a proposal, the Owner and Construction Manager are required to execute the GMP Amendment, which becomes a part of the Agreement. The GMP Amendment establishes the Contract Sum and Contract Time and sets forth the agreed upon design documents and other information upon which the Contract Sum and Contract Time are based. In establishing the Contract Sum, the parties can choose a Stipulated Sum or Cost of the Work (with or without a GMP). If the parties choose Cost of the Work, the Amendment establishes the items included within the Cost of the Work.

## ARTICLE 2 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 2.01** The Construction Manager shall perform all preconstruction, procurement, construction, start-up and performance testing services required by the Contract Documents. The Construction Manager shall provide all material, equipment, tools, labor, and supervision and coordination necessary to complete the Work in full accord with and reasonably inferable from the Contract Documents. The Construction Manager shall be responsible for its own construction means, methods, techniques, sequences, and procedures unless the Contract Documents provide other specific instructions or requirements.

The Construction Manager shall permit only fit and skilled persons to perform the Work. The Construction Manager shall enforce safety procedures, discipline, security, and good order among persons performing all aspects of the Work. The Construction Manager shall maintain good order and cleanliness at the site.

### **2.02** *General Responsibilities*

- A. The Construction Manager shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.
- B. The Construction Manager, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.
- C. The Construction Manager shall designate in writing a representative who is authorized to act on the Construction Manager's behalf with respect to the Project. Such designation may not be changed without written notice to and approval of the Owner, such approval may not be unreasonably withheld.
- D. The Construction Manager shall perform the Work in strict accordance with the Contract Documents. This obligation shall be absolute. The Construction Manager shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents by the activities, tests, inspections or approvals of the Owner.
  - 1. The Construction Manager shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Construction Manager performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Construction Manager shall assume responsibility for such Work and shall bear the costs attributable to correction.
  - 2. Neither the Construction Manager nor any Subcontractor, Consultant, Engineer, Architect or Designer shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Construction Manager determines that implementation of any instruction received from the Owner, including those from the Designer, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Construction Manager shall notify the Owner and the Designer in writing. Upon verification by the Owner that a change to the Construction Documents is required to remedy the violation, the Owner and the Construction Manager shall execute a Modification in accordance with Article 4.
- E. The Construction Manager shall be responsible to the Owner for acts and omissions of the Construction Manager's employees, Consultants, Subcontractors, and their agents and employees, and other persons or entities performing portions of the Work.
- F. If part of the Work requires design, engineering, or other professional services of the Construction Manager or its consultants, or when applicable law requires that services be performed by licensed professionals, the Construction Manager shall provide those services through qualified, licensed professionals in accordance with the Texas Occupations Code and all applicable legal standards of care applicable to design professionals.



- G. The Owner and Construction Manager may agree, in consultation with the Engineer, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.
- H. *Prevailing Wage Rates*  
Construction Manager and any subcontractor shall pay not less than the general prevailing wage rates contained herein in Exhibit 1, to all laborers, workmen and mechanics employed by them in the execution of this contract in accordance with the General Conditions.
- I. *Apprenticeship Program*  
Construction Manager and any subcontractor shall also comply with the Owner's Apprenticeship Program attached and incorporated to this Agreement herein in Exhibit 2.

### **2.03 Preconstruction Phase**

- A. The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.
- B. The Construction Manager shall schedule and conduct regular meetings with the Designer and Owner to discuss such matters as procedures, progress, coordination, budget, and scheduling of the Work. The Construction Manager shall advise the Owner on proposed site use and improvements, selection of materials, and systems and equipment. The Construction Manager shall also provide the Owner with recommendations, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, cost effective schedule, life-cycle data, and possible cost reductions.
- C. During the Preconstruction Phase the Construction Manager shall review the Contract Documents to ascertain whether the components of the Project and its systems may be constructed without interference with each other or other elements and components of the Project. In the event conflicts between such systems are discovered, the Construction Manager shall promptly notify the Owner and the Engineer in writing. Failure to so notify will result in a waiver of any claims for additional time or compensation by the Construction Manager to the extent such interference impacts the Project during the construction phase. Further, any claims by the Construction Manager associated with conflicts of the systems addressed in this Section during the construction phase are waived if such conflicts could have been discovered through careful examination of the Contract Documents. The Construction Manager to be capable of using building information modeling.
- D. When Owner's Project requirements have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project Schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall coordinate and integrate into the Project Schedule the services of the Engineer, the Construction Manager, the Owner and any other governmental entities having jurisdiction over the Project. As the design proceeds, the Construction Manager shall update the Project Schedule to indicate proposed activity sequencing and duration, milestones, phases of the Work, issuance of construction documents, preparation and review of submittals, delivery of materials, construction, and substantial and final completion. In preparing the Project Schedule, the Construction Manager should provide notice to the Engineer and the Owner's upon the identification of items that could affect the Project's timely completion.
- E. When Owner's Project requirements have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project Schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall coordinate and integrate into the Project Schedule the services of the Engineer, the Construction Manager, the Owner and any other governmental entities having jurisdiction over the Project. As the design proceeds, the Construction Manager shall update the Project Schedule to indicate proposed activity sequencing and duration, milestones, phases of the Work, issuance of construction documents, preparation and review of submittals, delivery of materials, construction, and substantial and final completion. In preparing the Project Schedule, the Construction

Manager should provide notice to the Engineer and the Owner's upon the identification of items that could affect the Project's timely completion.

#### **2.04 Preliminary Cost Estimates**

- A. Based on the preliminary design and other design criteria prepared by the Designer, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Owner's and Designer's review and Owner's approval. Construction Manager to provide alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems. Construction Manager to ensure alternative materials and systems to be full and operating systems.
- B. At the completion of the Schematic Design, Design Development and Construction Documents, and upon written notice of such phase completion by the Engineer to the Construction Manager and the Owner, the Construction Manager shall prepare and update estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Owner's and Engineer's review and the Owner's approval. The Construction Manager shall inform the Owner and Engineer when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action to reduce costs and maintain the Project budget.

#### **2.05 Guaranteed Maximum Price Proposal**

- A. When the Construction Drawings and Specifications are sixty percent (60%) complete, upon receipt of notice from the Engineer so indicating, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in the Contract Documents, and the Construction Manager's Fee. The Guaranteed Maximum Price proposal shall be submitted to the Owner no later than fifteen (15) days after the sixty percent (60%) completion notice. The Construction Manager's Guaranteed Maximum Price Proposal shall include the following:
  - 1. A list of the Drawings, Specifications, including all Addenda thereto, and other information, including the Construction Manager's clarifications and assumptions, upon which the Construction Manager's GMP Proposal is based;
  - 2. The proposed Contract Price, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Construction Manager's Fee, and other items that comprise the Contract Price;
  - 3. The proposed date the Construction Manager shall achieve Substantial Completion;
  - 4. An enumeration of any qualifications and exclusions, if applicable;
  - 5. A list of the Construction Manager's key personnel;
  - 6. The date on which the Construction Manager's Proposal expires (not less than 60 days), before such time that the Construction Manager may revise proposed pricing;
  - 7. A statement that the proposed Guaranteed Maximum Price is not based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a fixed fee basis; and
  - 8. If Owner requests, Construction Manager shall make available for inspection the documents and information that form the basis of the Guaranteed Maximum Price proposal.
- B. Submission of the Construction Manager's GMP Proposal shall constitute a representation by the Construction Manager that it has visited the site, evaluated the conditions and features of the site, made determinations relevant to construction relating to such evaluations, and become familiar with local

conditions under which the Work is to be completed.

- C. If the Owner and Construction Manager agree on a proposal, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment setting forth the terms of their agreement.
- D. To the extent that the Drawings and Specifications are anticipated to require further development by the Designer, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. The Construction Manager and Owner may put in place allowance for such further development of the Contract Documents. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

### **ARTICLE 3 - WORK FOLLOWING EXECUTION OF THE GUARANTEED MAXIMUM PRICE AMENDMENT**

#### *3.01 General*

Unless otherwise specified herein, all work performed pursuant to this Article shall be governed in accordance with the General Conditions.

#### *3.02 Construction*

- A. **Commencement.** Except as otherwise permitted in this Section, construction shall not commence prior to execution of the Guaranteed Maximum Price Amendment.
- B. If the Owner and Construction Manager agree in writing, construction may proceed prior to the execution of the Guaranteed Maximum Price Amendment. However, such authorization shall not waive the Owner's right to reject the Construction Manager's GMP Proposal.

#### *3.03 Concerning Subcontractors, Suppliers, and Others*

- A. The Construction Manager shall develop bidders' interest in the Project and may prequalify bidders. Any prequalification or award of subcontracts must conform with this Article 3, the General Conditions, and chapter 2269 of the Texas Government Code.
- B. All portions of the Work, other than minor work, shall be performed by trade contractors, subcontractors, or self-performed by the Construction Manager. For each major scope of work, the performing contractor shall be selected using competitive bids or competitive sealed proposals pursuant to chapter 2269 of the Texas Government Code. The Construction Manager shall include specific notices of the following statutory requirements in the information to bidders:
  - 1. The successful bidder's responsibility to provide workers' compensation insurance in accordance with chapter 406 of the Texas Labor Code;
  - 2. The successful bidder's responsibility to pay prevailing wages pursuant to chapter 2258 of the Texas Government Code Chapter 2258; and
  - 3. A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption verification or certificates.
- C. The information required with publication in Section 3.03.B is not exclusive. The Construction Manager may include other information in such notices at its discretion or as may be required by law.
- D. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all bids or proposals in a manner compliant with chapter 2269 of the Texas Government Code. On any portion of the Work for which the Construction Manager submits a bid or proposal to self-perform, the Owner shall receive and open the bids or proposals, in accordance with chapter 2269 of the Texas Government Code. After opening the bids or proposals, the Owner may meet with the Construction Manager to evaluate and rank the bidders or offerors. All bids or proposals shall be made public within seven (7) days after the date of

final selection.

- E. The Construction Manager shall prepare, for the Owner's and Owner's Engineer's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### **3.04 Consultation and Scheduling**

- A. The Construction Manager shall schedule and conduct progress meetings with the Owner, on a weekly basis, to review matters such as procedures, progress in construction, coordination, and scheduling of the Work.

B. *Progress Reports*

1. The Construction Manager shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Construction Manager, the Construction Manager shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- a. Work completed for the period;
- b. Project schedule status;
- c. Submittal schedule and status report, including a summary of outstanding Submittals;
- d. Responses to requests for information to be provided by the Owner;
- e. Approved Change Orders and Change Directives;
- f. Pending Change Order and Change Directive status reports;
- g. Tests and inspection reports as provided by owner and or related to the project ;
- h. Status report of Work rejected by the Owner;
- i. Status of Claims previously submitted in accordance with Article 14;
- j. Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and Reimbursable Expenses, if any;
- k. Current Project cash-flow and forecast reports; and
- l. Additional information as agreed to by the Owner and Construction Manager.
- m. Financial reports to include allowances and contingencies.

2. In addition, where the Contract Price is the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- a. Construction Manager's work force report;
- b. Equipment utilization report; and
- c. Cost summary, comparing actual costs to updated cost estimates.

3. The Construction Manager shall perform the Work in general accordance with the most recent schedules submitted to the Owner. The schedule shall be updated regularly and in advance of periodic Project meetings with the Owner and Owner's Engineer. Such schedules shall be posted at the Project meetings in a convenient location for review and approval by the Owner.

4. The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the

Construction Manager shall promptly report to the Engineer and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Engineer may require. Any failure by Construction Manager to report known deviations or noncompliance will result in a waiver of any associated claims by the Construction Manager and shall require the Construction Manager to indemnify and hold the Owner harmless for any costs associated with the Construction Manager's failure in this regard.

3.05 *Certifications*

If applicable and upon the Owner's written request, the Construction Manager shall obtain from its Consultants and Subcontractors, and furnish to the Owner, certifications with respect to the documents and services provided by Construction Manager's Consultants and Subcontractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Contract Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and Owner's Engineer shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications.

3.06 *Construction Manager's Submittals*

- A. Prior to submission of any Submittals, the Construction Manager shall prepare a Submittal schedule, and shall submit the schedule for the Owner's and Designer's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Engineer's schedule provided in this Section, (2) allow the Owner and Designer reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Construction Manager fails to submit a Submittal schedule, the Construction Manager shall not be entitled to any increase in Contract Price or extension of Contract Time based on the time required for review of Submittals.
- B. By providing Submittals the Construction Manager represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.
- C. The Construction Manager shall perform no portion of the Work for which the Contract Documents require Submittals until the Owner and Designer's have approved the respective Submittal.
- D. The Work shall be in accordance with approved Submittals. Work done in compliance of an approved Submittal does not relieve the Construction Manager of its responsibility to perform the Work consistent with the requirements of the Contract Documents and the design intent if the Work subject to an approved Submittal fails or is deemed defective by the Owner or Owner's Engineer. The Work may deviate from the Contract Documents only if the Construction Manager has notified the Owner and Owner's Engineer in writing of a deviation from the Contract Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Submittals or by the Owner's or Designer's approval of the Submittals.
- E. Any professional design services or certifications to be provided by the Construction Manager, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and Owner's Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

## ARTICLE 4 - CHANGES IN THE WORK

### 4.01 *General*

A Change Order or Change Directive may accomplish a change or Modification in the Work after execution of the Contract, and without invalidating the Contract, subject to the limitations stated in the General Conditions. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time.

## ARTICLE 5 - OWNER'S RESPONSIBILITIES

### 5.01 *General*

The Owner's responsibilities shall be governed in accordance with the General Conditions.

## ARTICLE 6- CONTRACT TIME AND COMPLETION

### 6.01 *General*

The Construction Manager's obligations with respect to the Contract Time shall be governed in accordance with the General Conditions, unless otherwise stated in this Article.

- A. Time limits stated in the Contract Documents are of the essence of the Contract. In all aspects of the Work, time is of the essence of the Contract. Additionally, time limits stated in the Project Schedule are of the essence. By executing the Guaranteed Maximum Price Amendment the Construction Manager confirms that the Contract Time is a reasonable period for performing the Work.
- B. The Construction Manager shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Construction Manager's failure to obtain insurance required under this Contract.
- C. The Construction Manager shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- D. The date of commencement of the Work shall be stated in a Notice to Proceed issued by the Owner. The date of commencement, as that term is used in the Contract Documents, shall mean the commencement of the Construction Phase which will be evidenced by the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.
- E. The Contract Time shall be measured from the date of commencement.
- F. ***Substantial Completion.*** The Construction Manager shall achieve Substantial Completion of the entire Work not later than **TBD** calendar days from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Construction Manager that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.
- G. ***Final Completion.*** The Construction Manager shall achieve Final Completion of the entire Work not later than **TBD** calendar days from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending



this Agreement. It is specifically understood and agreed to by and between Owner and Construction Manager that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

6.02 *Delays and Extensions of Time:* Unless otherwise set forth in this Section, Project delays shall be governed in accordance with the General Conditions.

- A. Claims relating to time shall be made in accordance with applicable provisions of Article 12 of the General Conditions.
- B. This Section 6.02 does not preclude recovery of damages for delay by Owner under other provisions of the Contract Documents.
- C. The Construction Manager shall receive no financial compensation for delay or hindrance of the Work. In no event shall the Owner be liable to the Construction Manager for any damages arising out of or associated with any delay or hindrance to the Work, regardless of the source of the delay or hindrance. The Construction Manager's sole remedy for delay or hindrance shall be an extension of time, provided the delay must be beyond the control and without the fault of negligence of the Construction Manager.
- E. The procedure for the determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied.
  - 1. The weather experienced at the Project site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.
  - 2. The unusually severe weather must actually cause a delay to the completion of the Project.
- F. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Construction Manager's activity durations provided in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
(1)	(3)	(0)	(1)	(1)	(2)	(0)	(8)	(5)	(1)	(1)	(2)

- G. For the duration of the Contract, the Construction Manager shall maintain in its daily reports an accurate and contemporaneous record of the occurrence of adverse weather and resultant impact to normally scheduled Work. Delay from adverse weather unless Work on the overall Project's critical activities is prevented for 50 percent or more of the Construction Manager's scheduled work day. The number of actual adverse weather days shall be calculated monthly. If the number of actual adverse weather delay days in a month exceed the number of days for that month as referenced above, the Owner upon notification by the Construction Manager, will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and a modification shall be issued in accordance with the Contract.

**H. *Liquidated Damages***

The Construction Manager acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Construction Manager further acknowledges and agrees that, if the Construction Manager fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will

sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Construction Manager agree that, if the Construction Manager shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Construction Manager agrees to pay the Owner as liquidated damages ("Liquidated Damages"), not as a penalty, for the damages that would be suffered by Owner as a result of delay the sum of:

- **TBD** and no/00 dollars for each consecutive calendar day after the date of Substantial Completion in which the Work is not completed.
- **TBD** and no/00 dollars for each consecutive calendar day after the date of Final Completion in which the Work is not completed.

## **ARTICLE 7 – CONTRACT PRICE**

### *7.01 General*

Owner shall pay Construction Manager in accordance with the General Conditions a Contract Price equal to Construction Manager's Fee (as defined in this Article) plus the Cost of the Work (as defined in this Article), subject to the GMP established in Section 7.05 hereof and any adjustments made in accordance with the General Conditions.

### *7.02 Construction Manager's Fee*

- A. Construction Manager's Fee shall be **TBD**% of the Cost of the Work as defined in Section 7.03, and as adjusted in accordance with Section 7.02.B below, and less any applicable discounts, rebates, refunds and other amounts received from the sale of surplus materials and equipment. Such Fee shall not be earned with respect to Construction Manager's in-house personnel. Soft Costs and travelling and lodging expenses and bonding and insurance cost as set forth in the Proposal of Construction Manager attached hereto. Such Soft Costs include (i) project manager, (ii) accounting personnel and services, (iii) construction supervisor, (iv) travel and out-of-office living expenses, including airfare, lodging, food, ground transportation, (v) administrative or overhead costs and expenses related to insurance and bonding not specifically by the Contract Documents.
- B. Construction Manager's Fee will be adjusted as follows for any Change Orders approved by Owner:
  - 1. For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Construction Manager shall receive a Fee of **TBD** percent (%) of the additional Costs of the Work incurred for that Change Order, exclusive of Construction Manager's Soft Costs as defined in Section 7.02.A.
  - 2. For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, Construction Manager shall receive no fee on that portion of the Cost of Work that is eliminated by any deductive Change Order.
- C. Amounts due for self-performed work shall include in The Cost of the Work a lump-sum cost for work competitively bid and awarded in accordance with the terms of this Agreement. For such scopes, the Construction Manager may not exceed five percent (5%) overhead and five percent (5%) profit in the lump sum amount.
- D. For any self-performance of minor work that is not subject to competitive bidding, Section 7.03 will control.

### *7.03 Cost of the Work*

The term Cost of the Work shall mean costs reasonably incurred by Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the following:

- A. Fees for direct employees of Construction Manager performing the Work at the Site or, with Owner's

agreement, at locations off the Site, calculated at the prevailing rates for such personnel.

- B. Fees for Construction Manager's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work at the prevailing rates for such personnel.
- C. Fees for Construction Manager's personnel stationed at Construction Manager's principal offices, but only to the extent said personnel are identified and compensated in accordance with the prevailing rates for such personnel.
- D. The reasonable portion of the cost of travel, accommodations and meals for Construction Manager's personnel necessarily and directly incurred in connection with the performance of the Work.
- E. Payments properly made by Construction Manager to Subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors.
- F. Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
- G. Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Construction Manager, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items. Costs for items not fully consumed by the Construction Manager shall mean fair market value. The actual cost of such excess materials as was originally billed to Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- H. Costs of removal of debris and waste from the Site.
- I. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.
- J. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Construction Manager at the Site, whether rented from Construction Manager or others, and incurred in the performance of the Work. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.
- K. Premiums for insurance and bonds required by this Agreement or the performance of the Work.
- L. All fuel and utility costs incurred in the performance of the Work.
- M. Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work. Provided that if the Owner is exempt from such taxes and provides a tax exemption certificate or certificates to Construction Manager that effect, no such taxes shall apply. The Construction Manager shall use that certificate to exempt any purchases made for the Work from otherwise applicable taxes. As such, the Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager which are exempted because of the Owner's tax exempt status. Subject to the above terms, the Construction Manager shall pay sales, consumer, use and similar taxes that are legally enacted, whether yet effective, at the time the

Guaranteed Maximum Price Amendment is executed.

- N. Costs for permits, royalties, licenses, tests and inspections incurred by Construction Manager as a requirement of the Contract Documents.
- O. Deposits which are lost, except to the extent caused by Construction Manager's negligence or default under this Agreement.
- P. Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property, except to the extent caused by Construction Manager or anyone performing Work on its behalf.
- R. Accounting and data processing costs related to the Work.
- S. Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- T. Costs incurred by Construction Manager to provide the payment and performance bonds, warranties and guarantees with respect to the Work as provided herein.
- U. Costs paid or incurred by the Construction Manager for payroll taxes, and insurance, provided such costs are based on wages and salaries included in the Cost of the Work under Section 7.03, and provided that such costs are directly attributable to work performed on this Project only and provided further that such costs do not exceed twenty-five percent (25%) of such wages and salaries.
- V. Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 14.03 of the General Conditions or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.03.

7.04 *Non-Reimbursable Costs* The following shall be excluded from the Cost of the Work:

- A. Compensation for Construction Manager's personnel stationed at Construction Manager's principal or branch offices, except as provided for in Sections 7.03.A, 7.03.B and 7.03.C hereof.
- B. Overhead and general expenses, except as provided for in Section 7.03 hereof, or which may be recoverable for changes to the Work.
- C. The cost of Construction Manager's capital used in the performance of the Work.
- D. If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.
- E. Any and all costs incurred by Construction Manager, including but not limited to costs for project management and costs to comply with the General Conditions, to the extent that such costs would cause the GMP to be exceeded.
- F. Costs for services incurred during the Preconstruction Phase.
- G. Construction Manager's fee of (TBD % on all self-performed scopes of work competitively bid and awarded to the Construction Manager.

7.05 *The Guaranteed Maximum Price ("GMP")*

A. *GMP Established Upon Execution of this Agreement*

Construction Manager guarantees that the total charge to Owner for completion of all Work shall not exceed the GMP of **TBD Dollars (\$\_\_\_\_\_)**. **Construction Manager agrees that it will be responsible for paying or absorbing all costs of completing the Work which exceed the GMP, as said GMP may be adjusted in accordance with the Contract Documents, including but not limited to the markups for Change Orders set forth herein.**

B. It is the intent of the parties that the GMP will be increased or decreased by any additive or deductive Change Orders that change the scope of the Work with commensurate changes to the Cost of Work in accordance with Article 4.

C. In the event of any "buy out" transactions, agreements by the Construction Manager with a subcontractor for the subcontractor's cost of its portion of the Work, then such savings shall be shared with the Owner in the following percentages: 50% to Owner, 50% to Construction Manager. Said savings shall be memorialized by appropriate change order. Documentation regarding such "buy out" transactions/agreements shall be subject to the Owner's audit and inspection rights set forth in the General Conditions. To qualify as a "buy out" under this provision, the savings must result from a negotiated price with an existing Construction Manager's subcontractor that lowers the cost of its portion of the Work.

**ARTICLE 8 - COMPENSATION AND PROGRESS PAYMENTS**

8.01 *General*

Payments to Construction Manager are governed in accordance with this Article and the General Conditions.

A. Construction Manager shall submit to Owner on the twenty fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Construction Manager's Application for Payment in accordance with the General Conditions.

B. Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with the General Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under the General Conditions.

C. If Construction Manager's Fee under Section 7.02.A hereof is a fixed amount, the amount of Construction Manager's Fee to be included in Construction Manager's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Construction Manager's Fee.

D. All payments to Construction Manager exclusive of those made directly by Owner to any vendor to Construction Manager will be made by electronic transfer to Construction Manager's bank account. Construction Manager shall promptly provide Owner with wire transfer instructions for the making of such wire transfers to Construction Manager's bank account.

8.02 *Retainage on Progress Payments*

Owner will retain five percent (5%) of each Application for Payment. Upon Substantial Completion of the Work, the retainage shall be reduced in accordance with the Guaranteed Maximum Price Amendment.

8.03 *Interest*

Timeliness and interest due on payments to the Construction Manager are subject to and controlled by Chapter 2251 of the Texas Government Code.

8.04 *Compensation for Work Performed Prior To Execution of Guaranteed Maximum Price Amendment*

- A. Unless otherwise agreed, payments for Work performed prior to Execution of the Guaranteed Maximum Price Amendment shall be made monthly. For the Construction Manager's performance of Work prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall compensate the Construction Manager as follows:
- B. Construction Manager shall be compensated an amount not to exceed **SEVENTY-NINE THOUSAND SIX HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$79,617.00)** for Preconstruction services provided prior to execution of the Guaranteed Maximum Price Amendment in accordance with Sections 7.02 and 8.05 herein. However, should this Agreement be terminated prior to the construction phase, Construction Manager shall be compensated in accordance with the General Conditions.
- C. Compensation for Reimbursable Expenses Prior To Execution of Guaranteed Maximum Price Amendment
  1. Reimbursable Expenses are in addition to compensation set forth in Section 8.04.A and 8.04.B and include expenses, directly related to the Project, incurred by the Construction Manager as follows:
    - a. Transportation and authorized out-of-town travel and subsistence;
    - b. Fees paid for securing approval of authorities having jurisdiction over the Project;
    - c. Postage, handling and delivery; and
    - d. Other Project-related expenditures, if authorized in advance by the Owner.
- D. Payments to the Construction Manager Prior To Execution of Guaranteed Maximum Price Amendment.
  1. Subject to the timeliness and interest provisions in the Government Code Chapter 2251, payments are due and payable to Construction Manager thirty-days following the certification of an application for payment by the Owner's Engineer.
  2. Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be provided to the Owner with each application for payment or invoice on which any charges for reimbursable expenses appears. Further, Construction Manager shall maintain, at its office, a complete record of all costs and accounting data generated in relation to Reimbursable Expenses and services performed for a period of five years following execution of the Guaranteed Maximum Price Amendment or termination of this Agreement, whichever occurs first. Upon request of Owner, and within a reasonable time following such request, Construction Manager will make available for inspection and duplication all records required to be maintained by this section or elsewhere in the Contract Documents.
- E. If the Owner terminates the Contract after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 8.04.B:
  1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
  2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 7.02; and
  3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

*8.05 Contract Price and Payment for Work Performed After Execution of Guaranteed Maximum Price Amendment*

- A. For the Construction Manager's performance of the Work after execution of the Guaranteed Maximum



Price Amendment, the Owner shall pay to the Construction Manager the Contract Price in current funds as agreed Section 7.02 herein and in the Guaranteed Maximum Price Amendment. Notwithstanding any terms to the contrary, the provisions of this Article and the General Conditions shall control the obligations of the Parties with respect to payments made pursuant to the Contract Documents.

- B. Should this Agreement be terminated after execution of the Guaranteed Maximum Price Amendment, Construction Manager shall be compensated in accordance with the terms contained in the General Conditions.

#### 8.06 *Construction Trust Funds*

- A. Construction Manager shall comply with the provisions of the Texas Trust Fund Act, Chapter 162 of the Texas Property Code. With respect to payments made by the Owner, such funds are considered Trust Funds and shall be safeguarded and used as represented by Construction Manager to pay any consultants and subcontractors that may be due payment pursuant to the schedule of values.

### **ARTICLE 9 - PAYMENT APPLICATIONS**

- 9.01 After execution of the Guaranteed Maximum Price Amendment this Article shall be governed by the General Conditions unless specified otherwise herein. To the extent there is a conflict between the terms of this Agreement and the terms of the General Conditions, this Agreement shall prevail.

#### 9.02 *Contract Price*

The Contract Price is stated in the Guaranteed Maximum Price Amendment.

#### 9.03 *Applications for Payment*

Applications for Payment shall be governed in accordance with the General Conditions.

#### 9.04 *Progress Payments*

Progress Payments shall be governed in accordance with the General Conditions.

- A. After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time limits required by the General Conditions.

- B. The Construction Manager shall pay each consultant, subcontractor, and other person or entity providing services or work for the Construction Manager no later than the time period required by the General Conditions.

#### 9.05 *Failure of Payment*

Failure of payment by Owner within the time limits required by the General Conditions shall entitle the Construction Manager to the remedies contained in Article 16 of the General Conditions.

### **ARTICLE 10 - FINAL COMPLETION**

- 10.01 Final completion shall be governed in accordance with the General Conditions, except as otherwise set forth in this Article.

- A. Timely final completion is an essential condition of this contract. Construction Manager agrees to achieve final completion of the Work within 30 days of the designated or extended substantial completion date. The date of Substantial Completion shall be fixed by this Agreement, unless modified by Change Order, and memorialized by a Certificate of Substantial Completion as provided in the General Conditions.

### **ARTICLE 11 - OWNERSHIP OF WORK PRODUCT, COPYRIGHTS AND LICENSES**

- 11.01 Ownership of work product, copyrights and licenses, if applicable, shall be governed in accordance with the General Conditions.

## **ARTICLE 12- CLAIMS AND DISPUTE RESOLUTION**

- 12.01 General Claims and dispute resolution will be governed in accordance with the General Conditions.

12.02 *Mutual Waiver of Consequential Damages* - Excluding losses covered by insurance required by the Contract Documents, the Owner and Construction Manager agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, loss of reputation, or insolvency. The Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, losses of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. To extent there is a conflict between the terms of this provision and the terms of the General Conditions, this provision shall prevail.

## **ARTICLE 13 - BONDS AND INSURANCE**

### *13.01 Insurance*

Construction Manager and Owner shall procure the insurance coverages set forth in the Insurance Exhibit 3 attached hereto and in accordance with Article 6 of the General Conditions.

### *13.02 Bonds and Other Performance Security*

In accordance with Article 6 of the General Conditions and Texas Government Code chapter 2253, Construction Manager shall provide performance bond and labor and material payment bonds.

## **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

### *14.01 Governing Law*

The Contract shall be governed by the law of the state of Texas.

### *14.02 Venue*

This Agreement is entered into and performed in El Paso County, Texas, and the Construction Manager and the Owner agree that mandatory venue for any legal action related to this contract shall be in the District Courts of El Paso County, Texas.

### *14.03 Successors and Assigns*

The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without the express written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract and the attempted assignment shall be of no legal force or effect as to the other party.

### *14.04 Written Notice*

- A.** Whenever any provision requires the giving of written notice, it will be deemed to have been validly given if:
1. Delivered in person by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;
  2. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or
  3. Delivered by electronic means with a correspondence confirmation of delivery or read receipt.

14.05 *Rights and Remedies*

- A. Duties and obligations imposed by the Contract Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act by the Owner or Construction Manager shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.06 *Interpretation*

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

This Agreement is entered into as of the day and year written above ("The Date of Execution"):

OWNER

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

CONSTRUCTION MANAGER

By:  Brian Martin  
Title: GR. VICE PRESIDENT

  Reviewed  
Legal

PA

**Exhibit 1 – Prevailing Wage Rates**

## Exhibit 2- Apprenticeship Program

**Exhibit 3 – Insurance Rider**



#### **Exhibit 4– List of Owner’s Permits**

None. Owner shall not have any duty to obtain any permits in connection with the Work. All required permits and other government authorizations required in connection with the Project are to be obtained by Construction Manager in the performance of the Work.

**Exhibit 5 – Forms of Payment Bond and Performance Bond**

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both.
  10. *Claim*—(a) A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Owner's decision regarding a Change Proposal; seeking resolution of a contractual issue that Owner has declined to address; or seeking other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Construction Documents* - The documents, consisting of Drawings and Specifications setting forth in detail the quality levels of materials and systems, including other written or graphic instructions used for construction of the Project.
13. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
14. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
15. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
16. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
17. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work. If the Work is to be performed using a Design-Build project delivery method, then any reference to the Contractor herein, shall mean the Contractor, Architect or Engineer comprising the Design-Build Team. If the Work is to be performed using a Construction Manager At-Risk (CMAR) project delivery method, then any reference to the Contractor herein, shall mean the Construction Manager.
18. *Cost of the Work*—See Paragraph 13.01 for definition.
19. *Design-Build Team (if applicable)*— Group comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.
20. *Design Consultant (if applicable)*- A qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.
21. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

22. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
23. *Engineer*—The individual or entity named as such in the Agreement. The individual or entity may be an employee of Owner, whether that individual holds the title of City Engineer or is an individual within the City Engineer's department, or may be an independent design consultant retained by Owner for the Project. In any event, the Engineer will serve as Owner's agent during design and construction phases, and provide technical guidance and recommendations, subject to Owner's approval.
24. *Field Order*—A written order approved by Owner and issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
25. *Final Completion* - The date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared in accordance with the General Conditions of Contract and the submission of all documents required by the General Conditions of Contract.
26. *Force Majeure Events* - Those events that are beyond the control of both Contractor and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, unusually severe weather conditions not reasonably anticipated, and other acts of God, not due to the negligence of the party claiming Force Majeure.
27. *GMP Exhibit* - That exhibit attached to the Agreement, which exhibit will have been agreed upon by Owner and Contractor prior to the execution of the Agreement. If the Work is to be performed using a Design-Build project delivery method, then the GMP Exhibit will be referred to as the Design-Build Amendment. If the Work is to be performed using a CMAR project delivery method, then this defined term will govern.
28. *GMP Proposal* - That proposal developed by Contractor in accordance with the Agreement Between Owner and Contractor with an option for a Guaranteed Maximum Price.
29. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
30. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
31. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

32. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
33. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
34. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
35. *Owner’s Project Criteria* – Criteria developed by or for Owner to describe Owner’s program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Build Teams performance of the Work. Owner’s Project Criteria may include conceptual documents, design criteria, performance requirements, prescriptive specifications, and Green Globes ® or other sustainable design criteria and other Project-specific technical materials and requirements.
36. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence, project critical path, project milestones, relationship and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
37. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
38. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
39. *Resident Project Representative*—The authorized representative of Owner assigned to assist Owner at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative. Owner’s Resident Project Representative may be the Engineer or Architect if Owner so designates.
40. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
41. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review and Owner’s approval of the submittals and the performance of related construction activities.



42. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
43. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
44. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
45. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
46. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
47. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer and subject to the Owner's approval, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
48. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
49. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
50. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
51. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to

Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

52. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
53. *Unit Price Work*—Work to be paid for on the basis of unit prices.
54. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents. If the Work is to be performed using a Design-Build project delivery method, then the Work also includes the design services required by the Contract Documents. If the Work is to be performed using a CMAR project delivery method, then the Work also includes the preconstruction services required by the Contract Documents.
55. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Day*:
  1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- C. *Defective*:
  1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.

D. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- E. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit for Engineer's review and - Owner's approval:
1. a preliminary Progress Schedule for indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, critical path, relationships between the Work, Work Milestones, and including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals to coincide with the progress schedule; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. Should the Contractor or Owner wish to establish any Milestones that will be subject to individual schedules and/or completion dates, these Milestones shall be established at this conference and any Change Orders or contract modifications relating to the establishment of Milestones will be presented to the Owner for acceptance and execution by the Parties in accordance with the terms and provisions contained herein.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, Owner, and others as appropriate, will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and approved by Owner based on Engineer's recommendations.
1. The Progress Schedule will be acceptable to Engineer and Owner if it is cost loaded and provides an orderly progression of the Work to completion within the Contract Times, provides critical path, milestones, operation disruptions periods. Such acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, three-dimensional modeling (such as Building Information Models), and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure cloud-based construction management software application.
- B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 2.07 *Designation of Authorized Representatives*

- A. Prior to or within three (3) days of the Notice to Proceed, the Owner and Contractor shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Subject to Owner's approval, such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

#### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. If the Work is being performed using the CMAR project delivery method, then Contractor shall promptly report in writing to Engineer and Owner any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer subject to Owner's approval, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01. If the Work is being performed using the Design-Build project delivery method, then Contractor shall promptly make such report to the Owner.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer and Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer subject to Owner's approval, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Should Contractors perform the Work after discovery of such a conflict without reporting the conflict or before receipt of a clarification or interpretation by

Engineer, Contractor will be solely liable for any correction or other measures that may be required to overcome the conflict or bring the Work into compliance with the Contract Documents.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit via secure cloud-based construction management software application to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder. The Engineer will provide a recommendation to Owner who will ultimately approve or disapprove such Work.
- B. Engineer will, with reasonable promptness and with Owner's prior written approval, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.



## ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence upon issuance of notice to proceed..

### 4.02 *Commencement of Performance*

- A. No Work shall be done at the Site prior to such date. Contractor may commence performance upon receipt of the Notice to Proceed and in accordance with any terms and dates contained therein.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Contractor shall note the location of all reference points and controls on a set of red-lined drawings or exhibits to be maintained at all time on the jobsite.

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit for Engineer's review and Owner's approval (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Contractor shall provide an updated cost loaded schedule with each Pay Application for Owner's review. Extensions to the Project Schedule that propose to increase Contract Time must be submitted for the Owner's approval and such approval must be reflected and memorialized in a written Change Order.
  - 3. The Contractor shall maintain a current Progress Schedule at the Project site. The current Progress Schedule shall be displayed at the site and shall be available for use and reference by the Owner, Engineer, and Contractor. The Contractor shall have weekly meetings with the Owner where the current Progress Schedule is reviewed and evaluated based on work performed in the past week and planned work for the following week. Should the Progress Schedule require an update or amendment as a result of these meetings, the Progress Schedule provided with the subsequent Pay Application shall so indicate.
  - 4. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Time. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. unusually severe weather conditions;
  - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### *5.01 Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### *5.02 Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
  - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS,

INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS FROM AND AGAINST ANY SUCH CLAIM, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER OR ANY OTHER PARTY INDEMNIFIED HEREUNDER TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY, OR BASED UPON, CONTRACTOR'S PERFORMANCE OF THE WORK, OR BECAUSE OF OTHER ACTIONS OR CONDUCT OF THE CONTRACTOR OR THOSE FOR WHICH CONTRACTOR IS RESPONSIBLE.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. Contractor accepts the responsibility to satisfy itself as to the soil conditions and nature and type of geological formations in and through which this Project will be constructed. Such information as may be obtained from the test borings and accompanying notations shown on the plans is merely for the guidance of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub-surface strata are infallible.
- B. Contractor waives any and all rights to make a claim against Owner relating to representations related to geotechnical data provided in the contract documents, plans and specifications for an amount above any time and price adjustments pursuant to Article 11 due to differing site conditions. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the

extent indicated and only for the point location of the test hole. Contractor shall make its own interpretation of the character and condition of the materials, which will be encountered. Contractor may, at its own expense, make additional surveys and investigations as it may deem necessary to determine conditions, which will affect performance of the Work.

C. *Reports and Drawings*: Owner will identify to the Contractor:

1. any reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. any drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

D. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified by Owner with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection

therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in Contract Times and Contract Price to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  - 2. Contractor shall not be entitled to any adjustment in the Contract Price and Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor submitted its Bid or entered into the Agreement with Owner for the Project; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times and Contract Price, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times and Contract Price, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Contract Documents:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings,



conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility.* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for, performance of the Work; subject, however, to the following:
  - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
  - b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. Contractor shall be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site regardless of whether such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work. Contractor may submit a Change Proposal pursuant to Article 11 regarding its entitlement to any adjustments in the Contract Price and or Contract Time for any associated cost for removal or remediation only if the Hazardous Environmental Condition encountered, uncovered, or revealed at the Site was not brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

- B. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- C. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and deduct all costs incurred from the contract balance or if no contract balance, may file a claim for costs.
- D. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- E. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- G. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE

RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE.

- H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6 – BONDS AND INSURANCE**

### *6.01 Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond in accordance with chapter 2253 of the Texas Government Code. Contractor shall also furnish such other bonds as are required by other specific provisions of the Contract.
- B. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds in a form acceptable to Owner. The surety on the bonds must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Texas, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide bonds from another surety, all of which shall comply with the requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

### *6.02 Insurance—General Provisions*

- A. Owner is self-insured as a municipality of the State of Texas.
- B. Contractor shall provide all insurance with required by Exhibit A to these General Conditions, Owner's Insurance Requirements.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### *7.01 Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of

construction, unless the Contract Documents give other specific instructions concerning these matters.

- B. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- C. At all times during the progress of the Work, Contractor shall keep a competent resident superintendent who shall not be replaced without written consent of Owner. Such consent shall not be unreasonably withheld. The superintendent shall supervise and direct all portions of the Work.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.
- C. Prevailing Wages must be paid to all laborers on the Project. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage. The City of El Paso has performed and requires the use of its Wage Rate Determination. Such wage rate determination is available to Contractor and shall be the basis of any bids and payments to labor for the Project. If the Project involves federal funding, the Contractor is required to pay the higher wage as between the El Paso wage rate determination and the rates published by the U.S. Department of Labor pursuant to the Davis-Bacon Act.
- D. Certified payrolls demonstrating compliance with the prevailing wage requirements shall be maintained by the Contractor and all Subcontractors performing the Work. The Contractor is required to submit to the Owner a copy of all certified payrolls for any pay period with each Pay Application. Pursuant to Chapter 2258, Texas Government Codes, the Contractor shall forfeit as a penalty to the City of El Paso sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract, by him, or by any subcontractor under him. Furthermore, failure to provide certified payrolls may be grounds for withholding of funds and default as provided in sections 15.01 and 15.06 herein.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and

incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer or Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer recommend the use of other items of material or equipment, or items from other proposed suppliers saving under the circumstances described below and subject to written approval by Owner.
  - 1. If Engineer in its discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, and provided Owner has authorized such determination, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the judge of acceptability, subject to Owner's approval. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination. Use of an unapproved "or-equal" item will render such Work defective and will be subject to Article 14 provisions.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer, with Owner's approval, authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and

- 3) be suited to the same use as that specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer will be the judge of acceptability. Subject to Owner's approval, no substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- E. *Effect of Engineer's Determination:* If Engineer and Owner approve the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.



- B. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- C. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- D. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- E. Contractor shall be solely responsible for pull planning scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- F. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- G. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- H. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.
- I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- J. If the construction manager at risk project delivery method is being utilized, the award of all Subcontracts shall be subject to the provisions governing competitive bidding of scopes of work in Texas Government Code Chapter 2269 and the applicable terms contained in the Agreement executed by the Parties.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. However, if the Contractor has reason to believe that the design, process or product required by the Owner is an infringement of a copyright or a patent, the Contractor shall be responsible for such any

loss on account thereof, unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Contractor, the Owner shall give prompt written notice to the Contractor.

- B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE NOT SPECIFIED IN THE CONTRACT DOCUMENTS.

#### *7.08 Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, fees, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. The Owner will waive the fees for any permits, licenses, and inspections issued by the City of El Paso. Contractor will be responsible for all utility costs and for re inspection fees.

#### *7.09 Taxes*

- A. The Owner enjoys tax-exempt status as a municipality. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings for the tax-exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

#### *7.10 Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses. However, Contractor has no responsibility or liability for determining whether the Work as described in the Contract Documents complies with applicable Laws or Regulations.

#### 7.11 *Record Documents*

- A. Contractor shall maintain in a secure cloud-based construction management software application and in safe place at the Site one printed record copy of all Drawings, Specifications, Schedules, Addenda, Meeting Agenda, Meeting Minutes, Project Financials Change Orders, Work Change Directives, Field Orders, Test Result, owner provided test results, owner provided field reports, Field Inspection Report, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer and Owner for reference. Upon completion of the Work, Contractor shall deliver these record documents to Owner. Delivery of a complete set of record documents to Owner is a condition precedent to Final Completion.

#### 7.12 *Safety and Protection*

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all Laws and Regulations regarding safety and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of

Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### *7.13 Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### *7.14 Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### *7.15 Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Upon recommendation provided by Engineer, if Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.
- B. In the event there is an accident involving injury to any individual on or near the Work, the Contractor shall notify Owner's Representative within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner, for the Owner's and Engineer's records, within forty-eight (48) hours of the event. Nothing in this section will relieve Contractor of its obligations and responsibilities with respect to an injury under any state and federal laws and regulations.

#### *7.16 Shop Drawings, Samples, and Other Submittals*

##### *A. Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. Reviewed, approved and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the

Contract Documents;

- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and Owner's approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
  2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's and Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

- C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review*:
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer and Owner. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's and Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  3. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  4. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
  5. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures*:
1. Contractor shall make corrections required by Engineer or Owner and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
  2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement

for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. The Contractor warrants and guarantees for one (1) year from Final Completion, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material and/or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion even if discovered more than one (1) year after Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal;
  - 6. the issuance of a notice of acceptability by Engineer;



7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- E. The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Final Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work which is defective or nonconforming, or the acceptance of nonconforming Work.
  - F. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
  - G. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
  - H. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
  - I. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of the Contractor to correct the Work, pursuant to the warranties provided, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### 7.18 *Indemnification*

- A. TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY DESIGN CONSULTANT, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY

OF THEM TO PERFORM ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

- B. CONTRACTOR SHALL DEFEND ANY ACTION OR PROCEEDING BROUGHT AGAINST OWNER BASED ON ANY CLAIM THAT THE WORK, OR ANY PART THEREOF, OR THE OPERATION OR USE OF THE WORK OR ANY PART THEREOF, CONSTITUTES INFRINGEMENT OF ANY PATENT (ENFORCEABLE IN THE UNITED STATES), COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT NOW OR HEREAFTER ISSUED ("IP RIGHT"). CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST ALL DAMAGES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES AWARDED AGAINST OWNER OR CONTRACTOR IN ANY SUCH ACTION OR PROCEEDING. CONTRACTOR AGREES TO KEEP OWNER INFORMED OF ALL DEVELOPMENTS IN THE DEFENSE OF SUCH ACTIONS.
- C. IF OWNER IS ENJOINED FROM THE OPERATION OR USE OF THE WORK, OR ANY PART THEREOF, AS THE RESULT OF ANY IP RIGHT SUIT, CLAIM, OR PROCEEDING, CONTRACTOR SHALL AT ITS SOLE EXPENSE TAKE REASONABLE STEPS TO PROCURE THE RIGHT TO OPERATE OR USE THE WORK WITH DUE CONSIDERATION OF THE MINIMIZING THE IMPACT ON OWNER'S OPERATIONS AND THE COST THEREOF. IF CONTRACTOR CANNOT SO PROCURE SUCH RIGHT WITHIN A REASONABLE TIME, CONTRACTOR SHALL PROMPTLY, AT CONTRACTOR'S OPTION AND AT CONTRACTOR'S EXPENSE, (I) MODIFY THE WORK SO AS TO AVOID INFRINGEMENT OF ANY SUCH IP RIGHT OR (II) REPLACE SAID WORK WITH WORK THAT DOES NOT INFRINGE OR VIOLATE ANY SUCH IP RIGHT.
- D. PROVIDED THAT OWNER IS NOT IN BREACH OF ITS CONTRACTUAL OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR FOR UNDISPUTED AMOUNTS, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ANY CLAIMS BROUGHT AGAINST OWNER OR AGAINST THE PROJECT AS A RESULT OF THE FAILURE OF CONTRACTOR, OR THOSE FOR WHOSE ACTS IT IS RESPONSIBLE, TO PAY FOR ANY SERVICES, MATERIALS, LABOR, EQUIPMENT, TAXES OR OTHER ITEMS OR OBLIGATIONS FURNISHED OR INCURRED FOR OR IN CONNECTION WITH THE WORK. WITHIN THREE (3) DAYS OF RECEIVING WRITTEN NOTICE FROM OWNER THAT SUCH A CLAIM HAS BEEN FILED, CONTRACTOR SHALL COMMENCE TO TAKE THE STEPS NECESSARY TO DISCHARGE SAID CLAIM, INCLUDING, IF NECESSARY, THE FURNISHING OF A PAYMENT BOND. IF CONTRACTOR FAILS TO DO SO, OWNER WILL HAVE THE RIGHT TO DISCHARGE THE CLAIM AND HOLD CONTRACTOR LIABLE FOR COSTS AND EXPENSES INCURRED, INCLUDING ATTORNEYS' FEES.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's and Owner's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's and Owner's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

7.20 *Contractor's Payment Obligations*

- A. Contractor shall pay each Design Consultant, Subcontractor, and other person or entity providing services or work for the Contractor no later than the time period required by chapter 2251 of the Texas Government Code, and in accordance with its contractual obligations to such parties, all the amounts Contractor has received from Owner on account of their work. Contractor will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer and Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the Owner must provide written notice to the Contractor of additional work that includes the scope of the work, general location, time-frame, and the identity of the party(ies) performing the work. Additionally, the Owner must provide or have provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility on behalf of the Owner to address coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in writing, the Contractor shall have responsibility for coordination among other parties at and adjacent to the Project Site. The Contractor shall ensure through such coordination that neither its Work, nor any other parties' work is delayed or impeded because of a lack of such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes

damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times and the Contractor performing its obligation pursuant to section 8.02.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO SUCH DAMAGE, DELAY, DISRUPTION, OR INTERFERENCE.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### *9.01 Communications to Contractor*

- A. For all Project and performance of Work matters, Owner will issue communications to Contractor through Engineer. However, Owner may, at its discretion, issue communications related to the Project directly to Contractor. In all such direct communications, Owner will endeavor to copy Engineer.

### *9.02 Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due in the manner and within the time limits proscribed by chapter 2251 of the Texas Government Code.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

9.06 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.07 *Evidence of Financial Arrangements*

- A. Within Thirty (30) days of executing the Agreement, Contractor may request, and Owner shall furnish, reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

9.08 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will act as the Owner's representative for Project administration during the construction period. Engineer shall not have the authority to bind the Owner as that authority lies with the Owner's designated representative, but Engineer may communicate on behalf of Owner in all Project matters.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of

Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

*10.03 Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in this Article 10.

*10.04 Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14, subject to Owner's approval.

*10.05 Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

*10.06 Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

*10.07 Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Subject to Owner's approval, Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor.



10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Engineer's authority, responsibility and actions as Owner's representative shall not give rise to any liability to Contractor. Contractor expressly waives any claims it has against Engineer for the performance of its responsibilities as Owner's representative.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.
- C. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- D. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. A Change Order shall be used to amend or supplement the Contract Documents when the Parties agree to the amendment, supplement, modification to the scope of work, or change in the Contract Price or the Contract Times.
  - 2. *Work Change Directives:* A Work Change Directive may be issued by the Owner if the Parties cannot agree on a Change Order. A Work Change Directive may also be issued if the Parties expect that the change ordered by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times.
    - a. In the event the Owner has issued a Work Change Directive that the Parties subsequently agree shall be incorporated into a Change Order, the Contractor must submit its Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive.

- b. Adjustments to the Contract Price for Work performed pursuant to a Work Change Directive issued by the Owner without agreement of the Parties shall be governed by the provisions in section 11.04.
  - c. Upon receipt of a Change Directive, Contractor shall promptly proceed with the change in the Work involved.
3. *Field Orders:* Owner or Engineer (with Owner's approval) may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein. Provided the Construction Manager-At Risk project delivery method is being used, subject to Owner's prior written approval, Contractor may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Contractor shall promptly inform Owner and Engineer, in writing, of any such changes and record such changes on the documents maintained by Contractor.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Price shall comply with the

provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2) properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner; or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall not exceed 15 percent;
  - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall not exceed five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net

decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### *11.05 Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### *11.06 Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer and Owner to request an adjustment in the Contract Times or both Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer and Owner promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. Failure by Contractor to comply with this submittal procedure will constitute an express waiver of any Claim for relief.
  - 2. *Engineer's Action:* Engineer will review each Change Proposal with Owner and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Engineer's action on a Change Proposal will not have the effect of adjusting the Contract Time or Contract Price without express written approval of Owner and a memorialization of Engineer's Action in a Change Order. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of

Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

#### 11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12 – CLAIMS**

#### 12.01 *Claims*

- A. The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver written notice directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. In the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The responsibility to substantiate a Claim shall rest with the party making the Claim. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, the mediation shall occur within 60 days of the agreement to mediate. However, the mediation may be stayed and its scope and schedule may be amended, provided that the mediation occur no later than 60 days following Final Completion. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules.
  3. Owner and Contractor shall each pay one-half of the mediator’s fees and costs.
  4. Mediation is a condition precedent to litigation before a court of competent jurisdiction or tribunal.
- E. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party.
- F. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise, that agreement should be memorialized in a Change Order if the Project is ongoing at the time of resolution and the agreement affects the Contract scope, price, or time.
- G. *Duty to Continue Performance:* Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work pending the final resolution of any dispute or disagreement between Contractor and Owner.

- H. The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise arising out of or related to the Contract in accordance with the requirements of this article 12, the dispute resolution provisions of article 17 and within the time period specified by applicable law. The Contractor waives all claims and causes of action not commenced in strict accordance with this Article.
- I. *Claims Arising After Final Payment:* If the Contractor intends to make a Claim for an increase in the Contract Price or Contract Time, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property. Failure to provide written notice of a Claim in accordance with this Article and other applicable provisions of the Contract Documents constitutes an express waiver by the Contractor of any right of recovery on such Claim.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### *13.01 Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  - 1. Payroll costs for employees in the employ of Contractor in the direct performance of the Work. Such employees shall include, without limitation, superintendents, foremen, project manager and other personnel employed full time. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation and health and retirement benefits applicable thereto.
  - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.



3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Supplemental costs including the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - c. Rentals of all construction equipment and machinery, and the parts thereof, approved by Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
    - d. The cost of utilities, fuel, and sanitary facilities at the Site.
    - e. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's employees, agents and other personnel not included in Paragraph 13.01.B, whether at the Site or in Contractor's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  4. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of

any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 13.02 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor and Owner the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Provided the Owner has approved such decision, Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer and Owner timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall be responsible for providing the services of an independent inspection and testing lab if the Contract Documents and Specifications so require.
- C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner.

- D. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.

- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work, subject to Owner's approval.
- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Subject to Owner's prior written approval, Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Owner shall be responsible for costs associated with requests for special testing to the extent uncovered work found to be in conformance.
- B. If any Work is covered contrary to the written request of Engineer or Owner, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, upon Owner's approval and Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

*14.06 Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

*14.07 Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer or Owner to correct defective Work, or to remove and replace rejected Work as required by the Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. If no payments are due to the Contractor or insufficient funds remain as part of the Contract Price then unpaid to the Contractor, the Contractor shall be liable to the Owner and shall promptly reimburse the Owner for all costs following written notice of the amount due to the Owner.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### *15.01 Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 25 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer and Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by an invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's

observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents; and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work;



- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required certified payrolls, bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. liquidated damages, if applicable, or other damages resulting from delay have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - h. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, services, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens, claims, security interests, encumbrances, and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment. If the Agreement calls for a Design-Build project delivery method, the Contractor shall issue a certificate of Substantial Completion to the Owner.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. At that inspection, Owner and Engineer will review, supplement, and edit the initial punch list prepared by Contractor or prepare an additional punch list if Contractor has not yet provided a punch

list. If Owner or Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Owner and Engineer consider the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall set forth (i) the date of Substantial Completion, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. If Owner and Engineer do not consider the Work substantially complete, the Engineer shall notify Contractor of such, in writing, with a specific explanation of those portions of the Work that are the basis for determining the Work is not substantially complete. If the Agreement calls for a Design-Build project delivery method, the Contractor shall submit a preliminary certificate of Substantial Completion to the Owner.
- D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

#### *15.04 Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03 for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Owner or Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Owner or Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work.

4. No use or occupancy or separate operation of part of the Work by Owner will relieve Contractor of its insurance obligations under these Contract Documents.
- B. The Owner, at the Owner's sole option, shall have the right to take possession of and use any completed or partially completed portion of the Work regardless of the time for completing the entire Work. The Owner's exercise of such use and possession shall not be construed to mean that the Owner acknowledges that any part of the Work so possessed and used is substantially complete or that it is accepted by Owner, and the Owner's exercise of such use and possession shall not relieve the Contractor of its responsibility to complete all Work in accordance with the Contract Documents.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. In such case, Contractor must bear the cost of any additional Work or services of the Owner until the Work is determined to be finally complete.

#### 15.06 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer and Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled;
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights or claims arising out of the Work, and of Liens or claims filed in connection with the Work; and
  - f. a general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien or claim could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in claims, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien or claim, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from defective Work appearing after final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted, expressly reserved, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is in need of repair, adjustment, modification, correction, or found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

#### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall

be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply an Architect, Engineer, or sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Fails to make payment to the Consultants, Contractors, Subcontractors, or Suppliers for services, materials or labor in accordance with their respective agreements with the Contractor;
  - 3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
  - 4. Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor or vendor agrees that the contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter;
  - 5. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents; or
  - 6. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor and the Contractor's surety, if any, ten (10) days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default,
  - 2. exercise any rights afforded to it under the Contract Documents,
  - 3. give Contractor notice that the Contract is terminated; and/or
  - 4. enforce the rights available to Owner under any applicable performance bond.
- C. If Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient. If Owner chooses to complete the Work in accordance with this provision, Owner and Contractor expressly agree that Owner shall be exempt from publicly bidding the completion work pursuant to Sections 252.021 and 252.022 of the Texas Local Government Code.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if

Contractor within the ten (10) day cure period begins to correct its failure to perform and proceeds diligently to cure such failure.

- E. If Owner proceeds to complete the Work and/or correct the default, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Contractor will only be entitled to be paid for Work performed prior to its default. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such costs shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Contractor's default.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety.
- G. If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Paragraph 16.03 of the Agreement.

*16.03 Owner May Terminate For Convenience*

- A. Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid (subject to the GMP) for:
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and
  - 3. demobilization expenses.
- B. Contractor shall not be paid for any economic loss arising out of or resulting from such termination, except for those costs expressly identified above.
- C. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
  - 1. cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
  - 2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and



3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.
- D. If Owner terminates the contract for convenience and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in the Contract Documents.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 180 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

#### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
  3. Reserved claims of Owner or Contractor under these Control Documents, including Article 12.
- B. *Final Resolution of Disputes:*
  1. For any disputes subject to this article, Owner and Contractor shall endeavor to resolve their Claims by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having

jurisdiction. Mediation is a condition precedent to litigation before a court of competent jurisdiction.

2. For any claim not resolved by mediation, the parties agree to submit such claims to the jurisdiction of the District Court of El Paso County, Texas for final dispute resolution.

## **ARTICLE 18 – MISCELLANEOUS**

### *18.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or
  3. delivered by electronic means with a corresponding confirmation of delivery or read receipt.

### *18.02 Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday or a legal holiday, the computation of time will conclude on the next business day.

### *18.03 Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by special warranty or guarantee, or by other provisions of the Contract.

### *18.04 Limitation of Damages*

- A. The Contractor and Owner waive claims against each other for the following damages arising out of or relating to this Contract. This mutual waiver includes:
  1. damages incurred by the Owner for loss of financing, business opportunity and reputation, and for loss of management or employee productivity or of the services of such persons; and
  2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- B. The damages limitation set forth in Paragraph 18.04.A above is not intended to affect the payment of liquidated damages, if applicable, or delay damages which both

parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be incidental to the Work.

*18.05 No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

*18.06 Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

*18.07 Controlling Law*

- A. This Contract is to be governed by the law of the state of Texas. However, the laws of the state in which Project is located, including applicable federal laws and governmental authorizations and permits issued with respect to the Work pursuant to state or federal law, shall pertain as to the duty of Contractor to construct the Work in compliance with legal requirements.

*18.08 Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions, and shall not in any way be construed to limit or alter the meaning of any provision.

*18.09 Prevailing Wage*

- A. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

*18.10 Right to Audit:*

- A. Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Agreement for four (4) years from the date of final payment under this Agreement.
- B. The Owner shall have the exclusive right to examine the records of the Contractor. The term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as

computer-readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:

1. The Contractor's compliance with contract requirements;
  2. The Contractor's compliance with the Owner's business ethics policies; and
  3. If necessary, the extent of the Work performed by the Contractor at the time of contract termination.
- C. The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article 18.10 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to subcontractors and sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Related Parties and all of the Contractor's subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.
- D. The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 18.10.
- E. If an audit inspection or examination in accordance with this Article 18.10 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor.

Contractor shall have the right to challenge the audit finding. If the audit findings were incorrect, Contractor shall not be responsible for the costs of the audit.

*18.11 Trust Funds*

- A. This Project is subject to the Texas Trust Fund Statute, chapter 162 of the Texas Property Code, and the Parties acknowledge that the payment obligations contained herein for the Contractor to receive funds from the Owner and then use those funds to pay such Subcontractors, Suppliers, Vendors, Consultants, and the like, are subject to the Trust Fund Statute and the Owner's audit rights outline in this Article 18.

*18.12 Severability*

- A. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

*18.13 Amendments*

- A. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

*18.14 Assignment*

- A. Contractor shall not, without the written consent of the Owner assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents, other than to an affiliate. An assignment to an affiliate shall not relieve the assignor of its obligations under this Agreement.

*18.15 Confidential Information*

- A. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (a) the transmitting party identifies as either confidential or proprietary; (b) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.
- B. A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

*18.16 Public Art Component*

- A. This Project is subject to the Owner's Public Art initiative and, as such, two percent (2%) of the Project budget, through separate funds, are devoted to the commission or acquisition and installation of a public art work. The Contractor expressly acknowledges that the Public Art component is part of the Work. The Contractor agrees to coordinate

with the Owner and the artist for installation of the art work at the direction of the artist and the Owner. The cost of such coordination, direction and installation shall be born by Contractor and are part of the Contract Price.

*18.17 Open Records Act/Texas Public Information Act Requests*

- A. The Contractor recognizes that this Project is publicly owned and the Owner is subject to the disclosure requirements of the Texas Public Information Act (“TPIA”). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner’s obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the Owner’s audit rights in section 18.10.
- B. The Contractor must preserve all contracting information related to this contract as provided by the records retention schedule requirements applicable to the City for the duration of this contract. Contractor will promptly provide the City any contracting information related to this contract that is in the custody or possession of the Contractor on request of the City. On completion of this contract, Contractor will either provide at no cost to the City all contracting information related to this contract that is in the custody or possession of the Contractor or preserve the contracting information related to this contract as provided by the records retention requirements applicable to the City.



# Eastside Regional Command Center Construction Manager at Risk Pre- Construction Services Award

Solicitation No. 2021-0375R

March 2, 2021





# Project Details

Eastside Regional Command Center	
Location	10 acre parcel located at 14301 Pebble Hills Blvd. (Corner of Tim Foster St. and Pebble Hills Blvd.)
District	5
Total Budget:	\$38,600,000
Funding Source	2019 Public Safety Bond
Architect of Record	MNK Architects

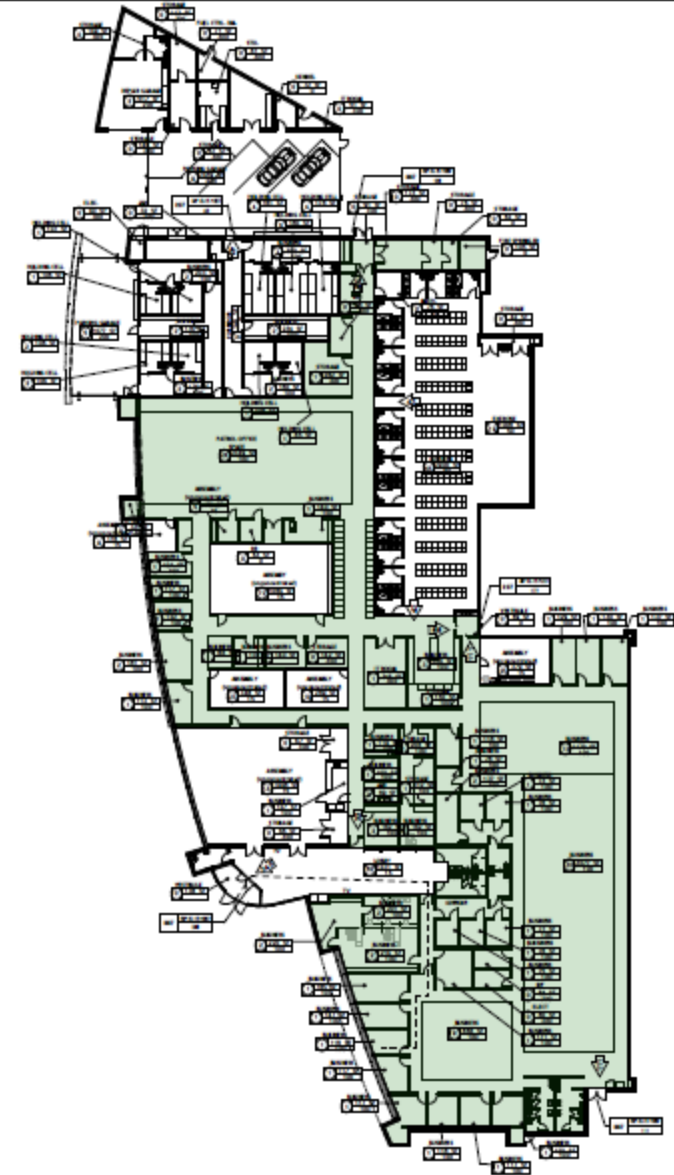


# Project Location



*Property uses in the area*

# Project Rendering/Floor Plan





# Project Status

- **Scope:** Design and construct a new Regional Police Command to enhance public safety services for the rapidly growing eastside of El Paso. Facility to include a municipal bond office and a vehicle fueling station. In the future a new fire station, FS 38, will be constructed adjacent to the command center.
- **Prior Actions:** On May 26, 2020 City Council approved a resolution authorizing the award of an Architectural/Engineering Services contract with MNK Architects. MNK has master-planned the site, and completed facility programming, and both the conceptual and 60% design phases.
- **Contracting Strategy** Construction Manager at Risk (CMAR) contract.

## CMAR Contracting

- **Advantages:** Brought on during the design phase to perform constructability reviews, value engineering, and develop realistic cost estimates and to establish the construction cost, schedule, means and methods, during design.
- **Phases:** A CMAR executed in two phases: Pre-construction Services and Construction. At the conclusion of pre-construction services the contractor provides a guaranteed maximum price (GMP). Should the City fail to agree on a GMP the Construction Services phase of the contract is not awarded and the City will proceed to bid out the project. Council approval is required for award of Construction Services.
- **Today's Action:** Approve Pre-construction phase of CMAR

# Procurement Summary

- Procurement Method
  - Solicitation advertised on November 3, 2020 and November 10, 2020. 6 firms submitted proposals, 4 local suppliers, 2 out of town suppliers.
  - Recommendation
    - To award the pre-construction services phase of the contract to Sundt Construction, Inc. in the amount of \$37,500.00
  - Pre-construction services 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





Legislation Text

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**File #: 21-241, Version: 1**

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

**District 2**

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

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

**STRATEGIC GOAL:**

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

**SUBGOAL: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life**

**SUBJECT:**

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

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

**Award Summary:**

The award of Solicitation 2021-0554 Fort Boulevard Improvements to LESNA CONSTRUCTION, INC. for an estimated total award of \$312,232.00. This award will support the street improvements of Fort Boulevard Improvements between Justus Street and N. Cobia Street. The scope of work will include but not be limited to the demolition of existing sidewalk, driveways and appurtenances, curb and gutter, header curb, milling existing 2" thick asphalt pavement, landscape and irrigation system, installation of concrete stem wall, installation of pedestrian signals. Roadway improvements shall consist of new pavement structure consisting of Hot Mix Asphaltic Concrete (HMAC). Improvements will also include new ADA/TAS compliant sidewalks and ramps. Finally, the improvement project will include a full video image detection system, including electrical conductors, ground box, vehicle and pedestrian signal heads and traffic signal detectors.

Department:	Capital Improvement
Award to:	LESNA CONSTRUCTION, INC. El Paso, TX
Item(s):	All
Initial Term:	210 Consecutive Calendar Days
Base Bid I:	\$312,232.00
Total Estimated Award:	\$312,232.00
Account No.:	580270 - 71240 - 2400 - 471 - G7144CD50
Funding Source:	Community Development Block Grant
District(s):	2

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.

**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:** Capital Improvement

**AGENDA DATE:** March 2, 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) 212-1181

**DISTRICT(S) AFFECTED:** 2

**STRATEGIC GOAL** NO. 7 – Enhance and Sustain El Paso's Infrastructure Network

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

**SUBJECT:**

The award of solicitation 2021-0554 Fort Boulevard Improvements to LESNA CONSTRUCTION, INC. for an estimated award of \$312,232.00.

**BACKGROUND / DISCUSSION:**

Street improvements of Fort Boulevard between Justus Street and N. Copia Street. The scope of work will include but not limited to the demolition of existing sidewalk, driveways and appurtenances, curb and gutter, header curb, milling existing 2" thick asphalt pavement, landscape and irrigation system, installation of concrete stem wall, installation of pedestrian signals. Roadway improvements shall consist of new pavement structure consisting of Hot Mix Asphaltic Concrete (HMAC). Improvements will also include new ADA/TAS compliant sidewalks and ramps. Finally, the improvement project will include a full video image detection system, including electrical conductors, ground box, vehicle and pedestrian signal heads and traffic signal detectors.

**SELECTION SUMMARY:**

Solicitation was advertised on December 8, 2020, and December 15, 2020. The solicitation was posted on City website on December 8, 2020. The email (Purmail) notification was sent out on December 10, 2020. There were a total of sixty one (61) viewers online; eight (8) bids were received; all being from local suppliers.

**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:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$312,232.00

Source: Community Development Block Grant  
580270 – 71240 – 2400 – 471 – G7144CD50

**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 **March 2, 2021**.

**STRATEGIC GOAL 7 – Enhance and Sustain El Paso’s Infrastructure Network**

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

**Award Summary:**

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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.

2021-0554 Fort Boulevard Improvements Bid Tab Summary		
	Contractor's Name	Sum Total Base Bid and Mobilization
1	Lesna Construction, Inc	\$312,232.00
2	Martinez Bros Contractors	\$372,909.25
3	Black Stallion Contractors, Inc.	\$372,940.96
4	Allen Concrete, LLC	\$378,396.27
5	Horizone Construction 1 LTD	\$399,766.00
6	Del Mar Contracting, Inc	\$433,816.50
7	Hawk Construction	\$451,548.57
8	Karlsruher, Inc. dba CSA Constructors	\$459,001.40



# CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements **BID NO:** 2021-0554  
**BID DATE:** January 20, 2021 **DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Del Mar Contracting, Inc.	
				El Paso, TX Bidder 1 of 8		El Paso, TX Bidder 2 of 8		El Paso, TX Bidder 3 of 8	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
1.	Left Blank Intentionally								
2.	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS	\$7,500.00	\$7,500.00	\$6,960.00	\$6,960.00	\$6,000.00	\$6,000.00
3.	1	LS	PRECONSTRUCTION AND POSTCONSTRUCTION VIDEO TAPING OF ENTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS	\$2,500.00	\$2,500.00	\$3,480.00	\$3,480.00	\$1,000.00	\$1,000.00
4.	8	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL	\$4,000.00	\$32,000.00	\$3,480.00	\$27,840.00	\$3,500.00	\$28,000.00
5.	2,670	SY	MILLING & RESURFACING (2" THICK)	\$17.50	\$46,725.00	\$17.40	\$46,458.00	\$20.00	\$53,400.00
6.	1,435	SY	REMOVE CONCRETE SIDEWALK AND APPURTENANCES	\$18.00	\$25,830.00	\$8.12	\$11,652.20	\$9.00	\$12,915.00
7.	1,500	LF	DEMOLITION, REMOVAL AND DISPOSAL OF EXISTING CONCRETE CURB & GUTTER, AND HEADER CURB	\$2.50	\$3,750.00	\$3.48	\$5,220.00	\$4.00	\$6,000.00
8.	1,600	LF	FURNISH AND INSTALL RAISED HEADER CURB	\$11.06	\$17,696.00	\$13.92	\$22,272.00	\$16.00	\$25,600.00
9.	425	SY	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE DRIVEWAYS COMPLETE IN PLACE	\$58.97	\$25,062.25	\$64.96	\$27,608.00	\$69.00	\$29,325.00

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_





# CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements **BID NO:** 2021-0554  
**BID DATE:** January 20,2021 **DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC		Black Stallion Contractors, Inc.		Del Mar Contracting, Inc.	
				El Paso, TX Bidder 1 of 8		El Paso, TX Bidder 2 of 8		El Paso, TX Bidder 3 of 8	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
10.	340	SY	FURNISH AND INSTALL 4-INCH REINFORCED CONCRETE SIDEWALKS COMPLETE IN PLACE	\$35.77	\$12,161.80	\$52.20	\$17,748.00	\$54.00	\$18,360.00
11.	220	LF	FURNISH AND INSTALL STEM WALL	\$26.50	\$5,830.00	\$29.00	\$6,380.00	\$23.00	\$5,060.00
12.	2	EA	FURNISH AND INSTALL PEDESTRIAN SIGNAL	\$3,180.00	\$6,360.00	\$3,190.00	\$6,380.00	\$3,400.00	\$6,800.00
13.	8	EA	FURNISH AND INSTALL REINFORCED ADA RAMP COMPLETE IN PLACE	\$850.00	\$6,800.00	\$1,044.00	\$8,352.00	\$850.00	\$6,800.00
14.	1,085	SY	FURNISH AND INSTALL NEW HMA PAVEMENT (2" THICK) COMPLETE IN PLACE	\$13.00	\$14,105.00	\$15.08	\$16,361.80	\$13.00	\$14,105.00
15.	1,085	SY	FURNISH AND INSTALL FLEXIBLE BASE (6" THICK) COMPLETE IN PLACE	\$9.50	\$10,307.50	\$9.45	\$10,253.25	\$6.00	\$6,510.00
16.	1,085	SY	FURNISH AND INSTALL SUBGRADE SCARIFY (8" THICK) COMPLETE IN PLACE	\$17.00	\$18,445.00	\$4.64	\$5,034.40	\$2.00	\$2,170.00
17.	1,170	SF	FURNISH AND INSTALL STAMPED CONCRETE COMPLETE IN PLACE	\$7.86	\$9,196.20	\$8.12	\$9,500.40	\$11.00	\$12,870.00
18.	545	LF	FURNISH AND INSTALL 16" STRIPING (WHITE) COMPLETE IN PLACE	\$6.00	\$3,270.00	\$4.64	\$2,528.80	\$5.00	\$2,725.00

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



# CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements

**BID NO:** 2021-0554

**BID DATE:** January 20, 2021

**DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 1 of 8		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 8		Del Mar Contracting, Inc. El Paso, TX Bidder 3 of 8	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
19.	70	LF	FURNISH AND INSTALL 14" STRIPING (WHITE) COMPLETE IN PLACE	\$7.00	\$490.00	\$5.80	\$406.00	\$6.00	\$420.00
20.	50	LF	FURNISH AND INSTALL 4" STRIPING (WHITE) COMPLETE IN PLACE	\$7.00	\$350.00	\$5.80	\$290.00	\$6.00	\$300.00
21.	3,500	LF	FURNISH AND INSTALL 4" STRIPING (YELLOW) COMPLETE IN PLACE	\$2.00	\$7,000.00	\$1.51	\$5,285.00	\$1.50	\$5,250.00
22.	113	LF	FURNISH AND INSTALL 4" STRIPING (BLUE) COMPLETE IN PLACE	\$6.00	\$678.00	\$4.64	\$524.32	\$5.00	\$565.00
23.	2,300	SF	FURNISH AND INSTALL GOLDEN BROWN SCREENINGS (3" THICK) COMPLETE IN PLACE	\$1.27	\$2,921.00	\$1.16	\$2,668.00	\$1.50	\$3,450.00
24.	1,795	SF	FURNISH AND INSTALL 1 1/2" GOLDEN ROCK MULCH (3" THICK) COMPLETE IN PLACE	\$1.27	\$2,279.65	\$1.04	\$1,866.80	\$1.50	\$2,692.50
25.	25	EA	FURNISH AND INSTALL BOULDERS COMPLETE IN PLACE	\$330.00	\$8,250.00	\$232.00	\$5,800.00	\$300.00	\$7,500.00
26.	1	LS	FURNISH AND INSTALL MINOR GRADING COMPLETE IN PLACE	\$5,280.00	\$5,280.00	\$11,600.00	\$11,600.00	\$25,500.00	\$25,500.00
									Contractor Price: \$28,000.00

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



# CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE: Fort Boulevard Improvements**

**BID NO: 2021-0554**

**BID DATE: January 20, 2021**

**DEPARTMENT: Capital Improvement**

				Allen Concrete, LLC El Paso, TX Bidder 1 of 8		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 8		Del Mar Contracting, Inc. El Paso, TX Bidder 3 of 8	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
27.	20	EA	FURNISH AND INSTALL TREES (4" CAL) COMPLETE IN PLACE	\$750.00	\$15,000.00	\$846.80	\$16,936.00	\$850.00	\$17,000.00
28.	128	EA	FURNISH AND INSTALL 5 GAL SHRUBS COMPLETE IN PLACE	\$35.00	\$4,480.00	\$29.70	\$3,801.60	\$40.00	\$5,120.00
29.	91	EA	FURNISH AND INSTALL 1 GAL SHRUBS COMPLETE IN PLACE	\$20.00	\$1,820.00	\$17.40	\$1,583.40	\$24.00	\$2,184.00
30.	1	LS	FURNISH AND INSTALL VIDEO IMAGE VEHICLE DETECTION SYSTEM COMPLETE IN PLACE	\$16,430.00	\$16,430.00	\$16,496.36	\$16,496.36	\$27,000.00	\$27,000.00
31.	1	LS	FURNISH AND INSTALL AUTOMATIC IRRIGATION SYSTEM COMPLETE IN PLACE	\$19,800.00	\$19,800.00	\$19,860.36	\$19,860.36	\$51,000.00	\$51,000.00
32.	1	LS	IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES: FURNISH AND INSTALL SILT FENCE, CONSTRUCTION ENTRANCES/EXIST AND REMOVAL AND PROPER DISPOSAL OF SILT FENCE AND CONSTRUCTION ENTRANCES/EXITS AFTER COMPLETION OF WORK COMPLETE IN PLACE	\$6,800.00	\$6,800.00	\$7,540.00	\$7,540.00	\$7,500.00	\$7,500.00
33.	145	LF	FURNISH AND INSTALL ELECTRICAL CONDUCTORS COMPLETE IN PLACE	\$12.00	\$1,740.00	\$11.60	\$1,682.00	\$12.00	\$1,740.00
34.	1	EA	FURNISH AND INSTALL GROUND BOXES COMPLETE IN PLACE	\$1,675.00	\$1,675.00	\$1,682.00	\$1,682.00	\$2,000.00	\$2,000.00

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



# CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements **BID NO:** 2021-0554  
**BID DATE:** January 20, 2021 **DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 1 of 8		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 8		Del Mar Contracting, Inc. El Paso, TX Bidder 3 of 8	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
35.	2	EA	FURNISH AND INSTALL VEHICLE AND PEDESTRIAN SIGNAL HEADS COMPLETE IN PLACE	\$575.00	\$1,150.00	\$580.00	\$1,160.00	\$600.00	\$1,200.00
36.	330	LF	FURNISH AND INSTALL TRAFFIC SIGNAL CABLES COMPLETE IN PLACE	\$6.00	\$1,980.00	\$5.80	\$1,914.00	\$6.00	\$1,980.00
37.	2	EA	FURNISH AND INSTALL TRAFFIC SIGNAL DETECTORS COMPLETE IN PLACE	\$2,950.00	\$5,900.00	\$2,958.00	\$5,916.00	\$3,100.00	\$6,200.00
38.	275	LF	FURNISH AND INSTALL PREPARE CONDUITS, GROUNDBOXES, OR MANHOLES COMPLETE IN PLACE	\$6.00	\$1,650.00	\$5.80	\$1,595.00	\$6.00	\$1,650.00
39.	35	LF	FURNISH AND INSTALL CONDUIT COMPLETE IN PLACE	\$41.00	\$1,435.00	\$23.20	\$812.00	\$25.00	\$875.00
40.	2	EA	FURNISH AND INSTALL HANDICAP MARKING, BLUE, COMPLETE IN PLACE	\$180.00	\$360.00	\$232.00	\$464.00	\$200.00	\$400.00
41.	2	EA	FURNISH AND INSTALL HANDICAP SIGN COMPLETE IN PLACE	\$600.00	\$1,200.00	\$754.00	\$1,508.00	\$300.00	\$600.00

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



# CITY OF EL PASO BID TABULATION FORM



PROJECT TITLE: Fort Boulevard Improvements								BID NO: 2021-0554	
BID DATE: January 20, 2021								DEPARTMENT: Capital Improvement	
				Allen Concrete, LLC  El Paso, TX Bidder 1 of 8		Black Stallion Contractors, Inc.  El Paso, TX Bidder 2 of 8		Del Mar Contracting, Inc.  El Paso, TX Bidder 3 of 8	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
42.	42	EA	FURNISH AND INSTALL 8' WHEEL STOP COMPLETE IN PLACE	\$85.00	\$3,570.00	\$232.00	\$9,744.00	\$75.00	\$3,150.00
43.	2	EA	FURNISH AND INSTALL DIRECTIONAL ARROW PAVEMENT MARKING, WHITE, COMPLETE IN PLACE	\$300.00	\$600.00	\$348.00	\$696.00	\$200.00	\$400.00
Sum Total Base Bid I (Items 1-43)				\$360,377.40		\$355,859.69		\$413,316.50	
Mobilization (Not to exceed 5% of Base Bid I)				\$18,018.87		\$17,081.27		\$20,000.00	
Sum Total Base Bid I and Mobilization				\$378,396.27		\$372,940.96		\$433,316.50	
ACKNOWLEDGED ALL AMENDMENTS				Yes		Yes		Yes	
BID BOND				Yes		Yes		Yes	

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



# CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements **BID NO:** 2021-0554  
**BID DATE:** January 20, 2021 **DEPARTMENT:** Capital Improvement

				Hawk Construction El Paso, TX Bidder 4 of 8		Horizone Construction 1 LTD El Paso, TX Bidder 5 of 8		Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 6 of 8	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
1.	Left Blank Intentionally								
2.	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS	\$9,020.30	\$9,020.30	\$7,525.00	\$7,525.00	\$10,500.00	\$10,500.00
3.	1	LS	PRECONSTRUCTION AND POSTCONSTRUCTION VIDEO TAPING OF ENTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS	\$902.03	\$902.03	\$1,130.00	\$1,130.00	\$1,547.00	\$1,547.00
4.	8	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL	\$4,917.00	\$39,336.00	\$903.00	\$7,224.00	\$3,094.00	\$24,752.00
5.	2,670	SY	MILLING & RESURFACING (2" THICK)	\$21.05	\$56,203.50	\$21.30	\$56,871.00	\$21.66	\$57,832.20
6.	1,435	SY	REMOVE CONCRETE SIDEWALK AND APPURTENANCES	\$8.43	\$12,097.05	\$10.40	\$14,924.00	\$11.63	\$16,689.05
7.	1,500	LF	DEMOLITION, REMOVAL AND DISPOSAL OF EXISTING CONCRETE CURB & GUTTER, AND HEADER CURB	\$4.53	\$6,795.00	\$3.00	\$4,500.00	\$4.64	\$6,960.00
8.	1,600	LF	FURNISH AND INSTALL RAISED HEADER CURB	\$15.20	\$24,320.00	\$15.00	\$24,000.00	\$18.56	\$29,696.00
9.	425	SY	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE DRIVEWAYS COMPLETE IN PLACE	\$75.40	\$32,045.00	\$65.60	\$27,880.00	\$80.44	\$34,187.00

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_





# CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements

**BID NO:** 2021-0554

**BID DATE:** January 20, 2021

**DEPARTMENT:** Capital Improvement

				Hawk Construction  El Paso, TX Bidder 4 of 8		Horizone Construction 1 LTD  El Paso, TX Bidder 5 of 8		Karlsruher, Inc. dba CSA Constructors  El Paso, TX Bidder 6 of 8	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
10.	340	SY	FURNISH AND INSTALL 4-INCH REINFORCED CONCRETE SIDEWALKS COMPLETE IN PLACE	\$70.79	\$24,068.60	\$43.50	\$14,790.00	\$71.33	\$24,252.20
11.	220	LF	FURNISH AND INSTALL STEM WALL	\$39.12	\$8,606.40	\$15.00	\$3,300.00	\$15.47	\$3,403.40
12.	2	EA	FURNISH AND INSTALL PEDESTRIAN SIGNAL	\$4,134.31	\$8,268.62	\$4,140.00	\$8,280.00	\$4,254.00	\$8,508.00
13.	8	EA	FURNISH AND INSTALL REINFORCED ADA RAMP COMPLETE IN PLACE	\$1,702.51	\$13,620.08	\$1,330.00	\$10,640.00	\$1,160.00	\$9,280.00
14.	1,085	SY	FURNISH AND INSTALL NEW HMA PAVEMENT (2" THICK) COMPLETE IN PLACE	\$19.54	\$21,200.90	\$19.70	\$21,374.50	\$20.11	\$21,819.35
15.	1,085	SY	FURNISH AND INSTALL FLEXIBLE BASE (6" THICK) COMPLETE IN PLACE	\$12.25	\$13,291.25	\$12.50	\$13,562.50	\$13.92	\$15,103.20
16.	1,085	SY	FURNISH AND INSTALL SUBGRADE SCARIFY (8" THICK) COMPLETE IN PLACE	\$6.01	\$6,520.85	\$2.10	\$2,278.50	\$7.74	\$8,397.90
17.	1,170	SF	FURNISH AND INSTALL STAMPED CONCRETE COMPLETE IN PLACE	\$14.97	\$17,514.90	\$7.90	\$9,243.00	\$15.47	\$18,099.90
18.	545	LF	FURNISH AND INSTALL 16" STRIPING (WHITE) COMPLETE IN PLACE	\$6.01	\$3,275.45	\$12.00	\$6,540.00	\$6.19	\$3,373.55

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_

2021-0554 FORT BOULVEARD IMPROVEMENTS





# CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements

**BID NO:** 2021-0554

**BID DATE:** January 20, 2021

**DEPARTMENT:** Capital Improvement

				Hawk Construction El Paso, TX Bidder 4 of 8		Horizone Construction 1 LTD El Paso, TX Bidder 5 of 8		Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 6 of 8	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
19.	70	LF	FURNISH AND INSTALL 14" STRIPING (WHITE) COMPLETE IN PLACE	\$7.52	\$526.40	\$10.50	\$735.00	\$7.74	\$541.80
20.	50	LF	FURNISH AND INSTALL 4" STRIPING (WHITE) COMPLETE IN PLACE	\$7.52	\$376.00	\$4.80	\$240.00	\$7.74	\$387.00
21.	3,500	LF	FURNISH AND INSTALL 4" STRIPING (YELLOW) COMPLETE IN PLACE	\$1.95	\$6,825.00	\$4.80	\$16,800.00	\$2.00	\$7,000.00
22.	113	LF	FURNISH AND INSTALL 4" STRIPING (BLUE) COMPLETE IN PLACE	\$6.01	\$679.13	\$2.20	\$248.60	\$6.19	\$699.47
23.	2,300	SF	FURNISH AND INSTALL GOLDEN BROWN SCREENINGS (3" THICK) COMPLETE IN PLACE	\$1.65	\$3,795.00	\$1.50	\$3,450.00	\$1.53	\$3,519.00
24.	1,795	SF	FURNISH AND INSTALL 1 1/2" GOLDEN ROCK MULCH (3" THICK) COMPLETE IN PLACE	\$2.03	\$3,643.85	\$1.30	\$2,333.50	\$1.14	\$2,046.30
25.	25	EA	FURNISH AND INSTALL BOULDERS COMPLETE IN PLACE	\$342.77	\$8,569.25	\$260.00	\$6,500.00	\$394.00	\$9,850.00
26.	1	LS	FURNISH AND INSTALL MINOR GRADING COMPLETE IN PLACE	\$977.20	\$977.20	\$4,670.00	\$4,670.00	\$9,282.00	\$9,282.00

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



# CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements **BID NO:** 2021-0554  
**BID DATE:** January 20, 2021 **DEPARTMENT:** Capital Improvement

				Hawk Construction El Paso, TX Bidder 4 of 8		Horizone Construction 1 LTD El Paso, TX Bidder 5 of 8		Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 6 of 8	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
27.	20	EA	FURNISH AND INSTALL TREES (4" CAL) COMPLETE IN PLACE	\$1,034.33	\$20,686.60	\$1,100.00	\$22,000.00	\$1,036.00	\$20,720.00
28.	128	EA	FURNISH AND INSTALL 5 GAL SHRUBS COMPLETE IN PLACE	\$48.86	\$6,254.08	\$38.50	\$4,928.00	\$39.45	\$5,049.60
29.	91	EA	FURNISH AND INSTALL 1 GAL SHRUBS COMPLETE IN PLACRE	\$29.32	\$2,668.12	\$22.50	\$2,047.50	\$23.21	\$2,112.11
30.	1	LS	FURNISH AND INSTALL VIDEO IMAGE VEHICLE DETECTION SYSTEM COMPLETE IN PLACE	\$21,379.62	\$21,379.62	\$21,400.00	\$21,400.00	\$21,999.00	\$21,999.00
31.	1	LS	FURNISH AND INSTALL AUTOMATIC IRRIGATION SYSTEM COMPLETE IN PLACE	\$28,107.26	\$28,107.26	\$25,700.00	\$25,700.00	\$28,673.00	\$28,673.00
32.	1	LS	IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES: FURNISH AND INSTALL SILT FENCE, CONSTRUCTION ENTRANCES/EXIST AND REMOVAL AND PROPER DISPOSAL OF SILT FENCE AND CONSTRUCTION ENTRANCES/EXITS AFTER COMPLETION OF WORK COMPLETE IN PLACE	\$4,169.05	\$4,169.05	\$10,000.00	\$10,000.00	\$6,729.00	\$6,729.00
33.	145	LF	FURNISH AND INSTALL ELECTRICAL CONDUCTORS COMPLETE IN PLACE	\$15.03	\$2,179.35	\$15.00	\$2,175.00	\$15.47	\$2,243.15

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



## CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements

**BID NO:** 2021-0554

**BID DATE:** January 20,2021

**DEPARTMENT:** Capital Improvement

				Hawk Construction El Paso, TX Bidder 4 of 8		Horizone Construction 1 LTD El Paso, TX Bidder 5 of 8		Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 6 of 8	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
34.	1	EA	FURNISH AND INSTALL GROUND BOXES COMPLETE IN PLACE	\$2,179.90	\$2,179.90	\$2,100.00	\$2,100.00	\$2,243.00	\$2,243.00
35.	2	EA	FURNISH AND INSTALL VEHICLE AND PEDESTRIAN SIGNAL HEADS COMPLETE IN PLACE	\$744.18	\$1,488.36	\$745.00	\$1,490.00	\$765.00	\$1,530.00
36.	330	LF	FURNISH AND INSTALL TRAFFIC SIGNAL CABLES COMPLETE IN PLACE	\$7.52	\$2,481.60	\$7.50	\$2,475.00	\$7.74	\$2,554.20
37.	2	EA	FURNISH AND INSTALL TRAFFIC SIGNAL DETECTORS COMPLETE IN PLACE	\$3,833.63	\$7,667.26	\$3,840.00	\$7,680.00	\$3,944.00	\$7,888.00
38.	275	LF	FURNISH AND INSTALL PREPARE CONDUITS, GROUNDBOXES, OR MANHOLES COMPLETE IN PLACE	\$7.52	\$2,068.00	\$7.50	\$2,062.50	\$7.74	\$2,128.50
39.	35	LF	FURNISH AND INSTALL CONDUIT COMPLETE IN PLACE	\$30.07	\$1,052.45	\$30.10	\$1,053.50 Contractor Price: \$11,287.50	\$30.94	\$1,082.90
40.	2	EA	FURNISH AND INSTALL HANDICAP MARKING, BLUE, COMPLETE IN PLACE	\$225.51	\$451.02	\$375.00	\$750.00	\$232.00	\$464.00
41.	2	EA	FURNISH AND INSTALL HANDICAP SIGN COMPLETE IN PLACE	\$977.20	\$1,954.40	\$450.00	\$900.00	\$580.00	\$1,160.00

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



## CITY OF EL PASO BID TABULATION FORM



PROJECT TITLE: Fort Boulevard Improvements								BID NO: 2021-0554	
BID DATE: January 20, 2021								DEPARTMENT: Capital Improvement	
				<b>Hawk Construction</b>  <b>El Paso, TX</b>  <b>Bidder 4 of 8</b>		<b>Horizone Construction 1 LTD</b>  <b>El Paso, TX</b>  <b>Bidder 5 of 8</b>		<b>Karlsruher, Inc. dba CSA Constructors</b>  <b>El Paso, TX</b>  <b>Bidder 6 of 8</b>	
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals
42.	42	EA	FURNISH AND INSTALL 8' WHEEL STOP COMPLETE IN PLACE	\$85.17	\$3,577.14	\$200.00	\$8,400.00	\$123.00	\$5,166.00
43.	2	EA	FURNISH AND INSTALL DIRECTIONAL ARROW PAVEMENT MARKING, WHITE, COMPLETE IN PLACE	\$353.30	\$706.60	\$300.00	\$600.00	\$363.00	\$726.00
Sum Total Base Bid I (Items 1-43)				\$431,548.57		\$384,801.10		\$440,194.78	
						Contractor Price: \$395,035.10		Contractors Price: \$440,193.38	
Mobilization (Not to exceed 5% of Base Bid I)				\$20,000.00		\$14,964.90		\$18,806.62	
Sum Total Base Bid I and Mobilization				\$451,548.57		\$399,766.00		\$459,001.40	
						Contractor Price: \$410,000.00		Contractors Price: \$459,000.00	
ACKNOWLEDGED ALL AMENDMENTS				Yes		Yes		Yes	
BID BOND				Yes		Yes		Yes	

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



## CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements **BID NO:** 2021-0554  
**BID DATE:** January 20, 2021 **DEPARTMENT:** Capital Improvement

				Lesna Construction, Inc.  El Paso, TX  Bidder 7 of 8		Martinez Bros. Contractors, LLC  El Paso, TX  Bidder 8 of 8			
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals		
1.	Left Blank Intentionally								
2.	1	LS	CONSTRUCTION STAKING PERFORMED BY RPLS	\$7,500.00	\$7,500.00	\$9,360.00	\$9,360.00		
3.	1	LS	PRECONSTRUCTION AND POSTCONSTRUCTION VIDEO TAPING OF ENTIRE PROJECT SITE AND ALL OTHER PROJECT AREAS	\$4,000.00	\$4,000.00	\$1,440.00	\$1,440.00		
4.	8	MO	PROVIDE AND MAINTAIN APPROVED TRAFFIC AND PEDESTRIAN CONTROL	\$4,000.00	\$32,000.00	\$3,840.00	\$30,720.00		
5.	2,670	SY	MILLING & RESURFACING (2" THICK)	\$2.50	\$6,675.00	\$15.60	\$41,652.00		
6.	1,435	SY	REMOVE CONCRETE SIDEWALK AND APPURTENANCES	\$9.00	\$12,915.00	\$9.00	\$12,915.00		
7.	1,500	LF	DEMOLITION, REMOVAL AND DISPOSAL OF EXISTING CONCRETE CURB & GUTTER, AND HEADER CURB	\$3.50	\$5,250.00	\$3.60	\$5,400.00		
8.	1,600	LF	FURNISH AND INSTALL RAISED HEADER CURB	\$9.50	\$15,200.00	\$9.60	\$15,360.00		
9.	425	SY	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE DRIVEWAYS COMPLETE IN PLACE	\$46.00	\$19,550.00	\$49.20	\$20,910.00		

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



## CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements **BID NO:** 2021-0554  
**BID DATE:** January 20, 2021 **DEPARTMENT:** Capital Improvement

				Lesna Construction, Inc. El Paso, TX Bidder 7 of 8		Martinez Bros. Contractors, LLC El Paso, TX Bidder 8 of 8			
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals		
10.	340	SY	FURNISH AND INSTALL 4-INCH REINFORCED CONCRETE SIDEWALKS COMPLETE IN PLACE	\$38.00	\$12,920.00	\$46.80	\$15,912.00		
11.	220	LF	FURNISH AND INSTALL STEM WALL	\$43.00	\$9,460.00	\$34.80	\$7,656.00		
12.	2	EA	FURNISH AND INSTALL PEDESTRIAN SIGNAL	\$3,025.00	\$6,050.00	\$7,200.00	\$14,400.00		
13.	8	EA	FURNISH AND INSTALL REINFORCED ADA RAMP COMPLETE IN PLACE	\$2,250.00	\$18,000.00	\$888.00	\$7,104.00		
14.	1,085	SY	FURNISH AND INSTALL NEW HMAC PAVEMENT (2" THICK) COMPLETE IN PLACE	\$11.00	\$11,935.00	\$14.40	\$15,624.00		
15.	1,085	SY	FURNISH AND INSTALL FLEXIBLE BASE (6" THICK) COMPLETE IN PLACE	\$7.00	\$7,595.00	\$10.80	\$11,718.00		
16.	1,085	SY	FURNISH AND INSTALL SUBGRADE SCARIFY (8" THICK) COMPLETE IN PLACE	\$9.00	\$9,765.00	\$6.00	\$6,510.00		
17.	1,170	SF	FURNISH AND INSTALL STAMPED CONCRETE COMPLETE IN PLACE	\$5.50	\$6,435.00	\$7.20	\$8,424.00		
18.	545	LF	FURNISH AND INSTALL 16" STRIPING (WHITE) COMPLETE IN PLACE	\$4.50	\$2,452.50	\$9.60	\$5,232.00		

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_





## CITY OF EL PASO BID TABULATION FORM



PROJECT TITLE: Fort Boulevard Improvements								BID NO: 2021-0554	
BID DATE: January 20, 2021								DEPARTMENT: Capital Improvement	
				<b>Lesna Construction, Inc.</b>  <b>El Paso, TX</b>  <b>Bidder 7 of 8</b>		<b>Martinez Bros. Contractors, LLC</b>  <b>El Paso, TX</b>  <b>Bidder 8 of 8</b>			
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals		
19.	70	LF	FURNISH AND INSTALL 14" STRIPING (WHITE) COMPLETE IN PLACE	\$5.50	\$385.00	\$8.40	\$588.00		
20.	50	LF	FURNISH AND INSTALL 4" STRIPING (WHITE) COMPLETE IN PLACE	\$5.50	\$275.00	\$4.80	\$240.00		
21.	3,500	LF	FURNISH AND INSTALL 4" STRIPING (YELLOW) COMPLETE IN PLACE	\$1.45	\$5,075.00	\$3.84	\$13,440.00		
22.	113	LF	FURNISH AND INSTALL 4" STRIPING (BLUE) COMPLETE IN PLACE	\$4.50	\$508.50	\$2.40	\$271.20		
23.	2,300	SF	FURNISH AND INSTALL GOLDEN BROWN SCREENINGS (3" THICK) COMPLETE IN PLACE	\$1.25	\$2,875.00	\$0.92	\$2,116.00		
24.	1,795	SF	FURNISH AND INSTALL 1 1/2" GOLDEN ROCK MULCH (3" THICK) COMPLETE IN PLACE	\$1.50	\$2,692.50	\$1.19	\$2,136.05		
25.	25	EA	FURNISH AND INSTALL BOULDERS COMPLETE IN PLACE	\$255.00	\$6,375.00	\$231.20	\$5,780.00		
26.	1	LS	FURNISH AND INSTALL MINOR GRADING COMPLETE IN PLACE	\$715.00	\$715.00	\$2,500.00	\$2,500.00		

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_





## CITY OF EL PASO BID TABULATION FORM



**PROJECT TITLE:** Fort Boulevard Improvements **BID NO:** 2021-0554  
**BID DATE:** January 20, 2021 **DEPARTMENT:** Capital Improvement

				Lesna Construction, Inc. El Paso, TX Bidder 7 of 8		Martinez Bros. Contractors, LLC El Paso, TX Bidder 8 of 8			
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals		
27.	20	EA	FURNISH AND INSTALL TREES (4" CAL) COMPLETE IN PLACE	\$760.00	\$15,200.00	\$750.00	\$15,000.00		
28.	128	EA	FURNISH AND INSTALL 5 GAL SHRUBS COMPLETE IN PLACE	\$36.00	\$4,608.00	\$36.00	\$4,608.00		
29.	91	EA	FURNISH AND INSTALL 1 GAL SHRUBS COMPLETE IN PLACE	\$23.00	\$2,093.00	\$12.00	\$1,092.00		
30.	1	LS	FURNISH AND INSTALL VIDEO IMAGE VEHICLE DETECTION SYSTEM COMPLETE IN PLACE	\$15,600.00	\$15,600.00	\$23,760.00	\$23,760.00		
31.	1	LS	FURNISH AND INSTALL AUTOMATIC IRRIGATION SYSTEM COMPLETE IN PLACE	\$20,600.00	\$20,600.00	\$14,233.00	\$14,233.00		
32.	1	LS	IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES: FURNISH AND INSTALL SILT FENCE, CONSTRUCTION ENTRANCES/EXIST AND REMOVAL AND PROPER DISPOSAL OF SILT FENCE AND CONSTRUCTION ENTRANCES/EXITS AFTER COMPLETION OF WORK COMPLETE IN PLACE	\$9,500.00	\$9,500.00	\$10,200.00	\$10,200.00		
33.	145	LF	FURNISH AND INSTALL ELECTRICAL CONDUCTORS COMPLETE IN PLACE	\$11.00	\$1,595.00	\$2.40	\$348.00		
34.	1	EA	FURNISH AND INSTALL GROUND BOXES COMPLETE IN PLACE	\$1,595.00	\$1,595.00	\$1,440.00	\$1,440.00		

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



# CITY OF EL PASO BID TABULATION FORM



<b>PROJECT TITLE:</b> Fort Boulevard Improvements	<b>BID NO:</b> 2021-0554
<b>BID DATE:</b> January 20, 2021	<b>DEPARTMENT:</b> Capital Improvement

				Lesna Construction, Inc.  El Paso, TX Bidder 7 of 8		Martinez Bros. Contractors, LLC  El Paso, TX Bidder 8 of 8			
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals		
35.	2	EA	FURNISH AND INSTALL VEHICLE AND PEDESTRIAN SIGNAL HEADS COMPLETE IN PLACE	\$545.00	\$1,090.00	\$8,160.00	\$16,320.00		
36.	330	LF	FURNISH AND INSTALL TRAFFIC SIGNAL CABLES COMPLETE IN PLACE	\$5.50	\$1,815.00	\$4.80	\$1,584.00		
37.	2	EA	FURNISH AND INSTALL TRAFFIC SIGNAL DETECTORS COMPLETE IN PLACE	\$2,805.00	\$5,610.00	\$1,440.00	\$2,880.00		
38.	275	LF	FURNISH AND INSTALL PREPARE CONDUITS, GROUNDBOXES, OR MANHOLES COMPLETE IN PLACE	\$5.50	\$1,512.50	\$6.80	\$1,870.00		
39.	35	LF	FURNISH AND INSTALL CONDUIT COMPLETE IN PLACE	\$22.00	\$770.00	\$30.00	\$1,050.00		
40.	2	EA	FURNISH AND INSTALL HANDICAP MARKING, BLUE, COMPLETE IN PLACE	\$165.00	\$330.00	\$264.00	\$528.00		
41.	2	EA	FURNISH AND INSTALL HANDICAP SIGN COMPLETE IN PLACE	\$395.00	\$790.00	\$900.00	\$1,800.00		

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_



# CITY OF EL PASO BID TABULATION FORM




**PROJECT TITLE:** Fort Boulevard Improvements **BID NO:** 2021-0554  
**BID DATE:** January 20, 2021 **DEPARTMENT:** Capital Improvement

				Lesna Construction, Inc. El Paso, TX Bidder 7 of 8		Martinez Bros. Contractors, LLC El Paso, TX Bidder 8 of 8			
Item No.	Estimated Quantity	Unit	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only two Decimals		
42.	42	EA	FURNISH AND INSTALL 8' WHEEL STOP COMPLETE IN PLACE	\$200.00	\$8,400.00	\$90.00	\$3,780.00		
43.	2	EA	FURNISH AND INSTALL DIRECTIONAL ARROW PAVEMENT MARKING, WHITE, COMPLETE IN PLACE	\$260.00	\$520.00	\$504.00	\$1,008.00		
Sum Total Base Bid I (Items 1-43)				\$298,232.00		\$358,909.25			
Mobilization (Not to exceed 5% of Base Bid I)				\$14,000.00		\$14,000.00			
Sum Total Base Bid I and Mobilization				\$312,232.00		\$372,909.25			
ACKNOWLEDGED ALL AMENDMENTS				Yes		Yes			
BID BOND				Yes		Yes			

Approved By: \_\_\_/s/\_\_\_  
Date: \_\_01/29/2021\_\_

2021-0554 Fort Boulevard Improvements View List		
1	Accent Landscape Con	Counts, Tim
2	Access Communication	Dittmar, Mark
3	Allen Concrete Inc.	Magdaleno, Jesus
4	American Pavement Pr	Gomez, Priscilla
5	AMTEK	Rugh, John
6	B.F. Builders Group,	Fraire, Julio
7	Black Stallion Contr	Luna, Hector
8	Border Demolition An	Acosta, David
9	CEA Group	Concha, David
10	Clowe And Cowan	Huit, Jacob
11	Consolidated Traffic	STAPLETON, DAWN
12	ConstructConnect	Kyle, Bellomy
13	construction Bid Sou	Gibson, Patty
14	Construction Journal	Exton, Pamela
15	Construction Reporte	Wood, Jane
16	Contractors Register	Deg, Maria
17	CSA Constructors	Oney, Hilary
18	DEL MAR CONTRACTING,	HARRISON, MIKE
19	DelteK	Management, Source
20	Direx Construction,	Hudson, Brad
21	Dodge Data	Peggy, Koehn
22	DRS Rock Materials,	Soto, Daniel
23	Dustrol Inc.	Hansen, Brian
24	Gomez Concrete	Gomez, Jesu
25	HAWK	Jorge, Ojeda
26	Horizone Constructio	Maldonado, Mariana
27	i- Sourcing Technolo	Balai, Rakesh
28	IMS	Gaynor, Shabron
29	J.D. Abrams L.P.	Kincaid, Kenneth
30	JAR Construction	Pinon, Jose
31	JD Abrams	FERNANDEZ, ALFONSO
32	JMR Demolition	Soto, Mauro
33	Jobe Materials, L.P.	Lowrance, Gloria
34	Jordan Foster Constr	Figueroa, Joseph
35	Lomeli and sons Land	Gonzalez, Ruben
36	MANNY'S LANDSCAPE AN	GUTIERREZ, MANNY
37	Martinez Brothers Co	mota, pablo
38	MIRADOR Enterprises,	Medina, Mercedes
39	MoboTrex, Inc.	Lanning, Cody
40	Mr.	Ortiz, Cano
41	MTI Ready Mix	Drapes, Michael
42	Noble General Contra	Rey, Nohemi
43	Prime Irrigation And	Ortiz, Lupe
44	Prime Vendor Inc.	Jones, Kim
45	RBM Engineeering, In	Morris, Bryan
46	Roman Construction	Valdespino, Carlos
47	Satarain Constructio	Satarain, Joe
48	Sites Southwest	Sanchez, Martha
49	Smartprocure	Bjornsson, Ron
50	Synergy Project Cons	Acosta, Arami
51	The Blue Book	Locascio, Megan
52	The PlanIt Room	Hernandez, Cecilia
53	Tri-State Electric,	Motta, Alejandro
54	Vertex Contractors,	Ruiz, Erika
55	Vitual Builders Exch	Olguin, Jeannette
56	Wayne Enterprises	Austin, Fork
57	Wilson And Company	Davis, Teri
58	ZTEX Construction I	Royo, Joaquin
59		James, Hardison
60		Martinez, Jessica
61		Peterson, James



# Fort Boulevard Improvements Solicitation 2021-0554

March 2, 2021

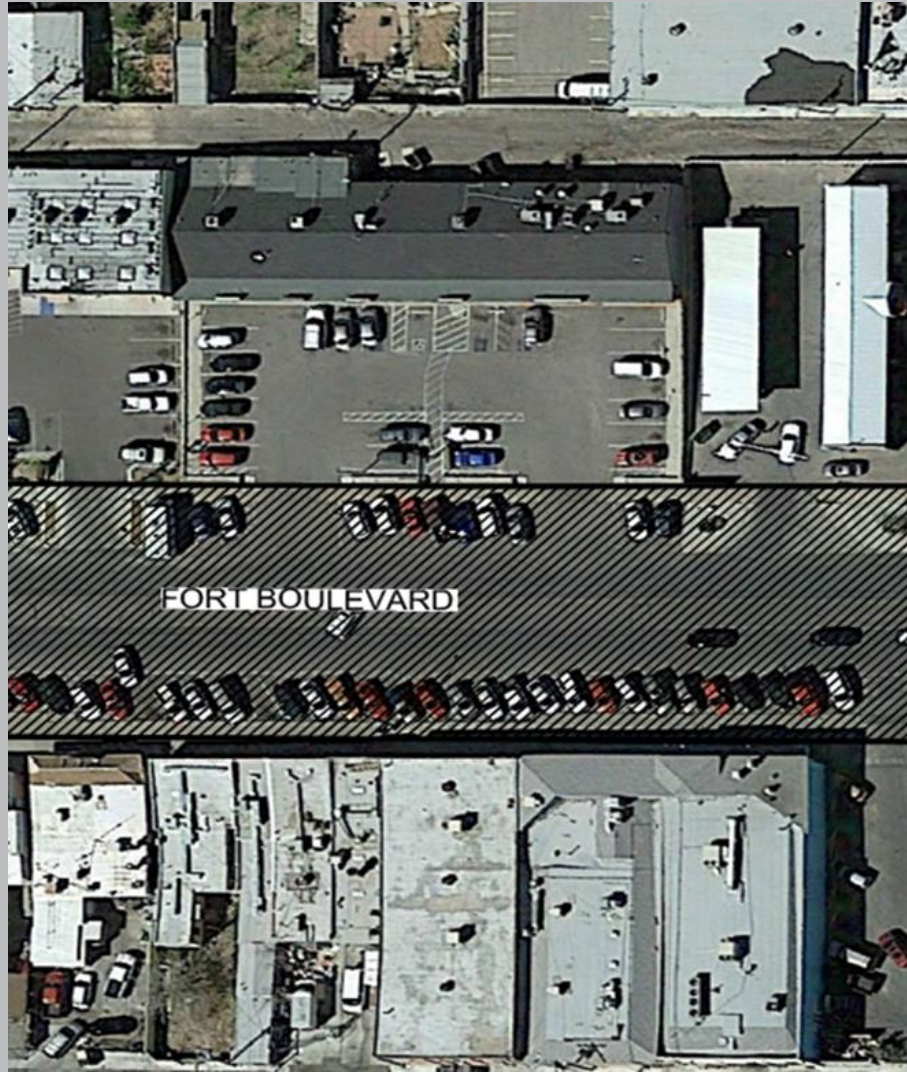


# PROJECT DETAILS

Location:	Fort Boulevard between Justus Street and N Copia Street
District(s):	2
Total Budget:	\$615,556.33
Funding Source:	CBDG ( Community Development Block Grant)

## PROJECT LOCATION

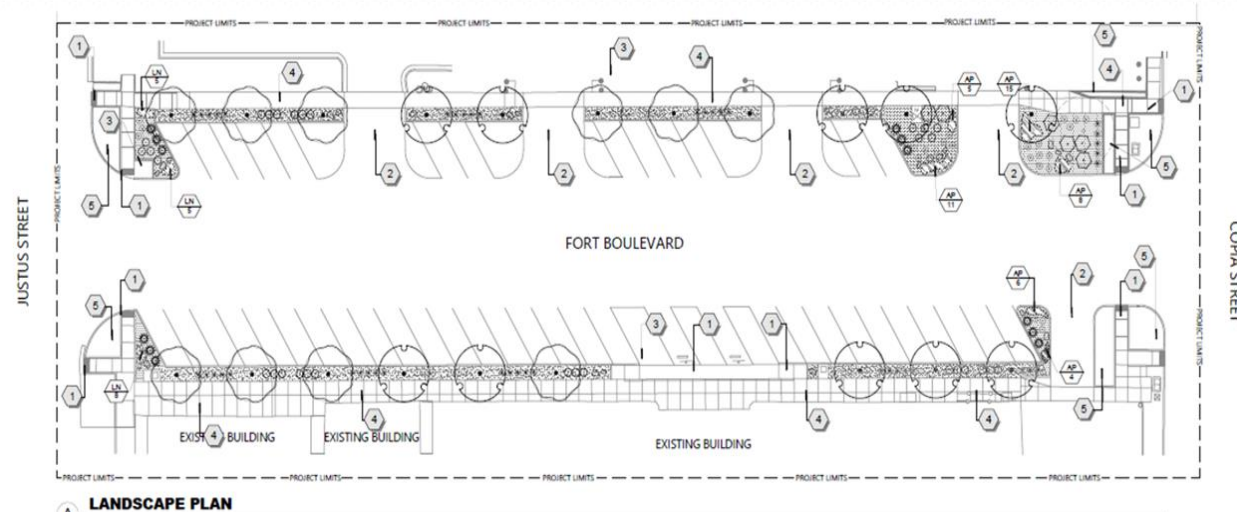
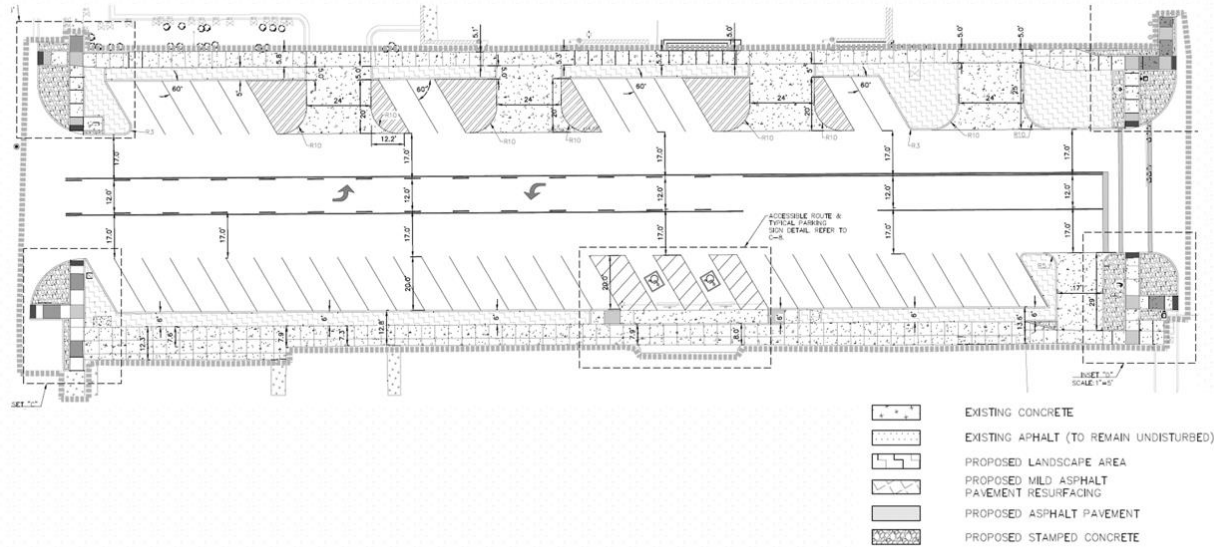
- **The project is located at Fort Boulevard between Justus Street and N Copia Street.**





# SITE PLAN ( EXISTING CONDITIONS)





# SCOPE OF WORK

- **Demolition of existing curb & gutter**
- **Furnish and install raised header curb (standard)**
- **Installation of 4" reinforced sidewalks**
- **Installation of 8 ADA ramps**
- **Landscaping**
- **Parallel parking with signage**
- **Resurfacing and striping**
- **Furnish and Install Video Image vehicle detection System.**
- **Furnish and install 8' wheel stops at existing parking lot spaces.**

# PROCUREMENT SUMMARY

- **Lowd Bid**
  - **Solicitation advertised on 12/8/2020**
    - **8 firms submitted bids, 8 local vendors**
  - **Recommendation**
    - **To award the construction contract to Lesna Construction, Inc. in the amount of \$312,232.**
- **Construction Schedule**
  - **Start: Spring/ 2021**
  - **End: Winter/2021**



# THANK YOU



## Mission

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



## Vision

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



## Values

Integrity, Respect, Excellence, Accountability, People





Legislation Text

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File #: 21-234, Version: 1

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

**All Districts**

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

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

**STRATEGIC GOAL:**

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

**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.*

Budget Update.

**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?*

Budget Update

**PRIOR COUNCIL ACTION:**

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

Click or tap here to enter text.

**AMOUNT AND SOURCE OF FUNDING:**

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

Click or tap here to enter text.

\*\*\*\*\*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

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON NAME / PHONE NUMBER:** Nicole K. Cote, Director of the Office of Management and Budget (915)-212-1092

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:** Budget Update

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**BACKGROUND / DISCUSSION:**

Budget Update

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:**

---

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





# Budget Update Chime In! Kick-off

March 2, 2021



# Integrated Budget Process



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# FY 2022 Budget Process

## Key Dates

- March 2 - Chime In! Kickoff
- April 26 - Last day for Chime-In and Council requests
- May 3 - Requested budgets reviewed by City Manager
- June - Council one-on-one budget briefings
- July 5 - Goal Team budget presentations

# FY 2022 Budget Process

## Key Dates

- July 25 - Receive certified property valuations
- July 29 - Special City Council meeting (introduce tax rate)
- August 3 - 1<sup>st</sup> public hearing on the tax rate
- August 17 - City Council adopts FY 2022 budget and tax rate

# Top Priorities

- 1) Streets
- 2) Public Safety
- 3) Community Health

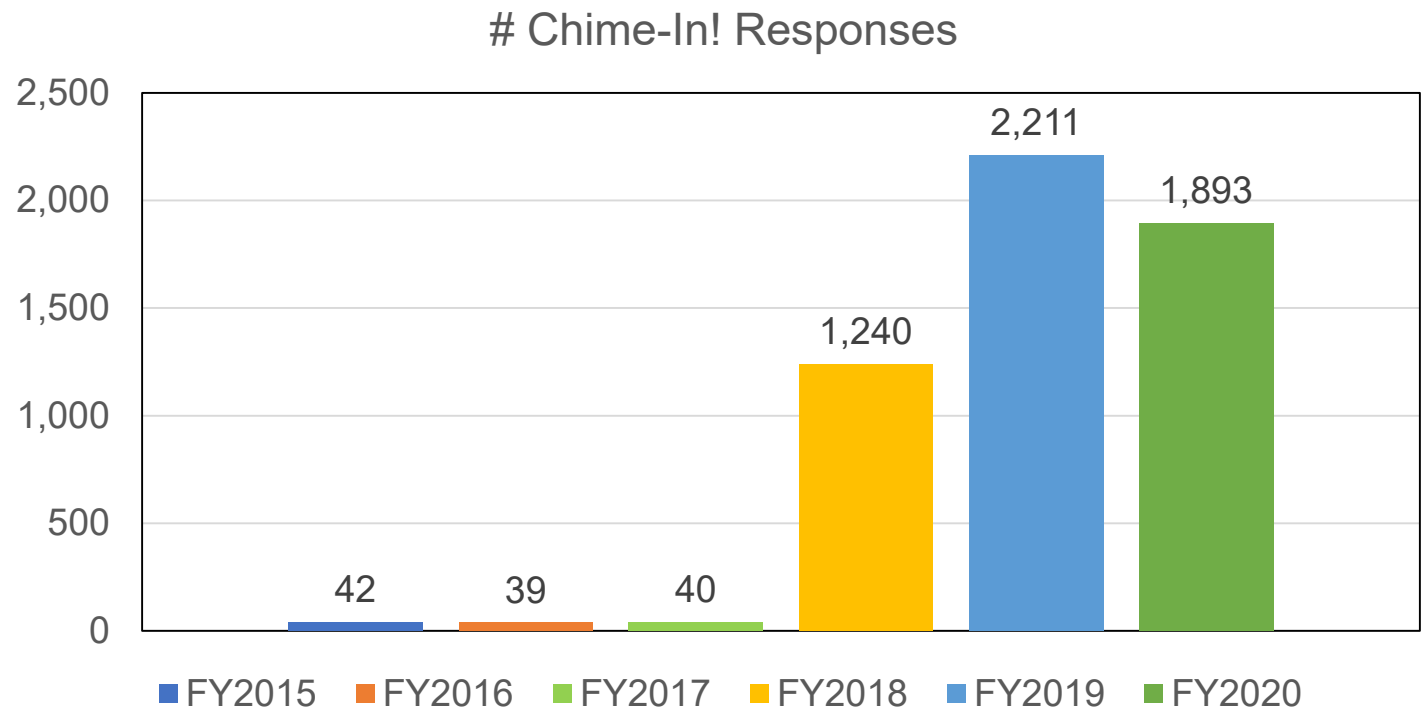


WE WANT TO HEAR  
FROM YOU EL PASO!

The logo for CHIMEIN, featuring a blue speech bubble icon with three green dots inside, followed by the word "CHIMEIN" in a bold, sans-serif font. The "CHIME" part is dark blue and the "IN" part is green.

# How we engage our customers

- Increase survey participation
- Include zip code and Council District
- Include QR code



# FY 2022 Chime In!

- Shortened survey length to address citizen feedback
- Included zip code and Council District to further identify area of City
- Social Media Polls on Facebook and Twitter
- Expand on-site locations throughout City to engage citizens and continue focus groups



@elpasotexas.gov



@ElPasoTXGov





# Social Media Poll Questions

Would you increase or decrease the funding for **Public Health & Safety**?

Would you increase or decrease the funding for **Transportation**?

Would you increase or decrease the funding for **Museums/Zoo/Parks/Library**?

Would you increase or decrease the funding for **Streets/Engineering**?

Would you increase or decrease the funding for **Business Attraction/Retention**?





THE CITY BUDGET PROVIDES  
**SERVICES, AMENITIES,  
& ENTERTAINMENT**

**CHIMEIN**

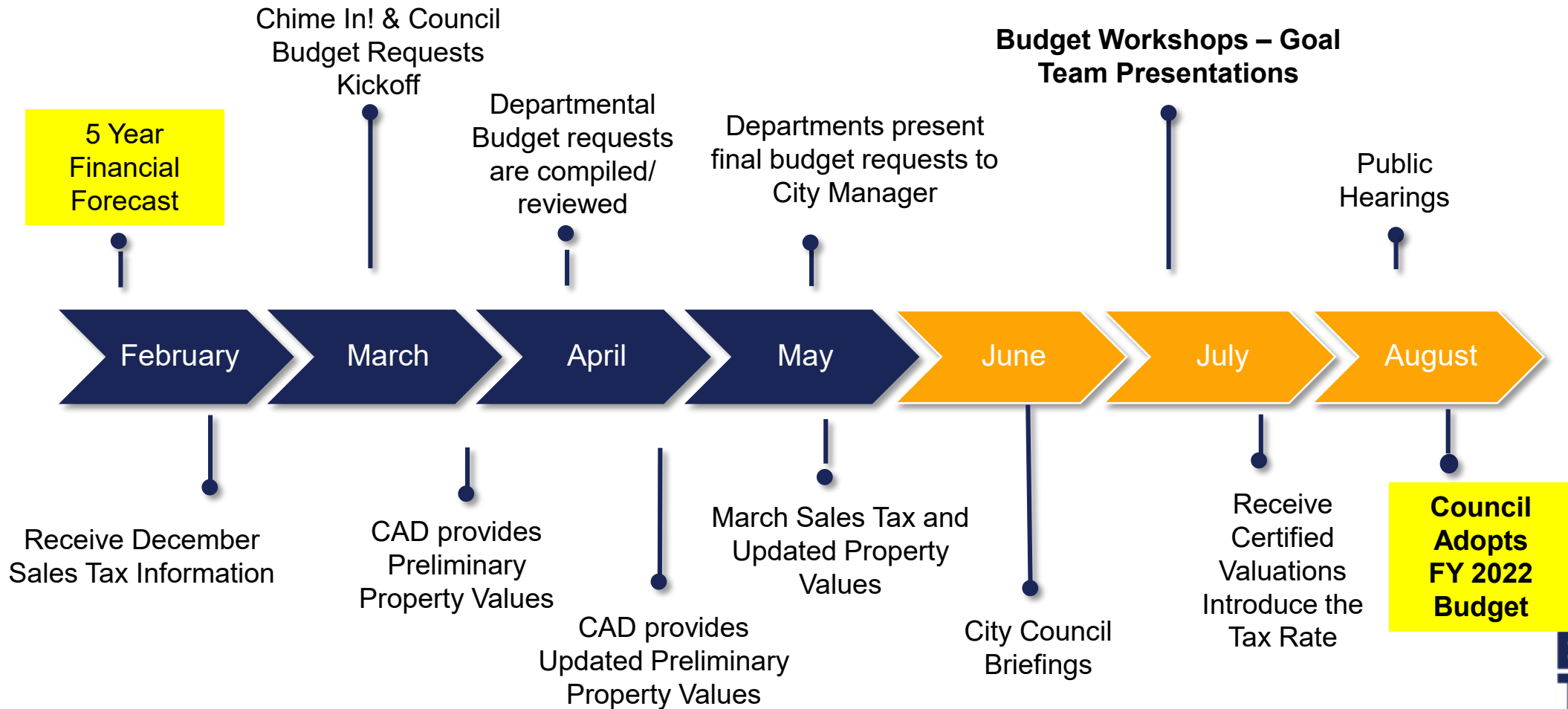
TELL US WHAT YOU WANT  
TO SEE IN THE BUDGET!



Take the survey at  
**[elpasotexas.gov/omb/chime-in](https://elpasotexas.gov/omb/chime-in)**



# FY 2022 Budget Process Timeline



## 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 #:** 21-266, **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 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.*

Presentation and discussion regarding an Infill Policies Cross-Functional Team (CFT).

**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?*

This presentation will provide an overview of the Infill Policies cross-functional team, to include Representatives from Districts 1, 2, 4, and 8. The team will work to develop policy recommendations and implementations that will catalyze successful and sustainable infill development, as identified in and coordinated with ongoing area and corridor plans.

**PRIOR COUNCIL ACTION:**

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

N/A

**AMOUNT AND SOURCE OF FUNDING:**

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

N/A

\*\*\*\*\*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:** March 2, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., City Engineer, 212-0065

**DISTRICT(S) AFFECTED:** ALL

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

**SUBJECT:**

Presentation and discussion regarding an Infill Policies Cross-Functional Team (CFT).

**BACKGROUND / DISCUSSION:**

This presentation will provide an overview of the Infill Policies cross-functional team, to include Representatives from Districts 1, 2, 4, and 8. The team will work to develop policy recommendations and implementations that will catalyze successful and sustainable infill development, as identified in and coordinated with ongoing area and corridor 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:**  
N/A

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

**BOARD / COMMISSION ACTION:**  
  
N/A

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

**DEPARTMENT HEAD:** *Samuel Rodriguez*  
\_\_\_\_\_



# Infill Policies

Cross-Functional Team Charter

# Strategic Plan

- **Goal 1:**
  - Cultivate an environment conducive to strong, sustainable economic development
- **Goal 2:**
  - Set the standard for a safe and secure City
- **Goal 3:**
  - Promote the visual image of El Paso
- **Goal 7:**
  - Enhance and sustain El Paso's Infrastructure Network
- **Goal 8:**
  - Nurture and promote a healthy, sustainable community

- **Activate targeted (re)development (2.0):**
  - Medical Center of the Americas/Alameda
  - Reimagine Cohen/Angora Loop/Northeast Parkway
  - Five Points
  - Airport Development
  - High priority corridor development plans
  - Infill growth strategies
  - Parking strategies
  - Disposition of City-owned properties
- **Expand Downtown revitalization/redevelopment to include:**
  - Streetcar corridor vibrancy (2.0)
  - Convention center renovation
  - Parking management plans
  - Uptown

- **Implement improvements and activate programming that support and promote multimodal transportation (2.0)**



# Infill Policies Cross Functional Team

- **Purpose:** Evaluate policies and ordinance changes related to infill development including land use, multi-modal transportation, and adaptive re-use of existing buildings; strategies/plans for PSB land use based upon research and data from Eastside Master Plan, Comprehensive Plan, Open Space plan; and other relevant documents and studies in alignment with our Strategic Plan.
- **Role:** Review the various policies proposed in the Downtown/Uptown Plan, Alameda corridor plan and subsequent plan studies to provide staff and City Council with recommendations on implementable infill development strategies.
- **Outcomes:** New Policies and code language aimed at addressing the City's outward growth, incentivizing infill development and the improvement of the existing built environment in the City's core.



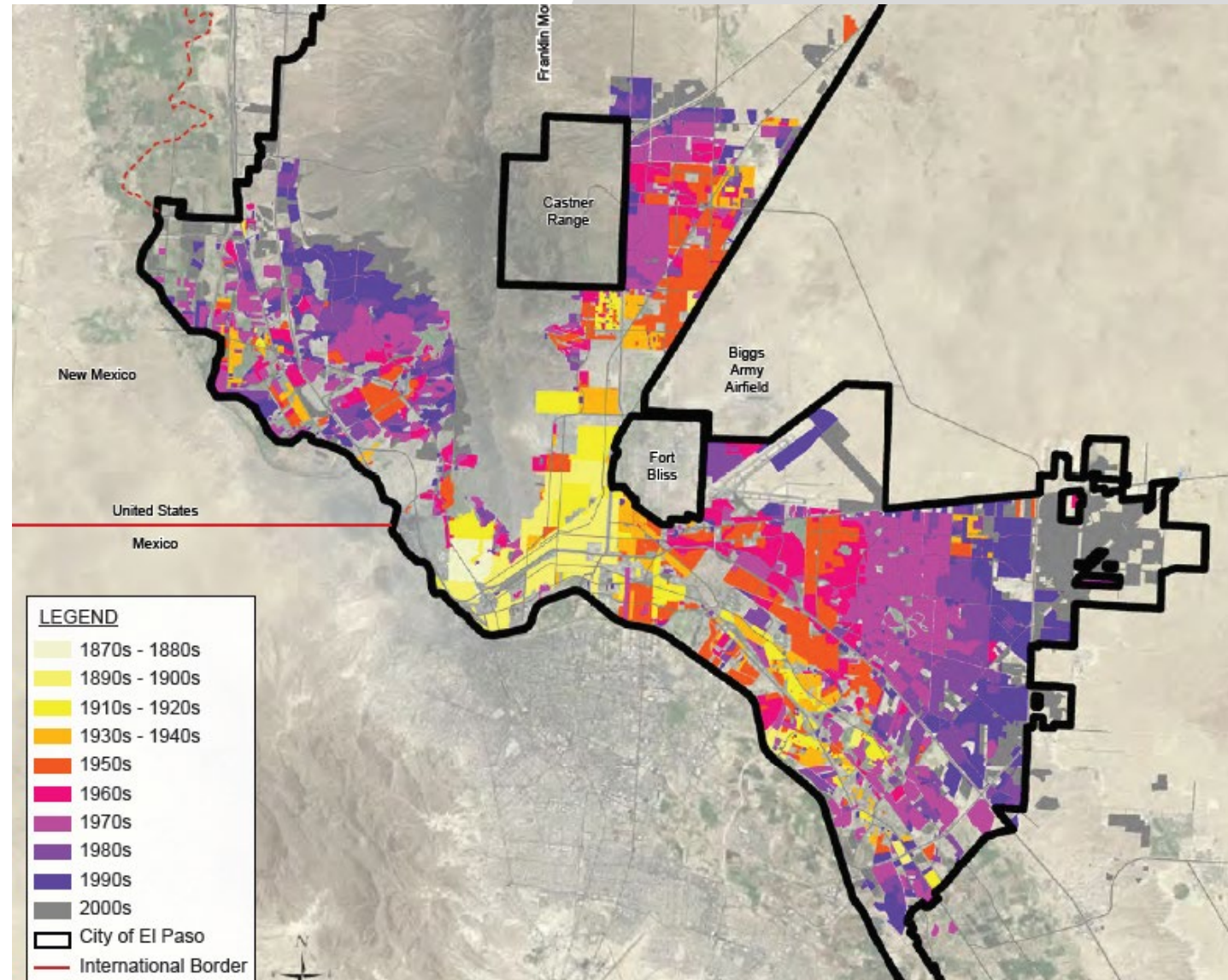
# Problem

- As identified by East Side Master Plan, Outward growth is currently unsustainable
- Infill development is the solution to this problem
- Infill has not been occurring in targeted areas
- Incentive policies not aligning with development goals
- Transit corridors have not been capitalized on



# Outward Growth

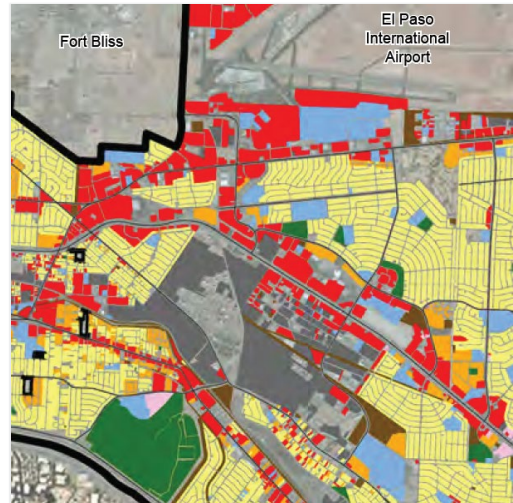
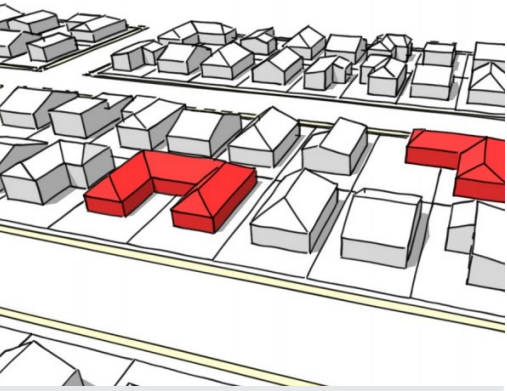
- New development occurring on the fringes
  - High population growth in low density areas
  - Lack of connectivity
  - Lack of services
  - Costly extension of infrastructure





# Infill Development Hindrances

- Land Use
- Density and Dimensional
- Incentives
- Building Code





## Current Incentive Policies

- Broad areas of applicability; not targeted
- In some instances, too flexible, too rigid, or not descriptive enough
- Design standards not clear as well as unclear objectives

# Addressing the Problem through:

## Land use

- Diverse Permissible Uses

## Transit Oriented Development

- Targeting Transit Corridors

## Zoning Regulations

- Dimensional Standards
- Density

## Building Code

- Existing Bldg. Code
- Code Amendments

## Incentives

- Aligning Economic incentives
- Target areas

## Land Use

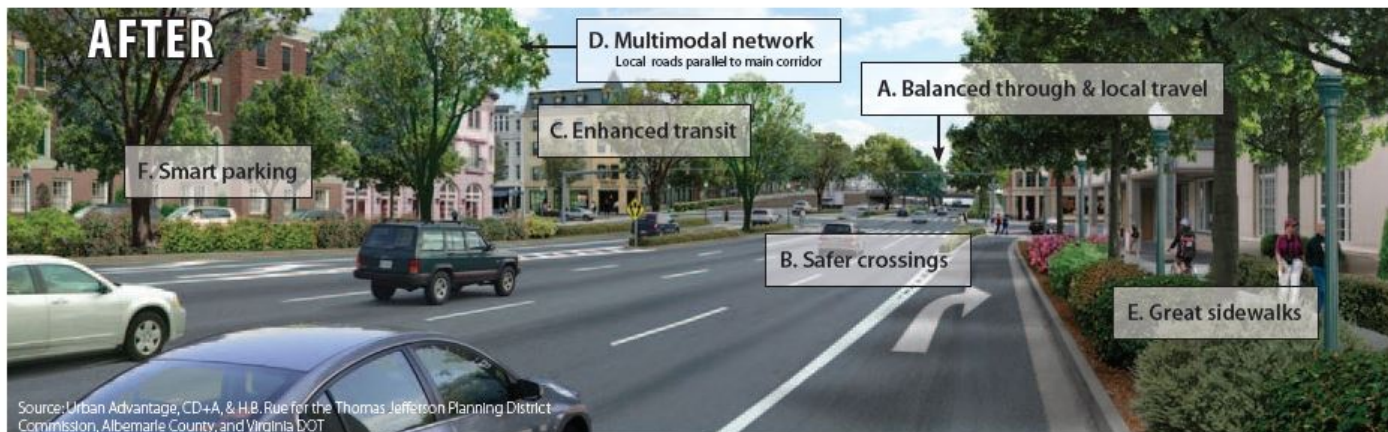
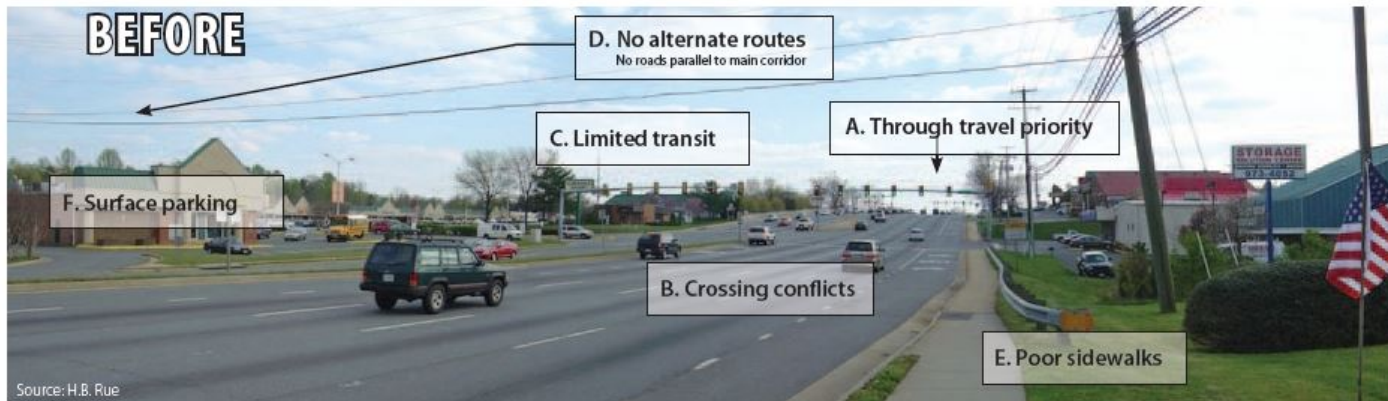
- Encourage a mix of uses
- Update Supplemental Use Regulations
- Small Area plans to provide guidance



## Incentives

- Incentivize development that address the needs of the area
- Update requirements to concentrate development
- Provide guidelines that include design standards

# Transit Oriented Development - Corridors



# Zoning Regulations



## Density and dimensional standards

Smaller lot sizes  
Reduced Setbacks  
Increase in Density



## Legal non-conforming regulations



## Table of Permissible Uses

Mix of uses



## Parking regulations

Parking maximums  
Remove parking minimums



## Transit Oriented

Support transit  
Multi-modal roadways



# Public Outreach and Coordination

- Infill Policies Cross Functional Team:  
Representatives from Districts 1, 2, 4 and 8
  - Will help guide messaging and information efforts
  - Be proponents of policy recommendations
  - Will address community questions, challenges and issues with infill practices and policies
- Partners
  - DMD, TIRZ, Economic Development



## Public Outreach and Coordination (cont'd)

- Public virtual meeting for feedback on TOD, land use, density, dimensional & design standards, building code & incentives through plan studies:
  - Alameda Corridor Plan
  - Dyer Corridor Plan (District 4)
  - Downtown/Uptown Plan
  - Five Points Area Plan (District 2)





---

# Schedule (tentative)

## Alameda Corridor Plan

- Kickoff Mar. 2021
- Completion Winter 2021
- Adoption Spring 2022

## Downtown/Uptown plan

- Kickoff Spring 2021
- Completion Spring 2022
- Adoption Summer 2022

## Dyer Corridor Plan FY2022

## Five Points Area Plan FY2022

## CFT to provide Feedback on Policy Recommendations:

Land use

Transit  
Oriented  
Development

Zoning  
Regulations

Building  
Code

Incentives

## 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 #: 21-265, Version: 1

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

**District 8**

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

**PUBLIC HEARING DATE:** 3/16/2021

**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.*

An Ordinance approving Amendment Number Nineteen to the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, to allocate up to one hundred fifty thousand (\$150,000.00) of the Tax Increment Reinvestment Zone annual revenue to the downtown plan effort to support the development of a capital needs assessment; adopting said amendments as required by section 311.011(E) Texas Tax Code; and providing a severability clause.

**BACKGROUND / DISCUSSION:**

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

On February 18, 2021, the Board of Directors recommended approval of an amendment to the Zone's Project Plan and Reinvestment Zone Financing Plan to allocate up to one hundred fifty thousand (\$150,000.00) of the Tax Increment Reinvestment Zone annual revenue to the downtown plan effort to support the development of a capital needs assessment.

The uptown/downtown area represents the central core of El Paso and contains the largest concentration of historic areas and walkable blocks in the city. It is bisected by I-10 and bordered to the west and south by the US/Mexico border. It is inclusive of the uptown and downtown trolley loops as well as the University of Texas at El Paso. The goals of this plan include, but are not limited to the following:

- Encourage strategic infill and adaptive reuse of existing structures of housing and office to promote compact critical mass
- Attract employment, particularly creative industries and corporate office
- Expand and diversify housing across a range of types and income strata
- Promote local business and overall commercial vibrancy
- Increase streetcar ridership and expand overall mobility options
- Eliminate barriers to walkability
- Provide dynamic public spaces and encourage tactical placemaking and district branding

- Leverage existing and new cultural and entertainment uses and venues to expand economic activity, enhance overall quality of life for residents, and attract more visitors to the area
- Identify a toolkit of incentives, programs, guidelines, and regulations to encourage investment consistent with the overall vision

**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?*

Incremental property tax revenue collected within the boundaries of Tax Increment Reinvestment Zone No. 5 will be used to fund the project being added to the Zone's Project and Reinvestment Zone Financing Plans through this nineteenth amendment.

\*\*\*\*\*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 and International Development

**AGENDA DATE:** Introduction: 3.2.2021  
Public Hearing: 3.16.2021

**CONTACT PERSON:** Mirella Craigo, (915) 212-1617  
[craigom@elpasotexas.gov](mailto:craigom@elpasotexas.gov)

**DISTRICT(S) AFFECTED:** 1,8

**SUBJECT:**

An ordinance approving Amendment Number Nineteen to the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, to allocate up to one hundred fifty thousand (\$150,000.00) of the Tax Increment Reinvestment Zone annual revenue to the downtown plan effort to support the development of a capital needs assessment; adopting said amendments as required by section 311.011(E) Texas Tax Code.

**BACKGROUND/DISCUSSION:**

On February 18, 2021, the Board of Directors recommended approval of an amendment to the Zone's Project Plan and Reinvestment Zone Financing Plan to allocate up to one hundred fifty thousand (\$150,000.00) of the Tax Increment Reinvestment Zone annual revenue to the downtown plan effort to support the development of a capital needs assessment.

The uptown/downtown area represents the central core of El Paso and contains the largest concentration of historic areas and walkable blocks in the city. It is bisected by I-10 and bordered to the west and south by the US/Mexico border. It is inclusive of the uptown and downtown trolley loops as well as the University of Texas at El Paso. The goals of this plan include, but are not limited to the following:

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- Provide dynamic public spaces and encourage tactical placemaking and district branding
- Leverage existing and new cultural and entertainment uses and venues to expand economic activity, enhance overall quality of life for residents, and attract more visitors to the area
- Identify a toolkit of incentives, programs, guidelines, and regulations to encourage investment consistent with the overall vision

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Incremental property tax revenue collected within the boundaries of Tax Increment Reinvestment Zone No. 5 will be used to fund the project being added to the Zone's Project and Reinvestment Zone Financing Plans through this nineteenth amendment.

**BOARD/COMMISSION ACTION:**

On February 18, 2021, the Board of Directors recommended approval of an amendment to the Zone's Project Plan and Reinvestment Zone Financing Plan to allocate up to one hundred fifty thousand (\$150,000.00) of the Tax Increment Reinvestment Zone annual revenue to the downtown plan effort to support the development of a capital needs assessment

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

**DEPARTMENT HEAD:**

---

Jessica Herrera, Director  
Economic & International Development



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING AMENDMENT NUMBER NINETEEN TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS, TO ALLOCATE UP TO ONE HUNDRED FIFTY THOUSAND DOLLARS OF THE TAX INCREMENT REINVESTMENT ZONE ANNUAL REVENUE TO THE DOWNTOWN PLAN EFFORT TO SUPPORT THE DEVELOPMENT OF A CAPITAL NEEDS ASSESMENT; ADOPTING SAID AMENDMENTS AS REQUIRED BY SECTION 311.011(E) TEXAS TAX CODE.**

**WHEREAS**, by the City of El Paso Ordinance No. 016528, adopted December 19, 2006, the City Council created Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas (the “Zone”), establishing the boundaries of the Zone as described therein, pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code (as amended, the “Act”); and later amended by Ordinances No. 016803 and 016804 on December 18, 2007, by Ordinance No. 017821 on July 17, 2012, and by Ordinance No. 018049 on July 30, 2013; and

**WHEREAS**, by City of El Paso Ordinance No. 017081, adopted March 10, 2009, the City Council approved and adopted the Project Plan and Reinvestment Zone Financing Plan for the Zone, pursuant to Section 311.011(d) of the Act after their adoption by the Board of Directors (the “Board”) of the Zone; later amended on: April 7, 2009 by Ordinance No. 017102; November 17, 2009 by Ordinance No. 017239; December 22, 2009 by Ordinance No. 017258; November 8, 2011 by Ordinance No. 017674; May 15, 2012 by Ordinance No. 017788; July 17, 2012 by Ordinance No. 017821; August 28, 2012 by Ordinance No. 017861; July 30, 2013 by Ordinance No. 018049; March 4, 2014 by Ordinance No. 018132; January 6, 2015 by Ordinance No. 018302; September 6, 2016 by Ordinance No. 018566; October 4, 2016 by Ordinance No. 018578; March 21, 2017 by Ordinance No. 018645; June 13, 2017 by Ordinance No. 018689; February 20, 2018 by Ordinance No. 018756; July 9, 2019 by Ordinance No. 018940; February 4, 2020 by Ordinance No. 019021; October 27, 2020 by Ordinance No. 019110; and on \_\_\_\_\_, 2021 by this Ordinance No. \_\_\_\_\_; and;

**WHEREAS**, the Board supports the City in development activities for the Zone and actively participates in planning and identifying potential projects within the Zone that are consistent with and implement the Zone’s Project Plan; and

**WHEREAS**, on February 18, 2021, the Board recommended approval of an amendment to the Zone’s Project Plan and Reinvestment Zone Plan to allocate up to \$150,000.00 to a downtown plan effort to support the development of a capital needs assessment;

**WHEREAS**, pursuant to Section 311.011(e) of the Act, the Board may adopt amendments to the plans consistent with the requirements and limitations of the Act, which become effective when approved by the governing body of the municipality by a duly authorized ordinance; and

**WHEREAS**, the City desires to amend the Zone's Project Plan and Reinvestment Zone Financing Plan as approved by the Board, in support of community revitalization and economic development within the Zone; and

**WHEREAS**, it is found that inclusion of the afore mentioned amendment and projects contained therein are economically feasible; and

**WHEREAS**, it is further found and determined that the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and subject of said meeting was given all as required by Chapter 551, Texas Government Code; and

**WHEREAS**, the City Council, as the governing body of the City, approves the amendment to the Zone's Project Plan and Reinvestment Zone Financing Plan, as evidenced by this Ordinance;

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

**SECTION 1.** Except as amended herein and by properly adopted prior amendments, Ordinance 016528 shall remain in full force and effect.

**SECTION 2.** The Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas are hereby amended allocate up to one \$150,000.00 to the downtown plan effort to support the development of a capital needs assessment;

**SECTION 3.** The amendment to the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas is hereby determined to be feasible and in conformity with the City's comprehensive plan and said amendments are hereby approved.

**SECTION 4.** The statements set forth in the recitals of this Ordinance are declared to be true and correct and are incorporated as part of this Ordinance.

**SECTION 5.** The provisions of this Ordinance are severable. If any provision of this Ordinance or the application thereof to any circumstances shall be held to be invalid or unconstitutional, the remainder of this Ordinance shall nevertheless be valid.

**ADOPTED** this \_\_\_\_\_ day of March, 2021


**CITY OF EL PASO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Jessica Herrera, Director  
Economic & International Development

REINVESTMENT ZONE NUMBER FIVE

CITY OF EL PASO, TEXAS

NINETEENTH AMENDMENT:

Final Project Plan and Reinvestment Zone Financing Plan

**Submitted by:**

**Economic & International Development Department**

**(915) 212-0094**

Amended:

April 7, 2009 (Ordinance No. 017102)

November 18, 2009 (Ordinance No. 017239)

December 22, 2009 (Ordinance No. 017258)

November 8, 2011 (Ordinance No. 017674)

May 15, 2012 (Ordinance No. 017788)

July 17, 2012 (Ordinance No. 017821)

August 28, 2012 (Ordinance No. 017861)

July 30, 2013 (Ordinance No. 018049)

March 4, 2014 (Ordinance No. 018132)

January 6, 2015 (Ordinance No. 018302)

September 6, 2016 (Ordinance No. 018566)

October 4, 2016 (Ordinance No. 018578)

March 21, 2017 (Ordinance No. 018645)

June 13, 2017 (Ordinance No. 018689)

February 20, 2018 (Ordinance No. 018756)

July 9, 2019 (Ordinance No. 018940)

February 4, 2020 (Ordinance No. 019021)

October 27, 2020 (Ordinance No. 019110)

\_\_\_\_\_, 2021 (Ordinance No. \_\_\_\_\_)

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This is the Nineteenth Amendment to the Project and Financing Plan for Reinvestment Zone No. 5 and is supplemental to the existing Project and Financing Plan.

## **OVERVIEW**

This Final Project Plan and Final Reinvestment Zone Financing Plan for TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS (the "Zone") was recommended for adoption by the Board on February 12, 2009 and is based on the Preliminary Project and Financing Plan adopted by City Council when the Zone was created in December 2006 through approval of Ordinance No. 016528. The Zone was expanded with the recommendation of the TIRZ Board by City Council on December 18, 2007 with Ordinance No. 016803 and Ordinance No. 016804.

### **First Amendment:**

By Ordinance No. 017102, dated November 17, 2009, and by TIRZ Board recommendation, the City approved the first Plan amendment, which allocated \$32,000 to the Façade Program. The purpose of the Commercial Façade Improvement Grant Program is to provide grant funding to existing business property owners or lessees to encourage renovation and rehabilitation of the exterior of buildings in the Zone. This program aims to improve the aesthetics within the Zone as attractive building façades positively impact the marketability and perception of the area. The Program consists of a one-dollar to one-dollar match for approved improvements. Reimbursement grants will be awarded for façade improvements that restore, preserve, rehabilitate, enhance or beautify a structure. Eligible improvements include:

- Signs (new, repairs, replacement, removal)
- Grate and grate box removal or conversion of solid grates to an open mesh style
- Awnings
- Lighting
- Paint
- Removal/replacement of inappropriate or incompatible exterior finishes or materials
- Recessing/reconfiguring entrances
- Removal of extraneous elements
- Door/window replacement or repair
- Exterior cleaning
- Historical architectural elements

### **Second Amendment:**

The City approved by Ordinance No. 017239, dated November 17, 2009, the allocation of \$28,000 to Project No. 2: First Avenue Lofts (Mixed Use Residential). Located at 300 S. Florence El Paso, Texas, the First Avenue Lofts Project consists of the adaptive reuse of an old warehouse building into a mixed-use development project with retail at the

ground floor and eight dwelling units described as upscale lofts in the upper floors. The project developer is The El Paso Project, LLC. The conversion of the warehouse will necessitate public improvements in the sidewalk area; there are currently no sidewalks along one side of the building. The improvements include installation of the sidewalk, street lighting and related amenities in the public right of way. The age and the change of use of the building require retrofitting of the public utility connections.

Public improvement costs that will be eligible for reimbursement through the use of tax increment finance funds of the Zone are: installation, extension and/or renovation of sidewalks and abutting improvements to the adjacent street, and the construction of other public improvements including streetscape improvements and amenities such as street lighting. The additional tax increment finance funds for the project in the amount of \$22,000 are allocated to fund public utility connection costs associated with installation of water, sewer and fire lines to the building.

### **Third Amendment:**

By Ordinance No. 017258, dated December 22, 2009, the City approved the amendment of the Commercial Façade Improvement Grant Program by increasing the allocation \$25,000

This Third Amendment, by recommendation of the TIRZ Board and City Council approved, increased the allocation of Project No. 2: First Avenue Lofts (Mixed Use Residential) by \$22,000. The additional tax increment finance funds are allocated to fund public utility costs associated with installation of water, sewer and fire lines to the building.

### **Fourth Amendment:**

This Fourth Amendment allocated \$17,780 to Project No. 3: 910 Texas Ave. (Mixed Use Residential). Located at 910 Texas Ave, El Paso, Texas, the project consists of the rehabilitation and construction of a building into a mixed-used development with 1,684 square feet of office space at the ground floor and five dwelling units on the upper floor(s). The project developer is Donald Luciano. The construction of the building will necessitate public improvements in the area. The improvements include installation of street lighting, sewer taps and drain lines.

Public improvements costs that will be eligible for reimbursement through the use of tax increment finance funds of the Zone are: construction and installation of public improvements associated with the public utility connection costs associated with the installation of sewer taps and drain lines amenities such street lighting. The tax increment funds for the project in the amount of \$17,780 are allocated to fund these public improvements.

The City approved, by TIRZ Board recommendation, allocation of \$12,960 for TIRZ administration costs each fiscal year.



### **Fifth Amendment:**

The City Council approved, by Ordinance No. 017788, dated May 15, 2012, additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program.

The Fifth Amendment also approved funding in the amount of \$100,000 for Project No. 4: Civic Space at Cavalryman Pocket Park. Located at Henderson's Triangle (near intersection of Santa Fe and Missouri Streets) El Paso, Texas, the Project consists of open space improvements by adding a solar-powered pavilion, landscaping, and expansion of the pocket park. The public infrastructure improvements include new curb, ADA compliant stamped colored concrete sidewalk, ADA ramps, landscaping, irrigation and lighting. The property is owned by the City of El Paso.

Public improvement costs that will be eligible for reimbursement through the use of tax increment finance funds of the zone are: new curb, ADA compliant stamped colored concrete, ADA ramps, landscaping, irrigation and lighting. The tax increment funds for the project in the amount of \$100,000 are allocated to fund these public improvements, to be allocated by the City Manager or designee to the appropriate city departments or accounts for project implementation.

### **Sixth Amendment:**

This Sixth Amendment, approved by City Council by Ordinance No. 017821, dated July 17th, 2012, provides for the annexation of Addition B in the Union Plaza District, bounded by Paisano Street, Leon Street, Durango Street, San Francisco Street and more particularly shown on Exhibits A & B (Addition B) . Addition B Area has several of the same characteristics as property in the existing TIRZ No. 5 as detailed on pages 1-10 of the original plan. The present and existing uses of Addition B Area are detailed in Exhibit C.

The Addition B in Union Plaza has an estimated total net taxable value of \$12,150,991. The proposed public infrastructure improvements for the addition include the installation, extension and/or renovation of streets, drainage, utilities and sidewalks, and the construction of other public improvements including streetscape improvements and amenities related to developments that include housing, in particular affordable housing as a priority. The City will contribute 100% of its tax increment revenue; no other taxing authorities are participating.

Addition B in Union Plaza has a total of 9.45 acres and falls inside the Historic Incentive District. The new total acreage for the Tax Increment Reinvestment Zone No. 5 is 298 acres. Addition B is composed by office space, entertainment, restaurants and mixed- use housing with some affordable units. A mix of uses is expected anchored by office buildings with a variety of retail uses on the ground floor, enhanced public open spaces, streetscape improvements, and visitor-oriented development. Between 100 and 200 residential units, 40,000 square feet of office space and 20,000 square feet of retail

space are anticipated in this district. The catalyst project for this redevelopment is mixed-use development incorporating office & retail space.

Improvements in the district will take into account historic and culturally significant areas and structures and sensitive sites will be preserved. Redevelopment in this district is designated to both complement and stimulate improvements in the other five districts as described in the Downtown 2015 Plan.

Financial Plan / Economic Feasibility Study:

A conservative estimate of the value over the next five to ten years is placed at \$17,500,000. Refer to Exhibit D for more detailed information. The projected tax increment generated on this conservative estimate of value in the Addition B Area is sufficient to support other projects inside the zone.

Other Project Plan Provisions:

Reinvestment Zone Duration: When initially created by the City in December 2006, the term of the TIRZ No. 5 was established at 30 years. No change is proposed to the existing zone duration.

City Participation in the Addition B Area: The City will participate with 100% of its ad valorem tax increment revenue for the full life of the annexation and none of its sales tax revenue. No other taxing jurisdiction is anticipated to participate. Project costs will be paid from tax increment revenue as available or by the issuance of bonds, if the City so elects and amends this amendment.

Estimated Bond Indebtedness: The City reserves the right from time to time during the duration of the Zone to issue tax-exempt bonds ("Bonds") payable from tax increment revenue. The future issuance of Bonds is at the City's sole and absolute discretion and would be preceded by an amendment and approved by City Council.

Relocating Persons: No displacement or relocation of residents is anticipated based on the implementation of this Sixth Amendment.

Municipal Ordinances: No changes to City codes or ordinances are proposed in this Sixth Amendment to the Plan.

Sources of Revenue / Taxing Jurisdiction Participation: No changes to the sources of revenue or taxing jurisdiction participation described in the Plan are made by this Sixth Amendment.

Timing of Project Costs and Monetary Obligations: The City and Addition B Area will incur monetary obligations as the stream of tax revenue allow. Developers will be reimbursed only after completion, inspection and acceptance by the City of eligible public improvements or as detailed in agreements between the City and Developer(s). Administrative costs and costs related to the creation and organization of the Zone maybe paid from tax increment revenue or bond proceeds, if issued. Administrative costs

advanced by a developer are eligible for reimbursement from tax increment proceeds or bond proceeds.

Methods of Financing: No changes to the methods of financing described in the Plan are made by this Sixth Amendment.

Current Total Appraised Value: The base year value for the Addition B Area is the certified appraised value as of January 1, 2012. A current estimate of the base year value is shown on the chart in Exhibit E.

Estimated Captured Appraised Value: An estimate of the captured appraised value of the Addition B Area during each year of the TIRZ No. 5 existence is shown on the chart in Exhibit E.

### **Seventh Amendment:**

This Seventh Amendment, approved by City Council, by Ordinance No. 017861, dated August 28, 2012, amends the Project Plan and Reinvestment Zone Financing Plan by adding Project No. 5: Improving Downtown through Strategic Investment (2012-2022) in the maximum amount of \$5,000,000.

TIRZ No. 5 funds will be allocated to initiate and to reimburse the City's general revenue fund for the identified strategic investment public infrastructure projects in the Exhibit A below ("strategic investment projects") in accordance with the following terms, conditions, and restrictions:

1. An initial expenditure of \$1,000,000 will be allocated from the TIRZ No. 5 fund in Fiscal Year 2012 to initiate the strategic investment projects, in a manner determined by the City Manager or designee to the appropriate city departments or accounts for project implementation.
2. Subsequent to the initial expenditure and continuing on an annual basis for ten (10) consecutive years, TIRZ No. 5 funds in an amount not to exceed \$400,000 per fiscal year will be transferred to the City general revenue fund as reimbursement for actual project costs incurred in constructing the strategic investment projects; provided, however in no event the aggregate of reimbursement payments exceed seventy percent (70%) of the TIRZ No. 5 balance on hand, in which case the outstanding reimbursement obligation will carry over to the next fiscal year. Reimbursement for strategic investment projects will take priority over any other subsequent fund allocation.
3. The maximum allocation for each strategic investment project is indicated in Table 1; however, the City staff will make a concerted effort to generate per project cost savings, with such funds to be retained in the TIRZ No. 5 fund balance for future TIRZ projects.  
Board for informational purposes.

## **Eighth Amendment:**

The City Council approved, by Ordinance No. 018049, dated July 30th, 2013, additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. Subsequently, City Council approved allocation of \$2,160 for FY 2013, and \$12,960 for FY 2014 towards TIRZ No. 5 administrative costs for the TIRZ use of City personnel services.

This Eighth Amendment, approved by City Council, Ordinance No. 018049, dated July 30th, 2013, provides for the annexation of Addition C South El Paso Street, bounded by Paisano Street, Santa Fe Street, "Alley D" Sixth Street, and more particularly shown on Exhibits A & B (Addition C). Addition C Area has several of the same characteristics of properties in the existing TIRZ No. 5 as detailed on pages 1-10 of the original plan. The present and existing uses of Addition C Area are detailed in Exhibit C.

Addition C, South El Paso Street has an estimated total net taxable value of \$32,606,657. The proposed public infrastructure improvements for the addition include the installation, extension and/or renovation of streets, drainage, utilities and sidewalks, and the construction of other public improvements including streetscape improvements and amenities related to the existing developments. The City will contribute 100% of its tax increment revenue; no other taxing authorities are participating.

Addition C, South El Paso Street is a total of 8.4 acres and falls inside the Historic Incentive District. The new total acreage for the Tax Increment Reinvestment Zone No. 5 is 306.4 acres. Addition C is composed of mostly retail commercial properties. A mix of uses is expected with a variety of retail uses on the ground floor, enhanced public open spaces, streetscape improvements, and visitor-oriented development.

Improvements in the district will take into account historic and culturally significant areas and structures and sensitive sites will be preserved. Redevelopment in this district is designated to both complement and stimulate improvements in the other five districts as described in the Downtown 2015 Plan.

### Financial Plan / Economic Feasibility Study:

A 3% and 5% increase projection is used for a 10 year period to estimate the projected City tax increment generated in the Addition C area. A conservative estimate of the total City tax increment is estimated to be between \$388,000- \$688,000 over the next ten years. Refer to Exhibit D for more detailed information.

Reinvestment Zone Duration: When initially created by the City in December 2006, the term of the TIRZ No. 5 was established at 30 years. No change is proposed to the existing zone duration. valorem tax increment revenue for the full life of the annexation and none of its sales tax revenue. No other taxing jurisdiction is anticipated to participate. Project costs will be paid from tax increment revenue as available or by the issuance of bonds, if the City so elects and amends this Project and Financing plan

Estimated Bond Indebtedness: The City reserves the right from time to time during the

duration of the Zone to issue tax-exempt bonds (“Bonds”) payable from tax increment revenue. The future issuance of Bonds is at the City’s sole and absolute discretion and would be preceded by an amendment and approved by City Council.

Relocating Persons: No displacement or relocation of residents is anticipated based on the implementation of this Eighth Amendment.

Municipal Ordinances: No changes to City codes or ordinances are proposed in this Eighth Amendment to the Plan.

Sources of Revenue / Taxing Jurisdiction Participation: No changes to the sources of revenue or taxing jurisdiction participation described in the Plan are made by this Eighth Amendment.

Timing of Project Costs and Monetary Obligations: The City and Addition C Area will incur monetary obligations as stream of tax revenue allow. Developers will be reimbursed only after completion, inspection and acceptance by the City of eligible public improvements or as detailed in agreements between the City and Developer(s). Administrative costs and costs related to the creation and organization of the Zone may be paid from tax increment revenue or bond proceeds, if issued. Administrative costs advanced by a developer are eligible for reimbursement from tax increment proceeds or bond proceeds.

Methods of Financing: No changes to the methods of financing described in the Plan are made by this Seventh Amendment.

Current Total Appraised Value: The base year value for the Addition C Area is the certified appraised value as of January 1, 2013. A current estimate of the base year value is shown on the chart in Exhibit D.

Estimated Captured Appraised Value: An estimate of the captured appraised value of the Addition C Area during each year of the TIRZ No. 5 existence is shown on the chart in Exhibit D.

## **Ninth Amendment:**

The Ninth Amendment, by Ordinance No. 018132, dated March 04, 2014, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

Project No. 1: Commercial Façade Improvement Grant Program.

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount: 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount: \$423,000 (increased by \$100,000)

**Tenth Amendment:**

The Tenth Amendment, by Ordinance No. 018302, dated January 6th, 2015, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

Project No. 1: Commercial Façade Improvement Grant Program.

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- Seventh Amended Amount \$523,000 (increased by \$100,000)

### **Eleventh Amendment:**

The Eleventh Amendment, by Ordinance No. 018566, dated September 6, 2016, and by recommendation of the TIRZ Board, City Council approved exempting the Camino Real Redevelopment (associated with PID: M47399901600100) and Marriot Courtyard Hotel Construction projects (associated with PID: S16799900504500) from the tax increment contribution to the TIRZ5 tax increment fund.

In support of these projects; the TIRZ board further recommended, and City Council approved, to support and allow all conveyances of property associated with the Camino Real Redevelopment Project (associated with PID: M47399901600100) and the Marriot Courtyard Hotel Construction Project (associated with PID: S16799900504500), designating the City Manager to act as signatory on the behalf of the TIRZ5 board.

### **Twelfth Amendment:**

The Twelfth Amendment, by Ordinance No. 018578, dated October 4, 2016, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

#### **Project No. 1: Commercial Façade Improvement Grant Program.**

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- Seventh Amended Amount \$523,000 (increased by \$100,000)
- Eighth Amended Amount \$623,000 (increased by \$100,000)

### **Thirteenth Amendment:**

The Thirteenth Amendment, by Ordinance No. 018645, dated March 21, 2017, and by recommendation of the TIRZ 5 Board, City Council terminated funding to Project No. 5: Improving Downtown through Strategic Investments (2012-2022): Tree String Lights, Wayfinding, and Streetscape / Tree Canopy. Project No. 5 was originally approved in



the Seventh Amendment to the Final project Plan and Reinvestment Zone Financing Plan, adopted via Ordinance 017861, dated August 28, 2012.

Additionally, this Thirteenth Amendment, by recommendation of the TIRZ 5 Board, City Council allocating \$263,000 in TIRZ 5 funding to the Father Rahm Street Improvement Project.

#### **Fourteenth Amendment:**

The Fourteenth Amendment, by Ordinance No. 018689, dated June 13, 2017, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$39,000 for eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds. These programs will also include “Signature Rooftop Signage” projects and “Target Area 2” projects; both of which will be eligible to receive funds according to the Interlocal Agreement, revised on May 16, 2017.

The TIRZ Board recommends and City Council has approved yearly allocations in the amount of \$75,000 beginning calendar year 2018 and continuing until TIRZ 5 Board recommends and City Council approves to cease the yearly allocations. The yearly allocations beginning in 2018 are subject to an available fund balance ceiling for the Commercial Façade Improvement Program of \$100,000. This ceiling cannot be exceeded in available fund for the matching grant held by the DMD. These funds will be used to service all projects which comprise the Commercial Façade Improvement Grant Program, pursuant to the Interlocal Agreement between the City of El Paso and DMD. Upon the termination of the Interlocal Agreement; the fund balance of the Commercial Façade Improvement Program will be returned to the TIRZ 5 Tax Increment Fund.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

#### **Project No. 1: Commercial Façade Improvement Grant Program.**

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- Seventh Amended Amount \$523,000 (increased by \$100,000)
- Eighth Amended Amount \$623,000 (increased by \$100,000)

- Twelfth Amended Amount \$723,000 (increased by \$100,000)
- Fourteenth Amended Amount \$762,000 (increased by \$39,000)

### **Fifteenth Amendment:**

The Fifteenth Amendment, by Ordinance No. 018756 dated February 20, 2018, and by unanimous recommendation of the TIRZ Board. The Council approved funding in the amount of \$4,000,000 for eligible project costs for the Sun City Lights Paseo de las Luces project.

The Sun City Lights Paseo de las Luces project will extend along South El Paso Street from 6th Street north to San Antonio Street. It will consist of the installation of archways, new street furniture, full sidewalk replacements, the conversion of the street into a two-way traffic roadway, new traffic signals, new trees, the painting of existing light posts, upgraded irrigation, streetlights, new street furniture, tree-string lights, wayfinding signage, and 3 parklets. The project is scheduled to commence on January 29<sup>th</sup> 2018 and to be completed on October 31, 2018. The funds will be distributed as follows:

#### Collections Breakdown

- Principal and Interest: \$3.7M
- Capital Replacement: \$0.3M

#### Collections Schedule

Payment will be made in annual increments of \$210,526 beginning in 2018 and ending in 2036 for a total of 19 payments.

### **Sixteenth Amendment:**

The Sixteenth Amendment by Ordinance No. 018940, dated July 9, 2019, and by unanimous recommendation of the TIRZ 5 Board, City Council approved the following:

- A. Funding in the amount of TWO MILLION SIX HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,695,000.00) for the addition of the Pioneer Plaza and Promenades Project, a public infrastructure streetscape and park improvement project located on W. Mills Ave. between N. Mesa St. and S. El Paso St., including Pioneer Plaza Park. The project will be a continuation of Paseo de las Luces, connecting San Jacinto Plaza to the International Bridge; create dedicated pedestrian paths to connect major downtown amenities; and renew Pioneer Plaza Park. Payment will be made in annual increments of TWO HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$269,500.00) beginning in FY20 and ending in FY29 for a total of ten (10) payments.
- B. Support and allocation of Zone funding through new property tax increment abatements and/or reimbursements for the following development projects subject

to the terms of an agreement approved by City Council between the City of El Paso and the respective project developer(s):

1. The redevelopment of the O.T. Bassett Tower located at 303 Texas Avenue as a new hotel (GID M47399901101700);
2. The redevelopment of the property at 108 South Stanton Street (GID: M47399903808900);
3. The redevelopment of the Plaza Hotel located at 106 Mills Avenue (GID: M47399900608100, M47399900601700, M47399901406100, and M47399901405100, M47399901404100);
4. The development of a new office building known as the West Star Tower located at (GID: H13299901700100); and
5. The redevelopment of the property located at 213 South El Paso Street (GID: M47399901501700).

#### **Seventeenth Amendment:**

The Seventeenth Amendment, by Ordinance No. 019021, dated February 4<sup>th</sup>, 2020 and with recommendation by the TIRZ Board, City Council approved additional funding in the amount of \$25,000 per year for eligible project costs for the DMD's Commercial Façade Improvement Grant Program. The additional \$25,000 per year increases the funding for eligible costs from \$75,000 per year to \$100,000 per year. City Council approved yearly allocations in the amount of \$100,000 to begin calendar year 2020.

By the Seventeenth Amendment, City Council also approved the allocation of Zone funding through new property tax increment abatements and/or reimbursements for the redevelopment of the property at 300 E. Main Street (GID: M47399901008100) subject to the terms of a development agreement approved by City Council between the City of El Paso and the respective project developer.

#### **Eighteenth Amendment:**

The Eighteenth Amendment, by Ordinance No. 019110, dated October 27, 2020 and with recommendation by the TIRZ Board meeting, City Council approved the following:

- A. To allocate up to five percent of annual Zone revenue to administrative costs

associated with management of the Zone;

- B. To allocate up to \$15,000.00 to update Downtown area wayfinding kiosk maps; and
- C. To allocate \$400,000.00 to the first phase of the downtown alleyway reactivation and street tree implementation project, including: 1) \$250,000.00 for Henry Trost improvements to promote connectivity and pedestrian activity along Henry Trost, between S. El Paso St. and S. Santa Fe St.; and 2) \$150,000.00 for street tree implementation to address street tree gaps and provide for a shaded circulation network in the downtown area.

**Nineteenth Amendment:**

The Nineteenth Amendment, by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2021, and by unanimous recommendation of the TIRZ Board, City Council approved funding in the amount of up to \$150,000.00 to a downtown plan effort to support the development of a capital needs assessment.

# **Item 33. Nineteenth Amendment: Tax Increment Reinvestment Zone 5 Project Plan and Reinvestment Zone Financing Plan**

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

# Tax Increment Reinvestment Zone No. 5 Proposed Amendment

- An Ordinance approving Amendment Number Nineteen to the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, to allocate up to one hundred fifty thousand (\$150,000.00) of the Tax Increment Reinvestment Zone annual revenue to the downtown plan effort to support the development of a capital needs assessment; adopting said amendments as required by section 311.011(E) Texas Tax Code.

# Downtown CIP Development



# CIP Development

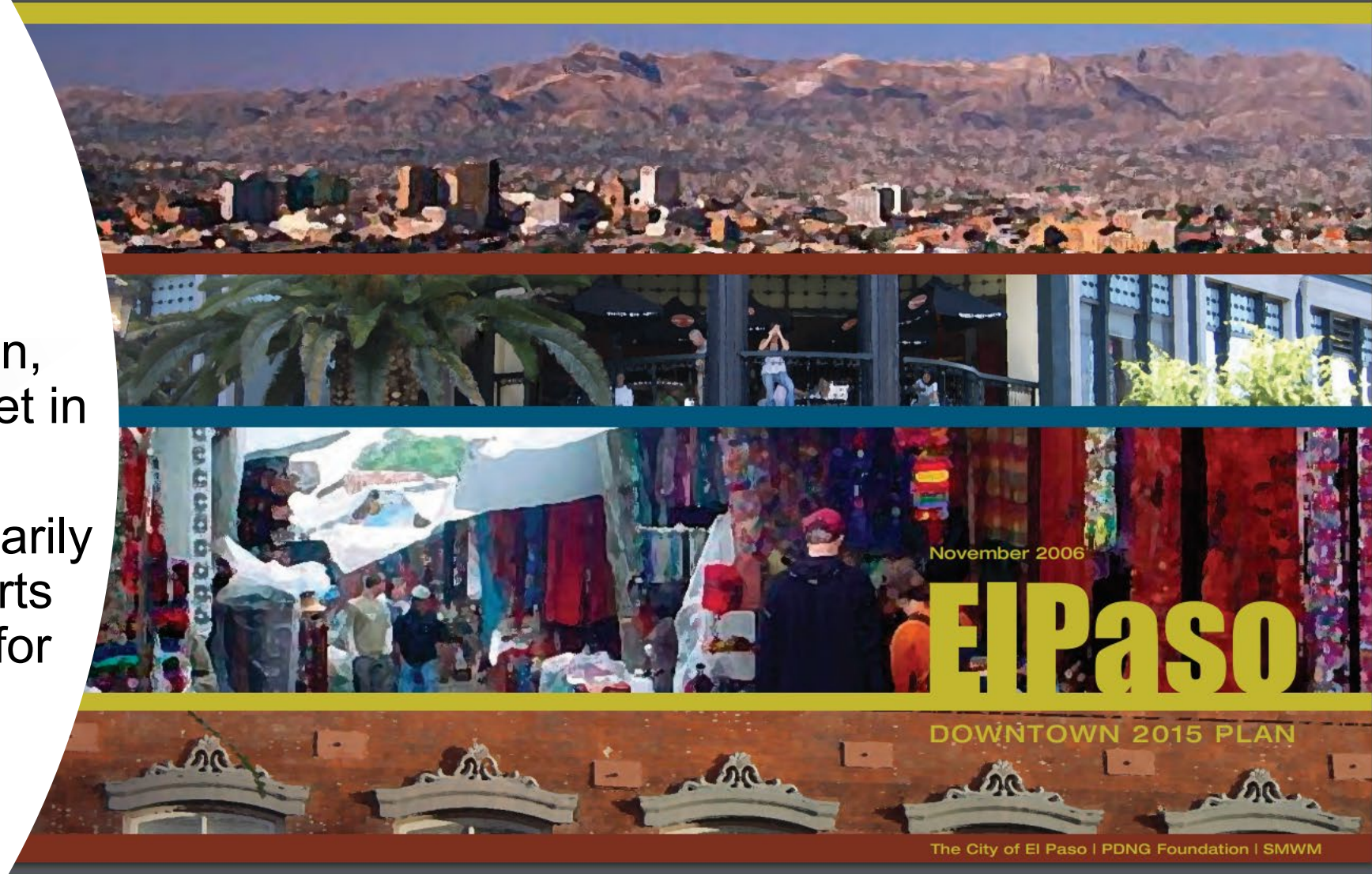
- Development of Capital Plans are most effective when coupled with Planning Studies
  - Demographic and data analysis part of the plans give insights into facility demand and infrastructure needs;
  - Through the community engagement process, a common vision of the study area is developed so that capital investment is not haphazard and supports this effort.





# Previous Downtown Plan

- Current Downtown Plan, adopted in 2006, sunset in 2015
- The Plan focused primarily on redevelopment efforts and design standards for downtown
- Contained no capital project list





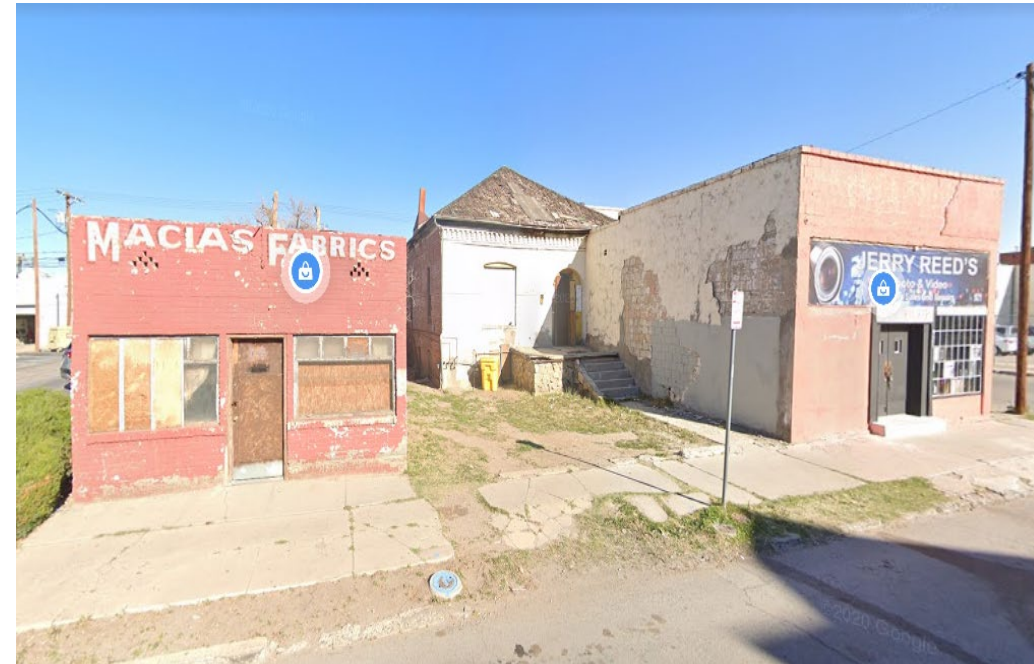
# Existing Conditions

- Current conditions (broken sidewalks, potholes, missing trees, missing lights, etc.)
- State of infrastructure
- Funding needed to analyze and assess these issues to be addressed



# Existing Conditions (cont'd)

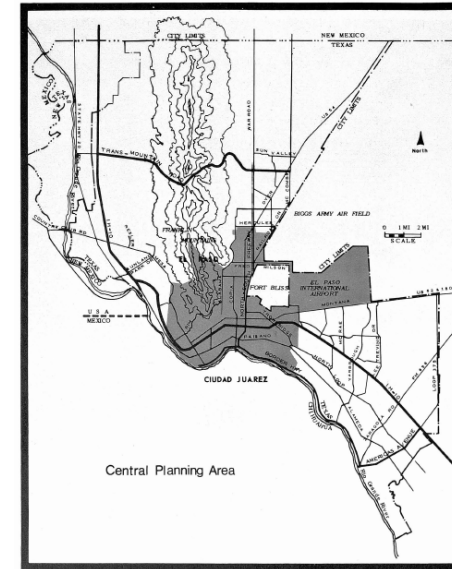
- Buildings
  - Not rehabilitated
  - Vacancy
- Alleys
  - Unimproved
  - Unsafe





# Previous Assessment

- Last known Capital Needs assessment was conducted in 1975 in support of a Central Planning Area Study



DEPARTMENT OF PLANNING, RESEARCH & DEVELOPMENT • JUNE 1975

## 2020 Capital Plan

- At the end of 2019, City Council approved the 2020 Capital Plan
- Among other items, funds were set aside to conduct Planning Studies to help support planning efforts and develop a list of projects for future Capital Plans

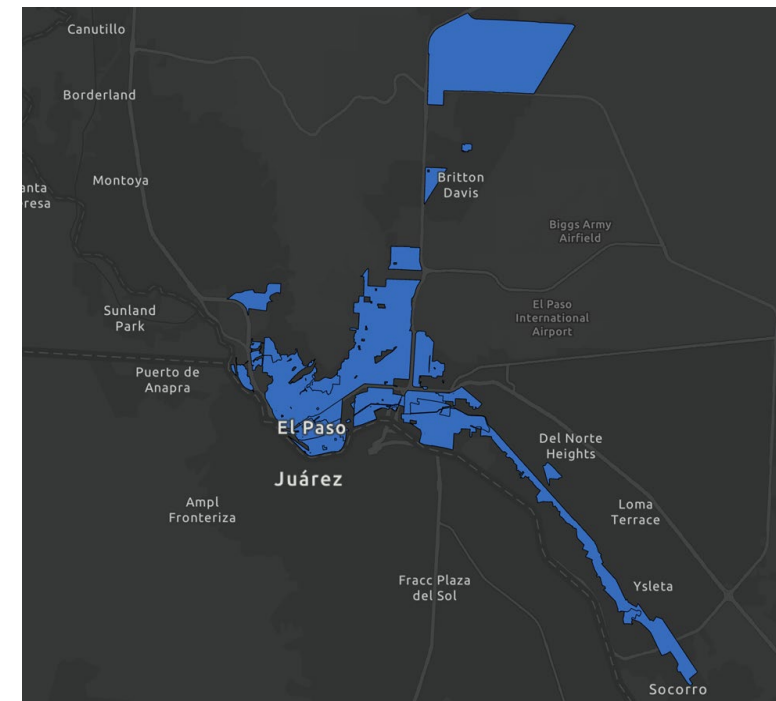
## EL PASO STREETCAR CORRIDOR REVITALIZATION STUDY



## ALAMEDA TRANSIT CORRIDOR REVITALIZATION PLAN

## Alignment with City's Strategic Plan

- Prioritizing private and public investment in key areas, as identified in the Strategic Plan.



- **Activate targeted (re)development (2.0):**
  - Medical Center of the Americas/Alameda
  - Reimagine Cohen/Angora Loop/Northeast Parkway
  - Five Points
  - Airport Development
  - High priority corridor development plans
  - Infill growth strategies
  - Parking strategies
  - Disposition of City-owned properties
- **Expand Downtown revitalization/redevelopment to include:**
  - Streetcar corridor vibrancy (2.0)
  - Convention center renovation
  - Parking management plans
  - Uptown

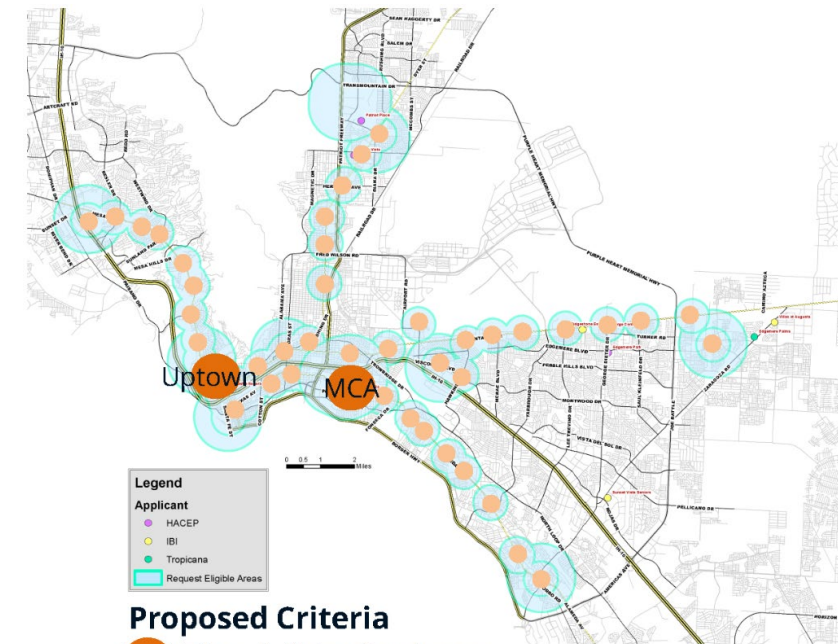
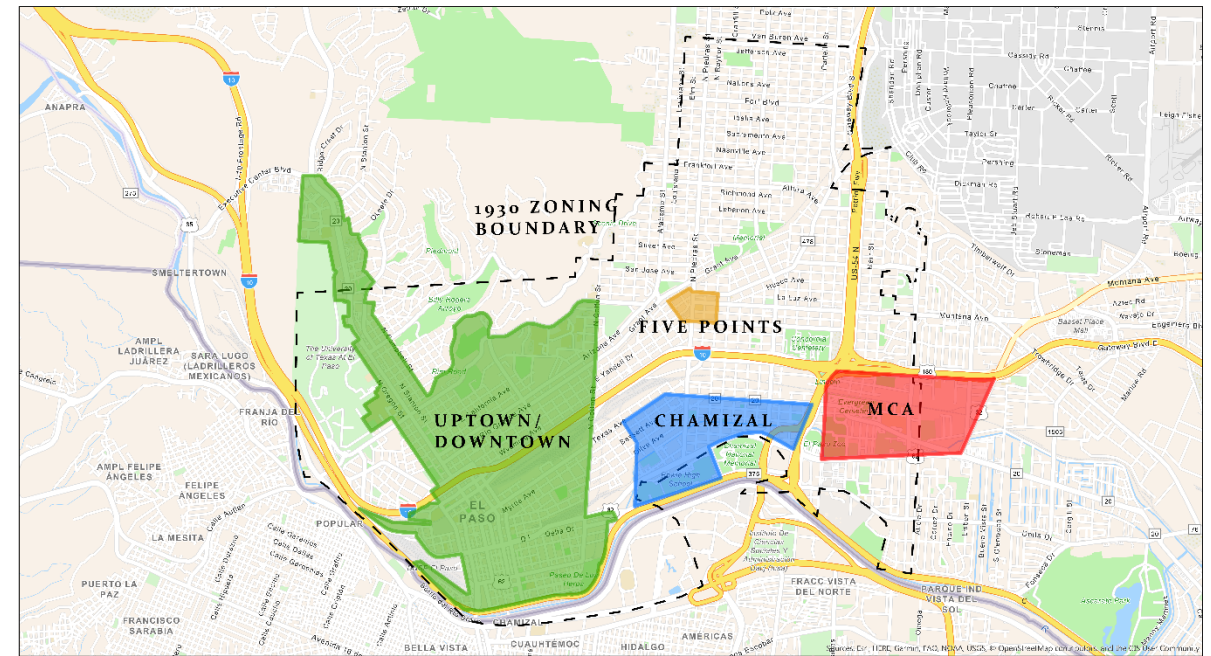
# Small Area and Corridor Plan Schedule

## FY 2021

- Alameda Corridor
- Greater Downtown Plan Update
- (Includes Uptown and Streetcar Corridor)

## FY 2022

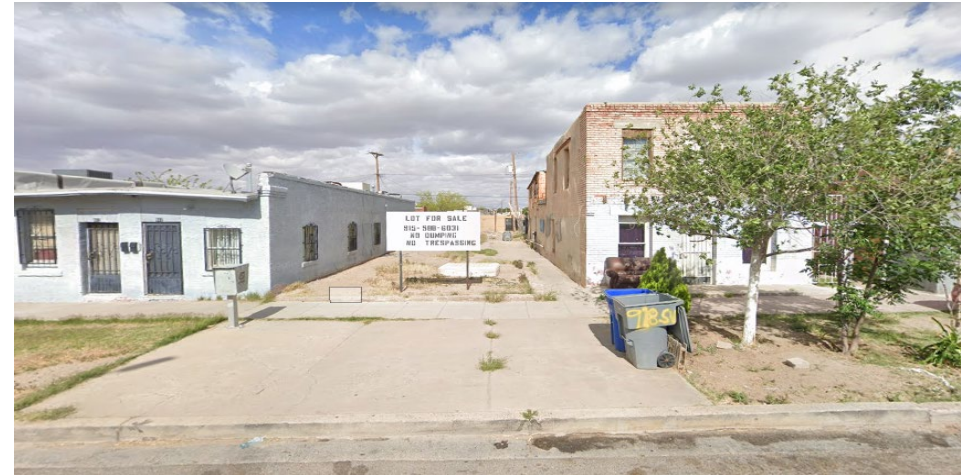
- Dyer Corridor
- Five Points





# Downtown Plan Components

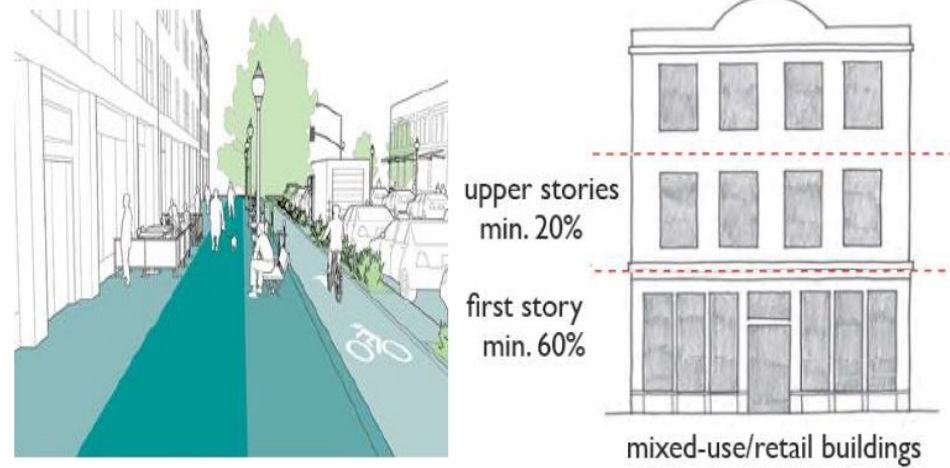
- Set a common vision of what stakeholders want Downtown to become
- Land Use Strategies
- Market Assessment for Housing and Retail
- Economic Incentives





# Downtown Plan Components (cont'd)

- Design Policies
- Mobility Data Analysis
- Capital Needs Assessment



# Partnerships Critical to Plan's Success

- Downtown Management District has committed funds to support the plan effort
- Preliminary discussions with major employers located within the greater Downtown area to support the planning effort



**Objective: To allocate up to \$150,000.00 of the Tax Increment Reinvestment Zone annual revenue to the Downtown Study Plan**

**Tax Increment Reinvestment Zone 5 Board of Directors  
recommendation February 18, 2021:**

**Approve**



## 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 #: 21-235, Version: 1**

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

**All Districts**

Streets & Maintenance, Richard Bristol, (915) 212-0151

**PUBLIC HEARING DATE:** 3/16/2021

**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.*

An Ordinance amending Title 12.44.280, Restrictions on parking in residential parking districts, to add a new subsection, D to allow for the amendment of residential parking district restrictions and boundaries.

**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 current residential parking district policy does not provide a process to amend existing parking restrictions or district boundaries. The proposed amendment would establish a process to do so, while ensuring concurrence.

**PRIOR COUNCIL ACTION:**

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

January 17, 2012

City Council approved an ordinance to amend Title 12.44.280 Restrictions on parking in residential districts, to revise the provisions regarding the issuance of permits, and clarify the effect of holding a permit and the penalties for parking.

October 27, 2015

City Council approve an ordinance to amend Title 12.44.280 Restrictions on parking in residential districts, to amend the definition of a residential property to include apartment complexes with five or more dwelling units in a designated historical district, and to revise the provisions regarding the issuance of permits.

**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:** March 2, 2021

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

**CONTACT PERSON NAME AND PHONE NUMBER:** Hannah Adele Williams, (915) 212-7003,  
WilliamsHA@elpasotexas.gov

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:**

7 – Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:**

7.3 – Enhance a regional comprehensive transportation system

**SUBJECT:**

Ordinance amending Title 12.44.280, Restrictions on parking in residential parking districts, to add a new subsection, D to allow for the amendment of residential parking district restrictions and boundaries

**BACKGROUND / DISCUSSION:**

The current residential parking district policy does not provide a process to amend existing parking restrictions or district boundaries. The proposed amendment would establish a process to do so, while ensuring concurrence.

**PRIOR COUNCIL ACTION:**

January 17, 2012

City Council approved an ordinance to amend Title 12.44.280 Restrictions on parking in residential districts, to revise the provisions regarding the issuance of permits, and clarify the effect of holding a permit and the penalties for parking.

October 27, 2015

City Council approve an ordinance to amend Title 12.44.280 Restrictions on parking in residential districts, to amend the definition of a residential property to include apartment complexes with five or more dwelling units in a designated historical district, and to revise the provisions regarding the issuance of permits.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:**

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



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.44 (STOPPING, STANDING AND PARKING GENERALLY), SECTION 12.44.280 (RESTRICTIONS ON PARKING IN RESIDENTIAL PARKING DISTRICTS) TO ADD A NEW SUBSECTION D TO ALLOW FOR THE AMENDMENT OF RESIDENTIAL PARKING DISTRICT RESTRICTIONS AND BOUNDARIES, REPLACE THE WORD TRAFFIC ENGINEER WITH CITY TRAFFIC ENGINEER; ADD HE/SHE REFERENCES TO THE CITY TRAFFIC ENGINEER; AND CORRECT THE NUMBERING OF THE SECTION. PENALTY IS AS DESCRIBED IN SECTION 12.44.280, SUBSECTION S.

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

**SECTION 1.** Title 12, (Vehicles and Traffic), Chapter 12.44 (Stopping, standing and parking generally), Section 12.44.280 (Restrictions on parking in residential parking districts) is amended in its entirety to read as follows:

12.44.280 - Restrictions on parking in residential parking districts.

A. Policy. It is the policy of the city to reduce hazardous traffic conditions and congested parking conditions resulting from the use of streets within areas zoned for residential uses for the parking of vehicles by persons using commercial, industrial, governmental and education facilities to protect the residents of designated residential districts from unreasonable burdens in gaining access to their residences; to preserve the character of designated residential districts as residential districts; to preserve historic districts and allow parking for tenants due to the restrictions placed in historic districts; to promote efficiency in the maintenance of those streets in a clean and safe condition; to preserve the value of the property in those districts; to preserve the safety of motorists, children and other pedestrians; and to the peace, order, comfort, convenience and welfare of the inhabitants of the city.

B. Definitions. The following definitions shall apply to this section:

"Block" means a continuous area adjacent to a street between street intersections on one or both sides of such street or, in the instance of a dead end street, the contiguous area from the last intersection of that street with another street to the end of such street on one or both sides of such street.

"Light density residential district" shall have the same meaning as defined in City Code Section 20.06.010 A. table insert.

"Owner" means an owner of record in the El Paso County Clerk's records of a property within a residential parking district.

"Property" means a parcel of land containing at least one residential dwelling unit and has a property or parcel identification number issued by the central appraisal district.

"Resident" means the owner or tenant who occupies a residential property in a light density residential district.

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"Residential property" means premises containing one or more dwelling units in a light density residential district, such as single-family homes, duplexes, condominiums and apartment complexes with four or fewer units that contain habitable rooms for nontransient occupancy and are designed primarily for living, sleeping, cooking and eating therein, unless such premises are actually occupied and used exclusively for other purposes. Apartment complexes with five or more dwelling units that are within a designated Historical District shall be considered residential. Dormitories, boardinghouses with five or more units, and hotels, hotel suites, motels, and day care centers shall not be considered residential.

C. Creation of residential parking districts.

1. Creation: Residential parking districts shall be created and dissolved by ordinance. Residential parking districts established in Section 12.88.200 shall continue in existence until removed by amendment to that section.
  - a. Districts initiated by city council. City representatives may propose to create or dissolve a residential parking district by submitting a proposal to the city traffic engineer. When the proposal is to create a district, the city traffic engineer shall evaluate the need for the district using the criteria set forth in this section, evaluate the appropriate boundaries for such district and submit his findings and recommendations to the city council. The city council by ordinance shall determine whether to create or dissolve residential parking districts.
  - b. Districts initiated by property owners. To initiate the creation of a residential parking district, one or more property owners shall submit an application to create a residential parking district. No fee shall be charged for the application for the creation of a residential parking district. The application shall identify the block or blocks that are proposed to be in the residential parking district. All applicants shall own property in at least one of the blocks identified in the application. The city traffic engineer shall evaluate the need for residential parking restrictions in the block or blocks identified in the application and the area surrounding such block or blocks, following the criteria set forth in this section. If the criteria are met, the city traffic engineer shall recommend appropriate boundaries for the district. The city traffic engineer shall include in his evaluation the reasons why the block or blocks meet or do not meet the criteria. All applications, evaluations and recommendations of the city traffic engineer shall be submitted to the city council for approval or denial of creating the residential parking district. After a residential parking district is created, owners may petition, as described in this section, for residential parking restrictions in one or more blocks within the district.
2. Criteria. The following conditions shall exist in order to create a residential parking district:
  - a. Vehicles registered to people who are not residents of the block or blocks that are proposed to be in a residential parking district are parked in such block or blocks, utilizing more than sixty percent of the available curbside parking at the same times and days throughout a week or portion of a week; and

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- b. Commercial, governmental, industrial or educational facilities exist close enough to the block or blocks in the proposed district that users of nonresidential vehicles parked on the street in the block could readily use such facilities; and
  - c. That unreasonable burdens exist for the residents of the block or blocks in the proposed district in securing adequate on street parking and gaining access to their places of residence because of street parking of nonresidential vehicles; and
  - d. An inadequate number of parking spaces exist for residents and nonresidents to park their vehicles in the block or blocks in the proposed district; and
  - e. There is a need for the residents of the block or blocks in the proposed district to obtain on street parking adjacent to or close by their place of residence; and
  - f. A safety issue has been identified because of congested street parking block or blocks in the proposed district; and
  - g. The city traffic engineer determines that a parking permit system would alleviate the lack of parking for residents of the block or blocks in the proposed district.
  - h. The blocks in the proposed district are zoned as a light density residential district.
3. Application for petition: After a residential parking district is established, owners of property in the district who want residential parking restrictions placed on one or more blocks within the district shall follow the following procedures:
- a. Application: One or more owners of property in a block must complete, sign and submit to the city traffic engineer an application for residential parking restrictions in one or more blocks within a residential parking district. The application shall be on a form approved by the city traffic engineer. The applicant shall state the location of the block or blocks that the applicant is requesting to be subject to the residential parking restrictions and the factual information concerning parking conditions in the area identified in the application, including information concerning the conditions described in Section 12.44.280 C.2.b. through f.
  - b. Application fee: There shall be a non-refundable application fee in the established amount.
  - c. Petition requirements: Once a completed application with accompanying application fee has been received by the city traffic engineer, the city traffic engineer will verify the existence of commercial, industrial, governmental or education facilities as described in this section. If the city traffic engineer makes such verification, he/she shall provide a petition to the applicant, which, when returned must meet the following criteria to be considered valid.
    - 1) The petition must be signed by the owners of seventy-five percent of the property in the block or blocks identified in the petition. If a property has multiple owners, only one of the owners is required to sign the petition.
    - 2) Petitions shall be on a form approved by the city traffic engineer. Petitions shall contain (1) the signature of the owner, (2) the name of the owner in print, (3) the property or properties in the block owned by the owner, (4) the date the petition was issued by the city traffic engineer to the applicant, (5) a precise statement

that the purpose of the petition is to request that residential parking restrictions be put in place and (6) a description of the block or blocks in which the restrictions would be placed. The owner's name and property address shall be clearly printed or typed. The city traffic engineer shall not consider illegible addresses or printed names when qualifying the petition.

- 3) The petition shall be returned to the city traffic engineer within thirty days from the time the city traffic engineer provides the petition to the applicant, as shown by the date on the petition.
- 4) Upon submission of the completed petition to the city traffic engineer, the applicant shall sign a certificate on a form approved by the city traffic engineer declaring that to the best of his knowledge and belief, each signature was that of an owner of property in the block or blocks proposed for residential parking restrictions.
4. City traffic engineer's evaluation. Upon receipt of a petition meeting the requirements of this section, the city traffic engineer shall evaluate the nature and extent of the problems, if any, caused by nonresidential parking in each block using the criteria set forth in Section 12.44.280 C.2.a. through h. If deemed necessary by the city traffic engineer, more detailed studies shall be conducted including, but not limited to an inventory of legal curbside parking spaces available.
5. Notice. The city traffic engineer shall notify the applicant within thirty days of the day the petition is submitted to the office of the city traffic engineer whether the applicant has met the requirements for the implementation of residential parking restrictions, citing any requirements that have not been met.
6. Designation of date. If the city traffic engineer determines that the requirements of this section have been met, he/she shall designate a date on which the parking requirements of the block or blocks begin and notify the applicant.
7. Appeal. When the city traffic engineer does not find that the applicant has met the requirements to impose residential parking restrictions, the city traffic engineer shall send the applicant notice of his decision. The applicant may appeal the decision to the city council by submitting an appeal to the city traffic engineer on a form approved by the city traffic engineer. The appeal must be submitted within fifteen consecutive calendar days after the date of applicant's receipt of the notice of the city traffic engineer's decision. The appeal shall state the basis for the appeal specifying any findings by the city traffic engineer that the appellant asserts are in error.

D. Amendment of parking restriction and boundary.

1. Right to apply. An owner of property in a residential parking district may petition to have the residential parking district restrictions modified. The owner of property within 1,000 feet of a residential parking district may petition to amend the boundaries of the residential parking district. All petitions must conform to the requirements of this Subsection.
2. Application. A person eligible to apply for an amendment to a residential parking district restriction or boundary modification must pay the fee established by City Council in the

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annual budget process and complete, sign, and submit an application to the city traffic engineer. Application fees are not refundable and no application will be considered without payment of the established fee. The application shall be on a form approved by the city traffic engineer, provided that the form must require at a minimum the following:

- a. The application must clearly state that the owners of properties signing the application agree with the modification of the residential parking district.
  - b. If the application is to amend any restrictions of the residential parking district, then the application must be signed by the owners of at least seventy-five percent of the properties within the residential parking district. If the application is to amend the boundaries of a residential parking district, then the application must be signed by the owners of at least seventy-five percent of the new properties proposed to be included in the residential parking district.
  - c. Application shall contain (1) the signature of each owner, (2) the name of each owner in print (3) the subject area properties, (4) phone number, and (5) a precise statement that the purpose of the petition is to amend the parking restrictions of an existing residential parking district or amend the boundaries of the district to include a block(s) directly adjacent to the existing residential parking district. The owner's name and property address shall be clearly printed or typed. The city traffic engineer shall not consider properties that are not contiguous to other proposed properties in the district, illegible addresses, and/or printed names without signatures when evaluating the application.
  - d. Upon submission of the completed application to the city traffic engineer, the applicant shall sign a certificate on a form approved by the city traffic engineer declaring that to the best of the applicant's knowledge and belief, each signature was signed by an owner of property within the district or within the new area proposed to be added to the district.
3. City traffic engineer's evaluation. Within 30 calendar days of receipt of an application and payment of the established fee, the city traffic engineer shall verify that the contents of the application are accurate and complete and notify the applicant of the findings. If the city traffic engineer determines that the application is not accurate or complete, then the city traffic engineer will return the application to the applicant to be completed or corrected. If the application is not corrected within 30 calendar days, then the application will expire and a new application and fee will be required if applicant wishes to continue with the process. If the city traffic engineer determines that the application is accurate and complete, then the city traffic engineer will proceed to evaluate whether a parking restriction modification or boundary is appropriate. In making the determination, the traffic engineer may require studies at the expense of the applicant. The fees for the studies will be as established by City Council in the annual budget process. Failure to pay the fees for the studies within 30 calendar days of the traffic engineer informing the applicant of the need

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for a study will result in the expiration of the application and a new application and fee will be required if applicant wishes to continue with the process. If the city traffic engineer determines that an amendment to the residential parking district restrictions or boundaries is not appropriate, then the city traffic engineer will inform the applicant and no amendment of the residential parking district restrictions or boundaries will be made and the application process will be completed at that point. If the city traffic engineer determines that an amendment to the residential parking district is appropriate, then the city traffic engineer shall designate a date on which the proposed amendment to the residential parking district restrictions or boundaries will be presented to city council for consideration. If the amendment is approved by city council, then the city traffic engineer will designate a date to install the new parking restriction, instruct the appropriate city departments to replace all signage and revoke and replace all previous permits and notify the applicant. If the proposed amendment is denied by city council, then the process will end with city council's denial. All amendment approvals or denials are at city council's discretion.

4. Appeal. The applicant may appeal to city council a determination by the city traffic engineer that an amendment to the residential parking district restrictions or boundaries is not appropriate. An applicant wishing to appeal such decision must submit the request for an appeal to the city traffic engineer on the form approved by the city traffic engineer. The appeal must be submitted within fifteen calendar days after the date of applicant's receipt of the notice of the city traffic engineer's decision. The appeal shall state the basis for the appeal specifying any findings by the city traffic engineer that the appellant asserts are in error. The city council may uphold the decision of the city traffic engineer, remand the matter to the city traffic engineer for further consideration, or allow the amendment of parking restrictions or boundaries within the residential parking district.
5. One-year waiting period to modify or submit new applications. The city traffic engineer will not accept any applications to modify any residential parking district restrictions or boundaries that are submitted within one year of a denial or approval of a previous application to modify the restrictions or boundaries of the same residential parking district. In the instance that an application is barred by a previous denial, the one year waiting period will commence on the date that City Council denied an appeal or if no appeal was made, then one year from the date the city traffic engineer determined that an amendment to the restrictions or boundaries is not appropriate. The one year waiting period does not apply if the previous application barring a current application expired or was withdrawn by an applicant prior to a determination by the city traffic engineer regarding the appropriateness of an amendment to the restriction or boundaries of a residential parking district.
6. Health and safety related modifications. Notwithstanding anything to the contrary, the city traffic engineer is authorized to modify any residential parking district restrictions or boundaries at any time if the city traffic engineer determines that such modification is warranted for health or safety reasons.

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E. Removal of parking restrictions, dissolution of residential traffic parking districts.

1. Right to apply. Except as provided in this section, an owner of property in a residential parking district may petition to have the parking restrictions of such district removed as to the block in which such person owns property or petition to have the entire residential parking district be dissolved.
2. Application for petition.
  - a. Application: One or more owners of property in a block within a residential parking district shall complete, sign and submit to the city traffic engineer an application to remove the parking restrictions of a residential traffic parking district from one or more blocks within the district or to dissolve the entire district. The application shall be on a form approved by the city traffic engineer. The applicant shall state the location of the block or blocks that are the subject of the application or the location of the residential parking district if the dissolution of the district is sought.
  - b. Application fee: There shall be a non-refundable application fee in the established amount which shall be paid at the time the application is filed.
  - c. Petition requirements: The city traffic engineer shall verify the location of the block or district upon receipt of an application. A petition will be given to the applicant, which, when returned must meet the following criteria to be considered valid.
    - 1) The petition must be signed by at least one of the owners of seventy-five percent of the property in the block, blocks or district identified in the petition.
    - 2) Petitions shall be on a form approved by the city traffic engineer. Petition shall contain (1) the signature of the owner, (2) the name of the owner in print (3) the property or properties in the block owned by the owner, (4) the date the petition was issued by the city traffic engineer to the applicant, (5) a precise statement that the purpose of the petition is to remove the traffic parking restrictions of the residential parking district for the block or blocks identified in the petition or that the purpose is to dissolve a residential parking district (6) the boundaries of the district or block(s) that are the subject of the petition. The owner's name and property address shall be clearly printed or typed. The city traffic engineer shall not consider illegible addresses or printed names when qualifying the petition.
    - 3) The petition shall be returned to the city traffic engineer within thirty days from the time the city traffic engineer provides the petition to the applicant as shown by the date on the petition.
    - 4) Upon submission of the completed petition to the city traffic engineer, the applicant shall sign a certificate on a form approved by the city traffic engineer declaring that to the best of his knowledge and belief, each signature was signed by an owner of property in the block or blocks or district identified in the petition.
3. City traffic engineer's evaluation. Upon receipt of a petition meeting the requirements of this section, the city traffic engineer shall verify that the required signatures were provided in the petition and that the remaining requirements of this section have been met.



4. Notice. The city traffic engineer shall notify the applicant within thirty days of the day the petition is submitted to the office of the city traffic engineer whether the applicant has met the requirements of this section, citing any requirements that have not been met.
  5. Designation of date. If the city traffic engineer determines that the requirements of this section have been met, he/she shall designate a date on which the parking requirements of that district shall end in the block or blocks identified in the petition and instruct the appropriate city departments to remove all signage and revoke all permits and notify the applicant.
  6. Dissolution of district. If the city traffic engineer determines that the requirements of this section have been met when the petition is submitted to dissolve the residential parking district, he/she shall submit the petition and his findings and recommendations to the city council for consideration and notify the applicants of his findings and recommendations. The city council shall determine by ordinance whether or not the residential parking district should be dissolved.
  7. Appeal. When the city traffic engineer finds that the applicant has not met the requirements to remove parking restrictions from one or more blocks or to dissolve a residential parking district, the city traffic engineer shall send the applicant notice of his decision. The applicant may appeal the decision to the city council by submitting an appeal to the city traffic engineer on a form approved by the city traffic engineer. The appeal must be submitted within fifteen consecutive calendar days after the date of applicant's receipt of the notice of the city traffic engineer's decision. The appeal shall state the basis for the appeal specifying any findings by the city traffic engineer that the appellant asserts are in error. The city council may uphold the decision of the city traffic engineer, remand the matter to the city traffic engineer for further consideration, or allow the removal of parking restrictions from one or more blocks or dissolve the residential parking district.
  8. One-year waiting period. The city traffic engineer shall not accept applications for a petition to remove the parking restrictions of a residential parking district from one or more blocks that are within such district or to dissolve a residential parking district within one year from the date of designation of such district by the city council except as provided in this section.
  9. Six-month waiting period. Property owners who meet the requirements of this section to remove the parking restrictions of a block or blocks within a residential parking district may have such parking restrictions rescinded between six months and one-year after the designation of the restrictions on parking in such block or blocks by the city traffic engineer, provided they pay to the city the cost of labor and materials to remove the parking restriction signs in the block, blocks or district. Property owners who meet the requirements of this section to dissolve the residential parking district may have such parking restrictions rescinded between six months and one-year after the designation of such district, provided they pay to the city the cost of labor and materials to remove the parking restriction signs in the block, blocks or district, provided that the city council has approved dissolving the district.
- F. Petitions for reinstatement of residential parking district. The city traffic engineer shall not accept an application for the establishment of residential parking restrictions in one or more

blocks within a district when the application includes a block in which residential parking restrictions previously existed and were eliminated within one year of the date of the application.

G. Parking permits.

1. Permit required. It shall be a violation for any person to park a motor vehicle on a city street in a curbside parking space on any day or during any hours in a residential parking district without the display, as required in this section, of a parking permit issued by the city traffic engineer pursuant to this chapter ("parking permit") allowing the motor vehicle to be parked in the district and during the times specified on residential parking district signs posted in such district by the city.
2. Effect of issuance of permit. A parking permit shall not guarantee or reserve to the holder a curbside parking space within a residential parking district. A parking permit shall not authorize the holder to cause to stand or park a motor vehicle at such places where parking is prohibited or during such times as when the stopping, standing or parking of motor vehicles is set aside for specified types of vehicles, nor exempt the holder from observance of any traffic regulation including, but not limited to, vehicle abandonment laws, towing laws or parking meter payment.
3. Temporary suspension of permit. The city traffic engineer may temporarily suspend the parking allowed pursuant to a parking permit for emergency or construction purposes within the residential parking district.
4. Limitations on the issuance of parking permits.
  - a. The city traffic engineer may limit the parking permit to certain hours of the day and certain days of the week in any residential parking district or a block within the district.
  - b. Only one permit shall be issued for each vehicle.
  - c. Permits may only be used in the residential parking district for which they are issued.
  - d. The city traffic engineer may limit the number of vehicles that may be issued a permit for each household on each block or blocks within a residential parking district when such limitation is appropriate to accommodate the parking needs within the block or blocks in the district.
  - e. No permit shall be issued if the applicant has pending parking tickets issued in the city.
5. Prohibitions regarding the use of parking permits.
  - a. The side of the permit showing the residential parking district for which the permit was issued shall be displayed in the vehicle at all times the vehicle is parked in the district for which it was issued in a manner that allows the entire permit to be viewed from outside the vehicle through the front windshield.
  - b. Expired permits shall not be displayed in parked vehicles.
  - c. Permits shall be returned to the city traffic engineer when the permit expires, the person to whom the permit was issued no longer resides in the residential parking

district, and when the vehicle to which the permit was issued is loaned (for more than thirty days) or is stolen, sold or traded.

- d. Permits shall not be transferred, provided that owners who obtain visitor permits from the city traffic engineer may provide such visitor permits to their tenants.
- e. Permits shall not be displayed in a vehicle for which the permit was not issued.

6. Requesting parking permits.

- a. All parking permits under this section may be issued by the city traffic engineer or his designee upon receipt of a completed application which provides the information required under this section.
- b. All applicants must present a valid driver's license or other government-issued identification showing the applicant's photograph.
- c. All applications shall be accompanied by the established fee for the parking permit(s) requested in the manner established in Section 12.44.280 M.

H. Residential parking permits: The following requirements must be met before a residential parking permit may be issued.

- 1. Residents: Each applicant must demonstrate that he/she is a current resident of the residential parking district for which the permit is to be issued by providing one of the following documents which shows that the applicant resides in the residential parking district:
  - a. A current electric, gas, telephone or water bill for service at the resident's address within the district that is dated within thirty days of the application for a permit;
  - b. A lease of premises or contract for sale of a residence that lists the applicant's residence within the district; or
  - c. Any other current valid document issued by a government agency that shows that the applicant resides within the district.
- 2. Armed Forces: Members of the Armed Forces whose home of record is outside El Paso County and currently reside in a residential parking district are eligible to apply for a residential parking permit provided they show a valid military identification card and one of the following which shows that the applicant resides in the residential parking district:
  - a. A current electric, gas, telephone or water bill or application for service at the resident's address within the district that is dated within thirty days of the application for a permit;
  - b. A lease of premises or contract for sale of a residence that lists the applicant's residence within the district; or
  - c. Any other current valid document issued by a government agency that shows that the applicant resides within the district.

I. Visitor parking permits.

- 1. Eligibility. Visitor parking permits may be issued by the city traffic engineer for each property in the residential parking district. Two visitor permits may be issued at no

additional cost to owners and residents of a residential parking district who have purchased at least one residential parking permit.

2. Limitations. Visitor parking permits shall be subject to all the requirements and limitations for a residential parking permit.
- J. New resident temporary parking permit. A new resident temporary parking permit may be obtained from the city traffic engineer by submitting an application in the same manner as is required in this section for applying for residential parking permits except that no document shall be required that contains the address located within the residential parking district. The new resident temporary parking permit shall expire at the end of the ninetieth day after its issuance and shall be subject to all other requirements and limitations of a residential parking permit. No residential parking permit shall be issued to the holder of new resident temporary parking permits until all new resident temporary parking permits issued to the applicant are returned to the city traffic engineer.
- K. Temporary one day parking permits. Any person who is eighteen years of age or older and a resident of a residential parking district may apply for one or more temporary one day parking permits. Such permits shall be for no more than four on the day specified in the permits. The application shall state the hours for which the permits are to be issued, the number of permits requested and that without the temporary permits, visitors to the applicant's residence would not be able to park their vehicles without violating parking ordinances. If the city traffic engineer finds adequate parking is not available during the hours for which a temporary permit is requested and that the issuance of the permits will not unduly impair traffic and safety during the time of their validity, he/she shall issue the appropriate number of permits. The city traffic engineer may limit the streets or portions of streets on which temporary one day parking permits shall be valid. The city traffic engineer may issue the requested number of temporary parking permits or less than the requested amount based on traffic and safety determinations made by the city traffic engineer. The number of such permits shall not at any time exceed fifty percent of the number of parking spaces located within the residential parking district in which the temporary permits are valid.
- L. Owner's parking permit: Subject to the limitations in this section, each owner of property within a residential parking district may obtain an annual owner's parking permit, provided that such owner shall not be required to show current residency at the property he/she owns in the district but shall be required to provide proof of ownership.
- M. Exemptions: Any emergency vehicle, including, but not limited to, an ambulance, fire engine or police vehicle, which is under the control of an individual providing service to a property located on a street in a residential parking district shall be permitted to stand or be parked on a street in the area without being limited by the residential parking district prohibitions or restrictions. Additionally, any vehicle, including, but not limited to, a delivery, utility, or service vehicle which is under the control of an individual providing service to a property or infrastructure within the district located on a street in the residential parking district shall be permitted to stand or be parked on a street in the area without being limited by the residential parking district prohibitions or restrictions.
- N. Residential parking permit, visitor parking permit, owner's parking permit and temporary one-day permit fees. The following fees are established and shall be charged: (1) a residential parking permit fee, (2) a visitor parking permit fee, (3) an owner's parking permit fee, (4) a

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new resident temporary permit fee, and (5) a temporary one-day permit fee. The residential parking permit fee, new resident temporary permit fee, and the owner's parking permit fee shall be charged for each authorized vehicle. The visitor parking permit fee shall be charged for each visitor parking permit issued. The visitor parking permit fee shall be charged only when a residential or owner's parking permit has not been purchased. Temporary one-day permit fees shall be charged for each permit issued.

- O. Permit term. Residential parking permits, owner's parking permits and visitor parking permits shall be valid for a consecutive twelve-month period from the day they are issued by the city traffic engineer and shall be renewable annually provided that the applicant provides evidence that he/she is still eligible for the permit. The permit may be renewed by mail provided that proof of eligibility and fee payment are also included with the renewal application.
- P. Revocation of permits. A residential parking permit, owner's parking permit or visitor parking permit may be revoked for the following reasons:
  - 1. The transfer or assignment of a permit.
  - 2. The applicant for the permit falsely represented himself as being eligible for a permit, submits false documentation, or otherwise makes a false statement of a material fact on an application for a permit.
  - 3. The permittee loses his status as a resident or other qualification to apply for a permit.
- Q. Lost or stolen permits. The city traffic engineer may replace a lost, stolen or destroyed residential parking permit, owner's parking permit or visitor parking permit. To be eligible to receive a replacement permit, the permit holder must submit a signed affidavit stating the permit was lost, stolen or destroyed and pay the established permit replacement fee. The remaining part of a damaged permit shall be submitted to the city traffic engineer before receiving a replacement permit.
- R. Signs. The city shall cause appropriate signs to be placed in residential parking districts that provide notice of the parking restrictions that apply in the district. The signs shall be posted on those streets restricting all parking except parking by the holders of permits that are granted pursuant to this section. The signs placed in these areas shall be of such character as to readily inform an ordinarily observant person of the existence of the parking restrictions.
- S. Violations. Any person who violates any provision of this chapter shall be subject to the penalties set forth in Section 12.84.010 B., except that a violation of the provisions of this Section related to the parking, standing or stopping of vehicles shall be a civil offense and violation of Section 12.84.010 A. and subject to the administrative procedures provided in Chapter 12.85 (Parking Violations). Fines shall be in accordance with the schedule of standard fines adopted by resolution of city council.

**SECTION 2.** Except as herein amended, Title 12 of the El Paso City Code shall remain 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:**

  
\_\_\_\_\_  
Omar A. De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Richard J. Bristol, Director  
Streets & Maintenance Department

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# Ordinance Amending Title 12.44.280

Restrictions on parking in residential parking districts

City Council

**Introduction:** March 2, 2021

**Public Hearing:** March 16, 2021

*All Districts*





# Strategic Plan Goal

7 – Enhance and Sustain El Paso’s Infrastructure Network

7.3 – Enhance a regional comprehensive transportation system

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# City Council History

## **January 17, 2012**

City Council approved an ordinance to amend Title 12.44.280 Restrictions on parking in residential districts, to revise the provisions regarding the issuance of permits, and clarify the effect of holding a permit and the penalties for parking.

## **October 27, 2015**

City Council approve an ordinance to amend Title 12.44.280 Restrictions on parking in residential districts, to amend the definition of a residential property to include apartment complexes with five or more dwelling units in a designated historical district, and to revise the provisions regarding the issuance of permits.

# Purpose of Amendment

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- ❖ Implement a process to amend the parking restriction and boundary of an existing residential parking district (RPD).

## Current Policy:

- A. Policy
- B. Definitions
- C. Creation of residential parking districts
- D. Removal of parking restrictions, dissolution of residential traffic parking districts
- E. Petitions for reinstatement of residential parking district.
- F-S. Parking Permit Issuance, Rule and Regulations

- Replace the word traffic engineer with city traffic engineer
- Add he/she references to the city traffic engineer
- Correct numbering of section
- ❖ Resolution to amend Schedule C of Budget Resolution to include fee for RPD modification application

# PROPOSED Section D

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## D. Amendment of parking restriction and boundary

### 1. **Right to apply.**

- modify parking restriction → owner of property within existing RPD
- modify boundaries → owner of property within 1,000' of an existing RPD

### 2. **Application & fee.**

- a. Clear statement of request. (All signatures indicate concurrence)
- b. \*Application. (must be signed by 75% of impacted homeowners)
- c. Application requirements. (Contents)
- d. Certificate of completion. (To be signed by initiating applicant)

### 3. **City traffic engineer's evaluation.** (City Council action)

### 4. **Appeal.**

*Must be submitted by applicant within 15 calendar days after the date of applicant's receipt of the notice of the city traffic engineer's decision*

### 5. **One-year waiting period.**

*\*City traffic engineer will not accept any applications to modify any RPD restrictions or boundaries that are submitted within one year of a denial or approval*

### 6. **Health and safety related modifications.**

*\*City traffic engineer authorization to modify any RPD at any time if warranted*

# PROPOSED Schedule C of the Budget Resolution

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That Line 282 in Schedule C of the Budget Resolution be amended to read as follows:

282	Streets and Maintenance	Residential Parking	Application to modify parking restrictions/boundary or to dissolve parking restrictions or district	Restriction/Boundary modification \$30.00 Plus applicable Tech fee  Dissolution of restriction or district \$25.00 Plus applicable Tech fee
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# Requested Council Action



Via Ordinance, amend title 12 (Vehicles and Traffic), Chapter 12.44 (Stopping, standing and parking generally), Section 12.44.280 (Restrictions on parking in residential parking districts) to add a new subsection, D to allow for the amendment of residential parking district restrictions and boundaries, replace the word traffic engineer with city traffic engineer; add he/she references to the city traffic engineer; and correct the numbering of the section. Penalty is as described in Section 12.44.280, Subsection S.

D. Amendment of parking restriction and boundary

**1. Right to apply.**

- modify parking restriction → owner of property within existing RPD
- modify boundaries → owner of property within 1,000' of an existing RPD

**2. Application & fee.**

- a. Clear statement of request. (All signatures indicate concurrence)
- b. \*Application. (must be signed by 75% of impacted homeowners)
- c. Application requirements. (Contents)
- d. Certificate of completion. (To be signed by initiating applicant)

**3. City traffic engineer's evaluation.** (City Council action)

**4. Appeal.**

*Must be submitted by applicant within 15 calendar days after the date of applicant's receipt of the notice of the city traffic engineer's decision*

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**6. Health and safety related modifications.**

*\*City traffic engineer authorization to modify any RPD at any time if warranted*



# Requested Council Action



Via Resolution, amend Schedule C of the Budget Resolution to amend line 282 to read:

282	Streets and Maintenance	Residential Parking	Application to modify parking restrictions/boundary or to dissolve parking restrictions or district	Restriction/Boundary modification \$30.00 Plus applicable Tech fee  Dissolution of restriction or district \$25.00 Plus applicable Tech fee
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# 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



## Misión

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

## Valores

Integridad, **R**espeto, **E**xcelencia,  
**R**esponsabilidad, **P**ersonas

## Visión

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





Legislation Text

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**File #:** 21-261, **Version:** 4

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

**District 6**

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

**PUBLIC HEARING DATE:** 3/16/2021

**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 authorizing the conveyance of real property owned by the City of El Paso to the State of Texas, acting by and through the Texas Transportation Commission, for the purchase price of \$23,320.00. Such real property legally described as a 301 square feet parcel(s) of land located in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso County, Texas, being out of Tract 5c1 and Tract 5a, Block 55, of the Ysleta Grant, being out of land conveyed from El Paso County to El Paso County Water Control and Improvement District No. 1, by Commissioner's Court Deed, dated February 28, 1947, Volume 859, Page 320, Deed Records of El Paso County, Texas.

**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:** Capital Improvement Department

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., City Engineer, 212-0065

**DISTRICT(S) AFFECTED:** 6

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

**SUBJECT:**

Discussion and action that the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as a 301 Square feet parcel(s) of land located in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso County, Texas, being out of Tract 5C1 and Tract 5A, Block 55, of the Ysleta Grant, being out of land conveyed from El Paso County to El Paso County Water Control and Improvement District No. 1, by Commissioner's Court Deed, dated February 28, 1947, Volume 859, Page 320, Deed Records of El Paso County, Texas more specifically depicted and described in the attached Exhibit A. Further, the City Manager or designee is authorized to: (1) execute a deed and any other documents required by the State of Texas 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, and (3) exercise all rights and obligations as provided in any documents signed by the City Manager or designee.

**BACKGROUND / DISCUSSION:**

Introduction of the final Ordinance and Quitclaim Deed FM 659 (N. Zaragoza Rd) for the sale of two small parcels (57 and 244 square feet) to the State of Texas for an appraised value of \$23,320. The property is being acquired to be made part of TXDOT right of way.

**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:**

N/A


**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:** 

\_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS TRANSPORTATION COMMISSION, FOR THE PURCHASE PRICE OF \$23,320.00. SUCH REAL PROPERTY LEGALLY DESCRIBED AS A 301 SQUARE FEET PARCEL(S) OF LAND LOCATED IN THE YSLETA TOWN TRACT SURVEY, ABSTRACT NO. 214, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING OUT OF TRACT 5C1 AND TRACT 5A, BLOCK 55, OF THE YSLETA GRANT, BEING OUT OF LAND CONVEYED FROM EL PASO COUNTY TO EL PASO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, BY COMMISSIONER'S COURT DEED, DATED FEBRUARY 28, 1947, VOLUME 859, PAGE 320, DEED RECORDS OF EL PASO COUNTY, TEXAS.**

**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 and the real property interest is conveyed to a governmental entity that has the power of eminent domain; and

**WHEREAS**, the Texas Department of Transportation has obtained an appraisal for the property the subject of this Agreement; and

**WHEREAS**, the Grantee is a governmental entity that has the power of eminent domain.

**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 a 301 Square feet parcel(s) of land located in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso County, Texas, being out of Tract 5C1 and Tract 5A, Block 55, of the Ysleta Grant, being out of land conveyed from El Paso County to El Paso County Water Control and Improvement District No. 1, by Commissioner's Court Deed, dated February 28, 1947, Volume 859, Page 320, Deed Records of El Paso County, Texas more specifically depicted and described in the attached Exhibit A. Further, the City Manager or designee is authorized to: (1) execute a deed and any other documents required by the State of Texas for the sale of the property, (2) sign any and all documents related and/or necessary to

**ORDINANCE NO. \_\_\_\_\_**



effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in any documents signed by the City Manager or designee.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

CITY OF EL PASO

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

ATTEST:

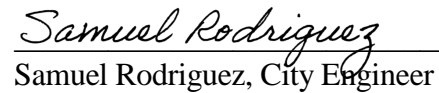
\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

APPROVED AS TO CONTENT

  
Samuel Rodriguez, City Engineer

ORDINANCE NO. \_\_\_\_\_

EXHIBIT "A"

County:	El Paso	August, 2020
Highway:	FM 659	Parcel 2 – Part 1 & 2
Limits:	FM 659 @ Escobar Drive	TxDOT Connect PID# P00027357.001
CCSJ:	1046-01-038	& P00027357.002
RCSJ:	1046-01-042	Page 1 of 7

**Property Description for Parcel 2 – Part 1 and Part 2**

Being a 301 square feet parcel of land located in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso County, Texas, being out of Tract 5C1 and Tract 5A, Block 55, of the Ysleta Grant, being out of land conveyed from El Paso County to El Paso County Water Control and Improvement District No. 1, by Commissioner's Court Deed, dated February 28, 1947, Volume 859, Page 320, Deed Records of El Paso County, Texas, said 301 square feet parcel of land being more particularly described by metes and bounds as follows:

**Part 1 – Being 57 square feet**

**COMMENCING** at found City of El Paso monument, which bears North 54°34'06" West, 0.53 feet from the intersection of the southeast right-of-way of FM 659 (N. Zaragoza Road, a 100-foot wide right-of-way, described in Volume 612, Page 213, Volume 611, Page 599 and Volume 611, Page 187, Deed Records of El Paso County, Texas) and the monumented centerline of Escobar Drive (a variable width road as shown on the plans for El Paso Engineering and Construction Management Department plans ECM C60 D3, Project No. 237585, no deed information found);

**THENCE**, South 54°34'06" East, a distance of 0.53 feet to said intersection of the southeast right-of-way of FM 659 and the monumented centerline of Escobar Drive;

**THENCE**, South 35°25'54" West, along the existing southeast right-of-way of FM 659 and the existing northwest right-of-way of Escobar Drive, a distance of 28.00 feet to the **POINT OF BEGINNING**, being the west corner of said Escobar Drive, said point also being on the northwest line of Tract 5A, Block 55, of the Ysleta Grant, for the north corner of the herein described parcel, said point having coordinates of N=10,639,480.16, E=439,230.33, said point being 57.93 feet right from the proposed FM 659 Baseline Station 2+00.02;

**THENCE**, South 54°33'55" East, departing said existing southeast right-of-way of FM 659, along the southwest line of said Escobar Drive, into and across said Tract 5A, a distance of 11.28 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the proposed southeast right-of-way of FM 659, for the east corner of the herein described parcel, said point being 69.21 feet right from the proposed FM 659 Baseline Station 2+00.03;\*\*

**ORDINANCE NO.** \_\_\_\_\_

EXHIBIT "A"

August, 2020  
Parcel 2 – Part 1 & 2  
TxDOT Connect PID# P00027357.001  
& P00027357.002  
Page 2 of 7

**THENCE**, South 65°08'28" West, departing said southwest line of Escobar Drive, continuing into and across said Tract 5A and Tract 5C1, along the proposed southeast right-of-way of FM 659, a distance of 6.83 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the proposed southeast right-of-way of FM 659, said point also being on the northeast line of Tract 5C, as conveyed from Juanita G. Strons to Escobar Partnership, Texas Partnership, David Escobar Managing Partner, by Quitclaim Deed, executed June 24, 1983, Volume 1420, Page 1370, Official Public Records of Real Property of El Paso County, Texas, for the south corner of the herein described parcel, said point being 65.83 feet right from the proposed FM 659 Baseline Station 1+94.09;

**THENCE**, North 54°34'06" West, along said northeast line of Tract 5C and said southwest line of Tract 5C1, a distance of 7.98 feet to a point on said southeast right-of-way of FM 659, said point also being the north corner of said Tract 5C and the west corner of said Tract 5C1, for the west corner of the herein described parcel, said point being 57.94 feet right from the proposed FM 659 Baseline Station 1+94.08;\*

**THENCE**, North 35°25'54" East, along said existing southeast right-of-way of FM 659 and said northwest line of Tract 5C1 and Tract 5A, a distance of 5.94 feet to the **POINT OF BEGINNING** and containing 57 square feet.

**Part 2 – Being 244 square feet**

**COMMENCING** at found City of El Paso monument, which bears North 54°34'06" West, 0.53 feet from the intersection of the southeast right-of-way of FM 659 (N. Zaragoza Road, a 100-foot wide right-of-way, described in Volume 612, Page 213, Volume 611, Page 599 and Volume 611, Page 187, Deed Records of El Paso County, Texas) and the monumented centerline of Escobar Drive (a variable width road as shown on the plans for El Paso Engineering and Construction Management Department plans ECM C60 D3, Project No. 237585, no deed information found);

**THENCE**, South 54°34'06" East, a distance of 0.53 feet to said intersection of the southeast right-of-way of FM 659 and the monumented centerline of Escobar Drive;

**THENCE**, North 35°25'54" East, along the existing southeast right-of-way of FM 659 and the northwest line of Escobar Drive, a distance of 32.02 feet to the **POINT OF BEGINNING**, being the north corner of said Escobar Drive, said point also being on the northwest line of Tract 5A, Block 55, of the Ysleta Grant, for the west corner of the herein described parcel, said point having coordinates of N=10,639,529.06, E=439,265.13, said point being 57.87 feet right from the proposed FM 659 Baseline Station 2+60.04;

**ORDINANCE NO.** \_\_\_\_\_

EXHIBIT "A"

August, 2020  
Parcel 2 – Part 1 & 2  
TxDOT Connect PID# P00027357.001  
& P00027357.002  
Page 3 of 7

**THENCE**, North 35°25'54" East, continuing along said southeast right-of-way of FM 659 and the northwest line of said Tract 5A, a distance of 20.85 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the proposed southeast right-of-way of FM 659, for the north corner of the herein described parcel, said point being 57.85 feet right from the proposed FM 659 Baseline Station 2+80.89;\*\*

**THENCE**, South 13°58'32" East, departing said existing southeast right-of-way of FM 659, along said proposed southeast right-of-way of FM 659, into and across said Tract 5A, a distance of 30.78 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the proposed southeast right-of-way of FM 659, said point being on the northeast line of said Escobar Drive, for the southeast corner of the herein described parcel, said point being 81.24 feet right from the proposed FM 659 Baseline Station 2+60.89;\*\*

**THENCE**, North 56°35'53" West, along said northeast line of Escobar Drive, a distance of 23.38 feet to the **POINT OF BEGINNING** and containing 244 square feet.

**Parcel 2 Acquisition Summary**

Part 1 =	57 square feet
Part 2 =	<u>244 square feet</u>
Total =	301 square feet

**NOTES:**

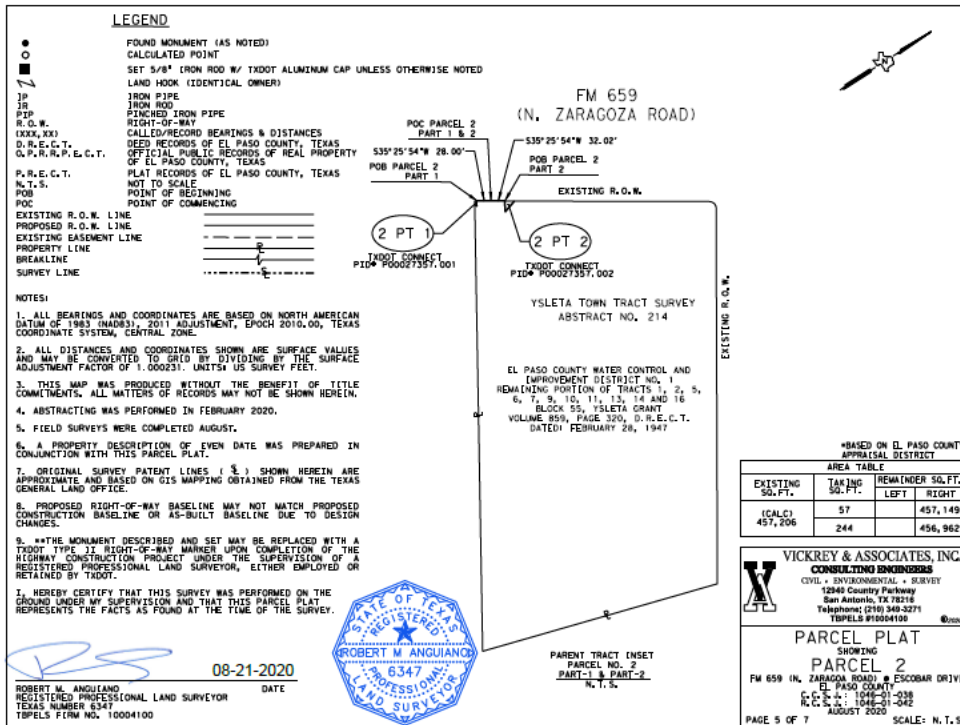
All bearings and coordinates are based on North American Datum of 1983 (NAD83), 2011 Adjustment, Epoch 2010.00, Texas Coordinate System, Central Zone. All distances and coordinates shown are in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000231. Units of Measure: U.S. Survey Feet

\*\* The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

A parcel plat of even date was prepared in conjunction with this property description.

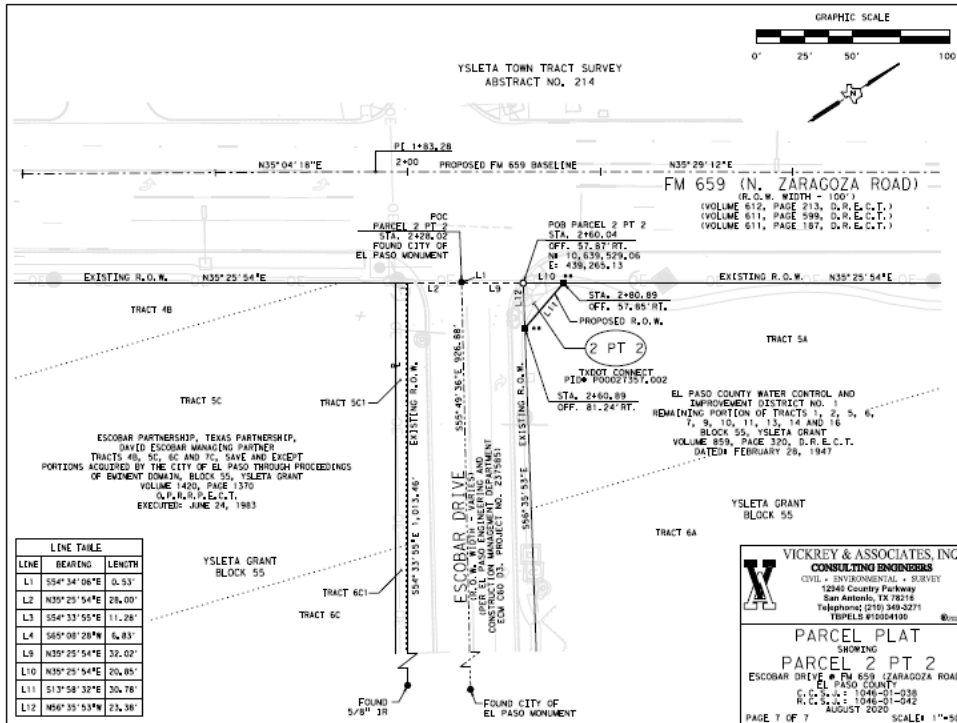
Abstracting was completed in February, 2020. Field Surveys were completed August, 2020.

**ORDINANCE NO.** \_\_\_\_\_



ORDINANCE NO. \_\_\_\_\_

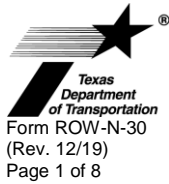




ORDINANCE NO. \_\_\_\_\_



**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**



NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO THE STATE OF TEXAS.

### QUITCLAIM DEED

**THE STATE OF TEXAS**

§ **ROW CSJ: 1046-01-042**

§

**COUNTY OF EL PASO**

§ **KNOW ALL MEN BY THESE PRESENTS:**

That, the City of El Paso, Texas of the County of El Paso, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of El Paso, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

**TO HAVE AND TO HOLD** for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

**IN WITNESS WHEREOF**, this instrument is executed on this the            day of            ,            .

Grantor

\_\_\_\_\_  
Tomas Gonzalez  
City Manager, City of El Paso

Grantee's Address: Texas Department of Transportation  
125 E. 11th Street Austin, Texas 78701 Travis County

Grantor's Address: Capital Improvement Department. 218 N. Campbell St. Second Floor El Paso, Texas 79901

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**Corporate Acknowledgment**

State of Texas  
County of El Paso

This instrument was acknowledged before me on \_\_\_\_\_ by

\_\_\_\_\_.

of \_\_\_\_\_, on behalf of Grantor. The acknowledging  
person(s) personally appeared by:

- ☐ physically appearing before me.
- ☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

\_\_\_\_\_  
Notary Public's Signature

EXHIBIT "A"

County:	El Paso	August, 2020
Highway:	FM 659	Parcel 2 – Part 1 & 2
Limits:	FM 659 @ Escobar Drive	TxDOT Connect PID# P00027357.001
CCSJ:	1046-01-038	& P00027357.002
RCSJ:	1046-01-042	Page 1 of 7

**Property Description for Parcel 2 – Part 1 and Part 2**

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**THENCE**, South 54°34'06" East, a distance of 0.53 feet to said intersection of the southeast right-of-way of FM 659 and the monumented centerline of Escobar Drive;

**THENCE**, South 35°25'54" West, along the existing southeast right-of-way of FM 659 and the existing northwest right-of-way of Escobar Drive, a distance of 28.00 feet to the **POINT OF BEGINNING**, being the west corner of said Escobar Drive, said point also being on the northwest line of Tract 5A, Block 55, of the Ysleta Grant, for the north corner of the herein described parcel, said point having coordinates of N=10,639,480.16, E=439,230.33, said point being 57.93 feet right from the proposed FM 659 Baseline Station 2+00.02;

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EXHIBIT "A"

August, 2020  
Parcel 2 – Part 1 & 2  
TxDOT Connect PID# P00027357.001  
& P00027357.002  
Page 2 of 7

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EXHIBIT "A"

August, 2020  
Parcel 2 – Part 1 & 2  
TxDOT Connect PID# P00027357.001  
& P00027357.002  
Page 3 of 7

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**Parcel 2 Acquisition Summary**

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Part 2 =	<u>244 square feet</u>
Total =	301 square feet

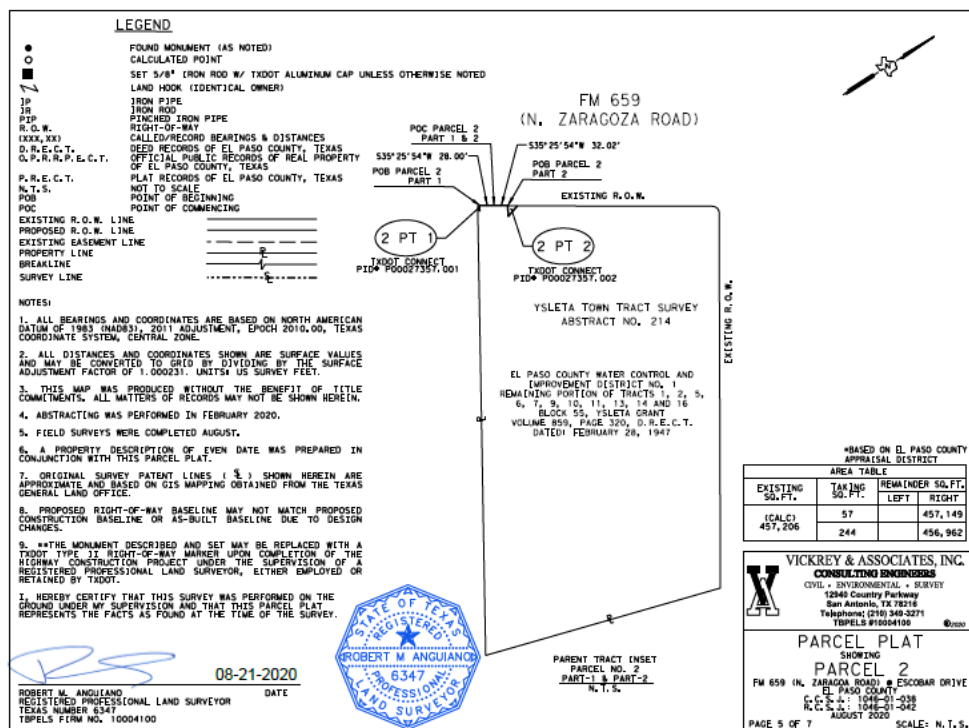
**NOTES:**

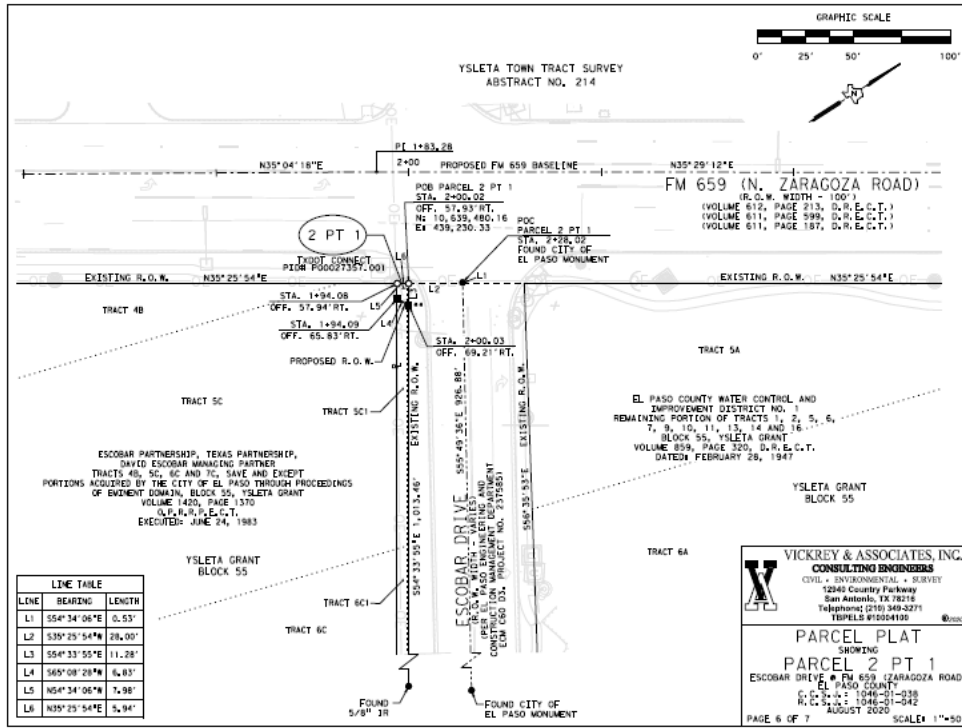
All bearings and coordinates are based on North American Datum of 1983 (NAD83), 2011 Adjustment, Epoch 2010.00, Texas Coordinate System, Central Zone. All distances and coordinates shown are in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000231. Units of Measure: U.S. Survey Feet

\*\* The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

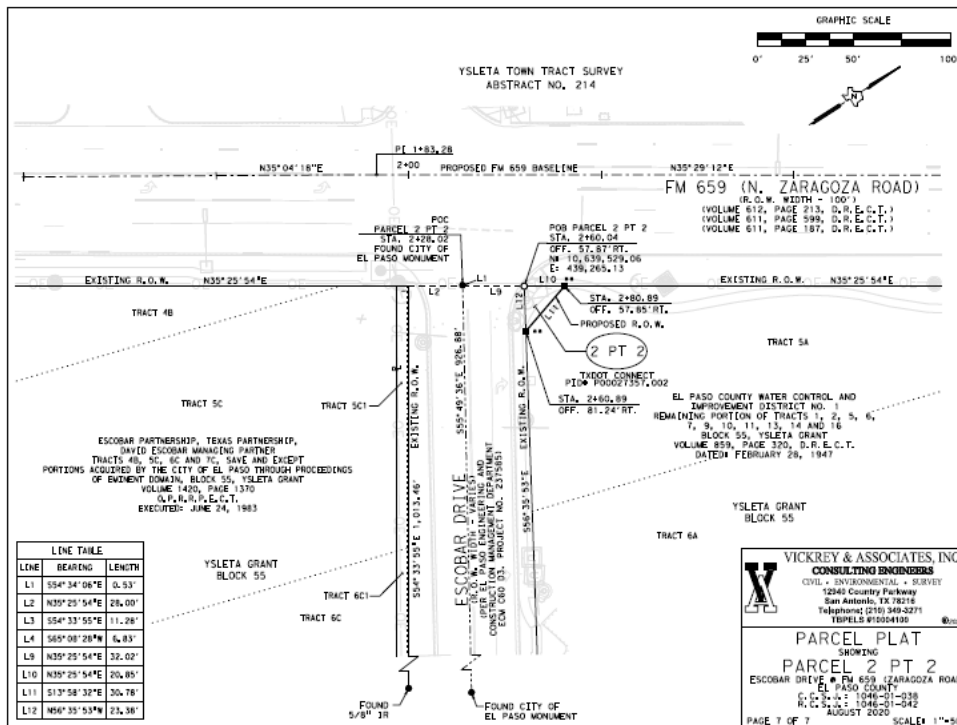
A parcel plat of even date was prepared in conjunction with this property description.

Abstracting was completed in February, 2020. Field Surveys were completed August, 2020.











Legislation Text

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**File #:** 21-263, **Version:** 1

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

**All Districts**

Airport, 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 2 - Set the Standard for a Safe and Secure City**

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

**SUBJECT:**

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

The linkage to the Strategic Plan is Subsection 2.1 - Maintain standing as one of the nation's top safest cities.

**Award Summary:**

Discussion and action on the award of Solicitation No. 2021-0207 Security Guard Services - Airport to Universal Protection Service, LP, dba Allied Universal Security Services, for an initial term of three (3) years for an estimated amount of \$2,821,300.14. The award of this contract will provide security guard services for the Airport.

**Contract Variance:**

The difference in cost, based on the comparison from previous contract is as follows: The hourly bill rate increased from \$11.95 to \$13.81 for Unarmed Security Guards, which represents a 15.56% hourly rate increase. A total increase for the initial term of \$379,986.84 due to the hourly rate increase.

Department:	El Paso International Airport
Award to:	Universal Protection Service, LP, dba Allied Universal Security Services Philadelphia, PA
Item(s):	All
Initial Term:	3 years
Annual Estimated Award:	\$940,433.38
Total Estimated Award:	\$2,821,300.14
Account No.:	562-3000-62070-522120 562-3000-62110-522120
Funding Source:	Airport Operations Fund

District(s): All

This is a Best Value, service contract.

The Purchasing and Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to Universal Protection Service, LP, dba Allied Universal Security Services, the bidder offering the best value bid.

**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:** El Paso International Airport

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845  
Bruce D. Collins, Director of Purchasing (915) 212-1182

**DISTRICT(S) AFFECTED:** All

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

The linkage to the Strategic Plan is Subsection 2.1 – Maintain standing as one of the nation's top safest cities.

**SUBJECT:**

Discussion and action on the award of Solicitation No. 2021-0207 Security Guard Services – Airport to Universal Protection Service, LP, dba Allied Universal Security Services, for an initial term of three (3) years for an estimated amount of \$2,821,300.14.

**BACKGROUND / DISCUSSION:**

Award of the contract provides security guard services to the El Paso International Airport. This contract will allow the airport to fulfill the requirements of the Airport Security Plan set forth by the Transportation Security Administration under 49 CFR Part1542- Airport Security.

**SELECTION SUMMARY:**

Solicitation was advertised on November 3, 2020 and November 10, 2020. The solicitation was posted on City website on November 3, 2020. The email (Purmail) notification was sent out on November 5, 2020. Solicitation had seventy six (76) views. Twelve (12) bids were received; two (2) being local suppliers.

**PROTEST**

- ☒ No protest received for this requirement.  
☐ Protest received.

**Contract Variance**

The difference in cost, based on the comparison from previous contract is as follows: The hourly bill rate increased from \$11.95 to \$13.81 for Unarmed Security Guards, which represents a 15.56% hourly rate increase. A total increase for the initial term of \$379,986.84 due to the hourly rate increase.

**AMOUNT AND SOURCE OF FUNDING:**

\$2,821,300.14  
562-3000-62070-522120 Airport Operations Fund  
562-3000-62110-522120 Airport Operations Fund

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

A handwritten signature in black ink, appearing to read "Sam Rodriguez", is written over a light gray rectangular background.

---

**Sam Rodriguez, P.E., Chief Operations and Transportation Officer, Aviation Director and City Engineer**

**COUNCIL PROJECT FORM  
(Best Value)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **March 2, 2021**.

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

The linkage to the Strategic Plan is Subsection 2.1 – Maintain standing as one of the nation’s top safest cities.

**Award Summary:**

Discussion and action on the award of Solicitation No. 2021-0207 Security Guard Services – Airport to Universal Protection Service, LP, dba Allied Universal Security Services, for an initial term of three (3) years for an estimated amount of \$2,821,300.14. The award of this contract will provide security guard services for the Airport.

**Contract Variance:**

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Award to:	Universal Protection Service, LP, dba Allied Universal Security Services Philadelphia, PA
Item(s):	All
Initial Term:	3 years
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Funding Source:	Airport Operations Funds
District(s):	All

This is a Best Value, service contract.

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to Universal Protection Service, LP, dba Allied Universal Security Services, the bidder offering the best value bid.

												Committee Scoresheet	
CITY OF EL PASO BEST VALUE SCORESHEET													
PROJECT: 2021-0207 Security Guard Services - Airport													
Evaluation of Submittal													
		Universal Protection Service, LP dba Universal Protection Service, LLC dba Allied Security Services	Superior Security & Investigations of Shawnee, Inc. dba Malto's Security Group	Mike Garcia Merchant Security, LLC	Oklahoma Investigative Group, Inc. dba TriCorps Security	United American Security dba GardaWorld Security Services	Tommie Landrum dba Gulf Coast Security Enterprises, LLC	Global Security Consulting Group, Inc.	Andy Frain Services, Inc.	Vets Securing America, Inc. dba Vets Securing America	International Security Agency, Inc dba ISA	Blackstone Security Services of Texas, Inc.	Trans America Protection Corporation
Factor A - Cost	MAX POINTS	24.87	20.21	27.59	20.90	18.59	30.00	15.62	16.73	13.61	21.02	28.20	21.23
Proposed Cost	30	\$ 2,821,300.14	\$ 3,472,998.00	\$ 2,543,460.30	\$ 3,356,817.00	\$ 3,775,368.54	\$ 2,339,116.30	\$ 4,493,157.66	\$ 4,194,198.21	\$ 5,155,314.09	\$ 3,338,006.76	\$ 2,488,567.38	\$ 3,305,743.50
Factor B - Response of References	25	15.00	21.33	14.67	16.67	16.67	23.33	13.33	23.33	8.33	16.67	6.67	8.33
Factor C - Technical Approach	15	14.85	14.05	12.83	13.90	13.50	8.42	14.77	14.53	14.43	12.32	13.75	7.75
Factor D - Employee Medical Benefits	10	2.00	2.00	2.00	2.00	2.00	0.00	2.00	2.00	2.00	0.00	2.00	2.00
Factor E - Methods for Attracting and Retaining Qualified Employee's	15	15.00	15.00	15.00	15.00	15.00	0.00	15.00	0.00	15.00	0.00	0.00	0.00
Factor F - Past Performance	5	5.00	3.33	3.33	5.00	4.33	3.33	2.33	3.33	3.33	4.00	2.33	5.00
TOTAL SCORE	100	76.72	75.92	75.42	73.47	70.09	65.08	63.05	59.92	56.70	54.01	52.95	44.31
Rank		1	2	3	4	5	6	7	8	9	10	11	12





# CITY OF EL PASO BID TABULATION FORM



**Project Name: Security Guard Services– Airport**  
**Bid Opening Date: December 16, 2020**

**Solicitation #: 2021-0207**  
**Department: Airport**

			Andy Frain Services, Inc. Aurora, IL Bidder 1 of 12			Blackstone Security Services of Texas, Inc. Phoenix, AZ Bidder 2 of 12			Global Security Consulting Group, Inc. Garden City, NY Bidder 3 of 12		
ITEM NO.	Description	ANNUAL ESTIMATED HOURS	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)
1.	Rover/Supervisor (Unarmed) with Vehicle	8,760	\$23.85	\$208,926.00 Bidder's Price: \$208,892.31	\$626,778.00 Bidder's Price: \$626,676.92	\$14.29	\$125,180.40	\$375,541.20	\$26.92	\$235,819.20	\$707,457.60
2.	Security Guard (Unarmed) for Staffed Guard Posts	48,180	\$20.00	\$963,600.00	\$2,890,800.00	\$11.87	\$571,896.60	\$1,715,689.80	\$20.91	\$1,007,443.80	\$3,022,331.40
3.	Rover/Security Guard (Unarmed with Vehicle-As needed/As assigned)	3,091	\$20.77	\$64,200.07 Bidder's Price: \$64,197.69	\$192,600.21 Bidder's Price: \$192,593.08	\$11.87	\$36,690.17	\$110,070.51	\$27.75	\$85,775.25	\$257,325.75
4.	Security Guard (Unarmed)-As needed/As Assigned	8,067	\$20.00	\$161,340.00	\$484,020.00	\$11.87	\$95,755.29	\$287,265.87	\$20.91	\$168,680.97	\$506,042.91
<b>TOTAL</b>				\$1,398,066.07 Bidder's Price: \$1,398,030.00	\$4,194,198.21 Bidder's Price: \$4,194,090.00		\$829,522.46	\$2,488,567.38		\$1,497,719.22	\$4,493,157.66

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# CITY OF EL PASO BID TABULATION FORM



**Project Name: Security Guard Services– Airport**

**Solicitation #: 2021-0207**

**Bid Opening Date: December 16, 2020**

**Department: Airport**

	Andy Frain Services, Inc. Aurora, IL Bidder 1 of 12	Blackstone Security Services of Texas, Inc. Phoenix, AZ Bidder 2 of 12	Global Security Consulting Group, Inc. Garden City, NY Bidder 3 of 12
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <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 THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF 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 THE CONTRACT:</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>NO OPTION OFFERED</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<p>AMENDMENTS ACKNOWLEDGED:</p>	No	Yes	Yes

**NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract. This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.**



# CITY OF EL PASO BID TABULATION FORM



**Project Name: Security Guard Services– Airport**  
**Bid Opening Date: December 16, 2020**

**Solicitation #: 2021-0207**  
**Department: Airport**

			International Security Agency, Inc dba ISA McAllen, TX Bidder 4 of 12			Mike Garcia Merchant Security, LLC El Paso, TX Bidder 5 of 12			Oklahoma Investigative Group, Inc. dba TriCorps Security OKC, OK Bidder 6 of 12		
ITEM NO.	Description	ANNUAL ESTIMATED HOURS	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)
1.	Rover/Supervisor (Unarmed) with Vehicle	8,760	\$19.21	\$168,279.60	\$504,838.80	\$12.45	\$109,062.00	\$327,186.00	\$19.00	\$166,440.00	\$499,320.00
2.	Security Guard (Unarmed) for Staffed Guard Posts	48,180	\$15.88	\$765,098.40	\$2,295,295.20	\$12.45	\$599,841.00	\$1,799,523.00	\$16.00	\$770,880.00	\$2,312,640.00
3.	Rover/Security Guard (Unarmed with Vehicle-As needed/As assigned)	3,091	\$16.56	\$51,186.96	\$153,560.88	\$12.45	\$38,482.95	\$115,448.85	\$17.00	\$52,547.00	\$157,641.00
4.	Security Guard (Unarmed)- As needed/As Assigned	8,067	\$15.88	\$128,103.96	\$384,311.88	\$12.45	\$100,434.15	\$301,302.45	\$16.00	\$129,072.00	\$387,216.00
<b>TOTAL</b>				\$1,112,668.92	\$3,338,006.76		\$847,820.10	\$2,543,460.30		\$1,118,939.00	\$3,356,817.00

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# CITY OF EL PASO BID TABULATION FORM



Project Name: Security Guard Services– Airport  
Bid Opening Date: December 16, 2020

Solicitation #: 2021-0207  
Department: Airport

	International Security Agency, Inc dba ISA McAllen, TX Bidder 4 of 12	Mike Garcia Merchant Security, LLC El Paso, TX Bidder 5 of 12	Oklahoma Investigative Group, Inc. dba TriCorps Security OKC, OK Bidder 6 of 12
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <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 THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF 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>			
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NO OPTION OFFERED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMENDMENTS ACKNOWLEDGED:	Yes	Yes	Yes

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# CITY OF EL PASO BID TABULATION FORM



**Project Name: Security Guard Services– Airport** **Solicitation #: 2021-0207**  
**Bid Opening Date: December 16, 2020** **Department: Airport**

			Superior Security & Investigations of Shawnee, Inc. dba Maltos Security Group Shawnee, OK Bidder 7 of 12			Tommie Landrum dba Gulf Coast Security Enterprises, LLC New Orleans, LA Bidder 8 of 12			Trans America Protection Corporation El Paso, TX Bidder 9 of 12		
ITEM NO.	Description	ANNUAL ESTIMATED HOURS	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)
1.	Rover/Supervisor (Unarmed) with Vehicle	8,760	\$17.00	\$148,920.00	\$446,760.00	\$11.45	\$100,302.00	\$300,906.00	\$18.75	\$164,250.00	\$492,750.00
2.	Security Guard (Unarmed) for Staffed Guard Posts	48,180	\$17.00	\$819,060.00	\$2,457,180.00	\$11.45	\$551,661.00	\$1,654,983.00	\$15.75	\$758,835.00	\$2,276,505.00
3.	Rover/Security Guard (Unarmed with Vehicle-As needed/As assigned)	3,091	\$17.00	\$52,547.00	\$157,641.00	\$11.45	\$35,391.95	\$106,175.85	\$16.75	\$51,774.25	\$155,322.75
4.	Security Guard (Unarmed)- As needed/As Assigned	8,067	\$17.00	\$137,139.00	\$411,417.00	\$11.45	\$92,367.15	\$277,101.45	\$15.75	\$127,055.25	\$381,165.75
<b>TOTAL</b>				\$1,157,666.00 Bidder's Price: \$1,157,667.00	\$3,472,998.00 Bidder's Price: \$3,473,001.00		\$779,722.10	\$2,339,166.30		\$1,101,914.50	\$3,305,743.50

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# CITY OF EL PASO BID TABULATION FORM



Project Name: Security Guard Services– Airport

Solicitation #: 2021-0207

Bid Opening Date: December 16, 2020

Department: Airport

	Superior Security & Investigations of Shawnee, Inc. dba Maltos Security Group Shawnee, OK Bidder 7 of 12	Tommie Landrum dba Gulf Coast Security Enterprises, LLC New Orleans, LA Bidder 8 of 12	Trans America Protection Corporation El Paso, TX Bidder 9 of 12
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AMENDMENTS ACKNOWLEDGED:	Yes	Yes	Yes

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.  
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# CITY OF EL PASO BID TABULATION FORM



**Project Name: Security Guard Services– Airport** **Solicitation #: 2021-0207**  
**Bid Opening Date: December 16, 2020** **Department: Airport**

			United American Security dba GardaWorld Security Services			Universal Protection Service, LP dba Universal Protection Service, LLC dba Allied Security Services			Vets Securing America, Inc. dba Vets Securing America		
			St. Louis, MO Bidder 10 of 12			Philadelphia, PA Bidder 11 of 12			San Antonio, TX Bidder 12 of 12		
ITEM NO.	Description	ANNUAL ESTIMATED HOURS	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)	UNIT PRICE (Per Hour)	ANNUAL TOTAL (Annual Estimated Hours x Unit Price)	3 YEAR TOTAL (Annual Total x 3)
1.	Rover/Supervisor (Unarmed) with Vehicle	8,760	\$21.34	\$186,938.40	\$560,815.20	\$13.81	\$120,975.60	\$362,926.80	\$27.64	\$242,126.40	\$726,379.20
2.	Security Guard (Unarmed) for Staffed Guard Posts	48,180	\$17.93	\$863,867.40	\$2,591,602.20	\$13.81	\$665,365.80	\$1,996,097.40	\$24.80	\$1,194,864.00	\$3,584,592.00
3.	Rover/Security Guard (Unarmed with Vehicle-As needed/As assigned)	3,091	\$18.61	\$57,523.51	\$172,570.53	\$13.81	\$42,686.71	\$128,060.13	\$26.33	\$81,386.03	\$244,158.09
4.	Security Guard (Unarmed)-As needed/As Assigned	8,067	\$18.61	\$150,126.87	\$450,380.61	\$13.81	\$111,405.27	\$334,215.81	\$24.80	\$200,061.60	\$600,184.80
<b>TOTAL</b>				\$1,258,456.18	\$3,775,368.54		\$940,433.38	\$2,821,300.14 Bidder's Price: \$2,821,215.14		\$1,718,438.03	\$5,155,314.09

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# CITY OF EL PASO BID TABULATION FORM



**Project Name: Security Guard Services– Airport**

**Solicitation #: 2021-0207**

**Bid Opening Date: December 16, 2020**

**Department: Airport**

	United American Security dba GardaWorld Security Services  St. Louis, MO Bidder 10 of 12	Universal Protection Service, LP dba Universal Protection Service, LLC dba Allied Security Services Philadelphia, PA Bidder 11 of 12	Vets Securing America, Inc. dba Vets Securing America  San Antonio, TX Bidder 12 of 12
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u>  THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.  BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO OPTION OFFERED	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
AMENDMENTS ACKNOWLEDGED:	Yes	Yes	Yes
<b>BIDS SOLICITED: 28   LOCAL BIDS SOLICITED: 19   BIDS RECEIVED: 12   LOCAL BIDS RECEIVED: 2   NO BID: 0</b>			

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2020-0207 Security Guard Services – Airport

ADT SECURITY SERVICES  
ATTN: E. SIMON  
7023 BROOKSHIRE DRIVE  
DALLAS, TX 75230

MIKE GARCIA MERCHANT SECURITY, INC.  
ATTN: MIKE GARCIA  
6000 WELCH SUITE 11  
EL PASO, TX 79905

PRIME VENDOR INC.  
LAURIE MELNICK  
4608 CEDAR AVENUE SUITE 106  
WILMINGTON, NC 28403

SUN CITY SECURITY SERVICE  
3711 ADMIRAL ST.  
SUITE C.  
EL PASO TX 79925

BOUTCHANTHARAJ CORPORATION  
DFW PROTECTIVE FORCE  
P.O. BOX 164127  
FORT WORTH, TX 76161

ITS COMMERCIAL SECURITY INC.  
P. O. BOX 52159  
HOUSTON, TX 77052-2159

ALL AMERICAN INTERNATIONAL SECURITY  
324 EUCLID  
EL PASO, TX 79905

NITIAL SECURITY  
7500 VISCOUNT SUITE C 66  
EL PASO, TX 79925

WACKENHUT  
11420 CEDAR OAK DR  
EL PASO, TX 79936

HCI SECURITY  
ATTN: LORIE TRESLER  
1851 GULF FREEWAY SOUTH #31  
LEAGUE CITY, TX 77573

RUIZ PROTECTIVE SERVICE, INC.  
3417 MONTANA AVE.  
EL PASO, TX 79903

AMERICAN RANGER SECURITY  
311 KELVIN AVENUE  
EL PASO, TX 79915

EL PASO LONE STAR SECURITY AGENCY  
ATTN: MANUEL V. CARLOS  
3510 LEE BLVD.  
EL PASO, TX 79936-1413

AZAR SECURITY SERVICES  
12048 MIGUEL VARELA LANE  
EL PASO, TX 79936

MIKE GARCIA MERCHANT SECURITY INC.  
ATTN: EDUARDO GARCIA  
6000 WELCH AVENUE SUITE 11  
EL PASO, TX 79905

HOME BOUND BUILDERS  
ATTN: MANNY TORRES  
P. O. BOX 47  
SAN ELIZARIO, TX 79849

INITIAL SECURITY  
7500 VISCOUNT BOULEVARD  
EL PASO, TX 79925

PINKERTON SECURITY & INVETIGATIONS  
ATTN: DAVID HOLGUIN  
1155 WESTMORELAND DRIVE STE 201  
EL PASO, TX 79925

ITS  
ATTN: TONI COUVEL  
8177 W, GLADES ROAD STE 217  
BOCA RATON. FL 33434

ATTN: RAY BALDEMAR HERNANDEZ  
INVESTIGATING & SECURITY GUARD CO.  
10541 GREENWAY AVENUE  
EL PASO, TX 79925

HUB ENTERPRISES INC.  
405 E. MADISON ST.  
BROUSSARD, LA 79518

TEXAS ENFORCER LLC  
3407 DOUGLAS AVENUE  
EL PASO, TX 79903

PINKERTON  
ATTN: STEVE MINTON  
1155 WESTMORELAND SUITE 201  
EL PASO, TX 79925

I AT SYSTEMS SECURITY, INC.  
ATTN: PETE DAVIS  
2400 W DUNLAP AVENUE SUITE. 225  
PHOENIX, AZ 85021

ALLEGIANCE SECURITY GROUP  
ATTN: DANIEL HIBBARD  
8900 VISCOUNT BLVD. SUITE AN-234  
EL PASO, TX 79925-5897

G4S SECURE SOLUTIONS (USA) INC.  
ATTN: KAY GLANCEY  
955 N. RESLER, STE. 104-109  
EL PASO, TX 79912

AKAL SECURITY  
525 MAGOFFIN  
EL PASO, TX 79901

CONTINENTAL INVESTIGATION  
521 TEXAS AVE  
EL PASO, TX 79901

# El Paso International Airport (EPIA) Contract Security Services

March 2, 2020



# El Paso International Airport (EPIA) Contract Security Services

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

36

Months for the  
initial term

\$2.8

Million estimated  
cost

30

Jobs created for  
the community  
(estimated)

\$13.81

Hourly bill rate up  
from \$11.95

- Contract ensures EPIA will meet federally mandated security requirements while creating a safe environment for the local community and all airport employees.
- Allied Universal Security Services has extensive experience working at Airports

## 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 #:** 21-228, **Version:** 2

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

**All Districts**

El Paso Water, Marcela Navarrete, (915) 594-5614

**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.*

An Ordinance authorizing the issuance of "City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Series 2021" and "City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Taxable Series 2021A" to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters.

**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:** El Paso Water Utilities Public Service Board

**AGENDA DATE:** Introduction and Public Hearing- March 2, 2021

**CONTACT PERSON/PHONE:** Marcela Navarrete, El Paso Water Utilities Vice President 594-5614

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

**SUBJECT:** APPROVE the following Ordinance

An Ordinance authorizing the issuance of “City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Series 2021” and “City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Taxable Series 2021A” to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters (**All Districts**) [Marcela Navarrete (915) 594-5614][Public Hearing Date: March 2, 2021]

**BACKGROUND / DISCUSSION:**

EPWU by Resolution dated February 10, 2021 is requesting the City Council of El Paso to authorize the sale and issuance of up to \$40,655,000 of City of El Paso Water and Sewer Revenue Refunding Bonds Series 2021 to pay off \$40,000,000 in Commercial Paper Notes and up to \$78,000,000 of City of El Paso Water and Sewer Revenue Refunding Bonds Taxable Series 2021A to refund \$66,740,000 of the outstanding Refunded Bonds, and to fund any associated interest and related transaction costs; provided that certain parameters approved by the Board and the City Council are met.

EPWU finds that it is in the best interest of the ratepayers to pursue this funding and savings.

**PRIOR COUNCIL ACTION:**

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

Yes, on August 4, 2020, City Council approved \$103,775,000 of City of El Paso Water and Sewer System Revenue Refunding Bonds, Series 2020 and Taxable Series 2020A.

**AMOUNT AND SOURCE OF FUNDING:**

This item will be funded through the sale of City of El Paso, Texas Water and Sewer System Revenue Refunding Bonds, Series 2021 and City of El Paso, Texas Water and Sewer Revenue Refunding Bonds, Taxable Series 2021A.

**BOARD / COMMISSION ACTION:**

The El Paso Water Utilities Public Service Board approved a Resolution on February 10, 2021 requesting the El Paso City Council to authorize the Water and Sewer 2021 and 2021A issuance.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT MARCELA NAVARRETE TO PICK UP THE DOCUMENTS. 594-5614. THANK YOU.**



**TO:** Tomás González, City Manager, The City of El Paso, Texas

**FROM:** Marcela Navarrete, Vice President- Strategic, Financial and Management Services  
El Paso Water Utilities Public Service Board

**DATE:** February 22, 2021

**SUBJECT:** Request to place Water and Sewer Bond Items on **Regular City Council Agenda for March 2, 2021 Bond Ordinance Introduction and Public Hearing**

*Agenda Posting Language:*

An Ordinance authorizing the issuance of “City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Series 2021” and “City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Taxable Series 2021A” to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters (**All Districts**) [Marcela Navarrete (915) 594-5614][Public Hearing Date: March 2, 2021]

\*\*\*\*\*

This is agenda item pursuant to the February 10, 2021 Resolution of the El Paso Water Utilities Public Service Board (PSB) requesting the City Council to authorize the sale and issuance of up to \$40,655,000 of City of El Paso Water and Sewer Revenue Refunding Bonds Series 2021 to pay off \$40,000,000 in Commercial Paper Notes, and to authorize the issuance of up to \$78,000,000 of City of El Paso Water and Sewer Revenue Refunding Bonds Taxable Series 2021A to advance refund up to \$66,740,000 of Bond Series 2014 and 2015, and fund related interest and transaction costs. The requested bond item and savings are in the best interest of the ratepayers at this time.

If there are any questions, please call me directly at 594-5614 or email me at [mnavarrete@epwater.org](mailto:mnavarrete@epwater.org) or contact General Counsel, Daniel Ortiz, at 594-5607 with email at [daortiz@epwater.org](mailto:daortiz@epwater.org)

Thank you for your attention to this matter.

**Attachments:** Department Head Summary Form  
PSB February 10, 2021 Resolution  
Proposed City Council Bond Ordinance

<p><b>cc:</b> The Honorable Mayor Oscar Leeser (email) Estrella Escobar, Chief of Staff, Mayor (email) Robert Cortinas, Deputy City Manager and CFO (email) Karla Nieman, City Attorney (email) Juan Gonzalez, Senior Assistant City Attorney (email) Laura D. Prine, City Clerk (email)</p>	<p>John Balliew, P.E., President/CEO EPWU-PSB (email) Claudia Duran, Executive Assistant to President/CEO (email) Art Duran, CFO, EPWU-PSB (email) Daniel Ortiz, General Counsel (email) Paul Braden, Norton, Rose, Fulbright, Bond Counsel (email) Maria Urbina, HTS (email)</p>
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## **RESOLUTION**

A RESOLUTION REQUESTING CITY COUNCIL TO AUTHORIZE THE ISSUANCE OF UP TO \$40,655,000 OF CITY OF EL PASO WATER AND SEWER REVENUE REFUNDING BONDS SERIES 2021 TO PAY OFF \$40,000,000 IN COMMERCIAL PAPER NOTES AND FUND RELATED TRANSACTION COSTS, AND AUTHORIZE THE ISSUANCE OF UP TO \$78,000,000 OF CITY OF EL PASO WATER AND SEWER REVENUE REFUNDING BONDS TAXABLE SERIES 2021A TO ADVANCE REFUND UP TO \$66,740,000 OF BOND SERIES 2014 AND 2015, AND FUND INTEREST AND RELATED TRANSACTION COSTS; PROVIDED THAT CERTAIN PARAMETERS ARE MET.

**WHEREAS**, the El Paso Water Utilities Public Service Board (the Board), was established on May 22, 1952, by Ordinance No. 752 of the City of El Paso (the City) for the purpose of providing management, oversight and control of the City's potable water and wastewater systems (collectively, the System); and,

**WHEREAS**, there have been filed with the City Council one or more resolutions adopted and approved by the Board requesting the City Council to approve the issuance and sale of the City's revenue bonds for System purposes; and,

**WHEREAS**, the City Council has heretofore authorized and issued City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds Series 2014 and Series 2015, dated January 15, 2014 and December 1, 2014 (collectively, the Refunded Bonds); and,

**WHEREAS**, the Board hereby finds and determines that it is in the best interests of the System and the City to refund all or a portion of the Refunded Bonds in order to achieve a present value debt service savings; and,

**WHEREAS**; the City Council has previously authorized the issuance of "City of El Paso, Texas, Water and Sewer System Commercial Paper Notes, Series A" (the Commercial Paper Notes);

**WHEREAS**, the Board hereby finds and determines that it is in the best interest of the System and the City to refund all or a portion of the outstanding Commercial Paper Notes at this time for the purposes of making such debt long-term fixed rate debt of the System; and,

**WHEREAS**, in order to take advantage of such potential savings and to fix out such Commercial Paper Notes, the Board requests the City to authorize the issuance of up to \$40,655,000 of City of El Paso Water and Sewer Revenue Refunding Bonds Series 2021 and up to \$78,000,000 of City of El Paso Water and Sewer Revenue Refunding Bonds Taxable Series 2021A and fund related transaction costs.

**NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:**

**Section 1.** That the findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the Board and made a part of this Resolution for all purposes.

**Section 2.** That the El Paso Water Utilities Public Service Board hereby adopts this Resolution requesting City Council to authorize the issuance of up to \$40,655,000 of City of El Paso Water and Sewer Revenue Refunding Bonds Series 2021 to pay off \$40,000,000 in Commercial Paper Notes and up to \$78,000,000 of City of El Paso Water and Sewer Revenue Refunding Bonds Taxable Series 2021A to refund \$66,740,000 of the outstanding Refunded Bonds, and to fund any associated interest and related transaction costs; provided that certain parameters approved by the Board and the City Council are met.

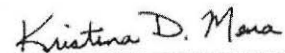
**PASSED AND APPROVED** at the regular meeting of the Public Service Board, this 10th day of February, 2021, at which meeting a quorum was present and which was held in accordance with the provisions of Texas Government Code, Sections 551.001, et. seq.

ATTEST:



Terri Garcia, Secretary/Treasurer

EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD



Kristina D. Mena, Chair

APPROVED AS TO CONTENT:



Arturo Duran  
Chief Financial Officer

APPROVED AS TO FORM:



Daniel Ortiz  
General Counsel

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ORDINANCE NO. \_\_\_\_\_

AUTHORIZING THE ISSUANCE OF

CITY OF EL PASO, TEXAS,  
WATER AND SEWER REVENUE REFUNDING BONDS,  
SERIES 2021 AND TAXABLE SERIES 2021A

Adopted: March 2, 2021

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EXHIBIT A      PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B      FORM OF BOND

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF EL PASO, TEXAS, WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2021” AND “CITY OF EL PASO, TEXAS, WATER AND SEWER REVENUE REFUNDING BONDS, TAXABLE SERIES 2021A” TO REFUND CERTAIN PREVIOUSLY ISSUED OBLIGATIONS OF THE CITY; AND RESOLVING MATTERS WHICH ARE NECESSARY TO EFFECT SUCH ISSUANCE, INCLUDING THE DELEGATION OF MATTERS RELATING TO THE SALE AND ISSUANCE OF THE BONDS TO AN AUTHORIZED CITY OFFICER OR EMPLOYEE WITHIN CERTAIN SPECIFIED PARAMETERS

WHEREAS, in accordance with the Constitution and the laws of the State of Texas, specifically Texas Government Code, Chapter 1502, as amended, the City of El Paso, Texas (the “City”), has previously issued waterworks and sewer system revenue bonds (the “Previously Issued Senior Lien Bonds”) payable from and secured by a first and superior lien on and pledge of the net revenues of the City’s combined waterworks and sewer system (the “System”); and

WHEREAS, there has been filed with the City Council one or more resolutions adopted and approved by the Public Service Board requesting the City Council to approve the issuance and sale of the City’s revenue bonds for the purpose of refunding certain outstanding obligations secured by revenues of the System; and

WHEREAS, the City has previously issued the following described bonds which are payable from the net revenues of the System (hereinafter referred to collectively as the “Refunded Bonds”), to wit:

(1) City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Series 2014, authorized by an ordinance duly adopted on January 7, 2014; and

(2) City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Series 2015, authorized by an ordinance duly adopted on December 2, 2014; and

WHEREAS, the City Council hereby finds and determines that it is in the best interest of the City and the System to refund certain of its previously issued and outstanding System revenue commercial paper notes (the “Refunded Commercial Paper Notes”) (the “Refunded Bonds” and the “Refunded Commercial Paper Notes” are hereinafter referred to collectively as the “Refunded Obligations”); and

WHEREAS, the City by this Ordinance and in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (“Chapter 1207”) and Texas Government Code, Chapter 1371, as amended (“Chapter 1371”), is delegating to the Pricing Officer (hereinafter defined) the authority to establish the terms and details related to the issuance and sale of the bonds authorized by this Ordinance (the “Bonds”) including: (i) the principal amount of the Refunded Obligations to be refunded, (ii) the form and designation of one or more series of Bonds; (iii) the principal amount of each series of the Bonds and the amount of the Bonds of each series to mature in each year; (iv) the dates, price, interest rates, interest payment dates, principal payment dates,

and redemption features of each series of the Bonds; and (v) any other details relating to the issuance, sale, delivery, and/or exchange of the Bonds, all within certain specified parameters set forth herein; and

WHEREAS, the City Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Bonds in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in one or more pricing certificates (each, a "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Chapter 1207 and Chapter 1371; and

WHEREAS, the City Council hereby finds and determines that the refunding of the Refunded Commercial Paper Notes for the purposes of making such debt long-term fixed rate debt of the City and restructuring the debt payable from the revenues of the System is in the best interest of the City, and the manner in which such refunding is being executed does not make it practicable to make the determinations otherwise required by Texas Government Code, Section 1207.008(a)(2), as amended; and

WHEREAS, in the ordinances authorizing the Previously Issued Senior Lien Bonds, the City reserved the right and option to issue, under certain conditions, "Additional Bonds" on a parity as to lien and right with such bonds; and

WHEREAS, a public hearing was held, following proper publication of notice thereof, before the City Council with respect to the adoption of this Ordinance; and

WHEREAS, the City Council has found and determined that the bonds herein authorized should be issued on a parity with its Previously Issued Senior Lien Bonds, for the purposes aforesaid, pursuant to this Ordinance and as permitted by the General Laws of the State of Texas, particularly Chapter 1207 and Chapter 1371; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of such meeting was given as required by Texas Government Code, Chapter 551, as amended;

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

## ARTICLE 1

### DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.02 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

"Additional Bonds" means the additional revenue bonds permitted to be issued on a parity with the Bonds and the Previously Issued Senior Lien Bonds by Section 10.03(a) of this Ordinance.

“Board” or “Board of Trustees” means that certain board of trustees known as the “Public Service Board” heretofore established for the purpose of managing the System, and other water utilities of the City, as represented by the various persons appointed from time to time.

“Bond” means any of the Bonds.

“Bonds” means all System revenue bonds of the City issued pursuant to authorization granted by this Ordinance, including the Series 2021 Bonds and the Series 2021A Bonds, when and if issued, and any additional or different series or designation specified in an applicable Pricing Certificate.

“Bond Counsel” means a firm of nationally recognized attorneys experienced in the issuance of bonds and acceptable to the City, initially Norton Rose Fulbright US LLP.

“Business Day” means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located in the State of Texas are generally authorized or obligated by law or executive order to close.

“Chapter 1207” means Texas Government Code, Chapter 1207, as amended.

“Chapter 1371” means Texas Government Code, Chapter 1371, as amended.

“Chapter 1502” means Texas Government Code, Chapter 1502, as amended.

“City” means the City of El Paso, Texas, and with respect to those matters requiring action regarding the authority and control of management and operation of the System or the expenditure and application of the System’s revenues, “City” shall mean the Board acting on behalf of the City.

“City Council” means the governing body of the City of El Paso, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

“Depository Bank” means any financial institution duly designated by the Board to serve as a depository for funds controlled by the Board.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its designated office specified in the Pricing Certificate, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means the Escrow Agent appointed and approved in the Pricing Certificate.

“Escrow Agreement” means the Escrow Agreement by and between the City and the Escrow Agent appointed and approved in the Pricing Certificate.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Government Obligations” unless otherwise provided in the Pricing Certificate, means (i) direct, noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

“Gross Revenues” means all of the revenues of every nature received through the operation of the System.

“Improvement Fund” means the fund by such name described in Section 8.01(a)(iv) hereof.

“Initial Bond” means the Initial Bond authorized by Section 3.04 of this Ordinance.

“Initial Date” means the date designated as the Initial Date in the Pricing Certificate.

“Interest and Sinking Fund” means the fund by that name described in Section 8.01(a)(ii) hereof.

“Interest Payment Date” means the date or dates on which interest on the principal of the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing on the date specified in the Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the Gross Revenues less the Operation and Maintenance Expenses.

“Note Payment Fund” means the fund so designated in Section 8.01(b) hereof.

“Operation and Maintenance Expenses” means the reasonable and proper expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions as are necessary to keep the System in operation or which are necessary to meet some physical accident or condition that would otherwise impair the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds shall be included as Operation and Maintenance Expenses.

“Owner” means the person who is the registered owner of a Bond or Bonds.

“Paying Agent/Registrar” means Wells Fargo Bank, National Association (or such other entity or banking association determined by the Pricing Officer in the Pricing Certificate), or any successor thereto or replacement therefor as provided in this Ordinance.

“Previously Issued Senior Lien Bonds” means the outstanding bonds of the following issues of the City (such bonds being designated as “Previously Issued Bonds” in ordinances adopted prior to March 1, 1993):

(1) Water and Sewer Revenue Bonds, Series 2003A, authorized by ordinance duly passed and approved August 26, 2003;

(2) Water and Sewer Revenue Refunding Bonds, Series 2012, authorized by ordinance duly passed and adopted on January 10, 2012;

(3) Water and Sewer Revenue Refunding and Improvement Bonds, Series 2012A, authorized by ordinance duly passed and adopted on October 30, 2012;

(4) Water and Sewer Revenue Refunding Bonds, Series 2014, authorized by ordinance duly passed and adopted on January 7, 2014;

(5) Water and Sewer Revenue Refunding Bonds, Series 2015, authorized by ordinance duly passed and adopted on December 2, 2014;

(6) Water and Sewer Revenue Bonds, Series 2015A, authorized by ordinance duly passed and adopted on June 16, 2015;

(7) Water and Sewer Revenue Bonds, Series 2015B, authorized by ordinance duly passed and adopted on October 27, 2015;

(8) Water and Sewer Revenue Refunding Bonds, Series 2015C, authorized by ordinance duly passed and adopted on October 27, 2015;

(9) Water and Sewer Revenue Improvement and Refunding Bonds, Series 2016, authorized by ordinance duly passed and adopted on June 28, 2016;

(10) Water and Sewer Revenue Bonds, Series 2016A, authorized by ordinance duly passed and adopted on October 18, 2016;

(11) Water and Sewer Revenue Improvement and Refunding Bonds, Series 2017, authorized by ordinance duly passed and adopted on September 5, 2017;

(12) Water and Sewer Revenue Bonds, Series 2017A, authorized by ordinance duly passed and adopted on October 31, 2017;

(13) Water and Sewer Revenue Refunding Bonds, Series 2018, authorized by ordinance duly passed and adopted on October 30, 2018;

(14) Water and Sewer Revenue Bonds, Series 2019, authorized by ordinance duly passed and adopted on March 19, 2019;

(15) Water and Sewer Revenue Refunding Bonds, Series 2019A, authorized by ordinance duly passed and adopted on August 6, 2019;

(16) Water and Sewer Revenue Refunding Bonds, Series 2019B, authorized by ordinance duly passed and adopted on August 6, 2019;

(17) Water and Sewer Revenue Refunding Bonds, Series 2020, authorized by ordinance duly passed and adopted on August 4, 2020; and

(18) Water and Sewer Revenue Refunding Bonds, Taxable Series 2020A, authorized by ordinance duly passed and adopted on August 4, 2020.

“Pricing Certificate” means collectively one or more pricing certificates that set forth the terms of one or more series of Bonds in accordance with Section 3.02 of this Ordinance and executed by the Pricing Officer, all in accordance with the provisions of Chapter 1207 and Chapter 1371.

“Pricing Officer” means the President/Chief Executive Officer of the System, or in the absence thereof, the Vice President of Strategic, Financial and Management Services of the System or the Chief Financial Officer of the System, each acting in such capacity severally and not jointly.

“Purchaser” means collectively the initial purchasers of each series of Bonds issued hereunder as named in the Pricing Certificate(s).

“Record Date” means with respect to each interest payment date the fifteenth day of the month next preceding such interest payment date.

“Refunded Bonds” means the bonds to be refunded by the Bonds identified in the preamble of this Ordinance and further described in a Pricing Certificate.

“Refunded Commercial Paper Notes” means the commercial paper notes described in the Pricing Certificate.

“Refunded Obligations” means the Refunded Bonds and the Refunded Commercial Paper Notes identified in the preamble of this Ordinance and further described in the Pricing Certificate.

“Register” means the Register specified in Section 3.07(a) of this Ordinance.

“Reserve Fund” means the fund by that name described in Section 8.01(a)(iii) hereof.

“Reserve Fund Requirement” means the amount which is equal to the average annual principal and interest requirements on the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds at any time outstanding.

“Revenue Fund” means the Waterworks and Sewage Fund established in Section 8.01(a)(i) hereof.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

“Series 2021 Bonds” means the “City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Series 2021.”

“Series 2021A Bonds” means the “City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Taxable Series 2021A.”

“Subordinate Lien Obligations” shall mean the obligations of the City under the City’s Commercial Paper Notes, Series A and the documents pertaining thereto.

“System” means the complete waterworks plant and system of the City as they now exist and may be improved, added to, or extended hereafter, and the complete sewer system of the City as it now exists and may hereafter be improved, added to, or extended, there being included in such term all water and sewer facilities now or hereafter owned or operated by the City, lying within and without the boundaries of the City, and including all real estate and real and personal property of every kind and nature comprising any part of or used or useful in the operation of the water and sewer facilities of the City.

Section 1.03 Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04 Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.



Section 1.05 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE 2

SECURITY FOR THE BONDS

Section 2.01 Security for the Bonds. The Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds, both principal and interest, are and shall be equally and ratably secured by and payable from an irrevocable first lien on and pledge of the Net Revenues.

Section 2.02 Limited Obligations. The Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds, are special obligations of the City, payable solely from the Net Revenues, and do not constitute a prohibited indebtedness of the City. Neither the Bonds, the Previously Issued Senior Lien Bonds, nor the Additional Bonds shall ever be payable out of funds raised or to be raised by taxation.

Section 2.03 Security Interest. The City represents that, under Chapter 1208.002, Texas Government Code, a security interest in property, other than real property, that is created by the City is valid and effective according to the terms of the security agreement and is perfected from the time the security agreement is entered into or adopted continuously through the termination of the security interest, without physical delivery or transfer of control of the property, filing of a document, or another act. The City covenants that, if Chapter 1208.002 is amended at any time while the Bonds, the Previously Issued Senior Lien Bonds or Additional Bonds are outstanding and unpaid, the City shall take all actions required in order to preserve for the Owners of the Bonds, the Previously Issued Senior Lien Bonds or Additional Bonds a perfected security interest in the property in which such security interest is granted pursuant to Section 2.01 hereof.

ARTICLE 3

AUTHORIZATION; GENERAL TERMS AND  
PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

(a) Revenue bonds of the City are hereby authorized to be issued, in one or more taxable or tax-exempt series, in the maximum aggregate principal amounts set forth in Section 3.02 hereof. Unless otherwise specified in a Pricing Certificate, such revenue bonds shall be designated and bear the title the "City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds, Series 2021" and "City of El Paso, Texas, Water and Sewer Revenue Refunding Bonds,

Taxable Series 2021A” and/or such additional or different series or designations as specified by the Pricing Officer in an applicable Pricing Certificate.

(b) The Bonds shall be issued for the purposes of (i) refunding the Refunded Commercial Paper Notes, and/or (ii) refunding all or a portion of the Refunded Bonds and (iii) paying the costs of issuing the Bonds, all as provided in the applicable Pricing Certificate and in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207, Chapter 1371 and the Charter of the City.

Section 3.02 Delegation of Authority to Pricing Officer.

(a) As authorized by Chapter 1207 and Chapter 1371, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds, in one or more series, taxable or tax-exempt, and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities or series (whole or part) of the Refunded Obligations to be refunded, determining the aggregate original principal amount of each series of the Bonds, the Initial Date of each series of Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds of each series will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds of each series will mature, the terms of any bond insurance applicable to each series of the Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the price and terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the designation of a paying agent/registrar, the designation of an escrow agent, if necessary, and all other matters relating to the issuance, sale, and delivery of the Bonds all of which shall be specified in a Pricing Certificate; provided that:

(i) the aggregate original principal amount of Bonds issued to refund the Refunded Commercial Paper Notes shall not exceed \$40,655,000;

(ii) the aggregate original principal amount of Bonds issued to refund the Refunded Bonds shall not exceed \$78,000,000;

(iii) the aggregate true interest cost percentage for the Bonds issued to refund the Refunded Commercial Paper Notes shall not exceed 3.25%;

(iv) the aggregate true interest cost percentage for the Bonds issued to refund the Refunded Bonds shall not exceed 2.85%;

(v) the refunding of the Refunded Bonds must produce present value debt service savings of at least three percent (3.00%), net of any issuer contribution;

(vi) the maximum maturity date for the Bonds issued to refund the Refunded Commercial Paper Notes shall not exceed December 31, 2041; and

(vii) the maximum maturity date for the Bonds issued to refund the Refunded Bonds shall not exceed March 1, 2035.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amounts authorized in Subsections (a)(i) and (a)(ii) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are

authorized and to pay costs of issuing the Bonds. Unless otherwise extended by an act of City Council, the delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days from the date of the adoption of this Ordinance. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

(c) The execution of a Pricing Certificate shall evidence the sale date of the applicable series of Bonds by the City to the Purchaser.

(d) If the Pricing Officer determines that such insurance results in a net reduction of the City's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company (the "Insurer") a municipal bond insurance policy in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the City to obtain a municipal bond insurance policy, for so long as such policy is in effect, the requirements of the Insurer relating to the issuance of such policies are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. Each of the City Manager of the City, the President/Chief Executive Officer of the System and the Pricing Officer shall have the authority to execute any documents to effect the issuance of such policy by the Insurer.

#### Section 3.03 Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall have the Initial Date specified in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, and shall be numbered consecutively from one upward, except the Initial Bond, which shall be numbered as specified in Section 6.02.

(b) The Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall mature on March 1 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or earlier redemption from the date specified in the Pricing Certificate or the most recent interest payment date to which interest has been paid or provided for at the per annum rates specified in the schedule contained in the Pricing Certificate. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing on the date specified in the Pricing Certificate, computed on the basis of a 360-day year of twelve 30-day months.

#### Section 3.04 Medium, Method and Place of Payment

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be paid to the Owners thereof as shown in the Register at the close of business on the Record Date by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, first class United States mail, postage prepaid, to the address of such person as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to

whom interest is paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a Bond on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(f) Unclaimed payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the unclaimed payments pertain. Subject to Title 6 of the Texas Property Code, payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.05 Execution and Initial Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Clerk or Alternate City Clerk as of the date of adoption of this Ordinance, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(a) In the event any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(b) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond of each series has been duly approved by the Attorney General of the State of Texas and that they are valid and binding special obligations of the City, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(c) On the Closing Date, one Initial Bond for each series of the Bonds, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Clerk or Alternate City Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts will be delivered to the Purchaser or its designee. Upon payment for each Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Sections 3.09 and 3.11.

#### Section 3.06 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal, for the further purpose of making and receiving payment of the interest thereon (subject to the terms of this Ordinance requiring the Paying Agent/Registrar to make payments of interest to the person who is the registered owner on the Record Date or the Special Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

#### Section 3.07 Registration, Transfer and Exchange

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) Registration of any Bond may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying

Agent/Registrar, evidencing assignment of the Bonds, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the bond or any portion thereof registered in the name of such assignee or assignees. No transfer of any Bond shall be effective until entered in the Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in exchange for such transferred and assigned Bond. To the extent possible the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three business days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Bond may be exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Bond or Bonds of like series, of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds of like series, having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. To the extent possible, a new Bond or Bonds will be required to be delivered by the Paying Agent/Registrar to the registered owner of the Bond or Bonds in not more than three business days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Bond issued in exchange for any Bond or portion thereof assigned or transferred shall be of like series, of the same tenor and shall have the same maturity date and bear interest at the same rate and in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange the Bonds as provided herein, and each substitute Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration of the Bonds and the subsequent exchange of the Bonds pursuant to the provisions hereof. However, the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond. In addition, the City hereby covenants with the Owners of the Bonds that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration and exchange of Bonds as provided herein to the extent such fees and charges are payable hereunder by the City.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the owner of the uncalled principal balance of a Bond.

### Section 3.08 Cancellation and Authentication.

(a) All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be canceled upon the making of proper records regarding such payment, redemption, exchange or replacement.

(b) Each substitute Bond issued in exchange for or replacement of (pursuant to the provisions of Section 3.10 hereof) any Bond or Bonds issued under this Ordinance shall have printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such bond, manually sign and date such Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Texas Government Code, Chapter 1201, as amended, the duty of exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the exchanged or replaced Bonds shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

### Section 3.09 Temporary Bonds.

(a) Pending the preparation of definitive Bonds, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance. The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same

aggregate principal amount as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

### Section 3.10 Replacement Bonds

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like series, of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City, to save each of them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, without the necessity of issuing a replacement Bond, may pay such Bond on the date on which such Bond becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.



### Section 3.11 Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on, the Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.12 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.13 Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the blanket representation letter of the City to DTC.

#### ARTICLE 4

##### REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption. The Bonds of each series shall be subject to redemption before their scheduled maturity only as provided in the applicable Pricing Certificate.

#### ARTICLE 5

##### PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

(a) Unless otherwise specified in a Pricing Certificate, Wells Fargo Bank, National Association, a national banking association organized under the laws of the United States of America authorized to do business in the State of Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

(b) The Pricing Officer is authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar substantially in the form attached hereto as Exhibit A.

Section 5.02 Qualifications of Paying Agent/Registrar. Each Paying Agent/Registrar shall be a commercial bank, a national banking association trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as, and perform the duties and services of, paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination of Paying Agent/Registrar. The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated a certified copy of a resolution of the City (i) giving notice of the termination of the appointment, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/ Registrar.

Section 5.05 Notice of Change of Paying Agent/Registrar to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement of Paying Agent/Registrar to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07 Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

## ARTICLE 6

### FORM OF THE BONDS

#### Section 6.01 Form Generally.

(a) The Bonds of each series, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment to appear thereon, (i) shall be substantially in the form set forth in **Exhibit B** attached hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds. The applicable Pricing Certificate shall set forth the final and controlling terms of the Bonds of each series.

(b) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof. The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds. The form of the Bonds of each series, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas (which shall only appear on the Initial Bond), the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially in the form of attached **Exhibit B.**

Section 6.03 CUSIP Registration. The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving such Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion. The approving legal opinion of Bond Counsel, may be attached to or printed on each Bond over the certification of the City Clerk or Alternate City Clerk of the City, which certification may be executed in facsimile.

Section 6.05 Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

## ARTICLE 7

### PUBLIC SERVICE BOARD

#### Section 7.01 Public Service Board.

(a) Pursuant to the authority contained in Texas Government Code, Section 1502.071, as amended, during such time as any of the Bonds herein authorized are outstanding and unpaid, the Public Service Board shall have complete authority and control of the management and operation of the System.

(b) The Board shall consist of seven members, one of whom shall be the Mayor of the City who shall ex officio be one member of the Board. Each term of office shall be four years with no member being appointed to more than two consecutive terms. To the extent not prohibited by State law, each member shall continue to serve until his or her successor is appointed and qualified, or until 30 days have passed beyond the expiration of such term, whichever event occurs first. After that time a vacancy on the Board shall exist and the former member shall have no power to vote or participate in Board proceedings; but such vacancy shall not serve to reduce the number of members required for a quorum.

Each vacancy in Board membership whether occasioned by expiration of office or otherwise shall be filled by the City Council from three persons eligible to serve as Board members and presented to City Council. A selection committee selected by the City Council and comprised of the Board and such additional members as appointed by City Council shall agree upon and submit to City Council the names of such three eligible persons.

Any member of the Board, other than the Mayor, who shall be continuously absent from all meetings of the Board for a period of three consecutive months shall, unless he or she shall be granted leave of absence by the unanimous vote of the remaining members of the Board, be removed from office, but only for adequate cause. As City Council appointees, members of the Board are subject to the City's ethics ordinance, Chapter 2.92 of the City Code of the City, as amended, and must comply with the applicable provisions contained therein.

(c) The Board shall elect one of its own members as Chairman and one as Vice-Chairman and appoint a Secretary and a Treasurer or a Secretary-Treasurer, who may, but need not, be a member or members of the Board. The Board may make such regulations or any by-laws for the orderly handling of its affairs as it may in its discretion see fit and shall thereafter, subject to the pertinent laws of the State of Texas, operate and manage the System with the same freedom and in the same manner as are ordinarily enjoyed by the Board of Directors of a private corporation operating properties of a similar nature.

Subject to the provisions and restrictions contained in this Ordinance, all of which shall be binding on the Board, the Board shall have complete authority and control of the management and operations of the System and the expenditure and application of its revenues.

(d) The Board shall elect or appoint all officers and employees which it may consider desirable, including a President/Chief Executive Officer of the System. The President/Chief Executive Officer shall be responsible to appoint officers and employees that directly report to the President/Chief Executive Officer, including an attorney or attorneys, vice president(s) and such other personnel that directly report to the President/Chief Executive Officer. All other officers and employees, except members of the Board, the President/Chief Executive Officer, attorneys, vice president(s) and persons directly reporting to the President/Chief Executive Officer or vice president(s), shall serve under the City Civil Service provisions as are or may be established by the Charter of the City or the laws of Texas, and the Board shall have the same authority with respect to such officers and employees as that of the City Council with respect to other officers and other employees of the City. The Board shall obtain and keep continually in force an employers' fidelity and indemnity bond of the so-called blanket type, written by a solvent and recognized indemnity company, and covering losses to the amount not to exceed \$50,000.

(e) The members of the Board, other than the Mayor shall, for each meeting attended, receive the sum of \$20.00, except that the amount so paid to any member of the Board in any fiscal year shall not exceed \$5,000. The members of the Board shall not personally be liable for any act or omission not willfully fraudulent or committed in bad faith.

## ARTICLE 8

### FUNDS; FLOW OF FUNDS

#### Section 8.01 Special Funds.

(a) The City covenants and agrees that all revenues derived from the operation of the System shall be kept separate from other funds of the City. To that end, the following special funds heretofore established are reaffirmed and shall be maintained at the Depository Bank so long as any of the Bonds, the Previously Issued Senior Lien Bonds, or any Additional Bonds are outstanding and unpaid, to-wit:

(i) "City of El Paso, Texas, Water and Sewer Revenue Bonds Waterworks and Sewage Fund" (herein called the "Revenue Fund");

(ii) "City of El Paso, Texas, Water and Sewer Revenue Bonds Interest and Sinking Fund" (herein called the "Interest and Sinking Fund");

(iii) “City of El Paso, Texas, Water and Sewer Revenue Bonds Reserve Fund” (herein called the “Reserve Fund”); and

(iv) “City of El Paso, Texas, Water and Sewer System Improvement Fund” (herein called the “Improvement Fund”).

The Interest and Sinking Fund and the Reserve Fund shall be held in trust solely for the benefits of the Owners and the Owners of the Previously Issued Senior Lien Bonds, the Bonds and any Additional Bonds.

(b) The “City of El Paso, Texas Water and Sewer System Note Payment Fund” (the “Note Payment Fund”) heretofore created by the ordinance authorizing the City’s Commercial Paper Notes, Series A, herein referred to as the “Subordinate Lien Obligations,” is hereby reaffirmed.

Section 8.02 Revenue Fund. All Gross Revenues shall be deposited from day to day as collected into the Revenue Fund. Moneys on deposit in the Revenue Fund shall first be used to pay all Operation and Maintenance Expenses. The revenues of the System not actually required to pay Operation and Maintenance Expenses (the “Net Revenues”) shall be transferred from the Revenue Fund to the other Funds in this Ordinance, in the order of priority, in the manner, and in the amounts set forth below:

(a) Interest and Sinking Fund. In addition to the deposits required by ordinances authorizing the Previously Issued Senior Lien Bonds, there shall be deposited into the Interest and Sinking Fund the following:

(i) such amounts, in equal monthly installments, commencing on the first day of the month next following the month of Closing Date, and on the first day of each month thereafter, as will be sufficient to pay the interest scheduled to come due on the Bonds on the next interest payment date, less any amounts already on deposit therein for such purpose derived from the proceeds of the Bonds or from any other lawfully available source; and

(ii) such amounts, in equal monthly installments, commencing on the first day of the month next following the month of Closing Date, and on the first day of each month thereafter, as will be sufficient to pay the next maturing principal of the Bonds, including any scheduled mandatory redemption of Bonds.

The Interest and Sinking Fund shall be used to pay the principal of and interest on the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds as such principal matures and such interest becomes due.

(b) Reserve Fund. So long as the funds on deposit in the Reserve Fund created for the benefit of the Bonds, the Previously Issued Senior Lien Bonds, and all Additional Bonds are equal to the Reserve Fund Requirement, no deposits need to be made to the credit of the Reserve Fund; but should the Reserve Fund at any time contain less than the Reserve Fund Requirement, then, subject and subordinate to making the required deposits to the credit of the Interest and Sinking Fund, the City shall transfer from the Net Revenues in the Revenue Fund and deposit to the credit of the Reserve Fund, on the first day of each month, such amounts in equal monthly installments to accumulate within at least five years and one month a sum equal to the Reserve Fund

Requirement. The money on deposit in the Reserve Fund may be used to pay the principal of and interest on the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds at any time there are not sufficient funds on deposit in the Interest and Sinking Fund for such purpose.

In accordance with the procedures specified in the preceding paragraph, the City hereby directs that the deposits, if any, being made to the Reserve Fund be increased to accumulate in the Reserve Fund within five years and one month from the date of the Bonds an amount equal to the Reserve Fund Requirement.

(c) Note Payment Fund. In addition to the foregoing deposits, in order to provide for the payment of and security for any Subordinate Lien Obligations there shall be deposited to the Note Payment Fund amounts sufficient to pay when due the principal of and interest on the Subordinate Lien Obligations.

(d) Payment to the City's General Fund. At the end of each month there shall be paid to the City Treasurer for deposit to the City's General Fund from any money which may remain in the Revenue Fund after all payments required to be paid from such Fund in such month have been made and all deficiencies accumulated from prior months have been remedied, such amounts as will result in there having been paid to the City during each fiscal year, ten percent (10%) of the total received by the Board from the sale of water during the fiscal year.

(e) Improvement Fund. All money remaining in the Revenue Fund at the end of each month after all payments required to be made therefrom in such month have been made and all deficiencies accumulated from prior months have been remedied shall continue to be paid to the Improvement Fund established in connection with the System, and shall be held in and paid out from such Fund for the following purposes:

- (i) To pay the cost of any special or extraordinary repairs or replacements to or of the properties comprising the System, properly payable with such money under the laws of the State of Texas, necessitated by reason of some emergency; and
- (ii) To the extent permitted by law, for the making of extensions, improvements, and betterments of the System.

#### Section 8.03 Investment of Funds.

(a) Revenue Fund and Interest and Sinking Fund. The Funds hereinabove created shall be invested and secured in the manner required by State or federal law, including specifically the Public Funds Investment Act, Texas Government Code, Chapter 2256, as appropriate. Moneys on deposit in the Interest and Sinking Fund and the Revenue Fund shall be continually secured by the deposit of collateral securities having a market value at all times not less than the amount in such Fund. The money in the Interest and Sinking Fund and the Reserve Fund shall be held as a trust fund for the benefit of the Owners of the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds, the beneficial interest in which shall be regarded as existing in such owners. The Secretary of the Board shall require arrangements to be made with the Paying Agent/Registrar as will, to the extent of money in the Interest and Sinking Fund, and, if necessary, in the Reserve Fund, assure the prompt payment of principal of and interest on the Bonds herein authorized as such principal and interest become due, except that by agreement with the Owners of any Bonds

purchased on the open market for retirement, payment of principal and interest thereon due by reason of such purchase, may be made by the Paying Agent/Registrar to the Owners thereof upon surrender of Bonds. All Bonds so paid, redeemed or purchased shall be canceled and shall not be subject to reissuance.

(b) Investment of Reserve Fund. To the extent permitted by applicable law, including specifically the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, moneys on deposit in the Reserve Fund may be invested and reinvested in direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by the United States Government, Federal Intermediate Credit Banks, Federal Land Banks, Federal National Mortgage Association, Federal Home Loan Banks, Banks for Cooperatives, or certificates of deposit, the payment of which are insured in full by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, which shall mature, or which shall be subject to redemption by the Owner thereof at the option of such Owner, not later than ten years after the date of investment. Any obligations in which money is so invested shall be kept in escrow and shall be promptly sold and the proceeds of sale applied to the making of payments required to be made from the Reserve Fund whenever such payments are necessary to be made under this Section. The deposits into the Reserve Fund shall be subordinate to those required to be made into the bond funds for the Previously Issued Senior Lien Bonds, the Bonds, and any Additional Bonds.

Section 8.04 Contributions in Aid of Construction. Any moneys that may be received by the Board that shall represent contributions in aid of construction shall be deposited in a separate account at the Depository Bank. Such contributions shall not be considered as part of the Gross Revenues of the System. Payments from such bank account shall be made only for the purposes for which the contributions were made, including any refunds that may become due to any contributor.

## ARTICLE 9

### DEPOSIT OF PROCEEDS; CONTROL AND DELIVERY OF BONDS

#### Section 9.01 Deposit of Proceeds.

(a) All amounts, if any, received on the Closing Date as accrued interest on the Bonds shall be deposited to the Interest and Sinking Fund.

(b) Bond proceeds, less the accrued interest, if any, referenced in the preceding paragraph, amounts to pay costs of issuance and amounts to pay municipal bond insurance premium, if any, shall be deposited as provided in the Pricing Certificate.

#### Section 9.02 Control and Delivery of Bonds.

(a) The Mayor, or in his absence, the Mayor Pro-Tem, is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.



(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision of the City Manager of the City or the President/Chief Executive Officer of the System against receipt by the City of all amounts due the City under the terms of the sale.

## ARTICLE 10

### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01 Insurance. The City hereby agrees that it will carry at all times for the benefit of the Owners of the Bonds, such insurance on the System that is reasonably obtainable of the kinds and in the amounts which are usually carried by private companies operating similar properties. Such insurance may be provided by means of a self-insurance fund in which event deposits to such fund shall be a maintenance and operating expense of the System.

Section 10.02 Books and Records. The City hereby covenants and agrees that complete and proper books of records and account will be kept and that the Owners of any of the Bonds, or any duly authorized agent or agents of such Owners, shall have the right to inspect such records at all reasonable times. The Board will within sixty (60) days following the close of each fiscal year, cause an audit of the books and accounts to be made by an independent firm of certified public accountants and that such audit will be available for inspection by the Owners of any of the Bonds.

#### Section 10.03 Additional Covenants.

(a) Additional Bonds. The City may issue "Additional Bonds" if the following conditions are met:

(i) the City is not then in default as to any covenant, condition or obligation prescribed by an ordinance authorizing the issuance of any bonds payable from and secured by a first lien on and pledge of the Net Revenues;

(ii) the Additional Bonds are made to mature on March 1 or September 1 in each of the years in which they are scheduled to mature;

(iii) the net earnings of the System for any consecutive period of 12 months of the 15 months next preceding the month of the date of the Additional Bonds then to be issued, or for the City's completed fiscal year next preceding the date of such Additional Bonds, are equal to at least 1.25 times the maximum annual principal and interest requirements of all bonds to be outstanding after the issuance of the Additional Bonds, as such net earnings are shown by a report by a certified public accountant; and

(iv) the amount to be accumulated and maintained in the Reserve Fund shall be increased to an amount not less than the average annual requirements for the payment of principal of and interest on the Bonds, the Previously Issued Senior Lien Bonds and the Additional Bonds, such additional amount to be accumulated in equal monthly installments during a period not to exceed five years and one month.

(b) Maintain and Operate System Efficiently. The City and the Board hereby covenant, respectively, that they will maintain and operate the System with all possible efficiency while any

of the Bonds remain outstanding and faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State.

(c) Rate Covenant. The Board hereby covenants that it will establish and maintain rates for water and sewer services supplied by the System which shall produce or yield revenues sufficient to pay maintenance and operating expenses of the System and an additional amount equal to 150% of the aggregate amount required to be paid in such year for principal and interest on all outstanding Previously Issued Senior Lien Bonds, the Bonds, and any Additional Bonds.

(d) Charges for Water and Sewer Service. The City and the Board hereby covenant that charges for sewer services will be made jointly with charges made for the sale of water and water services. Such charges shall be required to be paid by the customer at the same time. Water connections shall be permitted only on a metered basis.

(e) Enforcement.

(i) The City and the Board hereby respectively covenant, acting in the exercise of their respective police powers, to take all necessary action to require every owner, tenant or occupant of each lot or parcel of land in the City which abuts upon a street or other public way containing a sewer line and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use to connect such building with the System and to cease using any other method for the disposal of sewage, sewage waste or other polluting matter. All such connections shall be made in accordance with the rules and regulations of the City and the Board, as may be adopted from time to time, which rules and regulations may provide for an inspection charge to assure the proper making of such connections.

(ii) The City and the Board hereby further covenant, respectively, to require the occupant of any premises, the owner or occupant of which shall be delinquent for more than thirty (30) days in the payment of sewer charges imposed hereunder, to cease to dispose of sewage or industrial or commercial wastes originating from or on such premises by discharge thereof into the System until such delinquent charges, together with all penalties relating thereto, shall have been paid. In order to enforce the provisions of this covenant and to prevent the creation of a health hazard, in the event any such occupant shall not cease such disposal, the supply and sale of water to such premises shall cease until such time as all delinquencies have been removed.

(iii) The Board will proceed immediately with a suit in assumpsit or similar action against such owner or occupant to recover the amount of any delinquent charges, together with penalties and with interest computed thereon at the rate of six percent (6%) per annum.

(iv) The Board will shut off the supply of water to any premises the owner or occupant of which shall be delinquent for more than thirty (30) days in the payment of any charges imposed hereunder.

(f) Nonimpairment of Lien. The City and the Board hereby covenant, respectively, to take no action or omit to take any action, or suffer to be done or omitted to be done, any matter or thing whatsoever whereby the lien of the Bonds, the Previously Issued Senior Lien Bonds and any

Additional Bonds on the revenues of the System might or could be lost or impaired, and that the Board will pay or cause to be paid, or will make adequate provision for the satisfaction and discharge of all lawful claims and demands for labor, materials, supplies, or other objects which, if unpaid, might by law be given precedence to, or an equality with the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds as a lien or charge upon the revenues of the System or any part thereof; provided that nothing in this subsection (f) shall be construed to require the Board to pay, discharge or make provision for any such lien, charge, claim or demand so long as the validity thereof shall be by it in good faith contested.

(g) No Sale or Encumbrance of System. The City and the Board hereby covenant, respectively, that they will not in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds shall have been paid in full as to both principal and interest; provided, however, that this covenant shall not be construed to prevent the disposal by the City of property, which in the Board's judgment has become inexpedient to use in connection with the System, when other property of equal value is substituted therefor or when the proceeds of such disposition of such property are placed in the Interest and Sinking Fund, in addition to all other amounts required to be placed in the Interest and Sinking Fund in the current fiscal year, and are used for the retirement of Bonds, Previously Issued Senior Lien Bonds, and any Additional Bonds in advance of their respective maturities.

(h) Payment to City from Sale of Land. An amount equal to five percent (5%) of the net proceeds from the sale of lands of the System shall be paid as received to the General Fund of the City and used for any lawful purpose.

(i) No Competing Systems. The City hereby covenants that it will not grant a franchise for the operation of any competing water or sewer system in the City until all Bonds, Previously Issued Senior Lien Bonds and any Additional Bonds have been paid in full with respect to principal and interest.

(j) No Free Service. The Board hereby covenants that it will not permit free water or services to be supplied to the City or to any other user, and the City hereby agrees that it will pay from its general fund the reasonable value of all water and services obtained from the System by the City and all departments and agencies thereof.

(k) Certain Land Transfers. Subject to Sections 10.03(g) and (h) hereof, the City and the Board hereby covenant, respectively, that no System land shall be transferred, sold, gifted or granted for Open Space Purposes to, or preserved in its natural state, restricted as to its development or otherwise reserved or set aside for Open Space Purposes at the request, initiative, petition or action of, a third party without the System receiving the fair market value of any System land so transferred or restricted from a source other than the City's General Fund. For purposes of this section, (i) "fair market value" means a price that the System land would bring in an arms-length transaction when offered for sale by one who wishes, but is not obliged, to sell and when bought by one who is under no necessity of buying it, as reasonably determined by the Board; and (ii) "Open Space Purposes" means the establishment, restriction or preservation of land as an area without development or significant structures, for either scenic or recreational purposes, including

but not limited to, Common, Natural, Private and Public as defined in the City's Code of Ordinances.

Section 10.04 Covenants to Maintain Tax Exempt Status. To the extent the Bonds are issued as tax-exempt obligations, the following provisions shall apply.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause interest on any Bond issued hereunder to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last stated maturity of the Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations) or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final stated maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the stated maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the City Manager, the President/Chief Executive Officer of the System, the Vice President of Strategic, Financial and Management Services of the System and/or the Chief Financial Officer of the System, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such original obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The payment and discharge of the Refunded Commercial Paper Notes will occur within ninety (90) days after the issuance of the Bonds and, therefore, the portion of the Bonds issued to refund such obligations are a current refunding.

Section 10.05 Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Article 10 shall survive the defeasance and discharge of the Bonds.

## ARTICLE 11

### DEFAULT AND REMEDIES

Section 11.01 Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Interest and Sinking Fund or the Reserve Fund as required by the Ordinance, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in the Ordinance, the Owner or Owners of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition or obligation prescribed in the Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, nor shall such delay or omission be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.02 Remedies Not Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

## ARTICLE 12

### DISCHARGE

Section 12.01 Discharge. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of Net Revenues of the System under this Ordinance and all covenants, agreements, and other obligations of the City to the Owners shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effective expressed in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the stated maturity thereof. In the event of a defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Obligations to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The City covenants that no deposit of moneys or Government Obligations will be made under this Section and no use will be made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or the regulations adopted pursuant thereto.

All moneys so deposited with the Paying Agent/Registrar or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section, which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the stated maturity of the Bonds such moneys were deposited and are held in trust to pay shall upon request of the City be remitted to the City against a written receipt therefor. The provisions of this paragraph are subject to the applicable unclaimed property law of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Obligations for the Government Obligations originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.



Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

## ARTICLE 13

### SALE AND DELIVERY OF BONDS; OFFICIAL STATEMENT

#### Section 13.01 Sale of Bonds-Official Statement.

(a) The Bonds authorized by this Ordinance are to be sold by the City to the Purchaser by (i) negotiated sale, in accordance with one or more bond purchase agreements (each, a "Purchase Contract"), (ii) private placement, in accordance with one or more agreements to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bids submitted therefor, as determined by the Pricing Officer, in accordance with Section 3.02 hereof. In the event the Bonds are sold by negotiated sale, the Pricing Officer shall designate and identify the Purchaser in the applicable Pricing Certificate. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the City and as the act and deed of this City Council.

The Mayor and City Clerk of the City are further authorized and directed to manually or electronically execute and deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchaser, in final form as may be required by the Purchaser, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually or electronically executed by such officials shall be deemed to be approved by the City Council of the City and constitute the Official Statement authorized for distribution and use by the Purchaser.

(b) The City Manager, the President/Chief Executive Officer of the System, the Vice President of Strategic, Financial and Management Services of the System, the Chief Financial Officer of the System or any other officer of the City are each authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the provisions and terms of this Ordinance and the Pricing Certificate.

(c) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of Norton Rose Fulbright US LLP as Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date. The engagement of such firm as Bond Counsel to the City in connection with the issuance of its System revenue bonds is hereby approved and confirmed.

## ARTICLE 14

### CONTINUING DISCLOSURE UNDERTAKING

#### Section 14.01 Annual Reports.

(a) The City shall cause the Board to provide annually to the MSRB (1) within six months after the end of each fiscal year (beginning with the fiscal year stated in the Pricing Certificate) financial information and operating data with respect to the System of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the System, when and if available, and in any case within 12 months after the end of each fiscal year (beginning with the fiscal year stated in the Pricing Certificate). Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation, and audited, if the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the Board will provide unaudited financial statements by the required time and audited financial statements when and if such audited financial statements become available.

(b) If the Board changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Board otherwise would be required to provide financial information and operating data pursuant to this Article.

(c) The financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

#### Section 14.02 Notice of Certain Events.

(a) The City will cause the Board to provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners of the Bonds, if material;

- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the Board or City, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the Board or City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) incurrence of a Financial Obligation of the Board, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Board, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Board, any of which reflect financial difficulties.

For these purposes, (a) any event described above in Section 14.02(a)(xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Board or City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Board or City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Board or City, and (b) the City intends the words used in the immediately preceding subsections (a)(xv) and (a)(xvi) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) The City hereby instructs the Board to notify the MSRB, in a timely manner, of any failure by the Board to provide financial information or operating data in accordance with this Article by the time required by this Article.

Section 14.03 Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Article shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

#### Section 14.04 Limitations, Disclaimers and Amendments

(a) The City, acting through the Board, shall be obligated to observe and perform the covenants specified in this Article with respect to the City, the Board and the Bonds while, but only while, the City or the Board remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City will cause the Board in any event to give notice required by Section 14.02 hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person”.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE BOARD OR THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the Board or the City in observing or performing its obligations under this Article shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Board or the City under federal and state securities laws.

(e) Notwithstanding anything herein to the contrary, the provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City or the Board, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners

and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE 15

### APPROVAL OF ESCROW AGREEMENT

Section 15.01 Escrow Agreement. An Escrow Agreement by and between the City and an authorized escrow agent, if any such agreement is required in connection with the issuance of the Bonds, shall be attached to, and approved in, the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement as executed by the Pricing Officer shall be deemed approved by the City Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of the Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Bonds;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement (the "Escrowed Securities") and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchaser for deposit to the credit of the "CITY OF EL PASO, TEXAS, WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2021 ESCROW FUND" and/or the "CITY OF EL PASO, TEXAS, WATER AND SEWER REVENUE REFUNDING BONDS, TAXABLE SERIES 2021A ESCROW FUND" (each referred to herein as the "Escrow Fund"), or such other designation as specified on the Pricing Certificate; all as contemplated and provided in Chapter 1207, the Ordinance, the Pricing Certificate, and the Escrow Agreement. To the extent permitted by the Escrow Agreement and if the Pricing Officer determines such an arrangement is in the City's best interest, the Pricing Officer is authorized to direct the Escrow Agent to reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof in substituted Escrowed Securities and authorize the Escrow Agent to enter into any associated contract with a provider of such Escrowed Securities as long as any such substituted Escrowed

Securities mature on the dates and in the amounts specified in a verification report as sufficient to pay the principal of and redemption premium, if any, and interest on the Refunded Bonds when due. All Escrowed Securities delivered under such an arrangement shall be delivered to the Escrow Agent on a "delivery versus payment" basis. To the extent the Pricing Officer determines such an arrangement is in the City's best interest, the Pricing Officer is authorized to sign any associated contract, agreement, certificate or instruction letter with respect to such arrangement.

On or immediately prior to the date of the delivery of the Bonds to the Purchaser, the Pricing Officer shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Bonds an amount which, together with the proceeds of sale from the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Bonds (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Bonds (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

## ARTICLE 16

### REDEMPTION AND PAYMENT OF REFUNDED OBLIGATIONS

Section 16.01 Redemption of Refunded Bonds. (a) In order to provide for the refunding, discharge, and retirement of the Refunded Bonds, the Refunded Bonds, identified, described, and in the amounts set forth in the Pricing Certificate, are called for redemption on the first date(s) such Refunded Bonds are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date(s), and notice of such redemption shall be given in accordance with the applicable provisions of the ordinances adopted by the City Council of the City which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for each series of the Refunded Bonds in substantially the forms set forth as Exhibits to the Pricing Certificate, to each and every paying agent/registrar for Refunded Bonds, in accordance with the redemption provisions applicable to each series of the Refunded Bonds.

(b) Each paying agent/registrar for Refunded Bonds is hereby directed to provide the appropriate notice(s) of redemption as required by the respective ordinances authorizing the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in Section 15 of this Ordinance and by the Pricing Officer in the Pricing Certificate, if applicable.

Section 16.02 Payment of Refunded Commercial Paper Notes. Following the deposit of funds to the credit of the Note Payment Fund as specified in the Pricing Certificate, the Refunded Commercial Paper Notes shall be payable solely from and secured by such deposits and shall cease to be payable from Net Revenues.

## ARTICLE 17

### MISCELLANEOUS

#### Section 17.01 Amendment to Ordinance.

(a) Amendments Without Consent. This Ordinance, the Pricing Certificate and the rights and obligations of the City and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Previously Issued Senior Lien Bonds, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the City contained in this Ordinance or the Pricing Certificate, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Ordinance or the Pricing Certificate;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Ordinance or the Pricing Certificate, upon receipt by the City of an opinion of nationally recognized bond counsel, that the same is needed for such purpose, and will more clearly express the intent of this Ordinance or the Pricing Certificate;

(iii) To supplement the security for the Bonds, replace or provide additional credit facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Previously Issued Senior Lien Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Previously Issued Senior Lien Bonds; or

(v) To make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the owners of outstanding Previously Issued Senior Lien Bonds.

Notice of any such amendment may be published by the City in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory resolution and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory resolution.

(b) Amendments With Consent. Subject to the other provisions of this Ordinance, the owners of outstanding Bonds aggregating a majority in outstanding principal amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Ordinance or the Pricing Certificate which may be deemed necessary or desirable by the City; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the outstanding Bonds, the

amendment of the terms and conditions in this Ordinance, in the Pricing Certificate or in the Bonds so as to:

- (i) Make any change in the maturity of the outstanding Bonds;
- (ii) Reduce the rate of interest borne by outstanding Bonds;
- (iii) Reduce the amount of the principal payable on outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the owners of less than all Bonds then outstanding; or
- (vi) Change the minimum percentage of the outstanding principal amount of Bonds necessary for consent to such amendment.

(c) Notice. If at any time the City shall desire to amend this Ordinance or the Pricing Certificate other than pursuant to subsection (a) of this Section, the City shall cause written notice of the proposed amendment to be given by certified mail to each registered owner of the Bonds affected at the address shown on the Register. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file with the City Clerk for inspection by all owners of Bonds.

(d) Consent Irrevocable. Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of eighteen (18) months from the date of mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after eighteen (18) months from the date of mailing by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the owners of a majority in outstanding principal amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(e) Ownership. For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the registration books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 17.02 Further Procedures. The Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the President/Chief Executive Officer of the System, the Vice President of Strategic, Financial and Management Services of the System, and/or the Chief Financial Officer of the System and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the



City Manager of the City, the President/Chief Executive Officer of the System, the Vice President of Strategic, Financial and Management Services of the System or the Chief Financial Officer of the System and the City's Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the Chief Financial Officer of the City or the Pricing Officer may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, "facsimile signature" means a reproduction of the manual signature of an authorized officer that is made by any method.

Section 17.03 Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

Section 17.04 Effectiveness. This Ordinance shall take effect and be in force from and after its passage and approval.

*[The remainder of this page intentionally left blank.]*

APPROVED AND ADOPTED this 2<sup>nd</sup> day of March, 2021.

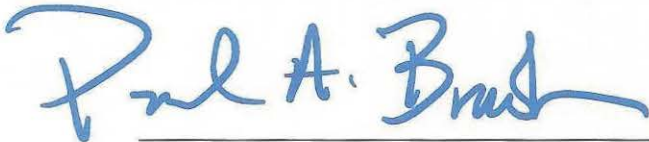
\_\_\_\_\_  
Oscar Leeser  
Mayor, City of El Paso, Texas

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk, City of El Paso, Texas

(SEAL)

APPROVED AS TO FORM:



\_\_\_\_\_  
Paul A. Braden  
Bond Counsel



\_\_\_\_\_  
Karla Nieman  
City Attorney  
City of El Paso, Texas

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Marcela Navarrete  
Vice President, Strategic, Financial  
and Management Services  
El Paso Water Utilities

**EXHIBIT A**

**PAYING AGENT/REGISTRAR AGREEMENT**

**EXHIBIT B**

**FORM OF BOND**

(a)    Form of Bond.

REGISTERED

No. \_\_\_\_\_

REGISTERED

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF EL PASO  
CITY OF EL PASO, TEXAS,  
WATER AND SEWER REVENUE REFUNDING BONDS,  
[TAXABLE] SERIES 2021[A]

INTEREST RATE:	MATURITY DATE:	INITIAL DATE:	CUSIP NO.:
_____ %	March 1, 20__	_____, 20__	_____

The City of El Paso (the "City"), in the County of El Paso, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

unless this Bond shall have been sooner called for prior redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the date of delivery or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_\_. The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated payment/transfer office in Minneapolis, Minnesota (the "Designated Payment/Transfer Office") of Wells Fargo Bank, National Association, Dallas, Texas, Paying Agent/Registrar, or at the Designated Payment/Transfer Office of any successor thereto. Interest on this Bond is payable by check, dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the

event of a nonpayment of interest on a scheduled payment date, and for thirty days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which date shall be fifteen days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of \_\_\_\_\_, 20\_\_, issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Bonds"), and issued pursuant to the authority provided by Texas Government Code, Chapters 1207, 1371 and 1502, as amended, and a certain ordinance of the City (the "Ordinance"), for the purposes of (i) refunding the Refunded Commercial Paper Notes, and/or (ii) refunding all or a portion of the Refunded Bonds and (iii) paying the costs of issuing the Bonds as described in the Ordinance. Capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Ordinance.

The Bonds, together with the City's previously issued and presently outstanding water and sewer senior lien revenue bonds, are payable from and secured by a first lien on and pledge of the Net Revenues of the City's combined waterworks and sewer system. The City has reserved the right, subject to the restrictions stated in the Ordinance, to issue additional revenue bonds that may be secured in the same manner and on a parity with the Bonds and the Previously Issued Senior Lien Bonds.

The City reserves the option to redeem Bonds maturing on or after March 1, 20\_\_\_\_, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on \_\_\_\_\_, 20\_\_ or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the redemption date. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall assign a separate number for each \$5,000

portion of the Bonds and select the portion or portions of the Bond to be redeemed by lot or by any other customary method that results in a random selection.

The Bonds stated to mature on March 1, 20\_\_ and March 1, 20\_\_ (the “Term Bonds”) are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the following schedule:

Term Bonds Maturing March 1, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 20__	\$ ,000
March 1, 20__ (maturity)	\$ ,000

Term Bonds Maturing March 1, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 20__	\$ ,000
March 1, 20__	\$ ,000
March 1, 20__	\$ ,000
March 1, 20__ (maturity)	\$ ,000

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Ordinance and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption when such redemption is to occur within 45 calendar days after the transfer or exchange date. However, such limitations of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that such redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City, the Paying Agent/Registrar, nor any such agent shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; and that the interest on and principal of this Bond and the series of which it is a part, together with certain outstanding senior lien revenue bonds of the City, are secured by and payable from an irrevocable first lien on and pledge of the Net Revenues of the System, as provided in Ordinance, and not from any other revenues, funds or assets of the City.

This Bond shall not be deemed to constitute a debt of the City or a pledge of its faith and credit; nor shall the Owners hereof ever have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Clerk or Alternate City Clerk, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

---

City Clerk  
City of El Paso, Texas

---

Mayor  
City of El Paso, Texas

(SEAL)

(b) Form of Comptroller's Registration Certificate.

[to be printed on Initial Bond only]

OFFICE OF THE COMPTROLLER §  
OF PUBLIC ACCOUNTS § REGISTER NO. \_\_\_\_\_  
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of El Paso, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same and that such Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, on this date: \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

(c) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in Minneapolis, Minnesota is the Designated Payment/Transfer Office for this Bond.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION,  
as Paying Agent/Registrar

Dated: \_\_\_\_\_

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

Authorized Signature



(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print  
or typewrite name, address and Zip Code of transferee):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Social Security or other identifying number: \_\_\_\_\_) the within Bond and all  
rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer the within Bond on the books kept for registration hereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed By:

NOTICE: The signature on this Assignment  
must correspond with the name of the  
registered owner as it appears on the face of  
the within Bond in every particular and must  
be guaranteed in a manner acceptable to the  
Paying Agent/Registrar.

\_\_\_\_\_  
Authorized Signatory

(e) The Initial Bond shall be in the form set forth in subsection (a) of this Exhibit,  
except for the following alterations:

(i) Immediately under the name of the Bond, the headings "Interest Rate" and  
"Maturity Date" shall be completed with the words "As Shown Below," and the heading  
"CUSIP No." shall be deleted.

(ii) in the first paragraph of the Bond the words "on the Maturity Date specified  
above, the sum of \_\_\_\_\_ DOLLARS" shall be deleted and the following will  
be inserted: "on March 1 in each of the years, in the principal amounts and bearing interest  
at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-------------------------	----------------------

(Information to be inserted from the Pricing Certificate)

(iii) the Initial Bond shall be numbered T-1.

(f) The Comptroller's Registration Certificate may be deleted from the definitive  
Bonds if such Certificate on the Initial Bond is fully executed.

(g) The Certificate of the Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.



**Water & Sewer Revenue Refunding Bonds, Series 2021  
(Tax-Exempt)  
&  
Water & Sewer Revenue Taxable Refunding Bonds, Series 2021A  
(Taxable)**

**March 2, 2021**

# Water & Sewer System Tax-Exempt Refunding

- **Commercial Paper Fix-Out:**

- **The El Paso Water Utilities - Public Service Board (PSB) is proposing to fix-out \$40,000,000 of outstanding commercial paper notes and issue tax-exempt fixed rate bonds.**
  - The PSB started the Commercial Paper Program in 1997 and has utilized it for interim construction financing typically for small projects (< \$5 million).
  - The PSB currently has a maximum funding capacity for commercial paper of \$40 million.

# Water & Sewer System Taxable Economic Refunding

- **Current tax legislation allows for bonds to be “Currently Refunded” at tax-exempt rates. A current refunding, by legal definition, allows for bonds to be called within 90 days of the issuance of new “Refunding Bonds.” The Utility doesn’t have any Bonds available to refund on a Tax-Exempt Basis until December 2, 2023.**
- **In today’s market, a Taxable Refunding is the only viable option to achieve economic benefits.**
- **HilltopSecurities reviewed the Utility’s debt and narrowed the Taxable refunding candidates to the following:**
  - Series 2014 – \$34,705,000, Callable on 3/1/2024
  - Series 2015 – \$32,035,000, Callable on 3/1/2024
  - AGGREGATE REFUNDABLE PRINCIPAL: **\$66,740,000**
  - EXISTING COUPONS: **4.00%-5.00%**
  - PROJECTED GROSS SAVINGS: **\$4,040,571.23**
  - NET PRESENT VALUE SAVINGS: **\$3,838,408.98**
  - NET PRESENT VALUE %: **5.751%**

# Series 2021 & Series 2021A Impact to Overall W&S Debt

A	B	C	D	E	F	G	H
Annual Period Ending 1-Mar	Total Existing Debt Service	Taxable, Series 2021A Net Effect of Refunding	SERIES 2021 (CP TAKE-OUT) CP Take-out: Structured Principal			Aggregate Debt Service	Annual Period Ending 1-Mar
			Principal	Interest	Total		
2021	\$ 66,994,779	\$ -	\$ -	\$ -	\$ -	\$ 66,994,779	2021
2022	69,126,380	(693,815)	-	1,074,534.24	1,074,534	69,507,099	2022
2023	69,029,232	(637,330)	-	1,118,012.50	1,118,013	69,509,915	2023
2024	68,975,732	(585,709)	-	1,118,012.50	1,118,013	69,508,036	2024
2025	68,029,002	(636,829)	-	1,118,012.50	1,118,013	68,510,185	2025
2026	67,989,672	(630,329)	-	1,118,012.50	1,118,013	68,477,356	2026
2027	68,014,626	(642,262)	-	1,118,012.50	1,118,013	68,490,377	2027
2028	65,115,867	(205,173)	2,420,000	1,118,012.50	3,538,013	68,448,707	2028
2029	59,981,633	(1,991)	2,485,000	1,051,462.50	3,536,463	63,516,105	2029
2030	54,181,398	(2,912)	2,555,000	983,125.00	3,538,125	57,716,611	2030
2031	50,254,413	(1,975)	2,625,000	912,862.50	3,537,863	53,790,301	2031
2032	42,806,681	(851)	2,700,000	840,675.00	3,540,675	46,346,505	2032
2033	42,538,209	(3,028)	2,770,000	766,425.00	3,536,425	46,071,607	2033
2034	38,165,880	1,631	2,850,000	690,250.00	3,540,250	41,707,760	2034
2035	35,791,205		2,925,000	611,875.00	3,536,875	39,328,080	2035
2036	27,035,090		3,005,000	531,437.50	3,536,438	30,571,527	2036
2037	19,793,708		3,090,000	448,800.00	3,538,800	23,332,508	2037
2038	12,337,867		3,175,000	363,825.00	3,538,825	15,876,692	2038
2039	6,609,640		3,260,000	276,512.50	3,536,513	10,146,153	2039
2040	2,482,300		3,350,000	186,862.50	3,536,863	6,019,163	2040
2041	-		3,445,000	94,738	3,539,738	3,539,738	2041
2042						-	2042
Total	\$ 935,253,314	\$ (4,040,571)	\$ 40,655,000	\$ 15,541,459	\$ 56,196,459	\$ 987,409,202	
Refunded Principal:		\$ 66,740,000.00	Maximum:			\$ 69,509,915	
Net Present Value Savings:		\$ 3,838,408.98					
Net Present Value Savings %:		5.75%					
Taxable TIC:		1.85%					
			Tax-Exempt Series 2021 TIC:		2.75%		

*Note: For illustration purposes only. Actual debt service requirement figures will be determined at the time of pricing.*

# Open Market: Parameter Authorization

- **Parameter authorization will enable the sale of the Bonds at optimum timing and structure.**
  - Water & Sewer Revenue Refunding Bonds, Series 2021 (Tax-Exempt – CP Refunding)
  - Water & Sewer Revenue Refunding Bonds, Series 2021A (Taxable – Economic Refunding)
- **Council delegates final pricing authority to Pricing Officer(s).**
  - John Balliew
  - Marcela Navarrete
  - Arturo Duran
- **Council to approve parameters as recommended by PSB.**
  - Series 2021 (Commercial Paper Refunding)
    - Maximum True Interest Cost – 3.25%
    - Principal Amount of Issue - \$40,655,000
    - Final Maturity Date – December 31, 2041
    - Expiration of Delegated Authority – 6 months
  - Series 2021A (Taxable Economic Refunding)
    - Maximum True Interest Cost – 2.85%
    - Principal Amount of Issue - \$78,000,000
    - Minimum Present Value Savings Percentage – 3.00%
    - Expiration of Delegated Authority – 6 months
- **Pricing Officer can only approve sale if all Council parameters are met.**

# Underwriters

## ■ Staff Recommendation:

- **Citigroup (Lead Underwriter)**
- **Morgan Stanley (Co-Manager)**
- **Piper Sandler (Co-Manager)**



# Timeframe

- **February 10, 2021:** Public Service Board considers request to sell Series 2021 & Series 2021A (Taxable) Bonds
- **March 2, 2021:** City Council considers request to sell Series 2021 & Series 2021A (Taxable) Bonds
- **March 15, 2021 (Week of):** Tentative pricing for Series 2021 & Series 2021A (Taxable) Bonds
- **April 12, 2021 (Week of):** Tentative closing for Series 2021 & Series 2021A (Taxable) Bonds

# QUESTIONS & ANSWERS



Legislation Text

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**File #:** 21-229, **Version:** 2

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

**All Districts**

El Paso Water, Marcela Navarrete, (915) 594-5614

**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 authorizing the issuance of "City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Taxable Series 2021" to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters.

**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:** El Paso Water Utilities Public Service Board

**AGENDA DATE:** Introduction and Public Hearing- March 2, 2021

**CONTACT PERSON/PHONE:** Marcela Navarrete, El Paso Water Utilities Vice President 594-5614

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

**SUBJECT:** APPROVE the following Ordinance

An Ordinance authorizing the issuance of “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Taxable Series 2021” to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters **(All Districts)** [Marcela Navarrete (915) 594-5614][Public Hearing Date: March 2, 2021]

**BACKGROUND / DISCUSSION:**

EPWU by Resolution dated February 10, 2021 is requesting the City Council of El Paso to authorize the sale and issuance of up to \$9,100,000 of City of El Paso Municipal Drainage Utility System Refunding Bonds Taxable Series 2021 to advance refund up to \$8,555,000 of Bonds Series 2012, and to fund any associated interest and related transaction costs; provided that certain parameters approved by the Board and the City Council are met.

EPWU finds that it is in the best interest of the ratepayers to pursue this funding and savings.

**PRIOR COUNCIL ACTION:**

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

Yes, on August 4, 2020, City Council approved \$103,775,000 of City of El Paso Water and Sewer System Revenue Refunding Bonds, Series 2020 and Taxable Series 2020A.

**AMOUNT AND SOURCE OF FUNDING:**

This item will be funded through the sale of City of El Paso, Texas Municipal Drainage Utility System Revenue Refunding Bonds, Taxable Series 2021.

**BOARD / COMMISSION ACTION:**

The El Paso Water Utilities Public Service Board approved a Resolution on February 10, 2021 requesting the El Paso City Council to authorize the Municipal Drainage Utility System 2021 issuance.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT MARCELA NAVARRETE TO PICK UP THE DOCUMENTS. 594-5614. THANK YOU.**



**TO:** Tomás González, City Manager, The City of El Paso, Texas

**FROM:** Marcela Navarrete, Vice President- Strategic, Financial and Management Services  
El Paso Water Utilities Public Service Board

**DATE:** February 22, 2021

**SUBJECT:** Request to place Municipal Drainage Utility System Bond 2021 Item on **Regular City Council Agenda for March 2, 2021**

**Bond Ordinance Introduction and Public Hearing**

*Agenda Posting Language:*

An Ordinance authorizing the issuance of “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Taxable Series 2021” to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters **(All Districts)** [Marcela Navarrete (915) 594-5614][Public Hearing Date: March 2, 2021]

\*\*\*\*\*

This agenda item is pursuant to the February 10, 2021 Resolution of the El Paso Water Utilities Public Service Board (PSB) requesting the City Council to authorize the sale and issuance of up to \$9,100,000 of City of El Paso Municipal Drainage Utility System Refunding Bonds Taxable Series 2021 to advance refund up to \$8,555,000 of Bonds Series 2012. The requested bond item and savings are in the best interest of the ratepayers at this time.

If there are any questions, please call me directly at 594-5614 or email me at [mnavarrete@epwater.org](mailto:mnavarrete@epwater.org) or contact General Counsel, Daniel Ortiz, at 594-5607 with email at [daortiz@epwater.org](mailto:daortiz@epwater.org)

Thank you for your attention to this matter.

**Attachments:** Department Head Summary Form  
PSB February 10, 2021 Resolution  
Proposed City Council Bond Ordinance

<b>cc:</b>	The Honorable Mayor Oscar Leeser (email)	John Balliew, P.E., President/CEO EPWU-PSB (email)
	Estrella Escobar, Chief of Staff, Mayor (email)	Claudia Duran, Executive Assistant to President/CEO (email)
	Robert Cortinas, Deputy City Manager and CFO (email)	Art Duran, CFO, EPWU-PSB (email)
	Karla Nieman, City Attorney (email)	Daniel Ortiz, General Counsel (email)
	Juan Gonzalez, Senior Assistant City Attorney (email)	Paul Braden, Norton, Rose, Fulbright, Bond Counsel (email)
	Laura D. Prine, City Clerk (email)	Maria Urbina, HTS (email)

## **RESOLUTION**

A RESOLUTION ASKING CITY COUNCIL TO AUTHORIZE THE ISSUANCE OF UP TO \$9,100,000 OF CITY OF EL PASO MUNICIPAL DRAINAGE UTILITY SYSTEM REFUNDING BONDS TAXABLE SERIES 2021 TO ADVANCE REFUND UP TO \$8,555,000 OF BONDS SERIES 2012, AND FUND RELATED TRANSACTION COSTS, AND AUTHORIZE THE ISSUANCE OF UP TO \$15,250,000 OF CITY OF EL PASO MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS SERIES 2021A TO PAY OFF \$15,000,000 IN DIRECT FUNDED REVOLVING NOTES, AND FUND INTEREST AND RELATED TRANSACTION COSTS; PROVIDED THAT CERTAIN PARAMETERS ARE MET.

WHEREAS, on June 19, 2007, the City Council of the City of El Paso, Texas (the City) established the El Paso Texas Municipal Drainage Utility System (the System) by Ordinance Number 01668 for the management and control of stormwater drainage and infrastructure; and,

WHEREAS, the City Council, as authorized by State law, vested the complete management and control of the System in the El Paso Water Utilities Public Service Board (the Board); and,

WHEREAS; the City Council has heretofore authorized and issued City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2012, dated June 15, 2012 (the Refunded Bonds); and,

WHEREAS, the Board hereby finds and determines that it is in the best interests of the System and the City to refund all or a portion of the Refunded Bonds in order to achieve a present value debt service savings; and,

WHEREAS, at the request of the Board, the City Council previously established a revolving note program to be known as the "City of El Paso, Texas Municipal Drainage Utility System Revolving Note Private Placement Program" (the Program) and authorized the issuance of notes under such Program (the Notes) to provide interim financing for additions, improvements and extensions to the System and to refund obligations issued in connection with the Program; and,

WHEREAS, the Board hereby finds and determines that it is in the best interest of the System and the City to refund all or a portion of the outstanding Notes at this time for the purposes of making such debt long-term fixed rate debt of the System; and,

WHEREAS in order to take advantage of such potential savings and to fix out such outstanding Notes, the Board requests the City to authorize the issuance of up to \$9,100,000 of City of El Paso Municipal Drainage Utility System Revenue Refunding Bonds Taxable Series 2021 and up to \$15,250,000 of City of El Paso Municipal Drainage Utility System Revenue Refunding Bonds Series 2021A for the purposes described above and to fund related transaction costs.

**NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:**

**Section 1.** That the findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the Board and made a part of this Resolution for all purposes.

**Section 2.** That the El Paso Water Utilities Public Service Board hereby adopts this Resolution asking City Council to authorize the issuance of up to \$9,100,000 of City of El Paso Municipal Drainage Utility System Revenue Refunding Bonds, Taxable Series 2021 to refund \$8,550,000 of Refunded Bonds and up to \$15,250,000 of City of El Paso Municipal Drainage Utility System Revenue Refunding Bonds Series 2021A to pay off \$15,000,000 in Notes, and to fund any associated interest and related transaction costs; provided that certain parameters approved by the Board and the City Council are met.

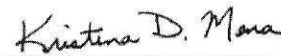
**PASSED AND APPROVED** at the regular meeting of the Public Service Board, this 10th day of February, 2021, at which meeting a quorum was present and which was held in accordance with the provisions of Texas Government Code, Sections 551.001, et. seq.

ATTEST:



Terri Garcia, Secretary/Treasurer

EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD



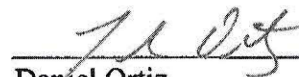
Kristina D. Mena, Chair

APPROVED AS TO CONTENT:



Arturo Duran  
Chief Financial Officer

APPROVED AS TO FORM:



Daniel Ortiz  
General Counsel



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ORDINANCE NO. \_\_\_\_\_

AUTHORIZING THE ISSUANCE OF

CITY OF EL PASO, TEXAS,  
MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS,  
TAXABLE SERIES 2021

Adopted: March 2, 2021

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AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF EL PASO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS, TAXABLE SERIES 2021” TO REFUND CERTAIN PREVIOUSLY ISSUED OBLIGATIONS OF THE CITY; AND RESOLVING MATTERS WHICH ARE NECESSARY TO EFFECT SUCH ISSUANCE, INCLUDING THE DELEGATION OF MATTERS RELATING TO THE SALE AND ISSUANCE OF THE BONDS TO AN AUTHORIZED CITY OFFICER OR EMPLOYEE WITHIN CERTAIN SPECIFIED PARAMETERS

WHEREAS, in accordance with the Constitution and the laws of the State of Texas, specifically Chapter 552 of the Texas Local Government Code, as amended, formerly known as Subchapter C of Chapter 402 of the Texas Local Government Code (the “Act”), the City of El Paso, Texas (the “City”) held public hearings on the creation of a municipal drainage utility system and adopted Ordinance No. 016668 on June 19, 2007 establishing and declaring the creation of the City’s Municipal Drainage Utility System (the “System”) within the municipal boundaries and unincorporated extraterritorial jurisdiction of the City; and

WHEREAS, in accordance with the Constitution and the laws of the State of Texas, specifically Texas Government Code, Chapter 1502, as amended, the City has previously issued municipal drainage utility system revenue bonds (the “Previously Issued Bonds”) payable from and secured by a first and superior lien on and pledge of the net revenues of the System; and

WHEREAS, there has been filed with the City Council one or more resolutions adopted and approved by the Public Service Board requesting the City Council to approve the issuance and sale of the City’s revenue bonds for the purpose of refunding certain outstanding obligations secured by revenues of the System; and

WHEREAS, the City has previously issued the following described bonds which are payable from the net revenues of the System (hereinafter referred to as the “Refunded Bonds”), to wit: City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2012, authorized by an ordinance duly adopted on May 29, 2012; and

WHEREAS, the City by this Ordinance and in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (“Chapter 1207”), is delegating to the Pricing Officer (hereinafter defined) the authority to establish the terms and details related to the issuance and sale of the bonds authorized by this Ordinance (the “Bonds”) including: (i) the principal amount of the Refunded Bonds to be refunded, (ii) the form and designation of the Bonds; (iii) the principal amount of the Bonds and the amount of the Bonds to mature in each year; (iv) the dates, price, interest rates, interest payment dates, principal payment dates, and redemption features of the Bonds; and (v) any other details relating to the issuance, sale, delivery, and/or exchange of the Bonds, all within certain specified parameters set forth herein; and

WHEREAS, the City Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Bonds in order to achieve a present value debt service savings, with such savings, among other information and terms, to be included in a

pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Chapter 1207; and

WHEREAS, in the ordinances authorizing the Previously Issued Bonds, the City reserved the right and option to issue, under certain conditions, "Additional Bonds" on a parity as to lien and right with such bonds; and

WHEREAS, a public hearing was held, following proper publication of notice thereof, before the City Council with respect to the adoption of this Ordinance; and

WHEREAS, the City Council has found and determined that the bonds herein authorized should be issued on a parity with its Previously Issued Bonds, for the purposes aforesaid, pursuant to this Ordinance and as permitted by the General Laws of the State of Texas, particularly Chapter 1207; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of such meeting was given as required by Texas Government Code, Chapter 551, as amended;

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

## ARTICLE 1

### DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

"Act" means Chapter 552 of the Texas Local Government Code, as amended.

"Additional Bonds" means the additional revenue bonds permitted to be issued on a parity with the Bonds and the Previously Issued Bonds by Section 10.03(a) of this Ordinance.

"Average Annual Debt Service" means an amount which, at the time of computation, is derived by dividing the total amount of Debt Service to be paid over a period of years as the same is scheduled to become due and payable by the number of years taken into account in determining the total Debt Service. Capitalized interest payments provided from bond proceeds shall be excluded in making the aforementioned computation.

"Board" or "Board of Trustees" means that certain board of trustees known as the "Public Service Board" heretofore established for the purpose of managing the System and other water utilities of the City, as represented by the various persons appointed from time to time, and any successors thereto.

"Bond" means any of the Bonds.

“Bonds” means the System revenue bonds of the City issued pursuant to authorization granted by this Ordinance, when and if issued.

“Bonds Similarly Secured” means collectively, the Previously Issued Bonds, the Bonds and Additional Bonds.

“Bond Counsel” means a firm of nationally recognized attorneys experienced in the issuance of bonds and acceptable to the City, initially Norton Rose Fulbright US LLP.

“Bullet Obligation” means all Bonds Similarly Secured of a series maturing in any single year in a principal amount that totals at least 15% of the initial aggregate principal amount of the entire series of such Bonds Similarly Secured.

“Business Day” means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located in the State of Texas are generally authorized or obligated by law or executive order to close.

“Chapter 1207” means Texas Government Code, Chapter 1207, as amended.

“Chapter 1502” means Texas Government Code, Chapter 1502, as amended.

“City” means the City of El Paso, Texas, and with respect to those matters requiring action regarding the authority and control of management and operation of the System or the expenditure and application of the System’s revenues, “City” shall mean the Board acting on behalf of the City.

“City Council” means the governing body of the City of El Paso, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

“Debt Service” means as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of premium if any, and interest (to the extent not capitalized) on such obligations; provided, however, that in making such calculation the following rules shall apply:

(1) For any series of Bonds Similarly Secured issued at a variable rate, that such obligations bear, or would have borne, interest at the highest rate of (i) the actual rate on the date of calculation, or if the indebtedness is not yet outstanding, the initial rate (if established and binding), (ii) if the indebtedness has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation and (iii) (A) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Internal Revenue Code, the most recently published Bond Buyer “Revenue

Bond Index” (or comparable index if no longer published) plus 50 basis points, or (B) if interest is not so excludable, the interest rate on direct United States Treasury Obligations with comparable maturities plus 50 basis points; provided, however, that for purposes of any rate covenant measuring actual debt service during a test period, variable rate indebtedness shall be deemed to bear interest at the actual rate per annum applicable during the test period; and

(2) For any series of Bonds Similarly Secured issued as Short Term Obligations, Demand Obligations, or Bullet Obligations, Debt Service may be computed on the assumption that the principal amount shall be refinanced at maturity (or an earlier date on which principal thereof is payable on demand) by fixed rate Bonds Similarly Secured bearing interest at (a) if the interest on such obligations is excludable from gross income of the owners thereof for federal income tax purposes, a Revenue Bond Index published by the Bond Buyer or any successor publication or (b) if the interest on such obligations is not excludable from gross income of the owners thereof for federal income tax purposes, the yield on the Treasury Constant Maturity Series as reported in Federal Reserve Statistical Release H.15, Selected Interest Rates of the Board of Governors of the Federal Reserve System, or any successor publication as certified by the City’s financial advisor, in both cases (a) and (b) within 30 days prior to the date of such calculation (or the gross fixed or capped rate payable by the City under an interest rate swap or cap agreement that substantially hedges the rate of interest on such Bonds Similarly Secured) and maturing in substantially equal annual payments of principal and interest over a term of 25 years (or such longer period as a nationally recognized financial advisor or investment banker certifies is then reasonably attainable) or less; and

(3) For any series of Bonds Similarly Secured for which the City is entitled to receive payments from the federal or state government in such period on account of, and substantially contemporaneously with, interest paid on such Bonds Similarly Secured, the amount to be received in such period shall be deducted from such interest in computing Debt Service.

“Demand Obligations” means any Bonds Similarly Secured the principal of which is payable by the City on demand of the owner or holder thereof.

“Depository Bank” means any financial institution duly designated by the Board to serve as a depository for funds controlled by the Board.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its designated office specified in the Pricing Certificate, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“EPWU” means the El Paso Water Utilities, a component unit of the City of El Paso and any successors thereto.



“Escrow Agent” means the Escrow Agent, if any, appointed and approved in the Pricing Certificate.

“Escrow Agreement” means the Escrow Agreement, if any, by and between the City and the Escrow Agent appointed and approved in the Pricing Certificate.

“Financial Advisor” means a registered “municipal advisor” under Section 15B of the Securities Exchange Act of 1934, as amended, selected by the City to provide advice to the City in the area of municipal financial products or the issuance of municipal securities, initially Hilltop Securities Inc.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the twelve month financial accounting period used by the Board in connection with the operation of the System which may be any twelve consecutive month period established by the Board.

“Government Obligations” means, unless otherwise provided in the Pricing Certificate, (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

“Improvement Fund” means the fund by such name described in Section 8.01(a)(iv) hereof.

“Initial Bond” means the Initial Bond authorized by Section 3.03 of this Ordinance.

“Initial Date” means the date designated as the Initial Date in the Pricing Certificate.

“Interest and Sinking Fund” means the fund by that name described in Section 8.01(a) hereof.

“Interest Payment Date” means the date or dates on which interest on the principal of the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such

dates being March 1 and September 1, commencing on the date specified in the Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” shall mean Revenues of the System, with respect to any period, after deducting the System’s Operating and Maintenance Expenses during such period.

“Note Payment Fund” means the fund so designated in Section 8.01(b) hereof.

“Operating and Maintenance Expenses” shall mean all current expenses of operating and maintaining the System not paid from the proceeds of any Debt, including all salaries, labor, materials and administrative costs, allocable under generally accepted accounting principles, to the System. Depreciation charges and other costs and disbursements which may be capitalized under generally accepted accounting principles shall not be considered Operating and Maintenance Expenses.

“Outstanding” means when used in this Ordinance with respect to Bonds or Bonds Similarly Secured, as the case may be, means, as of the date of determination, all Bonds and Bonds Similarly Secured theretofore sold, issued and delivered by the City, except:

- (1) Bonds or Bonds Similarly Secured canceled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;
- (2) Bonds or Bonds Similarly Secured paid or deemed to be paid in accordance with applicable law; and
- (3) Bonds or Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

“Owner” means the person who is the registered owner of a Bond or Bonds.

“Paying Agent/Registrar” means Wells Fargo Bank, National Association, (or such other entity or banking association determined by the Pricing Officer in the Pricing Certificate) or any successor thereto or replacement therefor as provided in this Ordinance.

“Pricing Certificate” means the pricing certificate that sets forth the terms of the Bonds in accordance with Section 3.02 of this Ordinance and is executed by the Pricing Officer, all in accordance with the provisions of Chapter 1207.

“Pricing Officer” means the President/Chief Executive Officer of the EPWU, or in the absence thereof, the Vice President of Strategic, Financial and Management Services of the EPWU or the Chief Financial Officer of the EPWU, each acting in such capacity severally and not jointly.

“Previously Issued Bonds” means the outstanding bonds of the following issues: (1) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2009A, (2) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2012, (3) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2015, (4) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2016, and (5) City of El Paso, Texas, Municipal Drainage Utility System Revenue Improvement and Refunding Bonds, Series 2017.

“Purchaser” means the initial purchaser of the Bonds issued hereunder as named in the Pricing Certificate.

“Record Date” means with respect to each interest payment date the fifteenth day of the month next preceding such interest payment date.

“Refunded Bonds” means the bonds to be refunded by the Bonds identified in the preamble of this Ordinance and further described in the Pricing Certificate.

“Register” means the Register specified in Section 3.07 of this Ordinance.

“Reserve Fund” means the fund by that name described in Section 8.01(a)(iii) hereof.

“Reserve Fund Requirement” means the amount which is equal to the lesser of (i) the Average Annual Debt Service (calculated on a Fiscal Year basis) for all Bonds Similarly Secured then Outstanding, as determined on the date each series of Additional Bonds are delivered or incurred, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations promulgated.

“Revenue Fund” means the Drainage Utility System Revenue Fund established in Section 8.01(a)(i) hereof.

“Revenues” shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding restricted gifts, grants in aid of construction and any amounts received from drainage charges specifically provided by ordinance for contribution to the funding of future drainage system construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Bonds Similarly Secured and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, and excluding those amounts subject to payment to the United States of America as rebate pursuant to section 148 of the Code and any federal subsidies received pursuant to section 6431 of the Code.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

“Short Term Obligations” means each series of bonds, notes and other debt obligations issued pursuant to a commercial paper or other similar financing program, the payment of principal of which is scheduled to be payable within one year from the date of issuance and is contemplated at the time of issuance to be refinanced through the issuance of Additional Bonds.

“Subordinate Lien Obligations” shall mean the obligations of the City under the City’s Tax-Exempt Revolving Notes, Series A and Taxable Revolving Notes, Series B and the documents pertaining thereto.

“System” or “Municipal Drainage Utility System” shall mean all land, easements and interest in land, together with all structures, equipment and facilities used in draining benefitted property (within the meaning of the Act), including, but not limited to, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses (but excluding City parks, roads, streets and bridges in existence on June 19, 2007) and excluding the property or entities exempted from the Act pursuant to Section 552.053 of the Act.

Section 1.02 Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

## ARTICLE 2

### SECURITY FOR THE BONDS

Section 2.01 Security for the Bonds. The Bonds Similarly Secured, both principal and interest, are and shall be equally and ratably secured by and payable from an irrevocable first lien on and pledge of the Net Revenues.

Section 2.02 Limited Obligations. The Bonds Similarly Secured are special obligations of the City, payable solely from the Net Revenues, and do not constitute a prohibited indebtedness of the City. The Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation.

Section 2.03 Security Interest. The City represents that, under Chapter 1208.002, Texas Government Code, a security interest in property, other than real property, that is created by the City is valid and effective according to the terms of the security agreement and is perfected from the time the security agreement is entered into or adopted continuously through the termination of the security interest, without physical delivery or transfer of control of the property, filing of a document, or another act. The City covenants that, if Chapter 1208.002 is amended at any time while the Bonds Similarly Secured are Outstanding, the City shall take all actions required in order to preserve for the Owners of the Previously Issued Bonds, the Bonds or Additional Bonds a perfected security interest in the property in which such security interest is granted pursuant to Section 2.01 hereof.

### ARTICLE 3

#### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization. Revenue bonds of the City are hereby authorized to be issued in the maximum aggregate principal amount set forth in Section 3.02 hereof. Unless otherwise specified in the Pricing Certificate, such revenue bonds shall be designated and bear the title the “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Taxable Series 2021”. The Bonds shall be issued for the purposes of (i) refunding all or a portion of the Refunded Bonds and (ii) paying the costs of issuing the Bonds, all as provided in the Pricing Certificate and in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207 and the Charter of the City.

#### Section 3.02 Delegation of Authority to Pricing Officer.

(a) As authorized by Chapter 1207, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities or series (whole or part) of the Refunded Bonds to be refunded, determining the aggregate original principal amount of the Bonds, the Initial Date of the Bonds, any different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the terms of any bond insurance applicable to the Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the designation of a paying agent/registrar, the designation of an escrow agent, if necessary, and all other matters relating to the issuance, sale, and delivery of the Bonds all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of Bonds shall not exceed \$9,100,000;

(ii) the aggregate true interest cost percentage for the Bonds shall not exceed 2.75%;

(iii) the refunding of the Refunded Bonds must produce present value debt service savings of at least three percent (3.00%), net of any issuer contribution; and

(iv) the maximum maturity date for the Bonds shall not exceed March 1, 2032.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purpose for which the Bonds are authorized and to pay costs of issuing the Bonds. Unless otherwise extended by an act of City Council, the delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days from the date hereof.

(c) The execution of each Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchaser.

(d) If the Pricing Officer determines that such insurance results in a net reduction of the City's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company (the "Insurer") a municipal bond insurance policy in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the City to obtain a municipal bond insurance policy, for so long as such policy is in effect, the requirements of the Insurer relating to the issuance of such policies are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. Each of the City Manager of the City, the President/Chief Executive Officer of the EPWU and the Pricing Officer shall have the authority to execute any documents to effect the issuance of such policy by the Insurer.

### Section 3.03 Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall have the Initial Date specified in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, and shall be numbered consecutively from one upward, except the Initial Bond, which shall be numbered as specified in Section 6.02.

(b) The Bonds shall be in the denomination of the principal amount of the Initial Bond or any lesser amount if there is any partial payment of the principal amount of the Bonds, or such other amount as may be specified in the Pricing Certificate, shall mature on March 1 or September 1 in the years and in the principal amounts and shall bear interest at the per annum rates as specified in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or earlier redemption from the date specified in the Pricing Certificate or the most recent interest payment date to which interest has been paid or provided for at the per annum rates specified in

the schedule contained in the Pricing Certificate. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing on the date specified in the Pricing Certificate, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.04 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be paid to the Owners thereof as shown in the Register at the close of business on the Record Date by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment by United States mail, first-class, postage prepaid, to the address of such person as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a Bond on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(f) Unclaimed payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the unclaimed payments pertain. Subject to Title 6 of the Texas Property Code, payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.05 Execution and Initial Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Clerk or Alternate City Clerk as of the date of adoption of this Ordinance, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(a) In the event any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(b) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that they are valid and binding special obligations of the City, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(c) On the Closing Date, one Initial Bond, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Clerk or Alternate City Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts will be delivered to the Purchaser or its designee. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchaser, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor a definitive Bond of authorized denomination, the stated maturity, principal amount and bearing the interest rate for transfer and delivery to the holder named at the address identified therefor; all pursuant to and in accordance with such written instructions from the Purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

### Section 3.06 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal, for the further purpose of making and receiving payment of the interest thereon (subject to the terms of this Ordinance requiring the Paying Agent/Registrar to make payments of interest to the person who is the registered owner on the Record Date or the Special Record Date), and for all other purposes, whether or not such Bond is



overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

### Section 3.07 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) Registration of any Bond may be transferred in the Register only in whole and only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Bonds, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the bond registered in the name of such assignee. No transfer of any Bond shall be effective until entered in the Register. Upon assignment and transfer of any Bond, a new Bond will be issued by the Paying Agent/Registrar in exchange for such transferred and assigned Bond. To the extent possible the Paying Agent/Registrar will issue such new Bond in not more than three business days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Bond may be exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided herein, a substitute Bond having the same maturity date, bearing interest at the same rate, in the denomination, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. To the extent possible, a new Bond will be required to be delivered by the Paying Agent/Registrar to the registered owner of the Bond or Bonds in not more than three business days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Bond issued in exchange for any Bond assigned or transferred shall be of the same tenor and shall have the same maturity date and bear interest at the same rate and in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange the Bonds as provided herein, and each substitute Bond delivered in accordance with

this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration of the Bonds and the subsequent exchange of the Bonds pursuant to the provisions hereof. However, the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond. In addition, the City hereby covenants with the Owners of the Bonds that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration and exchange of Bonds as provided herein to the extent such fees and charges are payable hereunder by the City.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the owner of the uncalled principal balance of a Bond.

#### Section 3.08 Cancellation and Authentication.

(a) All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be canceled upon the making of proper records regarding such payment, redemption, exchange or replacement.

(b) Each substitute Bond issued in exchange for or replacement of (pursuant to the provisions of Section 3.10 hereof) any Bond or Bonds issued under this Ordinance shall have printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such bond, manually sign and date such Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Bond, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Texas Government Code, Chapter 1201, as amended, the duty of exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the exchanged or replaced Bonds shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

### Section 3.09 Temporary Bonds.

(a) Pending the preparation of definitive Bonds, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance. The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity, in definitive form, in the authorized denomination, and in the same aggregate principal amount as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

### Section 3.10 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City, to save each of them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such

original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, without the necessity of issuing a replacement Bond, may pay such Bond on the date on which such Bond becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

#### ARTICLE 4

##### REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption. The Bonds shall be subject to redemption before their scheduled maturity only as provided in the Pricing Certificate.

#### ARTICLE 5

##### PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

(a) Unless otherwise specified in the Pricing Certificate, Wells Fargo Bank, National Association, a national banking association organized under the laws of the United States of America authorized to do business in the State of Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

(b) The Pricing Officer is authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar substantially in the form attached hereto as **Exhibit A**.

Section 5.02 Qualifications of Paying Agent/Registrar. Each Paying Agent/Registrar shall be a commercial bank, a national banking association trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as, and perform the duties and services of, paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination of Paying Agent/Registrar. The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated a certified copy of a resolution of the City (i) giving notice of the termination of the appointment, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar.

Section 5.05 Notice of Change of Paying Agent/Registrar to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first-class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement of Paying Agent/Registrar to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07 Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

## ARTICLE 6

### FORM OF THE BONDS

#### Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in **Exhibit B** attached hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association, if any) and such legends and endorsements (including any applicable statement of insurance and any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof. The Pricing Certificate shall set forth the final and controlling terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(b) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner,

all as determined by the officers executing such Bonds, as evidenced by their execution thereof. The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds. The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas (which shall only appear on the Initial Bond), the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially in the form of attached **Exhibit B**.

Section 6.03 CUSIP Registration. The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving such Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion. The approving legal opinion of Bond Counsel, may be attached to or printed on each Bond over the certification of the City Clerk or Alternate City Clerk of the City, which certification may be executed in facsimile.

Section 6.05 Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

## ARTICLE 7

### PUBLIC SERVICE BOARD

#### Section 7.01 Public Service Board.

(a) Pursuant to the authority contained in Texas Government Code, Section 1502.071, as amended, during such time as any of the Bonds herein authorized are outstanding and unpaid, the Board shall have complete authority and control of the management and operation of the System.

(b) The Board shall consist of seven members, one of whom shall be the Mayor of the City who shall ex officio be one member of the Board. Each term of office shall be four years with no member being appointed to more than two consecutive terms. To the extent not prohibited by State law or in conflict with the ordinances authorizing the Bonds Similarly Secured, each member shall continue to serve until his or her successor is appointed and qualified, or until 30 days have passed beyond the expiration of such term, whichever event occurs first. After that time a vacancy on the Board shall exist and the former member shall have no power to vote or participate in Board proceedings; but such vacancy shall not serve to reduce the number of members required for a quorum.

Each vacancy in Board membership whether occasioned by expiration of office or otherwise shall be filled by the City Council from three persons eligible to serve as Board

members and presented to City Council. A selection committee selected by the City Council and comprised of the Board and such additional members as appointed by City Council shall agree upon and submit to City Council the names of such three eligible persons.

Any member of the Board, other than the Mayor, who shall be continuously absent from all meetings of the Board for a period of three consecutive months shall, unless he or she shall be granted leave of absence by the unanimous vote of the remaining members of the Board, be removed from office, but only for adequate cause. As City Council appointees, members of the Board are subject to the City's ethics ordinance, Chapter 2.92 of the City Code of the City, as amended, and must comply with the applicable provisions contained therein.

(c) The Board shall elect one of its own members as Chairman and one as Vice-Chairman and appoint a Secretary and a Treasurer or a Secretary-Treasurer, who may, but need not, be a member or members of the Board. The Board may make such regulations or any by-laws for the orderly handling of its affairs as it may in its discretion see fit and shall thereafter, subject to the pertinent laws of the State of Texas, operate and manage the System with the same freedom and in the same manner as are ordinarily enjoyed by the Board of Directors of a private corporation operating properties of a similar nature.

Subject to the provisions and restrictions contained in this Ordinance, all of which shall be binding on the Board, the Board shall have complete authority and control of the management and operations of the System and the expenditure and application of its revenues.

(d) The Board shall elect or appoint all officers and employees which it may consider desirable, including a President/Chief Executive Officer of the EPWU. The President/Chief Executive Officer shall be responsible to appoint officers and employees that directly report to the President/Chief Executive Officer, including, an attorney or attorneys, vice president(s) and such other personnel that directly report to the President/Chief Executive Officer. All other officers and employees, except members of the Board, the President/Chief Executive Officer, attorneys, vice president(s) and persons directly reporting to the President/Chief Executive Officer or vice president(s) shall serve under the City Civil Service provisions as are or may be established by the Charter of the City or the laws of Texas, and the Board shall have the same authority with respect to such officers and employees as that of the City Council with respect to other officers and other employees of the City. The Board shall obtain and keep continually in force an employers' fidelity and indemnity bond of the so-called blanket type, written by a solvent and recognized indemnity company, and covering losses to the amount not to exceed \$50,000.

(e) The members of the Board, other than the Mayor shall, for each meeting attended, receive the sum of \$20.00, except that the amount so paid to any member of the Board in any fiscal year shall not exceed \$5,000. The members of the Board shall not personally be liable for any act or omission not willfully fraudulent or committed in bad faith.

## ARTICLE 8

### FUNDS; FLOW OF FUNDS

#### Section 8.01 Special Funds.

(a) The City covenants and agrees that all revenues derived from the operation of the System shall be kept separate from other funds of the City. To that end, the following special funds heretofore established are hereby reaffirmed and shall be maintained at the Depository Bank so long as any of the Bonds Similarly Secured are Outstanding, to-wit:

(i) “City of El Paso, Texas, Municipal Drainage Utility System Revenue Fund” (herein called the “Revenue Fund”);

(ii) “City of El Paso, Texas, Municipal Drainage Utility System Bonds Interest and Sinking Fund” (herein called the “Interest and Sinking Fund”);

(iii) “City of El Paso, Texas, Municipal Drainage Utility System Bonds Reserve Fund” (herein called the “Reserve Fund”); and

(iv) “City of El Paso, Texas, Municipal Drainage Utility System Improvement Fund” (herein called the “Improvement Fund”).

The Interest and Sinking Fund and the Reserve Fund shall be held in trust solely for the benefits of the Owners and the Owners of the Bonds Similarly Secured.

(b) The “City of El Paso, Texas Municipal Drainage Utility System Revolving Note Payment Fund” (the “Note Payment Fund”) heretofore created by the ordinance authorizing the City’s Tax-Exempt Revolving Notes, Series A and Taxable Revolving Notes, Series B, herein referred to as the “Subordinate Lien Obligations,” is hereby reaffirmed.

Section 8.02 Revenue Fund. All Revenues shall be deposited from day to day as collected into the Revenue Fund. Moneys on deposit in the Revenue Fund shall first be used to pay all Operating and Maintenance Expenses. The Revenues of the System not actually required to pay Operating and Maintenance Expenses (the “Net Revenues”) shall be transferred from the Revenue Fund to the other Funds in this Ordinance, in the order of priority, in the manner, and in the amounts set forth below:

(a) Interest and Sinking Fund. In addition to the deposits required by ordinances authorizing the Previously Issued Bonds, there shall be deposited into the Interest and Sinking Fund the following:

(i) such amounts, in equal monthly installments, commencing on the first day of the month next following the Closing Date, and on the first day of each month thereafter, as will be sufficient to pay the interest scheduled to come due on the Bonds on the next interest payment date, less any amounts already on deposit therein for such purpose derived from the proceeds of the Bonds or from any other lawfully available source; and



(ii) such amounts, in equal monthly installments, commencing on the first day of the month next following the Closing Date, and on the first day of each month thereafter, as will be sufficient to pay the next maturing principal of the Bonds, including any scheduled mandatory redemption of Bonds.

The Interest and Sinking Fund shall be used to pay the principal of and interest on the Bonds Similarly Secured as such principal matures and such interest becomes due.

(b) Reserve Fund. So long as the funds on deposit in the Reserve Fund created for the benefit of the Bonds Similarly Secured are equal to the Reserve Fund Requirement, no deposits need to be made to the credit of the Reserve Fund; but should the Reserve Fund at any time contain less than the Reserve Fund Requirement, then, subject and subordinate to making the required deposits to the credit of the Interest and Sinking Fund, the City shall transfer from the Net Revenues in the Revenue Fund and deposit to the credit of the Reserve Fund, on the first day of each month, such amounts in equal monthly installments to accumulate within sixty (60) months a sum equal to the Reserve Fund Requirement. The money on deposit in the Reserve Fund may be used to pay the principal of and interest on the Bonds Similarly Secured at any time there are not sufficient funds on deposit in the Interest and Sinking Fund for such purpose.

In accordance with the procedures specified in the preceding paragraph, the City hereby directs that the deposits, if any, being made to the Reserve Fund be increased to accumulate in the Reserve Fund within sixty (60) months from the date of the Bonds an amount equal to the Reserve Fund Requirement.

Notwithstanding anything herein to the contrary, the City retains the right, with respect to the Bonds and subsequent issues of Additional Bonds to fund the Reserve Fund Requirement in whole or in part with a surety bond or insurance policy issued by an insurance company or other entity that is rated either for the long term unsecured debt of the issuer of such surety bond or for obligations insured, secured or guaranteed by such issuer have a rating in the highest letter category by two major municipal securities rating or evaluation services, and money deposited to the credit of the Reserve Fund may be used to make any payments required to satisfy the City's repayment obligation to the issuer of such surety bond or insurance policy in the same manner and with like effect as if such payments were being used to accumulate, maintain or restore the Reserve Fund Requirement in cash or with authorized investments.

(c) Note Payment Fund. In addition to the foregoing deposits, in order to provide for the payment of and security for any Subordinate Lien Obligations there shall be deposited to the Note Payment Fund amounts sufficient to pay when due the principal of and interest on the Subordinate Lien Obligations.

(d) Improvement Fund. All money remaining in the Revenue Fund at the end of each month after all payments required to be made therefrom in such month have been made and all deficiencies accumulated from prior months have been remedied shall continue to be paid to the Improvement Fund established in connection with the System, and shall be held in and paid out from such Fund for the following purposes:

(i) To pay the cost of any special or extraordinary repairs or replacements to or of the properties comprising the System, properly payable with

such money under the laws of the State of Texas, necessitated by reason of some emergency; and

(ii) To the extent now or hereafter permitted by law, any lawful purpose.

Section 8.03 Investment of Funds.

(a) Money deposited to the credit of any Fund referenced in this Ordinance may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from such Funds will be available at the proper time or times. Such investments (except State and Local Government Series investments held in book entry form, which shall at all times be valued at cost) shall be valued in terms of current market value within 45 days of the close of each Fiscal Year and, with respect to investments held for the account of the Reserve Fund, within 30 days of the date of passage of each ordinance authorizing the issuance of Additional Bonds. All interest and income derived from deposits and investments in the Interest and Sinking Fund immediately shall be credited to, and any losses debited to, the Interest and Sinking Fund. All interest and interest income derived from deposits in and investments of the Reserve Fund shall, subject to the limitations provided in Section 8.02(b) hereof, be credited to and deposited in the Revenue Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

All moneys on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds.

Section 8.04 Contributions in Aid of Construction. Any moneys that may be received by the Board that shall represent contributions in aid of construction shall be deposited in a separate account at the Depository Bank. Such contributions shall not be considered as part of the Revenues of the System. Payments from such bank account shall be made only for the purposes for which the contributions were made, including any refunds that may become due to any contributor.

## ARTICLE 9

### DEPOSIT OF PROCEEDS; CONTROL AND DELIVERY OF BONDS

Section 9.01 Deposit of Proceeds.

(a) The proceeds of sale of the Bonds shall be disbursed by the Paying Agent/Registrar on the Closing Date pursuant to written instructions from the City's Financial Advisor.

(b) All amounts, if any, received on the Closing Date as accrued interest on the Bonds shall be deposited to the Interest and Sinking Fund.

(c) Bond proceeds, less the accrued interest, if any, referenced in the preceding paragraph, amounts to pay costs of issuance and amounts to pay municipal bond insurance premium, if any, shall be deposited as provided in the Pricing Certificate.

#### Section 9.02 Control and Delivery of Bonds.

(a) The Mayor, or in his absence, the Mayor Pro-Tem, is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision of the City Manager of the City or the President/Chief Executive Officer of the EPWU against receipt by the City of all amounts due the City under the terms of the sale.

### ARTICLE 10

#### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01 Insurance. The City hereby agrees that it will carry at all times for the benefit of the Owners of the Bonds, such insurance on the System that is reasonably obtainable of the kinds and in the amounts which are usually carried by private companies operating similar properties. Such insurance may be provided by means of a self-insurance fund in which event deposits to such fund shall be a maintenance and operating expense of the System.

Section 10.02 Books and Records. The City hereby covenants and agrees that complete and proper books of records and account will be kept and that the Owners of any of the Bonds, or any duly authorized agent or agents of such Owners, shall have the right to inspect such records at all reasonable times. The Board will within sixty (60) days following the close of each fiscal year, cause an audit of the books and accounts to be made by an independent firm of certified public accountants and that such audit will be available for inspection by the Owners of any of the Bonds.

#### Section 10.03 Additional Covenants.

(a) Additional Bonds. The City may issue "Additional Bonds" if the following conditions are met:

(i) the City is not then in default as to any covenant, condition or obligation prescribed by an ordinance authorizing the issuance of any bonds payable from and secured by a first lien on and pledge of the Net Revenues;

(ii) the Additional Bonds are made to mature on March 1 or September 1 in each of the years in which they are scheduled to mature;

(iii) the City has secured a certificate or opinion of a Certified Public Accountant to the effect that, according to the books and records of the City, the

Net Revenues for the last completed Fiscal Year, or for 12 consecutive months out of the 15 months, immediately preceding the date of issuance of the Additional Bonds (the date of issuance being the date of delivery of all or a portion of the Additional Bonds to the initial purchasers) are at least equal to 1.25 times the Average Annual Debt Service for all Outstanding Bonds Similarly Secured after giving effect to the issuance of the Additional Bonds then being issued. In making a determination of the Net Revenues, the Accountant may take into consideration a change in the charges for services afforded by the System that became effective at least sixty (60) days prior to the last day of the period for which Revenues are determined and, for purposes of satisfying the above Revenues test, make a pro forma determination of the Net Revenues of the System for the period of time covered by his certification or opinion based on such change in charges being in effect for the entire period covered by the certificate or opinion of the Accountant.

(iv) the Reserve Fund Requirement shall be increased as necessary and any such additional amount shall be accumulated in equal monthly installments during a period not to exceed sixty (60) months.

(b) Refunding Bonds. The City reserves the right to issue refunding bonds to refund all or any part of the Bonds Similarly Secured (pursuant to any law then available) upon such terms and conditions as the City Council of the City may deem to be in the best interest of the City and its inhabitants, and if less than all such Bonds Similarly Secured then Outstanding are refunded, the conditions precedent prescribed (for the issuance of Additional Bonds) set forth in subparagraph (a)(iii) of this Section shall be satisfied and the certificate of the Accountant required in subparagraph (a)(iii) shall give effect to the Debt Service requirements of the proposed refunding bonds (and shall not give effect to the Debt Service requirements of the Bonds Similarly Secured being refunded following their cancellation or provision being made for their payment).

(c) Obligations of Inferior Lien and Pledge. The City hereby reserves the right to issue obligations payable from and secured by a lien on and pledge of the Net Revenues of the System, junior and subordinate in rank and dignity to the lien and pledge securing the payment of the Bonds Similarly Secured, as may be authorized by the laws of the State of Texas.

(d) Maintain and Operate System Efficiently. The City and the Board hereby covenant, respectively, that they will maintain and operate the System with all possible efficiency, in good working order and at a reasonable cost while any of the Bonds remain Outstanding and faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State.

(e) Rate Covenant. The Board hereby covenants that it will establish and maintain rates for services supplied by the System which shall produce or yield Net Revenues equal to 1.25 times the Average Annual Debt Service requirements of all Bonds Similarly Secured.

(f) Debt Service Coverage Ratio. The Board hereby covenants that each Fiscal Year while the Bonds are Outstanding, it will operate the System in a manner that results in the Net

Revenues equaling 1.25 times the Average Annual Debt Service requirements of all Bonds Similarly Secured.

(g) Charges for Water and Sewer and Drainage Service. The City and the Board hereby covenant that charges for drainage services will be made jointly with charges made for the sale of water and sewer services. Such charges shall be required to be paid by the customer at the same time.

(h) Enforcement. To exercise and pursue with due diligence available remedies provided by law for the collection of delinquent drainage charges, including the power under Section 552.050 of the Act to discontinue all utility services, particularly water and sewer services provided by the City to a user of benefited property who is delinquent in the payment of drainage charges.

(i) Nonimpairment of Lien. The City and the Board hereby covenant, respectively, to take no action or omit to take any action, or suffer to be done or omitted to be done, any matter or thing whatsoever whereby the lien of the Bonds Similarly Secured on the Net Revenues of the System might or could be lost or impaired, and that the Board will pay or cause to be paid, or will make adequate provision for the satisfaction and discharge of all lawful claims and demands for labor, materials, supplies, or other objects which, if unpaid, might by law be given precedence to, or an equality with the Bonds Similarly Secured as a lien or charge upon the revenues of the System or any part thereof; provided that nothing in this subsection (i) shall be construed to require the Board to pay, discharge or make provision for any such lien, charge, claim or demand so long as the validity thereof shall be by it in good faith contested.

(j) No Sale or Encumbrance of System. The City and the Board hereby covenant, respectively, that they will not in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until the Bonds Similarly Secured shall have been paid in full as to both principal and interest; provided, however, that this covenant shall not be construed to prevent the disposal by the City of property, which in the Board's judgment has become inexpedient to use in connection with the System, when other property of equal value is substituted therefor or when the proceeds of such disposition of such property are placed in the Interest and Sinking Fund, in addition to all other amounts required to be placed in the Interest and Sinking Fund in the current fiscal year, and are used for the retirement of Bonds Similarly Secured in advance of their respective maturities.

(k) No Competing Systems. The City hereby covenants that it will not grant a franchise for the operation of any competing drainage system in the City until all Bonds Similarly Secured have been paid in full with respect to principal and interest.

(l) No Free Service. The Board hereby covenants that it will not permit free drainage to be supplied to the City or to any other user (other than those persons exempt under the Act and/or applicable law) and the City hereby agrees that it will pay from its general fund the reasonable value of all drainage services obtained from the System by the City and all departments and agencies thereof.

Section 10.04 Payment of Bonds. While any of the Bonds are Outstanding, the Chief Financial Officer of the EPWU shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Interest and Sinking Fund, and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds.

## ARTICLE 11

### DEFAULT AND REMEDIES

Section 11.01 Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Interest and Sinking Fund or the Reserve Fund as required by the Ordinance, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in the Ordinance, the Owner or Owners of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition or obligation prescribed in the Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, nor shall such delay or omission be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.02 Remedies Not Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

## ARTICLE 12

### DISCHARGE

Section 12.01 Discharge. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of Net Revenues of the System under this Ordinance and all covenants, agreements, and other obligations of the City to the Owners shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effective expressed in this Section when (i) money sufficient to pay in full

such Bonds or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the stated maturity thereof. In the event of a defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Obligations to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The City covenants that no deposit of moneys or Government Obligations will be made under this Section and no use will be made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or the regulations adopted pursuant thereto.

All moneys so deposited with the Paying Agent/Registrar or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section, which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the stated maturity of the Bonds such moneys were deposited and are held in trust to pay shall upon request of the City be remitted to the City against a written receipt therefor. The provisions of this paragraph are subject to the applicable unclaimed property law of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Obligations for the Government Obligations originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

## ARTICLE 13

### SALE AND DELIVERY OF BONDS

#### Section 13.01 Sale of Bonds.

(a) The Bonds authorized by this Ordinance may be sold by the City to the Purchaser by private placement, in accordance with an agreement to purchase or other agreement, in accordance with Article 3 hereof. The Pricing Officer is hereby authorized and directed to execute the agreement to purchase for and on behalf of the City and as the act and deed of this City Council.

(b) The City Manager, the President/Chief Executive Officer of the EPWU, the Vice President of Strategic, Financial and Management Services of the EPWU, the Chief Financial Officer of the EPWU or any other officer of the City are each authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the provisions and terms of this Ordinance and the Pricing Certificate.

(c) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of Norton Rose Fulbright US LLP, Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date. The engagement of such firm as Bond Counsel to the City in connection with the issuance of its System revenue bonds is hereby approved and confirmed.

## ARTICLE 14

### NO CONTINUING DISCLOSURE UNDERTAKING

Section 14.01 No Continuing Disclosure Undertaking. The Bonds are being sold by the City to the Purchaser by private placement, and, therefore, the Rule is not applicable to the offering of the Bonds. Notwithstanding the foregoing, so long as the Purchaser is the 100% owner of the Bonds, the City agrees to deliver to the Purchaser (1) within 180 days after the end of the Board's Fiscal Year, beginning with the Fiscal Year ending in 2021, the comprehensive annual financial report (CAFR) of the Board, the delivery of which CAFR may be made by its filing of such information with the MSRB on a publicly accessible website such as the Electronic Municipal Market Access (EMMA), and (2) any other financial information that the Purchaser may reasonably request from time to time.

## ARTICLE 15

### REDEMPTION OF REFUNDED BONDS; ESCROW AGENT

#### Section 15.01 Redemption of Refunded Bonds.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Bonds as selected by the Pricing Officer, the Refunded Bonds, identified, described, and in the amounts set forth in the Pricing Certificate, are called for redemption on the first date such Refunded Bonds are subject to redemption or such other date specified by the Pricing Officer in



the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance adopted by this City Council, which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to issue or cause to be issued Notices of Redemption for the Refunded Bonds in substantially the form set forth as an exhibit to the Pricing Certificate, to the paying agent/registrars for the Refunded Bonds, in accordance with the redemption provisions applicable to the Refunded Bonds.

(b) The paying agent/registrars for the Refunded Bonds is hereby directed to provide the appropriate notices of redemption as required by the ordinance authorizing the issuance of the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date specified in the Pricing Certificate.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, if any, or with the paying agent/registrars for the Refunded Bonds pursuant the provisions of Chapter 1207, this Ordinance and the Pricing Certificate.

#### Section 15.02 Escrow Agreement.

(a) An “Escrow Agreement” (the “Escrow Agreement”) by and between the City and an authorized escrow agent designated in the Pricing Certificate (the “Escrow Agent”), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement as executed by such Pricing Officer shall be deemed approved by this City Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Bonds;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent’s compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents’ charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement (the “Escrowed Securities”), if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchaser for deposit to the credit of the “CITY OF EL PASO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS, TAXABLE SERIES 2021 ESCROW FUND” (referred to herein as the “Escrow Fund”), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Chapter 1207, the Ordinance, the Pricing

Certificate and the Escrow Agreement. To the extent permitted by the Escrow Agreement and if the Pricing Officer determines such an arrangement is in the City's best interest, the Pricing Officer is authorized to direct the Escrow Agent to reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof in substituted Escrowed Securities and authorize the Escrow Agent to enter into any associated contract with a provider of such Escrowed Securities as long as any such substituted Escrowed Securities mature on the dates and in the amounts specified in a verification report as sufficient to pay the principal of and redemption premium, if any, and interest on the Refunded Bonds when due. All Escrowed Securities delivered under such an arrangement shall be delivered to the Escrow Agent on a "delivery versus payment" basis. To the extent the Pricing Officer determines such an arrangement is in the City's best interest, the Pricing Officer is authorized to sign any associated contract, agreement, certificate or instruction letter with respect to such arrangement.

On or immediately prior to the date of the delivery of the Bonds to the Purchaser, the Pricing Officer, or other authorized City official, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Bonds an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Bonds (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Bonds (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

## ARTICLE 16

### MISCELLANEOUS

#### Section 16.01 Amendment to Ordinance.

(a) ***Amendments Without Consent.*** This Ordinance, the Pricing Certificate, and the rights and obligations of the City and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Previously Issued Bonds, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the City contained in this Ordinance or the Pricing Certificate, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Ordinance or the Pricing Certificate;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Ordinance or the Pricing Certificate, upon receipt by the City of an opinion of nationally recognized bond counsel, that the same is needed for such purpose, and will more clearly express the intent of this Ordinance or the Pricing Certificate;

(iii) To supplement the security for the Bonds, replace or provide additional credit facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Bonds Similarly Secured, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Bonds Similarly Secured; or

(v) To make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the owners of outstanding Previously Issued Bonds.

Notice of any such amendment may be published by the City in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory resolution and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory resolution.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Ordinance, the owners of outstanding Bonds aggregating a majority in outstanding principal amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Ordinance or the Pricing Certificate which may be deemed necessary or desirable by the City; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the outstanding Bonds, the amendment of the terms and conditions in this Ordinance, in the Pricing Certificate or in the Bonds so as to:

(i) Make any change in the maturity of the outstanding Bonds;

(ii) Reduce the rate of interest borne by outstanding Bonds;

(iii) Reduce the amount of the principal payable on outstanding Bonds;

(iv) Modify the terms of payment of principal or interest on the outstanding Bonds, or impose any conditions with respect to such payment;

(v) Affect the rights of the owners of less than all Bonds then outstanding; or

(vi) Change the minimum percentage of the outstanding principal amount of Bonds necessary for consent to such amendment.

(c) ***Notice.*** If at any time the City shall desire to amend this Ordinance or the Pricing Certificate other than pursuant to subsection (a) of this Section, the City shall cause written notice of the proposed amendment to be given by certified mail to each registered owner of the Bonds affected at the address shown on the Register. Such notice shall briefly set forth the

nature of the proposed amendment and shall state that a copy thereof is on file with the City Clerk or Alternate City Clerk for inspection by all owners of Bonds.

(d) ***Consent Irrevocable.*** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of eighteen (18) months from the date of mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after eighteen (18) months from the date of mailing by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the owners of a majority in outstanding principal amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(e) ***Ownership.*** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the registration books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 16.02 Further Procedures. The Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the President/Chief Executive Officer of the EPWU, the Vice President of Strategic, Financial and Management Services of the EPWU, and/or the Chief Financial Officer of the EPWU and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the President/Chief Executive Officer of the EPWU, the Vice President of Strategic, Financial and Management Services of the EPWU or the Chief Financial Officer of the EPWU and the City's Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the Chief Financial Officer of the City or the Pricing Officer may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any

written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, “facsimile signature” means a reproduction of the manual signature of an authorized officer that is made by any method.

Section 16.03 Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

Section 16.04 Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 16.05 Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 16.06 Effectiveness. This Ordinance shall take effect and be in force from and after its passage and approval.

*[The remainder of this page intentionally left blank.]*

APPROVED AND ADOPTED this 2<sup>nd</sup> day of March, 2021.

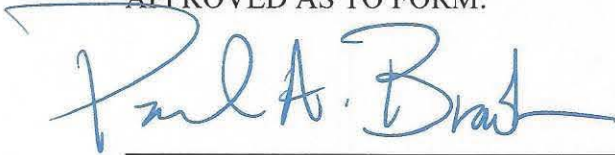
\_\_\_\_\_  
Oscar Leeser  
Mayor, City of El Paso, Texas

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk, City of El Paso, Texas

(SEAL)

APPROVED AS TO FORM:



\_\_\_\_\_  
Paul A. Braden  
Bond Counsel



\_\_\_\_\_  
Karla Nieman  
City Attorney  
City of El Paso, Texas

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Marcela Navarrete  
Vice President, Strategic, Financial  
and Management Services  
El Paso Water Utilities

**EXHIBIT A**  
**PAYING AGENT/REGISTRAR AGREEMENT**

**EXHIBIT B**

(a) Form of Bond.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF EL PASO  
CITY OF EL PASO, TEXAS,  
MUNICIPAL DRAINAGE UTILITY SYSTEM  
REVENUE REFUNDING BONDS, TAXABLE SERIES 2021

INTEREST RATE:      MATURITY DATE:      INITIAL DATE:      CUSIP NO.:  
\_\_\_\_\_%      March 1, 20\_\_\_\_, 20\_\_\_\_

The City of El Paso (the "City"), in the County of El Paso, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_ or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

unless this Bond shall have been sooner called for prior redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the date of delivery or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_\_\_. The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated payment/transfer office in Minneapolis, Minnesota (the "Designated Payment/Transfer Office") of Wells Fargo Bank, National Association, Minneapolis, Minnesota, Paying Agent/Registrar, or at the Designated Payment/Transfer Office of any successor thereto. Interest on this Bond is payable by check, dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty days thereafter, a new record date for such interest



payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which date shall be fifteen days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of \_\_\_\_\_, 20\_\_, issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Bonds"), and issued pursuant to the authority provided by Texas Government Code, Chapters 1207 and 1502, as amended, and a certain ordinance of the City (the "Ordinance"), for the purposes of (i) refunding all or a portion of the Refunded Bonds and (ii) paying the costs of issuing the Bonds as described in the Ordinance. Capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Ordinance.

The Bonds are special obligations of the City, payable solely from and, together with the Previously Issued Bonds (identified and defined in the Ordinance), equally and ratably secured by a first lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's Municipal Drainage Utility System (as defined in the Ordinance and hereinafter referred to as the "System"). The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Net Revenues. The Owner hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the terms and conditions prescribed therefor, the City has reserved the right to issue additional revenue obligations payable from and equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System, in the same manner and to the same extent as the Bonds.

The City reserves the option to redeem Bonds maturing on or after March 1, 20\_\_, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on \_\_\_\_\_, 20\_\_ or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the redemption date. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall assign a separate number for each \$5,000 portion of the Bonds and select the portion or portions of the Bond to be redeemed by lot or by any other customary method that results in a random selection.

The Bonds stated to mature on March 1, 20\_\_ and March 1, 20\_\_ (the “Term Bonds”) are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the following schedule:

Term Bonds Maturing March 1, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 20__	\$ ,000
March 1, 20__ (maturity)	\$ ,000

Term Bonds Maturing March 1, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 20__	\$ ,000
March 1, 20__	\$ ,000
March 1, 20__	\$ ,000
March 1, 20__ (maturity)	\$ ,000

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Notice of such redemption or redemptions shall be given by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Ordinance and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is

acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption when such redemption is to occur within 45 calendar days after the transfer or exchange date. However, such limitations of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that such redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City, the Paying Agent/Registrar, nor any such agent shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; and that the interest on and principal of this Bond and the series of which it is a part, together with the Previously Issued Bonds, are secured by and payable from an irrevocable first lien on and pledge of the Net Revenues of the System, as provided in Ordinance, and not from any other revenues, funds or assets of the City.

This Bond shall not be deemed to constitute a debt of the City or a pledge of its faith and credit; nor shall the Owners hereof ever have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Clerk or Alternate City Clerk, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

\_\_\_\_\_  
City Clerk  
City of El Paso, Texas

\_\_\_\_\_  
Mayor  
City of El Paso, Texas

(SEAL)

(b) Form of Comptroller's Registration Certificate.

[to be printed on Initial Bond only]

OFFICE OF THE COMPTROLLER §  
OF PUBLIC ACCOUNTS § REGISTER NO. \_\_\_\_\_  
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of El Paso, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same and that such Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, on this date: \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

(c) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in Minneapolis, Minnesota is the Designated Payment/Transfer Office for this Bond.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION,  
as Paying Agent/Registrar

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto  
(print or typewrite name, address and Zip Code of transferee):

\_\_\_\_\_  
\_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed By:

\_\_\_\_\_  
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in subsection (a) of this Exhibit, except for the following alterations:

(i) Immediately under the name of the Bond, the headings “Interest Rate” and “Maturity Date” shall be completed with the words “As Shown Below,” and the heading “CUSIP No.” shall be deleted.

(ii) in the first paragraph of the Bond the words “on the Maturity Date specified above, the sum of \_\_\_\_\_ DOLLARS” shall be deleted and the following will be inserted: “on March 1 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-------------------------	----------------------

(Information to be inserted from the Pricing Certificate)

(iii) the Initial Bond shall be numbered T-1.

(f) The Comptroller’s Registration Certificate may be deleted from the definitive Bonds if such Certificate on the Initial Bond is fully executed.

(g) The Certificate of the Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller’s Registration Certificate appears thereon.



**Municipal Drainage Utilities Revenue Refunding Bonds,  
Series 2021 (Taxable)  
&  
Municipal Drainage Utilities Revenue Refunding, Bonds  
2021A (Tax-Exempt)**

**March 2, 2021**

# Municipal Drainage System Tax-Exempt Refunding

- **Revolving Note Paper Fix-Out:**

- **The El Paso Water Utilities - Public Service Board (PSB) is proposing to fix-out \$15,000,000 of outstanding revolving notes and issue tax-exempt fixed rate bonds.**
  - The PSB started the Revolving Note Private Placement Program in 2018 and has utilized it for interim construction financing typically for small projects.
  - The PSB currently has a maximum funding capacity for revolving notes of \$25 million.



# Municipal Drainage System Economic Refunding Summary

## ■ HilltopSecurities reviewed the Utility's debt and narrowed the Taxable refunding candidates to the following:

- Series 2012 – \$8,550,000, Callable on 3/1/2022
- AGGREGATE REFUNDABLE PRINCIPAL: **\$8,550,000**
- EXISTING COUPONS: **3.125%-5.00%**
- PROJECTED GROSS SAVINGS: **\$580,472.50**
- NET PRESENT VALUE SAVINGS: **\$554,973.28**
- NET PRESENT VALUE %: **6.491%**

## ❖ Assumes a Private Placement versus an Open Market Bond Sale

### ➤ Private Placement Sale

- a. Term Sheet versus Official Statement.
- b. Placement Agent will solicit competitive bids from lending institutions. No need to hire and Underwriting team.
- c. Benefits of a Private Placement Sale
  - Savings of over \$85,000 from costs of issuance.
    - ✓ No Underwriting Fees
    - ✓ No Rating Agency Fees
  - Reduced staff time spent preparing documentation for bond sale

# Series 2021 & Series 2021A Impact to Overall Drainage System Debt

A	B	C	D	E	F	G	H
Annual Period Ending 1-Mar	Existing Gross Debt Service	Taxable, Series 2021 Net Effect of 2021 Refunding <sup>(1)</sup>	Series 2021A (Revolving Note Take-Out) Structured Principal			Aggregate Debt Service	Annual Period Ending 1-Mar
			Principal	Interest	Total		
2022	\$ 9,485,413	\$ (53,657)	\$ 630,000	\$ 370,326	\$ 1,000,326	\$ 10,432,082	2022
2023	9,546,413	(114,319)	595,000	401,913	996,913	10,429,006	2023
2024	9,615,913	(183,483)	615,000	385,550	1,000,550	10,432,980	2024
2025	9,674,163	(209,203)	630,000	368,638	998,638	10,463,597	2025
2026	9,733,163	(1,953)	645,000	351,313	996,313	10,727,522	2026
2027	9,804,463	(2,911)	665,000	333,575	998,575	10,800,127	2027
2028	9,875,463	(4,288)	685,000	315,288	1,000,288	10,871,463	2028
2029	9,955,100	(790)	700,000	296,450	996,450	10,950,760	2029
2030	5,769,175	(4,216)	720,000	277,200	997,200	6,762,160	2030
2031	5,765,575	(1,834)	740,000	257,400	997,400	6,761,141	2031
2032	5,656,475	(3,821)	760,000	237,050	997,050	6,649,705	2032
2033	4,635,500		780,000	216,150	996,150	5,631,650	2033
2034	4,630,700		805,000	194,700	999,700	5,630,400	2034
2035	4,647,950		825,000	172,563	997,563	5,645,513	2035
2036	2,889,450		850,000	149,875	999,875	3,889,325	2036
2037	1,249,000		870,000	126,500	996,500	2,245,500	2037
2038	1,244,000		895,000	102,575	997,575	2,241,575	2038
2039	1,248,000		920,000	77,963	997,963	2,245,963	2039
2040			945,000	52,663	997,663	997,663	
2041			970,000	26,675	996,675	996,675	
Total	\$ 115,425,913	\$ (580,473)	\$ 15,245,000	\$ 4,714,364	\$ 19,959,364	\$ 134,804,804	
Refunded Principal:		\$ 8,550,000				Maximum:	\$ 10,950,760
Net Present Value Savings:		\$ 554,973					
Net Present Value Savings %:		6.491%	Tax-Exempt Series 2021A TIC:			2.75%	
Taxable TIC:		1.780%					

(1) Assumes Private Placement, Taxable Refunding, Rates as of January 21, 2021.  
Structured savings to maximize savings over years 2022-2025.

# Parameter Authorization

- **Parameter authorization will enable the sale of the Bonds at optimum timing and structure.**
  - Municipal Drainage Revenue Refunding Bonds, Series 2021 (Taxable – Economic Refunding)
  - Municipal Drainage Revenue Refunding Bonds, Series 2021A (Tax-Exempt – RN Refunding)
- **Council delegates final pricing authority to Pricing Officer(s).**
  - John Balliew
  - Marcela Navarrete
  - Arturo Duran
- **Council to approve parameters as recommended by PSB.**
  - Series 2021 (Taxable Economic Refunding)
    - Maximum True Interest Cost – 2.75%
    - Principal Amount of Issue - \$9,100,000
    - Minimum Present Value Savings Percentage – 3.00%
    - Expiration of Delegated Authority – 6 months
  - Series 2021A (Revolving Note Refunding)
    - Maximum True Interest Cost – 3.25%
    - Principal Amount of Issue - \$15,250,000
    - Final Maturity Date – December 31, 2041
    - Expiration of Delegated Authority – 6 months
- **Pricing Officer can only approve sale if all Council parameters are met.**

# Underwriters

## ■ Staff Recommendation:

- Citigroup (Lead Underwriter)
- Morgan Stanley (Co-Manager)
- Piper Sandler (Co-Manager)

# Timeframe

- **February 10, 2021:** Public Service Board considers request to sell Series 2021 (Taxable) & Series 2021A Bonds
- **March 2, 2021:** City Council considers request to sell Series 2021 (Taxable) & Series 2021A Bonds
- **March 4, 2021:** Private Placement Bids Due for Series 2021 (Taxable)
- **March 15, 2021 (Week of):** Tentative pricing for Series 2021A Bonds
- **April, 1, 2021:** Closing for Series 2021 Bonds (Taxable)
- **April 12, 2021 (Week of):** Tentative closing for Series 2021A Bonds

# QUESTIONS & ANSWERS



Legislation Text

---

**File #:** 21-230, **Version:** 2

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

**All Districts**

El Paso Water, Marcela Navarrete, (915) 594-5614

**PUBLIC HEARING DATE:** 3/2/2021

**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 authorizing the issuance of "City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2021A" to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters.

**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:** El Paso Water Utilities Public Service Board

**AGENDA DATE:** Introduction and Public Hearing- March 2, 2021

**CONTACT PERSON/PHONE:** Marcela Navarrete, El Paso Water Utilities Vice President 594-5614

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

**SUBJECT:** APPROVE the following Ordinance

An Ordinance authorizing the issuance of “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2021A” to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters **(All Districts)** [Marcela Navarrete (915) 594-5614][Public Hearing Date: March 2, 2021]

**BACKGROUND / DISCUSSION:**

EPWU by Resolution dated February 10, 2021 is requesting the City Council of El Paso to authorize the sale and issuance of up to \$15,250,000 of City of El Paso Municipal Drainage Utility System Revenue Refunding Bonds Series 2021A to pay off \$15,000,000 in direct funded revolving notes, and to fund any associated interest and related transaction costs; provided that certain parameters approved by the Board and the City Council are met.

EPWU finds that it is in the best interest of the ratepayers to pursue this funding and savings.

**PRIOR COUNCIL ACTION:**

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

Yes, on August 4, 2020, City Council approved \$103,775,000 of City of El Paso Water and Sewer System Revenue Refunding Bonds, Series 2020 and Taxable Series 2020A.

**AMOUNT AND SOURCE OF FUNDING:**

This item will be funded through the sale of City of El Paso, Texas Municipal Drainage Utility System Revenue Refunding Bonds, Series 2021A.

**BOARD / COMMISSION ACTION:**

The El Paso Water Utilities Public Service Board approved a Resolution on February 10, 2021 requesting the El Paso City Council to authorize the Municipal Drainage Utility System 2021A issuance.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT MARCELA NAVARRETE TO PICK UP THE DOCUMENTS. 594-5614. THANK YOU.**



**TO:** Tomás González, City Manager, The City of El Paso, Texas

**FROM:** Marcela Navarrete, Vice President- Strategic, Financial and Management Services  
El Paso Water Utilities Public Service Board

**DATE:** February 22, 2021

**SUBJECT:** Request to place Municipal Drainage Utility System Bond 2021A Item on **Regular City Council Agenda for March 2, 2021**

**Bond Ordinance Introduction and Public Hearing**

*Agenda Posting Language:*

An Ordinance authorizing the issuance of “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2021A” to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized City officer or employee within certain specified parameters **(All Districts)** [Marcela Navarrete (915) 594-5614][Public Hearing Date: March 2, 2021]

\*\*\*\*\*

This agenda item is pursuant to the February 10, 2021 Resolution of the El Paso Water Utilities Public Service Board (PSB) requesting the City Council to authorize the sale and issuance of up to \$15,250,000 of City of El Paso Municipal Drainage Utility System Revenue Refunding Bonds Series 2021A to pay off \$15,000,000 in direct funded revolving notes. The requested bond item and savings are in the best interest of the ratepayers at this time.

If there are any questions, please call me directly at 594-5614 or email me at [mnavarrete@epwater.org](mailto:mnavarrete@epwater.org) or contact General Counsel, Daniel Ortiz, at 594-5607 with email at [daortiz@epwater.org](mailto:daortiz@epwater.org)

Thank you for your attention to this matter.

**Attachments:** Department Head Summary Form  
PSB February 10, 2021 Resolution  
Proposed City Council Bond Ordinance

**cc:** The Honorable Mayor Oscar Leeser (email)  
Estrella Escobar, Chief of Staff, Mayor (email)  
Robert Cortinas, Deputy City Manager and CFO (email)  
Karla Nieman, City Attorney (email)  
Juan Gonzalez, Senior Assistant City Attorney (email)  
Laura D. Prine, City Clerk (email)

John Balliew, P.E., President/CEO EPWU-PSB (email)  
Claudia Duran, Executive Assistant to President/CEO (email)  
Art Duran, CFO, EPWU-PSB (email)  
Daniel Ortiz, General Counsel (email)  
Paul Braden, Norton, Rose, Fulbright, Bond Counsel (email)  
Maria Urbina, HTS (email)

## **RESOLUTION**

A RESOLUTION ASKING CITY COUNCIL TO AUTHORIZE THE ISSUANCE OF UP TO \$9,100,000 OF CITY OF EL PASO MUNICIPAL DRAINAGE UTILITY SYSTEM REFUNDING BONDS TAXABLE SERIES 2021 TO ADVANCE REFUND UP TO \$8,555,000 OF BONDS SERIES 2012, AND FUND RELATED TRANSACTION COSTS, AND AUTHORIZE THE ISSUANCE OF UP TO \$15,250,000 OF CITY OF EL PASO MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS SERIES 2021A TO PAY OFF \$15,000,000 IN DIRECT FUNDED REVOLVING NOTES, AND FUND INTEREST AND RELATED TRANSACTION COSTS; PROVIDED THAT CERTAIN PARAMETERS ARE MET.

WHEREAS, on June 19, 2007, the City Council of the City of El Paso, Texas (the City) established the El Paso Texas Municipal Drainage Utility System (the System) by Ordinance Number 01668 for the management and control of stormwater drainage and infrastructure; and,

WHEREAS, the City Council, as authorized by State law, vested the complete management and control of the System in the El Paso Water Utilities Public Service Board (the Board); and,

WHEREAS; the City Council has heretofore authorized and issued City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2012, dated June 15, 2012 (the Refunded Bonds); and,

WHEREAS, the Board hereby finds and determines that it is in the best interests of the System and the City to refund all or a portion of the Refunded Bonds in order to achieve a present value debt service savings; and,

WHEREAS, at the request of the Board, the City Council previously established a revolving note program to be known as the "City of El Paso, Texas Municipal Drainage Utility System Revolving Note Private Placement Program" (the Program) and authorized the issuance of notes under such Program (the Notes) to provide interim financing for additions, improvements and extensions to the System and to refund obligations issued in connection with the Program; and,

WHEREAS, the Board hereby finds and determines that it is in the best interest of the System and the City to refund all or a portion of the outstanding Notes at this time for the purposes of making such debt long-term fixed rate debt of the System; and,

WHEREAS in order to take advantage of such potential savings and to fix out such outstanding Notes, the Board requests the City to authorize the issuance of up to \$9,100,000 of City of El Paso Municipal Drainage Utility System Revenue Refunding Bonds Taxable Series 2021 and up to \$15,250,000 of City of El Paso Municipal Drainage Utility System Revenue Refunding Bonds Series 2021A for the purposes described above and to fund related transaction costs.

**NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:**

**Section 1.** That the findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the Board and made a part of this Resolution for all purposes.

**Section 2.** That the El Paso Water Utilities Public Service Board hereby adopts this Resolution asking City Council to authorize the issuance of up to \$9,100,000 of City of El Paso Municipal Drainage Utility System Revenue Refunding Bonds, Taxable Series 2021 to refund \$8,550,000 of Refunded Bonds and up to \$15,250,000 of City of El Paso Municipal Drainage Utility System Revenue Refunding Bonds Series 2021A to pay off \$15,000,000 in Notes, and to fund any associated interest and related transaction costs; provided that certain parameters approved by the Board and the City Council are met.

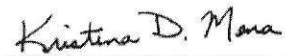
**PASSED AND APPROVED** at the regular meeting of the Public Service Board, this 10th day of February, 2021, at which meeting a quorum was present and which was held in accordance with the provisions of Texas Government Code, Sections 551.001, et. seq.

ATTEST:



Terri Garcia, Secretary/Treasurer

EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD



Kristina D. Mena, Chair

APPROVED AS TO CONTENT:



Arturo Duran  
Chief Financial Officer

APPROVED AS TO FORM:



Daniel Ortiz  
General Counsel

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ORDINANCE NO. \_\_\_\_\_

AUTHORIZING THE ISSUANCE OF

CITY OF EL PASO, TEXAS,  
MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS,  
SERIES 2021A

Adopted: March 2, 2021

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AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF EL PASO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2021A” TO REFUND CERTAIN PREVIOUSLY ISSUED OBLIGATIONS OF THE CITY; AND RESOLVING MATTERS WHICH ARE NECESSARY TO EFFECT SUCH ISSUANCE, INCLUDING THE DELEGATION OF MATTERS RELATING TO THE SALE AND ISSUANCE OF THE BONDS TO AN AUTHORIZED CITY OFFICER OR EMPLOYEE WITHIN CERTAIN SPECIFIED PARAMETERS

WHEREAS, in accordance with the Constitution and the laws of the State of Texas, specifically Chapter 552 of the Texas Local Government Code, as amended, formerly known as Subchapter C of Chapter 402 of the Texas Local Government Code (the “Act”), the City of El Paso, Texas (the “City”) held public hearings on the creation of a municipal drainage utility system and adopted Ordinance No. 016668 on June 19, 2007 establishing and declaring the creation of the City’s Municipal Drainage Utility System (the “System”) within the municipal boundaries and unincorporated extraterritorial jurisdiction of the City; and

WHEREAS, in accordance with the Constitution and the laws of the State of Texas, specifically Texas Government Code, Chapter 1502, as amended, the City has previously issued municipal drainage utility system revenue bonds (the “Previously Issued Bonds”) payable from and secured by a first and superior lien on and pledge of the net revenues of the System; and

WHEREAS, there has been filed with the City Council one or more resolutions adopted and approved by the Public Service Board requesting the City Council to approve the issuance and sale of the City’s revenue bonds for the purpose of refunding certain outstanding obligations secured by revenues of the System; and

WHEREAS, the City Council hereby finds and determines that it is in the best interest of the City and the System to refund certain of its previously issued and outstanding System revenue revolving notes (the “Refunded Revolving Notes”); and

WHEREAS, the City by this Ordinance and in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (“Chapter 1207”), is delegating to the Pricing Officer (hereinafter defined) the authority to establish the terms and details related to the issuance and sale of the bonds authorized by this Ordinance (the “Bonds”) including: (i) the principal amount of the Refunded Revolving Notes to be refunded, (ii) the form and designation of the Bonds; (iii) the principal amount of the Bonds and the amount of the Bonds to mature in each year; (iv) the dates, price, interest rates, interest payment dates, principal payment dates, and redemption features of the Bonds; and (v) any other details relating to the issuance, sale, delivery, and/or exchange of the Bonds, all within certain specified parameters set forth herein; and

WHEREAS, the City Council hereby finds and determines that the refunding of the Refunded Revolving Notes for the purposes of making such debt long-term fixed rate debt of the City and restructuring the debt payable from the revenues of the System is in the best interest of the City, and the manner in which such refunding is being executed does not make it practicable

to make the determinations otherwise required by Texas Government Code, Section 1207.008(a)(2), as amended; and

WHEREAS, in the ordinances authorizing the Previously Issued Bonds, the City reserved the right and option to issue, under certain conditions, “Additional Bonds” on a parity as to lien and right with such bonds; and

WHEREAS, a public hearing was held, following proper publication of notice thereof, before the City Council with respect to the adoption of this Ordinance; and

WHEREAS, the City Council has found and determined that the bonds herein authorized should be issued on a parity with its Previously Issued Bonds, for the purposes aforesaid, pursuant to this Ordinance and as permitted by the General Laws of the State of Texas, particularly Chapter 1207; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of such meeting was given as required by Texas Government Code, Chapter 551, as amended;

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

## ARTICLE 1

### DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

“Act” means Chapter 552 of the Texas Local Government Code, as amended.

“Additional Bonds” means the additional revenue bonds permitted to be issued on a parity with the Bonds and the Previously Issued Bonds by Section 10.03(a) of this Ordinance.

“Average Annual Debt Service” means an amount which, at the time of computation, is derived by dividing the total amount of Debt Service to be paid over a period of years as the same is scheduled to become due and payable by the number of years taken into account in determining the total Debt Service. Capitalized interest payments provided from bond proceeds shall be excluded in making the aforementioned computation.

“Board” or “Board of Trustees” means that certain board of trustees known as the “Public Service Board” heretofore established for the purpose of managing the System and other water utilities of the City, as represented by the various persons appointed from time to time, and any successors thereto.

“Bond” means any of the Bonds.

“Bonds” means the System revenue bonds of the City issued pursuant to authorization granted by this Ordinance, when and if issued.

“Bonds Similarly Secured” means collectively, the Previously Issued Bonds, the Bonds and Additional Bonds.

“Bond Counsel” means a firm of nationally recognized attorneys experienced in the issuance of bonds and acceptable to the City, initially Norton Rose Fulbright US LLP.

“Bullet Obligation” means all Bonds Similarly Secured of a series maturing in any single year in a principal amount that totals at least 15% of the initial aggregate principal amount of the entire series of such Bonds Similarly Secured.

“Business Day” means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located in the State of Texas are generally authorized or obligated by law or executive order to close.

“Chapter 1207” means Texas Government Code, Chapter 1207, as amended.

“Chapter 1502” means Texas Government Code, Chapter 1502, as amended.

“City” means the City of El Paso, Texas, and with respect to those matters requiring action regarding the authority and control of management and operation of the System or the expenditure and application of the System’s revenues, “City” shall mean the Board acting on behalf of the City.

“City Council” means the governing body of the City of El Paso, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

“Debt Service” means as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of premium if any, and interest (to the extent not capitalized) on such obligations; provided, however, that in making such calculation the following rules shall apply:

(1) For any series of Bonds Similarly Secured issued at a variable rate, that such obligations bear, or would have borne, interest at the highest rate of (i) the actual rate on the date of calculation, or if the indebtedness is not yet outstanding, the initial rate (if established and binding), (ii) if the indebtedness has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation and (iii) (A) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Internal Revenue Code, the most recently published Bond Buyer “Revenue

Bond Index” (or comparable index if no longer published) plus 50 basis points, or (B) if interest is not so excludable, the interest rate on direct United States Treasury Obligations with comparable maturities plus 50 basis points; provided, however, that for purposes of any rate covenant measuring actual debt service during a test period, variable rate indebtedness shall be deemed to bear interest at the actual rate per annum applicable during the test period; and

(2) For any series of Bonds Similarly Secured issued as Short Term Obligations, Demand Obligations, or Bullet Obligations, Debt Service may be computed on the assumption that the principal amount shall be refinanced at maturity (or an earlier date on which principal thereof is payable on demand) by fixed rate Bonds Similarly Secured bearing interest at (a) if the interest on such obligations is excludable from gross income of the owners thereof for federal income tax purposes, a Revenue Bond Index published by the Bond Buyer or any successor publication or (b) if the interest on such obligations is not excludable from gross income of the owners thereof for federal income tax purposes, the yield on the Treasury Constant Maturity Series as reported in Federal Reserve Statistical Release H.15, Selected Interest Rates of the Board of Governors of the Federal Reserve System, or any successor publication as certified by the City’s financial advisor, in both cases (a) and (b) within 30 days prior to the date of such calculation (or the gross fixed or capped rate payable by the City under an interest rate swap or cap agreement that substantially hedges the rate of interest on such Bonds Similarly Secured) and maturing in substantially equal annual payments of principal and interest over a term of 25 years (or such longer period as a nationally recognized financial advisor or investment banker certifies is then reasonably attainable) or less; and

(3) For any series of Bonds Similarly Secured for which the City is entitled to receive payments from the federal or state government in such period on account of, and substantially contemporaneously with, interest paid on such Bonds Similarly Secured, the amount to be received in such period shall be deducted from such interest in computing Debt Service.

“Demand Obligations” means any Bonds Similarly Secured the principal of which is payable by the City on demand of the owner or holder thereof.

“Depository Bank” means any financial institution duly designated by the Board to serve as a depository for funds controlled by the Board.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its designated office specified in the Pricing Certificate, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EPWU” means the El Paso Water Utilities, a component unit of the City of El Paso and any successors thereto.

“Escrow Agent” means the Escrow Agent, if any, appointed and approved in the Pricing Certificate.

“Escrow Agreement” means the Escrow Agreement, if any, by and between the City and the Escrow Agent appointed and approved in the Pricing Certificate.

“Financial Advisor” means a registered “municipal advisor” under Section 15B of the Securities Exchange Act of 1934, as amended, selected by the City to provide advice to the City in the area of municipal financial products or the issuance of municipal securities, initially Hilltop Securities Inc.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the twelve month financial accounting period used by the Board in connection with the operation of the System which may be any twelve consecutive month period established by the Board.

“Government Obligations” means, unless otherwise provided in the Pricing Certificate, (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

“Improvement Fund” means the fund by such name described in Section 8.01(a)(iv) hereof.

“Initial Bond” means the Initial Bond authorized by Section 3.03 of this Ordinance.

“Initial Date” means the date designated as the Initial Date in the Pricing Certificate.

“Interest and Sinking Fund” means the fund by that name described in Section 8.01(a) hereof.

“Interest Payment Date” means the date or dates on which interest on the principal of the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing on the date specified in the Pricing Certificate.

“Issue Price” has the meaning stated in section 1.148-1(b) of the Regulations.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” shall mean Revenues of the System, with respect to any period, after deducting the System’s Operating and Maintenance Expenses during such period.

“Note Payment Fund” means the fund so designated in Section 8.01(b) hereof.

“Operating and Maintenance Expenses” shall mean all current expenses of operating and maintaining the System not paid from the proceeds of any Debt, including all salaries, labor, materials and administrative costs, allocable under generally accepted accounting principles, to the System. Depreciation charges and other costs and disbursements which may be capitalized under generally accepted accounting principles shall not be considered Operating and Maintenance Expenses.

“Outstanding” means when used in this Ordinance with respect to Bonds or Bonds Similarly Secured, as the case may be, means, as of the date of determination, all Bonds and Bonds Similarly Secured theretofore sold, issued and delivered by the City, except:

(1) Bonds or Bonds Similarly Secured canceled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;

(2) Bonds or Bonds Similarly Secured paid or deemed to be paid in accordance with applicable law; and

(3) Bonds or Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

“Owner” means the person who is the registered owner of a Bond or Bonds.

“Paying Agent/Registrar” means Wells Fargo Bank, National Association, (or such other entity or banking association determined by the Pricing Officer in the Pricing Certificate) or any successor thereto or replacement therefor as provided in this Ordinance.

“Pricing Certificate” means the pricing certificate that sets forth the terms of the Bonds in accordance with Section 3.02 of this Ordinance and is executed by the Pricing Officer, all in accordance with the provisions of Chapter 1207.

“Pricing Officer” means the President/Chief Executive Officer of the EPWU, or in the absence thereof, the Vice President of Strategic, Financial and Management Services of the EPWU or the Chief Financial Officer of the EPWU, each acting in such capacity severally and not jointly.

“Previously Issued Bonds” means the outstanding bonds of the following issues: (1) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2009A, (2) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2012, (3) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2015, (4) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2016, and (5) City of El Paso, Texas, Municipal Drainage Utility System Revenue Improvement and Refunding Bonds, Series 2017.

“Purchaser” means the initial purchaser of the Bonds issued hereunder as named in the Pricing Certificate.

“Record Date” means with respect to each interest payment date the fifteenth day of the month next preceding such interest payment date.

“Refunded Revolving Notes” means the revolving notes described in the Pricing Certificate.

“Register” means the Register specified in Section 3.07 of this Ordinance.

“Reserve Fund” means the fund by that name described in Section 8.01(a)(iii) hereof.

“Reserve Fund Requirement” means the amount which is equal to the lesser of (i) the Average Annual Debt Service (calculated on a Fiscal Year basis) for all Bonds Similarly Secured then Outstanding, as determined on the date each series of Additional Bonds are delivered or incurred, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations promulgated.

“Revenue Fund” means the Drainage Utility System Revenue Fund established in Section 8.01(a)(i) hereof.

“Revenues” shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding restricted gifts, grants in aid of construction and any amounts received from drainage charges specifically provided by ordinance for contribution to the funding of future drainage system construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Bonds Similarly Secured and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, and excluding those amounts subject to payment to the United States of America as rebate pursuant to section 148 of the Code and any federal subsidies received pursuant to section 6431 of the Code.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

“Short Term Obligations” means each series of bonds, notes and other debt obligations issued pursuant to a commercial paper or other similar financing program, the payment of principal of which is scheduled to be payable within one year from the date of issuance and is contemplated at the time of issuance to be refinanced through the issuance of Additional Bonds.

“Subordinate Lien Obligations” shall mean the obligations of the City under the City’s Tax-Exempt Revolving Notes, Series A and Taxable Revolving Notes, Series B and the documents pertaining thereto.

“System” or “Municipal Drainage Utility System” shall mean all land, easements and interest in land, together with all structures, equipment and facilities used in draining benefitted property (within the meaning of the Act), including, but not limited to, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses (but excluding City parks, roads, streets and bridges in existence on June 19, 2007) and excluding the property or entities exempted from the Act pursuant to Section 552.053 of the Act.

Section 1.02 Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.



## ARTICLE 2

### SECURITY FOR THE BONDS

Section 2.01 Security for the Bonds. The Bonds Similarly Secured, both principal and interest, are and shall be equally and ratably secured by and payable from an irrevocable first lien on and pledge of the Net Revenues.

Section 2.02 Limited Obligations. The Bonds Similarly Secured are special obligations of the City, payable solely from the Net Revenues, and do not constitute a prohibited indebtedness of the City. The Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation.

Section 2.03 Security Interest. The City represents that, under Chapter 1208.002, Texas Government Code, a security interest in property, other than real property, that is created by the City is valid and effective according to the terms of the security agreement and is perfected from the time the security agreement is entered into or adopted continuously through the termination of the security interest, without physical delivery or transfer of control of the property, filing of a document, or another act. The City covenants that, if Chapter 1208.002 is amended at any time while the Bonds Similarly Secured are Outstanding, the City shall take all actions required in order to preserve for the Owners of the Previously Issued Bonds, the Bonds or Additional Bonds a perfected security interest in the property in which such security interest is granted pursuant to Section 2.01 hereof.

## ARTICLE 3

### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization. Revenue bonds of the City are hereby authorized to be issued in the maximum aggregate principal amount set forth in Section 3.02 hereof. Unless otherwise specified in the Pricing Certificate, such revenue bonds shall be designated and bear the title the “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2021A”. The Bonds shall be issued for the purposes of (i) refunding the Refunded Revolving Notes and (ii) paying the costs of issuing the Bonds, all as provided in the Pricing Certificate and in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207 and the Charter of the City.

Section 3.02 Delegation of Authority to Pricing Officer.

(a) As authorized by Chapter 1207, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities or series (whole or part) of the Refunded Revolving Notes to be refunded, determining the aggregate original principal amount of the Bonds, the Initial Date of the Bonds, any different designation or title by which the Bonds shall be known, the manner of sale (negotiated, privately placed or competitively bid), the price at which the Bonds will be sold, the years in which the Bonds will mature, the terms of

any bond insurance applicable to the Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the designation of a paying agent/registrar, the designation of an escrow agent, if necessary, and all other matters relating to the issuance, sale, and delivery of the Bonds all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of Bonds shall not exceed \$15,250,000;

(ii) the aggregate true interest cost percentage for the Bonds shall not exceed 3.25%; and

(iii) the maximum maturity date for the Bonds shall not exceed December 31, 2041.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purpose for which the Bonds are authorized and to pay costs of issuing the Bonds. Unless otherwise extended by an act of City Council, the delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days from the date hereof.

(c) The execution of each Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchaser.

(d) If the Pricing Officer determines that such insurance results in a net reduction of the City's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company (the "Insurer") a municipal bond insurance policy in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the City to obtain a municipal bond insurance policy, for so long as such policy is in effect, the requirements of the Insurer relating to the issuance of such policies are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. Each of the City Manager of the City, the President/Chief Executive Officer of the EPWU and the Pricing Officer shall have the authority to execute any documents to effect the issuance of such policy by the Insurer.

### Section 3.03 Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall have the Initial Date specified in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, and shall be numbered consecutively from one upward, except the Initial Bond, which shall be numbered as specified in Section 6.02.

(b) The Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall mature on March 1 or September 1 in the years and in the principal amounts and shall bear interest at the per annum rates as specified in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or earlier redemption from the date specified in the Pricing Certificate or the most recent interest payment date to which interest has been paid or provided for at the per annum rates specified in the schedule contained in the Pricing Certificate. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing on the date specified in the Pricing Certificate, computed on the basis of a 360-day year of twelve 30-day months.

#### Section 3.04 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be paid to the Owners thereof as shown in the Register at the close of business on the Record Date by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment by United States mail, first-class, postage prepaid, to the address of such person as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a Bond on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(f) Unclaimed payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the unclaimed payments pertain. Subject to Title 6 of the Texas Property Code, payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City,

the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.05 Execution and Initial Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Clerk or Alternate City Clerk as of the date of adoption of this Ordinance, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(a) In the event any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(b) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that they are valid and binding special obligations of the City, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(c) On the Closing Date, one Initial Bond, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Clerk or Alternate City Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts will be delivered to the Purchaser or its designee. Upon payment for each Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Sections 3.09 and 3.11.

#### Section 3.06 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal, for the further purpose of making and receiving payment of the interest thereon (subject to the terms of this Ordinance requiring the Paying Agent/Registrar to make payments of interest to the person who is the registered owner on the Record Date or the Special Record Date), and for all other purposes, whether or not such Bond is

overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

### Section 3.07 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) Registration of any Bond may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Bonds, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the bond or any portion thereof registered in the name of such assignee or assignees. No transfer of any Bond shall be effective until entered in the Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in exchange for such transferred and assigned Bond. To the extent possible the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three business days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Bond may be exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. To the extent possible, a new Bond or Bonds will be required to be delivered by the Paying Agent/Registrar to the registered owner of the Bond or Bonds in not more than three business days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Bond issued in exchange for any Bond or portion thereof assigned or transferred shall be of the same tenor and shall have the same maturity date and bear interest at the same rate and in the same manner as the Bond for which it is being exchanged. Each

substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange the Bonds as provided herein, and each substitute Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration of the Bonds and the subsequent exchange of the Bonds pursuant to the provisions hereof. However, the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond. In addition, the City hereby covenants with the Owners of the Bonds that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration and exchange of Bonds as provided herein to the extent such fees and charges are payable hereunder by the City.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the owner of the uncalled principal balance of a Bond.

### Section 3.08 Cancellation and Authentication.

(a) All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be canceled upon the making of proper records regarding such payment, redemption, exchange or replacement.

(b) Each substitute Bond issued in exchange for or replacement of (pursuant to the provisions of Section 3.10 hereof) any Bond or Bonds issued under this Ordinance shall have printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such bond, manually sign and date such Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Texas Government Code, Chapter 1201, as amended, the duty of exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the exchanged or replaced Bonds shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

### Section 3.09 Temporary Bonds.

(a) Pending the preparation of definitive Bonds, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance. The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity, in definitive form, in the authorized denomination, and in the same aggregate principal amount as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

### Section 3.10 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City, to save each of them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such

original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, without the necessity of issuing a replacement Bond, may pay such Bond on the date on which such Bond becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

### Section 3.11 Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on, the Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar



of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

Section 3.12 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.13 Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the blanket representation letter of the City to DTC.

#### ARTICLE 4

##### REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption. The Bonds shall be subject to redemption before their scheduled maturity only as provided in the Pricing Certificate.

#### ARTICLE 5

##### PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

(a) Unless otherwise specified in the Pricing Certificate, Wells Fargo Bank, National Association, a national banking association organized under the laws of the United States of America authorized to do business in the State of Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

(b) The Pricing Officer is authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar substantially in the form attached hereto as **Exhibit A**.

Section 5.02 Qualifications of Paying Agent/Registrar. Each Paying Agent/Registrar shall be a commercial bank, a national banking association trust company organized under the

laws of the State of Texas, or other entity duly qualified and legally authorized to serve as, and perform the duties and services of, paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination of Paying Agent/Registrar. The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated a certified copy of a resolution of the City (i) giving notice of the termination of the appointment, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar.

Section 5.05 Notice of Change of Paying Agent/Registrar to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first-class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement of Paying Agent/Registrar to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07 Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

## ARTICLE 6

### FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in **Exhibit B** attached hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any applicable statement of

insurance and any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof. The Pricing Certificate shall set forth the final and controlling terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(b) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof. The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds. The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas (which shall only appear on the Initial Bond), the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially in the form of attached **Exhibit B**.

Section 6.03 CUSIP Registration. The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving such Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion. The approving legal opinion of Bond Counsel, may be attached to or printed on each Bond over the certification of the City Clerk or Alternate City Clerk of the City, which certification may be executed in facsimile.

Section 6.05 Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

## ARTICLE 7

### PUBLIC SERVICE BOARD

#### Section 7.01 Public Service Board.

(a) Pursuant to the authority contained in Texas Government Code, Section 1502.071, as amended, during such time as any of the Bonds herein authorized are outstanding and unpaid, the Board shall have complete authority and control of the management and operation of the System.

(b) The Board shall consist of seven members, one of whom shall be the Mayor of the City who shall ex officio be one member of the Board. Each term of office shall be four years with no member being appointed to more than two consecutive terms. To the extent not prohibited by State law or in conflict with the ordinances authorizing the Bonds Similarly

Secured, each member shall continue to serve until his or her successor is appointed and qualified, or until 30 days have passed beyond the expiration of such term, whichever event occurs first. After that time a vacancy on the Board shall exist and the former member shall have no power to vote or participate in Board proceedings; but such vacancy shall not serve to reduce the number of members required for a quorum.

Each vacancy in Board membership whether occasioned by expiration of office or otherwise shall be filled by the City Council from three persons eligible to serve as Board members and presented to City Council. A selection committee selected by the City Council and comprised of the Board and such additional members as appointed by City Council shall agree upon and submit to City Council the names of such three eligible persons.

Any member of the Board, other than the Mayor, who shall be continuously absent from all meetings of the Board for a period of three consecutive months shall, unless he or she shall be granted leave of absence by the unanimous vote of the remaining members of the Board, be removed from office, but only for adequate cause. As City Council appointees, members of the Board are subject to the City's ethics ordinance, Chapter 2.92 of the City Code of the City, as amended, and must comply with the applicable provisions contained therein.

(c) The Board shall elect one of its own members as Chairman and one as Vice-Chairman and appoint a Secretary and a Treasurer or a Secretary-Treasurer, who may, but need not, be a member or members of the Board. The Board may make such regulations or any by-laws for the orderly handling of its affairs as it may in its discretion see fit and shall thereafter, subject to the pertinent laws of the State of Texas, operate and manage the System with the same freedom and in the same manner as are ordinarily enjoyed by the Board of Directors of a private corporation operating properties of a similar nature.

Subject to the provisions and restrictions contained in this Ordinance, all of which shall be binding on the Board, the Board shall have complete authority and control of the management and operations of the System and the expenditure and application of its revenues.

(d) The Board shall elect or appoint all officers and employees which it may consider desirable, including a President/Chief Executive Officer of the EPWU. The President/Chief Executive Officer shall be responsible to appoint officers and employees that directly report to the President/Chief Executive Officer, including, an attorney or attorneys, vice president(s) and such other personnel that directly report to the President/Chief Executive Officer. All other officers and employees, except members of the Board, the President/Chief Executive Officer, attorneys, vice president(s) and persons directly reporting to the President/Chief Executive Officer or vice president(s) shall serve under the City Civil Service provisions as are or may be established by the Charter of the City or the laws of Texas, and the Board shall have the same authority with respect to such officers and employees as that of the City Council with respect to other officers and other employees of the City. The Board shall obtain and keep continually in force an employers' fidelity and indemnity bond of the so-called blanket type, written by a solvent and recognized indemnity company, and covering losses to the amount not to exceed \$50,000.

(e) The members of the Board, other than the Mayor shall, for each meeting attended, receive the sum of \$20.00, except that the amount so paid to any member of the Board in any fiscal year shall not exceed \$5,000. The members of the Board shall not personally be liable for any act or omission not willfully fraudulent or committed in bad faith.

## ARTICLE 8

### FUNDS; FLOW OF FUNDS

#### Section 8.01 Special Funds.

(a) The City covenants and agrees that all revenues derived from the operation of the System shall be kept separate from other funds of the City. To that end, the following special funds heretofore established are hereby reaffirmed and shall be maintained at the Depository Bank so long as any of the Bonds Similarly Secured are Outstanding, to-wit:

(i) “City of El Paso, Texas, Municipal Drainage Utility System Revenue Fund” (herein called the “Revenue Fund”);

(ii) “City of El Paso, Texas, Municipal Drainage Utility System Bonds Interest and Sinking Fund” (herein called the “Interest and Sinking Fund”);

(iii) “City of El Paso, Texas, Municipal Drainage Utility System Bonds Reserve Fund” (herein called the “Reserve Fund”); and

(iv) “City of El Paso, Texas, Municipal Drainage Utility System Improvement Fund” (herein called the “Improvement Fund”).

The Interest and Sinking Fund and the Reserve Fund shall be held in trust solely for the benefits of the Owners and the Owners of the Bonds Similarly Secured.

(b) The “City of El Paso, Texas Municipal Drainage Utility System Revolving Note Payment Fund” (the “Note Payment Fund”) heretofore created by the ordinance authorizing the City’s Tax-Exempt Revolving Notes, Series A and Taxable Revolving Notes, Series B, herein referred to as the “Subordinate Lien Obligations,” is hereby reaffirmed.

Section 8.02 Revenue Fund. All Revenues shall be deposited from day to day as collected into the Revenue Fund. Moneys on deposit in the Revenue Fund shall first be used to pay all Operating and Maintenance Expenses. The Revenues of the System not actually required to pay Operating and Maintenance Expenses (the “Net Revenues”) shall be transferred from the Revenue Fund to the other Funds in this Ordinance, in the order of priority, in the manner, and in the amounts set forth below:

(a) Interest and Sinking Fund. In addition to the deposits required by ordinances authorizing the Previously Issued Bonds, there shall be deposited into the Interest and Sinking Fund the following:

(i) such amounts, in equal monthly installments, commencing on the first day of the month next following the Closing Date, and on the first day of each month thereafter, as will be sufficient to pay the interest scheduled to come due on the Bonds on

the next interest payment date, less any amounts already on deposit therein for such purpose derived from the proceeds of the Bonds or from any other lawfully available source; and

(ii) such amounts, in equal monthly installments, commencing on the first day of the month next following the Closing Date, and on the first day of each month thereafter, as will be sufficient to pay the next maturing principal of the Bonds, including any scheduled mandatory redemption of Bonds.

The Interest and Sinking Fund shall be used to pay the principal of and interest on the Bonds Similarly Secured as such principal matures and such interest becomes due.

(b) Reserve Fund. So long as the funds on deposit in the Reserve Fund created for the benefit of the Bonds Similarly Secured are equal to the Reserve Fund Requirement, no deposits need to be made to the credit of the Reserve Fund; but should the Reserve Fund at any time contain less than the Reserve Fund Requirement, then, subject and subordinate to making the required deposits to the credit of the Interest and Sinking Fund, the City shall transfer from the Net Revenues in the Revenue Fund and deposit to the credit of the Reserve Fund, on the first day of each month, such amounts in equal monthly installments to accumulate within sixty (60) months a sum equal to the Reserve Fund Requirement. The money on deposit in the Reserve Fund may be used to pay the principal of and interest on the Bonds Similarly Secured at any time there are not sufficient funds on deposit in the Interest and Sinking Fund for such purpose.

In accordance with the procedures specified in the preceding paragraph, the City hereby directs that the deposits, if any, being made to the Reserve Fund be increased to accumulate in the Reserve Fund within sixty (60) months from the date of the Bonds an amount equal to the Reserve Fund Requirement.

Notwithstanding anything herein to the contrary, the City retains the right, with respect to the Bonds and subsequent issues of Additional Bonds to fund the Reserve Fund Requirement in whole or in part with a surety bond or insurance policy issued by an insurance company or other entity that is rated either for the long term unsecured debt of the issuer of such surety bond or for obligations insured, secured or guaranteed by such issuer have a rating in the highest letter category by two major municipal securities rating or evaluation services, and money deposited to the credit of the Reserve Fund may be used to make any payments required to satisfy the City's repayment obligation to the issuer of such surety bond or insurance policy in the same manner and with like effect as if such payments were being used to accumulate, maintain or restore the Reserve Fund Requirement in cash or with authorized investments.

(c) Note Payment Fund. In addition to the foregoing deposits, in order to provide for the payment of and security for any Subordinate Lien Obligations there shall be deposited to the Note Payment Fund amounts sufficient to pay when due the principal of and interest on the Subordinate Lien Obligations.

(d) Improvement Fund. All money remaining in the Revenue Fund at the end of each month after all payments required to be made therefrom in such month have been made and all deficiencies accumulated from prior months have been remedied shall continue to be paid to the

Improvement Fund established in connection with the System, and shall be held in and paid out from such Fund for the following purposes:

- (i) To pay the cost of any special or extraordinary repairs or replacements to or of the properties comprising the System, properly payable with such money under the laws of the State of Texas, necessitated by reason of some emergency; and
- (ii) To the extent now or hereafter permitted by law, any lawful purpose.

Section 8.03 Investment of Funds.

(a) Money deposited to the credit of any Fund referenced in this Ordinance may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from such Funds will be available at the proper time or times. Such investments (except State and Local Government Series investments held in book entry form, which shall at all times be valued at cost) shall be valued in terms of current market value within 45 days of the close of each Fiscal Year and, with respect to investments held for the account of the Reserve Fund, within 30 days of the date of passage of each ordinance authorizing the issuance of Additional Bonds. All interest and income derived from deposits and investments in the Interest and Sinking Fund immediately shall be credited to, and any losses debited to, the Interest and Sinking Fund. All interest and interest income derived from deposits in and investments of the Reserve Fund shall, subject to the limitations provided in Section 8.02(b) hereof, be credited to and deposited in the Revenue Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

All moneys on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds.

Section 8.04 Contributions in Aid of Construction. Any moneys that may be received by the Board that shall represent contributions in aid of construction shall be deposited in a separate account at the Depository Bank. Such contributions shall not be considered as part of the Revenues of the System. Payments from such bank account shall be made only for the purposes for which the contributions were made, including any refunds that may become due to any contributor.

## ARTICLE 9

### DEPOSIT OF PROCEEDS; CONTROL AND DELIVERY OF BONDS

Section 9.01 Deposit of Proceeds.

(a) The proceeds of sale of the Bonds shall be disbursed by the Paying Agent/Registrar on the Closing Date pursuant to written instructions from the City's Financial Advisor.

(b) All amounts, if any, received on the Closing Date as accrued interest on the Bonds shall be deposited to the Interest and Sinking Fund.

(c) Bond proceeds, less the accrued interest, if any, referenced in the preceding paragraph, amounts to pay costs of issuance and amounts to pay municipal bond insurance premium, if any, shall be deposited as provided in the Pricing Certificate.

#### Section 9.02 Control and Delivery of Bonds.

(a) The Mayor, or in his absence, the Mayor Pro-Tem, is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision of the City Manager of the City or the President/Chief Executive Officer of the EPWU against receipt by the City of all amounts due the City under the terms of the sale.

### ARTICLE 10

#### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01 Insurance. The City hereby agrees that it will carry at all times for the benefit of the Owners of the Bonds, such insurance on the System that is reasonably obtainable of the kinds and in the amounts which are usually carried by private companies operating similar properties. Such insurance may be provided by means of a self-insurance fund in which event deposits to such fund shall be a maintenance and operating expense of the System.

Section 10.02 Books and Records. The City hereby covenants and agrees that complete and proper books of records and account will be kept and that the Owners of any of the Bonds, or any duly authorized agent or agents of such Owners, shall have the right to inspect such records at all reasonable times. The Board will within sixty (60) days following the close of each fiscal year, cause an audit of the books and accounts to be made by an independent firm of certified public accountants and that such audit will be available for inspection by the Owners of any of the Bonds.

#### Section 10.03 Additional Covenants.

(a) Additional Bonds. The City may issue "Additional Bonds" if the following conditions are met:



(i) the City is not then in default as to any covenant, condition or obligation prescribed by an ordinance authorizing the issuance of any bonds payable from and secured by a first lien on and pledge of the Net Revenues;

(ii) the Additional Bonds are made to mature on March 1 or September 1 in each of the years in which they are scheduled to mature;

(iii) the City has secured a certificate or opinion of a Certified Public Accountant to the effect that, according to the books and records of the City, the Net Revenues for the last completed Fiscal Year, or for 12 consecutive months out of the 15 months, immediately preceding the date of issuance of the Additional Bonds (the date of issuance being the date of delivery of all or a portion of the Additional Bonds to the initial purchasers) are at least equal to 1.25 times the Average Annual Debt Service for all Outstanding Bonds Similarly Secured after giving effect to the issuance of the Additional Bonds then being issued. In making a determination of the Net Revenues, the Accountant may take into consideration a change in the charges for services afforded by the System that became effective at least sixty (60) days prior to the last day of the period for which Revenues are determined and, for purposes of satisfying the above Revenues test, make a pro forma determination of the Net Revenues of the System for the period of time covered by his certification or opinion based on such change in charges being in effect for the entire period covered by the certificate or opinion of the Accountant.

(iv) the Reserve Fund Requirement shall be increased as necessary and any such additional amount shall be accumulated in equal monthly installments during a period not to exceed sixty (60) months.

(b) Refunding Bonds. The City reserves the right to issue refunding bonds to refund all or any part of the Bonds Similarly Secured (pursuant to any law then available) upon such terms and conditions as the City Council of the City may deem to be in the best interest of the City and its inhabitants, and if less than all such Bonds Similarly Secured then Outstanding are refunded, the conditions precedent prescribed (for the issuance of Additional Bonds) set forth in subparagraph (a)(iii) of this Section shall be satisfied and the certificate of the Accountant required in subparagraph (a)(iii) shall give effect to the Debt Service requirements of the proposed refunding bonds (and shall not give effect to the Debt Service requirements of the Bonds Similarly Secured being refunded following their cancellation or provision being made for their payment).

(c) Obligations of Inferior Lien and Pledge. The City hereby reserves the right to issue obligations payable from and secured by a lien on and pledge of the Net Revenues of the System, junior and subordinate in rank and dignity to the lien and pledge securing the payment of the Bonds Similarly Secured, as may be authorized by the laws of the State of Texas.

(d) Maintain and Operate System Efficiently. The City and the Board hereby covenant, respectively, that they will maintain and operate the System with all possible efficiency, in good working order and at a reasonable cost while any of the Bonds remain Outstanding and faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State.

(e) Rate Covenant. The Board hereby covenants that it will establish and maintain rates for services supplied by the System which shall produce or yield Net Revenues equal to 1.25 times the Average Annual Debt Service requirements of all Bonds Similarly Secured.

(f) Debt Service Coverage Ratio. The Board hereby covenants that each Fiscal Year while the Bonds are Outstanding, it will operate the System in a manner that results in the Net Revenues equaling 1.25 times the Average Annual Debt Service requirements of all Bonds Similarly Secured.

(g) Charges for Water and Sewer and Drainage Service. The City and the Board hereby covenant that charges for drainage services will be made jointly with charges made for the sale of water and sewer services. Such charges shall be required to be paid by the customer at the same time.

(h) Enforcement. To exercise and pursue with due diligence available remedies provided by law for the collection of delinquent drainage charges, including the power under Section 552.050 of the Act to discontinue all utility services, particularly water and sewer services provided by the City to a user of benefited property who is delinquent in the payment of drainage charges.

(i) Nonimpairment of Lien. The City and the Board hereby covenant, respectively, to take no action or omit to take any action, or suffer to be done or omitted to be done, any matter or thing whatsoever whereby the lien of the Bonds Similarly Secured on the Net Revenues of the System might or could be lost or impaired, and that the Board will pay or cause to be paid, or will make adequate provision for the satisfaction and discharge of all lawful claims and demands for labor, materials, supplies, or other objects which, if unpaid, might by law be given precedence to, or an equality with the Bonds Similarly Secured as a lien or charge upon the revenues of the System or any part thereof; provided that nothing in this subsection (i) shall be construed to require the Board to pay, discharge or make provision for any such lien, charge, claim or demand so long as the validity thereof shall be by it in good faith contested.

(j) No Sale or Encumbrance of System. The City and the Board hereby covenant, respectively, that they will not in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until the Bonds Similarly Secured shall have been paid in full as to both principal and interest; provided, however, that this covenant shall not be construed to prevent the disposal by the City of property, which in the Board's judgment has become inexpedient to use in connection with the System, when other property of equal value is substituted therefor or when the proceeds of such disposition of such property are placed in the Interest and Sinking Fund, in addition to all other amounts required to be placed in the Interest and Sinking Fund in the current fiscal year, and are used for the retirement of Bonds Similarly Secured in advance of their respective maturities.

(k) No Competing Systems. The City hereby covenants that it will not grant a franchise for the operation of any competing drainage system in the City until all Bonds Similarly Secured have been paid in full with respect to principal and interest.

(l) No Free Service. The Board hereby covenants that it will not permit free drainage to be supplied to the City or to any other user (other than those persons exempt under the Act and/or applicable law) and the City hereby agrees that it will pay from its general fund the reasonable value of all drainage services obtained from the System by the City and all departments and agencies thereof.

Section 10.04 Payment of Bonds. While any of the Bonds are Outstanding, the Chief Financial Officer of the EPWU shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Interest and Sinking Fund, and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds.

## ARTICLE 11

### COVENANTS TO MAINTAIN TAX EXEMPT STATUS

#### Section 11.01 Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“Closing Date” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause interest on any Bond issued hereunder to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last stated maturity of the Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Revolving Notes), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Revolving Notes) or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to

make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final stated maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax

purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the stated maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the City Manager, the President/Chief Executive Officer of the EPWU, the Vice President of Strategic, Financial and Management Services of the EPWU and/or the Chief Financial Officer of the EPWU, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such original obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The payment and discharge of the Refunded Revolving Notes will occur within ninety (90) days after the issuance of the Bonds and, therefore, the portion of the Bonds issued to refund such obligations are a current refunding.

Section 11.02 Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Article 11 shall survive the defeasance and discharge of the Bonds.

## ARTICLE 12

### DEFAULT AND REMEDIES

Section 12.01 Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Interest and Sinking Fund or the Reserve Fund as required by the Ordinance, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in the Ordinance, the Owner or Owners of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition or obligation prescribed in the Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, nor shall such delay or omission be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 12.02 Remedies Not Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

## ARTICLE 13

### DISCHARGE

Section 13.01 Discharge. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of Net Revenues of the System under this Ordinance and all covenants, agreements, and other obligations of the City to the Owners shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effective expressed in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations shall mature as to principal and interest in such amounts and at such times as will

insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the stated maturity thereof. In the event of a defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Obligations to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The City covenants that no deposit of moneys or Government Obligations will be made under this Section and no use will be made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Code or the regulations adopted pursuant thereto.

All moneys so deposited with the Paying Agent/Registrar or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section, which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the stated maturity of the Bonds such moneys were deposited and are held in trust to pay shall upon request of the City be remitted to the City against a written receipt therefor. The provisions of this paragraph are subject to the applicable unclaimed property law of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Obligations for the Government Obligations originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

## ARTICLE 14

### SALE AND DELIVERY OF BONDS; OFFICIAL STATEMENT

#### Section 14.01 Sale of Bonds - Official Statement.

(a) The Bonds authorized by this Ordinance may be sold by the City to the Purchaser by (i) negotiated sale, in accordance with a bond purchase agreement (the “Purchase Contract”),



(ii) private placement, in accordance with an agreement to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Article 3 hereof. In the event the Bonds are sold by negotiated sale, the Pricing Officer shall designate and identify the Purchaser in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the City and as the act and deed of this City Council.

The Mayor, City Clerk and Alternate City Clerk of the City are further authorized and directed to manually or electronically execute and deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchaser, in final form as may be required by the Purchaser, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually or electronically executed by such officials shall be deemed to be approved by the City Council of the City and constitute the Official Statement authorized for distribution and use by the Purchaser.

(b) The City Manager, the President/Chief Executive Officer of the EPWU, the Vice President of Strategic, Financial and Management Services of the EPWU, the Chief Financial Officer of the EPWU or any other officer of the City are each authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the provisions and terms of this Ordinance and the Pricing Certificate.

(c) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of Norton Rose Fulbright US LLP, Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date. The engagement of such firm as Bond Counsel to the City in connection with the issuance of its System revenue bonds is hereby approved and confirmed.

## ARTICLE 15

### CONTINUING DISCLOSURE UNDERTAKING

#### Section 15.01 Annual Reports.

(a) The City shall cause the Board to provide annually to the MSRB (1) within six months after the end of each fiscal year (beginning with the fiscal year stated in the Pricing Certificate) financial information and operating data with respect to the System of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the System, when and if available, and in any case within 12 months after the end of each fiscal year (beginning with the fiscal year stated in the Pricing Certificate). Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation, and

audited, if the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the Board will provide unaudited financial statements by the required time and audited financial statements when and if such audited financial statements become available.

(b) If the Board changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Board otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

#### Section 15.02 Notice of Certain Events.

(a) The City will cause the Board to provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners of the Bonds, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the Board or City, which shall occur as described below;

(xiii) the consummation of a merger, consolidation, or acquisition involving the Board or City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) incurrence of a Financial Obligation of the Board, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Board, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Board, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (a)(xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Board or City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Board or City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Board or City, and (b) the City intends the words used in the immediately preceding subsections (a)(xv) and (a)(xvi) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) The City hereby instructs the Board to notify the MSRB, in a timely manner, of any failure by the Board to provide financial information or operating data in accordance with this Section by the time required by this Section.

**Section 15.03 Filings with the MSRB.** All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

#### **Section 15.04 Limitations, Disclaimers and Amendments**

(a) The City, acting through the Board, shall be obligated to observe and perform the covenants specified in this Article with respect to the City, the Board and the Bonds while, but only while, the City or the Board remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City will cause the Board in any event to give notice required by Section 15.02 hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person”.

(b) The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE BOARD OR THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the Board or the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

(d) Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Board or the City under federal and state securities laws.

(e) Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City or the Board, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance

with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE 16 PAYMENT OF REFUNDED REVOLVING NOTES; ESCROW AGENT

Section 16.01 Payment of Refunded Revolving Notes. Following the deposit of funds to the credit of the Note Payment Fund as specified in the Pricing Certificate, the Refunded Revolving Notes shall be payable solely from and secured by such deposits and shall cease to be payable from Net Revenues.

### Section 16.02 Escrow Agreement.

(a) An “Escrow Agreement” (the “Escrow Agreement”) by and between the City and an authorized escrow agent designated in the Pricing Certificate (the “Escrow Agent”), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement as executed by such Pricing Officer shall be deemed approved by this City Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Revolving Notes;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent’s compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents’ charges relating to the Refunded Revolving Notes.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement (the “Escrowed Securities”), if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchaser for deposit to the credit of the “CITY OF EL PASO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2021A ESCROW FUND” (referred to herein as the “Escrow Fund”), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Chapter 1207, the Ordinance, the Pricing Certificate and the Escrow Agreement. To the extent permitted by the Escrow Agreement and if the Pricing Officer determines such an arrangement is in the City’s best interest, the Pricing Officer is authorized to direct the Escrow Agent to reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof in substituted Escrowed Securities and authorize the Escrow Agent to enter into any associated contract with a provider of such Escrowed Securities as long as any such substituted Escrowed Securities mature on the dates and in the amounts specified in a

verification report as sufficient to pay the principal of and redemption premium, if any, and interest on the Refunded Revolving Notes when due. All Escrowed Securities delivered under such an arrangement shall be delivered to the Escrow Agent on a "delivery versus payment" basis. To the extent the Pricing Officer determines such an arrangement is in the City's best interest, the Pricing Officer is authorized to sign any associated contract, agreement, certificate or instruction letter with respect to such arrangement.

On or immediately prior to the date of the delivery of the Bonds to the Purchaser, the Pricing Officer, or other authorized City official, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Revolving Notes an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Revolving Notes (or the amount of accrued interest due thereon) on their scheduled maturity date (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

## ARTICLE 17

### MISCELLANEOUS

#### Section 17.01 Amendment to Ordinance.

(a) ***Amendments Without Consent.*** This Ordinance, the Pricing Certificate, and the rights and obligations of the City and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Previously Issued Bonds, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the City contained in this Ordinance or the Pricing Certificate, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Ordinance or the Pricing Certificate;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Ordinance or the Pricing Certificate, upon receipt by the City of an opinion of nationally recognized bond counsel, that the same is needed for such purpose, and will more clearly express the intent of this Ordinance or the Pricing Certificate;

(iii) To supplement the security for the Bonds, replace or provide additional credit facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Bonds Similarly Secured, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in

the judgment of the City, materially adversely affect the interests of the owners of the outstanding Bonds Similarly Secured; or

(v) To make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the owners of outstanding Previously Issued Bonds.

Notice of any such amendment may be published by the City in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory resolution and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory resolution.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Ordinance, the owners of outstanding Bonds aggregating a majority in outstanding principal amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Ordinance or the Pricing Certificate which may be deemed necessary or desirable by the City; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the outstanding Bonds, the amendment of the terms and conditions in this Ordinance, in the Pricing Certificate or in the Bonds so as to:

- (i) Make any change in the maturity of the outstanding Bonds;
- (ii) Reduce the rate of interest borne by outstanding Bonds;
- (iii) Reduce the amount of the principal payable on outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the owners of less than all Bonds then outstanding; or
- (vi) Change the minimum percentage of the outstanding principal amount of Bonds necessary for consent to such amendment.

(c) ***Notice.*** If at any time the City shall desire to amend this Ordinance or the Pricing Certificate other than pursuant to subsection (a) of this Section, the City shall cause written notice of the proposed amendment to be given by certified mail to each registered owner of the Bonds affected at the address shown on the Register. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file with the City Clerk or Alternate City Clerk for inspection by all owners of Bonds.

(d) ***Consent Irrevocable.*** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of eighteen (18) months from the date of mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after eighteen (18) months from the date of mailing by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such

revocation shall not be effective if the owners of a majority in outstanding principal amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(e) ***Ownership.*** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the registration books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

**Section 17.02 Further Procedures.** The Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the President/Chief Executive Officer of the EPWU, the Vice President of Strategic, Financial and Management Services of the EPWU, and/or the Chief Financial Officer of the EPWU and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the President/Chief Executive Officer of the EPWU, the Vice President of Strategic, Financial and Management Services of the EPWU or the Chief Financial Officer of the EPWU and the City's Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the Chief Financial Officer of the City or the Pricing Officer may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, "facsimile signature" means a reproduction of the manual signature of an authorized officer that is made by any method.

**Section 17.03 Municipal Bond Insurance.** The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of



municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

Section 17.04 Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 17.05 Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 17.06 Effectiveness. This Ordinance shall take effect and be in force from and after its passage and approval.

*[The remainder of this page intentionally left blank.]*

APPROVED AND ADOPTED this 2<sup>nd</sup> day of March, 2021.

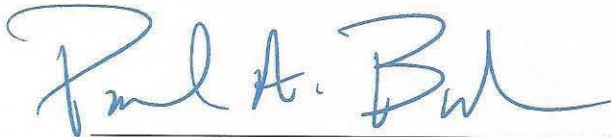
\_\_\_\_\_  
Oscar Leeser  
Mayor, City of El Paso, Texas

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk, City of El Paso, Texas

(SEAL)

APPROVED AS TO FORM:



\_\_\_\_\_  
Paul A. Braden  
Bond Counsel



\_\_\_\_\_  
Karla Nieman  
City Attorney  
City of El Paso, Texas

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Marcela Navarrete  
Vice President, Strategic, Financial  
and Management Services  
El Paso Water Utilities

**EXHIBIT A**  
**PAYING AGENT/REGISTRAR AGREEMENT**

**EXHIBIT B**

(a) Form of Bond.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF EL PASO  
CITY OF EL PASO, TEXAS,  
MUNICIPAL DRAINAGE UTILITY SYSTEM  
REVENUE REFUNDING BONDS, SERIES 2021A

INTEREST RATE:      MATURITY DATE:      INITIAL DATE:      CUSIP NO.:  
\_\_\_\_\_%      March 1, 20\_\_\_\_, 20\_\_\_\_

The City of El Paso (the "City"), in the County of El Paso, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_ or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

unless this Bond shall have been sooner called for prior redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the date of delivery or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_\_\_. The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated payment/transfer office in Minneapolis, Minnesota (the "Designated Payment/Transfer Office") of Wells Fargo Bank, National Association, Minneapolis, Minnesota, Paying Agent/Registrar, or at the Designated Payment/Transfer Office of any successor thereto. Interest on this Bond is payable by check, dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty days thereafter, a new record date for such interest

payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which date shall be fifteen days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of \_\_\_\_\_, 20\_\_, issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Bonds"), and issued pursuant to the authority provided by Texas Government Code, Chapters 1207 and 1502, as amended, and a certain ordinance of the City (the "Ordinance"), for the purposes of (i) refunding the Refunded Revolving Notes and (ii) paying the costs of issuing the Bonds as described in the Ordinance. Capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Ordinance.

The Bonds are special obligations of the City, payable solely from and, together with the Previously Issued Bonds (identified and defined in the Ordinance), equally and ratably secured by a first lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's Municipal Drainage Utility System (as defined in the Ordinance and hereinafter referred to as the "System"). The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Net Revenues. The Owner hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the terms and conditions prescribed therefor, the City has reserved the right to issue additional revenue obligations payable from and equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System, in the same manner and to the same extent as the Bonds.

The City reserves the option to redeem Bonds maturing on or after March 1, 20\_\_, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on \_\_\_\_\_, 20\_\_ or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the redemption date. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall assign a separate number for each \$5,000 portion of the Bonds and select the portion or portions of the Bond to be redeemed by lot or by any other customary method that results in a random selection.

The Bonds stated to mature on March 1, 20\_\_ and March 1, 20\_\_ (the “Term Bonds”) are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the following schedule:

Term Bonds Maturing March 1, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 20__	\$ ,000
March 1, 20__ (maturity)	\$ ,000

Term Bonds Maturing March 1, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 20__	\$ ,000
March 1, 20__	\$ ,000
March 1, 20__	\$ ,000
March 1, 20__ (maturity)	\$ ,000

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Notice of such redemption or redemptions shall be given by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Ordinance and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is

acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption when such redemption is to occur within 45 calendar days after the transfer or exchange date. However, such limitations of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that such redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City, the Paying Agent/Registrar, nor any such agent shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; and that the interest on and principal of this Bond and the series of which it is a part, together with the Previously Issued Bonds, are secured by and payable from an irrevocable first lien on and pledge of the Net Revenues of the System, as provided in Ordinance, and not from any other revenues, funds or assets of the City.

This Bond shall not be deemed to constitute a debt of the City or a pledge of its faith and credit; nor shall the Owners hereof ever have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Clerk or Alternate City Clerk, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

\_\_\_\_\_  
City Clerk  
City of El Paso, Texas

\_\_\_\_\_  
Mayor  
City of El Paso, Texas

(SEAL)

(b) Form of Comptroller's Registration Certificate.

[to be printed on Initial Bond only]

OFFICE OF THE COMPTROLLER §  
OF PUBLIC ACCOUNTS § REGISTER NO. \_\_\_\_\_  
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of El Paso, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same and that such Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, on this date: \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)



(c) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in Minneapolis, Minnesota is the Designated Payment/Transfer Office for this Bond.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION,  
as Paying Agent/Registrar

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto  
(print or typewrite name, address and Zip Code of transferee):

\_\_\_\_\_  
\_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed By:

\_\_\_\_\_  
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in subsection (a) of this Exhibit, except for the following alterations:

(i) Immediately under the name of the Bond, the headings “Interest Rate” and “Maturity Date” shall be completed with the words “As Shown Below,” and the heading “CUSIP No.” shall be deleted.

(ii) in the first paragraph of the Bond the words “on the Maturity Date specified above, the sum of \_\_\_\_\_ DOLLARS” shall be deleted and the following will be inserted: “on March 1 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-------------------------	----------------------

(Information to be inserted from the Pricing Certificate)

(iii) the Initial Bond shall be numbered T-1.

(f) The Comptroller’s Registration Certificate may be deleted from the definitive Bonds if such Certificate on the Initial Bond is fully executed.

(g) The Certificate of the Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller’s Registration Certificate appears thereon.



**Municipal Drainage Utilities Revenue Refunding Bonds,  
Series 2021 (Taxable)  
&  
Municipal Drainage Utilities Revenue Refunding, Bonds  
2021A (Tax-Exempt)**

**March 2, 2021**

# Municipal Drainage System Tax-Exempt Refunding

- **Revolving Note Paper Fix-Out:**

- **The El Paso Water Utilities - Public Service Board (PSB) is proposing to fix-out \$15,000,000 of outstanding revolving notes and issue tax-exempt fixed rate bonds.**
  - The PSB started the Revolving Note Private Placement Program in 2018 and has utilized it for interim construction financing typically for small projects.
  - The PSB currently has a maximum funding capacity for revolving notes of \$25 million.

# Municipal Drainage System Economic Refunding Summary

## ■ HilltopSecurities reviewed the Utility's debt and narrowed the Taxable refunding candidates to the following:

- Series 2012 – \$8,550,000, Callable on 3/1/2022
- AGGREGATE REFUNDABLE PRINCIPAL: **\$8,550,000**
- EXISTING COUPONS: **3.125%-5.00%**
- PROJECTED GROSS SAVINGS: **\$580,472.50**
- NET PRESENT VALUE SAVINGS: **\$554,973.28**
- NET PRESENT VALUE %: **6.491%**

## ❖ Assumes a Private Placement versus an Open Market Bond Sale

### ➤ Private Placement Sale

- a. Term Sheet versus Official Statement.
- b. Placement Agent will solicit competitive bids from lending institutions. No need to hire and Underwriting team.
- c. Benefits of a Private Placement Sale
  - Savings of over \$85,000 from costs of issuance.
    - ✓ No Underwriting Fees
    - ✓ No Rating Agency Fees
  - Reduced staff time spent preparing documentation for bond sale

# Series 2021 & Series 2021A Impact to Overall Drainage System Debt

A	B	C	D	E	F	G	H
Annual Period Ending 1-Mar	Existing Gross Debt Service	Taxable, Series 2021 Net Effect of 2021 Refunding <sup>(1)</sup>	Series 2021A (Revolving Note Take-Out) Structured Principal			Aggregate Debt Service	Annual Period Ending 1-Mar
			Principal	Interest	Total		
2022	\$ 9,485,413	\$ (53,657)	\$ 630,000	\$ 370,326	\$ 1,000,326	\$ 10,432,082	2022
2023	9,546,413	(114,319)	595,000	401,913	996,913	10,429,006	2023
2024	9,615,913	(183,483)	615,000	385,550	1,000,550	10,432,980	2024
2025	9,674,163	(209,203)	630,000	368,638	998,638	10,463,597	2025
2026	9,733,163	(1,953)	645,000	351,313	996,313	10,727,522	2026
2027	9,804,463	(2,911)	665,000	333,575	998,575	10,800,127	2027
2028	9,875,463	(4,288)	685,000	315,288	1,000,288	10,871,463	2028
2029	9,955,100	(790)	700,000	296,450	996,450	10,950,760	2029
2030	5,769,175	(4,216)	720,000	277,200	997,200	6,762,160	2030
2031	5,765,575	(1,834)	740,000	257,400	997,400	6,761,141	2031
2032	5,656,475	(3,821)	760,000	237,050	997,050	6,649,705	2032
2033	4,635,500		780,000	216,150	996,150	5,631,650	2033
2034	4,630,700		805,000	194,700	999,700	5,630,400	2034
2035	4,647,950		825,000	172,563	997,563	5,645,513	2035
2036	2,889,450		850,000	149,875	999,875	3,889,325	2036
2037	1,249,000		870,000	126,500	996,500	2,245,500	2037
2038	1,244,000		895,000	102,575	997,575	2,241,575	2038
2039	1,248,000		920,000	77,963	997,963	2,245,963	2039
2040			945,000	52,663	997,663	997,663	
2041			970,000	26,675	996,675	996,675	
Total	\$ 115,425,913	\$ (580,473)	\$ 15,245,000	\$ 4,714,364	\$ 19,959,364	\$ 134,804,804	
Refunded Principal:		\$ 8,550,000				Maximum:	\$ 10,950,760
Net Present Value Savings:		\$ 554,973					
Net Present Value Savings %:		6.491%	Tax-Exempt Series 2021A TIC:			2.75%	
Taxable TIC:		1.780%					

(1) Assumes Private Placement, Taxable Refunding, Rates as of January 21, 2021.  
Structured savings to maximize savings over years 2022-2025.

# Parameter Authorization

- **Parameter authorization will enable the sale of the Bonds at optimum timing and structure.**
  - Municipal Drainage Revenue Refunding Bonds, Series 2021 (Taxable – Economic Refunding)
  - Municipal Drainage Revenue Refunding Bonds, Series 2021A (Tax-Exempt – RN Refunding)
- **Council delegates final pricing authority to Pricing Officer(s).**
  - John Balliew
  - Marcela Navarrete
  - Arturo Duran
- **Council to approve parameters as recommended by PSB.**
  - Series 2021 (Taxable Economic Refunding)
    - Maximum True Interest Cost – 2.75%
    - Principal Amount of Issue - \$9,100,000
    - Minimum Present Value Savings Percentage – 3.00%
    - Expiration of Delegated Authority – 6 months
  - Series 2021A (Revolving Note Refunding)
    - Maximum True Interest Cost – 3.25%
    - Principal Amount of Issue - \$15,250,000
    - Final Maturity Date – December 31, 2041
    - Expiration of Delegated Authority – 6 months
- **Pricing Officer can only approve sale if all Council parameters are met.**

# Underwriters

## ■ Staff Recommendation:

- Citigroup (Lead Underwriter)
- Morgan Stanley (Co-Manager)
- Piper Sandler (Co-Manager)



# Timeframe

- **February 10, 2021:** Public Service Board considers request to sell Series 2021 (Taxable) & Series 2021A Bonds
- **March 2, 2021:** City Council considers request to sell Series 2021 (Taxable) & Series 2021A Bonds
- **March 4, 2021:** Private Placement Bids Due for Series 2021 (Taxable)
- **March 15, 2021 (Week of):** Tentative pricing for Series 2021A Bonds
- **April, 1, 2021:** Closing for Series 2021 Bonds (Taxable)
- **April 12, 2021 (Week of):** Tentative closing for Series 2021A Bonds

# QUESTIONS & ANSWERS



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

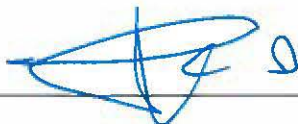
**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

N/A

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

**DEPARTMENT HEAD:**



RAFAEL ARELLANO

FOR: JESSICA HERRERA

BOPIE 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.

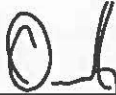
CITY OF EL PASO

\_\_\_\_\_  
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]

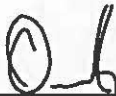
EXECUTED by Seller the \_\_\_\_ day of \_\_\_\_\_, 2021.

**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:   
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.

  
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 Plexsar 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";

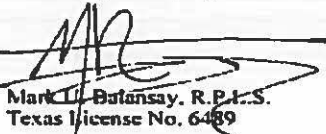
**THENCE**, 207.89 feet continuing along said boundary and along the arc of a curve to the right, having a radius of 135.00 feet, a central angle of 88°13'47", and a chord which bears North 34°05'46" East, a distance of 187.95 feet to a 5/8" rebar with cap marked "RPLS 4178" set on the common boundary 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";

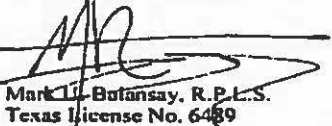
THENCE, 207.89 feet continuing along said boundary and along the arc of a curve to the right, having a radius of 135.00 feet, a central angle of 88°13'47", and a chord which bears North 34°05'46" East, a distance of 187.95 feet to a 5/8" rebar with cap marked "RPLS 4178" set on the common boundary between 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.  
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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: \_\_\_\_\_

# Land Conveyance Contract of Sale

Economic & International Development

**March 2, 2021 - EP City Council : Regular Session**

(Ordinance )

Goal 1: Create an Environment Conducive to Strong,  
Sustainable Economic Development. 1.1 Stabilize and expand El  
Paso's tax base

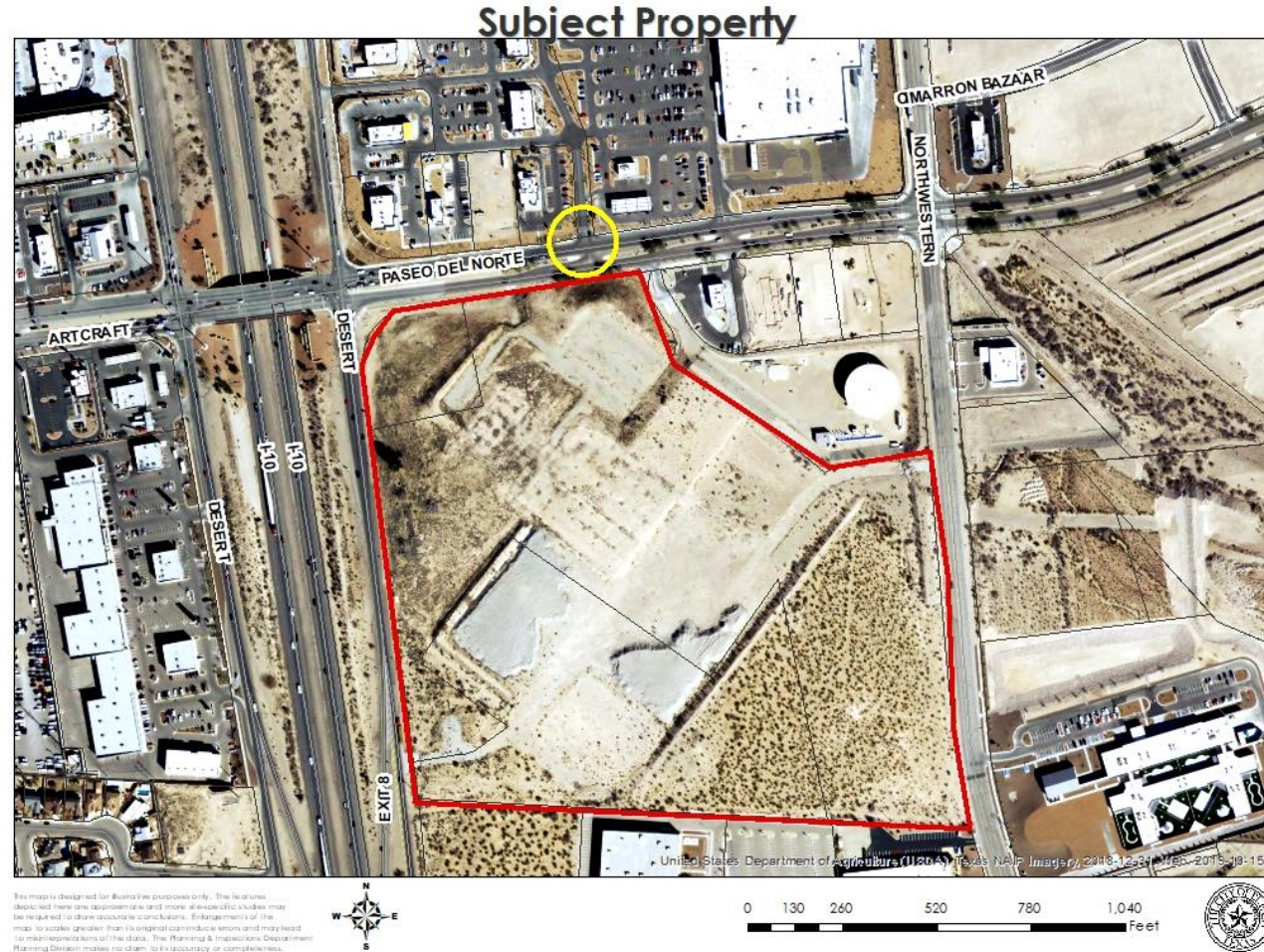
# Contract of Sale

- **43.594-acre parcel** located at the southeastern intersection of **Interstate 10 and Paseo Del Norte**
- Purchase price is **\$18,600,000** plus the cost of insurance for the seller.
  - There will be no reduction in purchase price for any dedicated ROW, floodplain/wetlands, easements and offsite regional retention areas.
- Purchaser will cover all costs
- Purchaser will pay up to **\$600k for traffic signal** construction at Paseo Del Norte (*Walmart exit*)

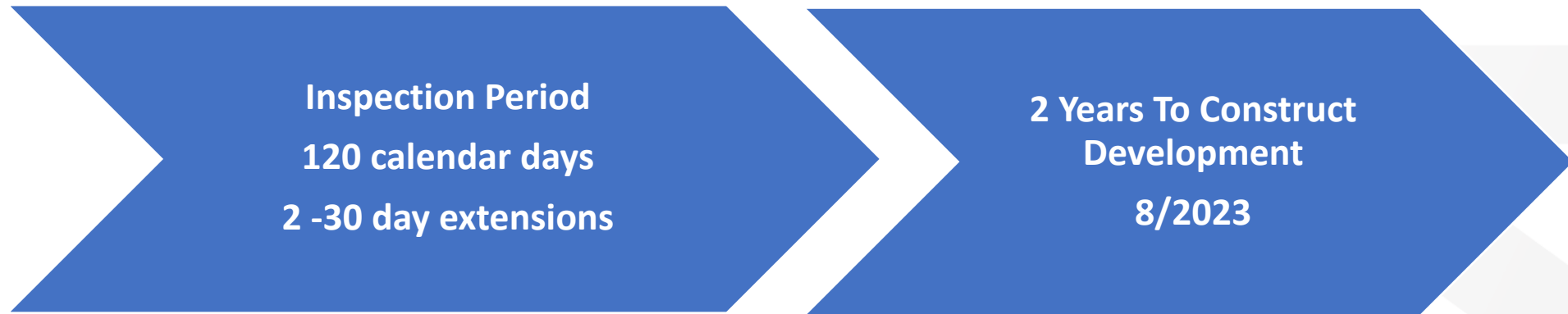




# Location Map



# Timeline & Next Steps



## 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

Questions?



Legislation Text

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**File #: 21-127, Version: 1**

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

**District 7**

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

**SUBJECT:**

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

An Ordinance changing the zoning of 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

**BACKGROUND / DISCUSSION:**

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

The applicant is requesting to rezone from C-1/c/sc (Commercial/condition/special contract) to C-4/c/sc (Commercial/condition/special contract) to allow the subject property to be used as business offices. City Plan Commission recommended 7-0 to approve the proposed rezoning on November 19, 2020. As of January 26, 2021, staff has not received any calls in support or opposition to the rezoning request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

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

N/A

**AMOUNT AND SOURCE OF FUNDING:**

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

N/A

\*\*\*\*\*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 & Inspections, Planning Division

**AGENDA DATE:** February 2, 2021

**PUBLIC HEARING DATE:** March 2, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Martinez, Adriana, (915) 212-1611

**DISTRICT(S) AFFECTED:** 7

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

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

**SUBJECT:**

An ordinance changing the zoning of 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

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone from C-1/c/sc (Commercial/condition/special contract) to C-4/c/sc (Commercial/condition/special contract) to allow the subject property to be used as business offices. City Plan Commission recommended 7-0 to approve the proposed rezoning on November 19, 2020. As of January 26, 2021, staff has not received any calls in support or opposition to the rezoning request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

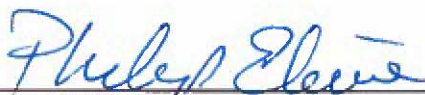
**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:**



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Philip F. Etiwe – Planning and Inspections Director

ORDINANCE NO. \_\_\_\_\_

**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.**

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

Pursuant to Section 20.04.360 of the El Paso City Code, a rezoning of a portion of Lots 2 & 3, Block 1, Las Terrazas Subdivision, 1351 and 1355 Zaragoza Rd., located in the City of El Paso, El Paso County, Texas, and more particularly described by the metes and bounds attached as Exhibit "A", to be changed from C-1/c/sc (Commercial/condition/special contract) to C-4/c/sc (Commercial/condition/special contract), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE CITY OF EL PASO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Leslie B. Jean-Pierre*

Leslie B. Jean-Pierre  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Philip F. Etiwe*

Philip F. Etiwe, Director  
Planning & Inspections Department

ORDINANCE NO. \_\_\_\_\_  
20-1007-2671 | 1045750  
1351 & 1355 Zaragoza Rd.  
LBJ

**PZRZ20-00017**



# 1351 & 1355 Zaragoza Rd.

City Plan Commission — November 19, 2020

REZONING



**CASE NUMBER:** PZR20-00017  
**CASE MANAGER:** Adriana Martinez, (915) 212-1611, [MartinezAD@elpasotexas.gov](mailto:MartinezAD@elpasotexas.gov)  
**PROPERTY OWNER:** Palo Verde Business Park, LLC  
**REPRESENTATIVE:** William Van Haselen  
**LOCATION:** 1351 and 1355 Zaragoza Rd. (District 7)  
**PROPERTY AREA:** 0.2957 acres  
**REQUEST:** Rezone from C-1/c/sc (Commercial/condition/special contract) to C-4/c/sc (Commercial/condition/special contract)  
**RELATED APPLICATIONS:** Condition Release (PZR20-00002)  
**PUBLIC INPUT:** N/A

**SUMMARY OF REQUEST:** The applicant is requesting to rezone from C-1/c/sc (Commercial/condition/special contract) to C-4/c/sc (Commercial/condition/special contract) to allow the subject property to be used as business offices.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is consistent with the surrounding neighborhood. Further, the proposed development meets the intent of the G-4, Suburban (Walkable) land use designation of Plan El Paso, the City's Comprehensive Plan in the East Planning area.

## PZR20-00017

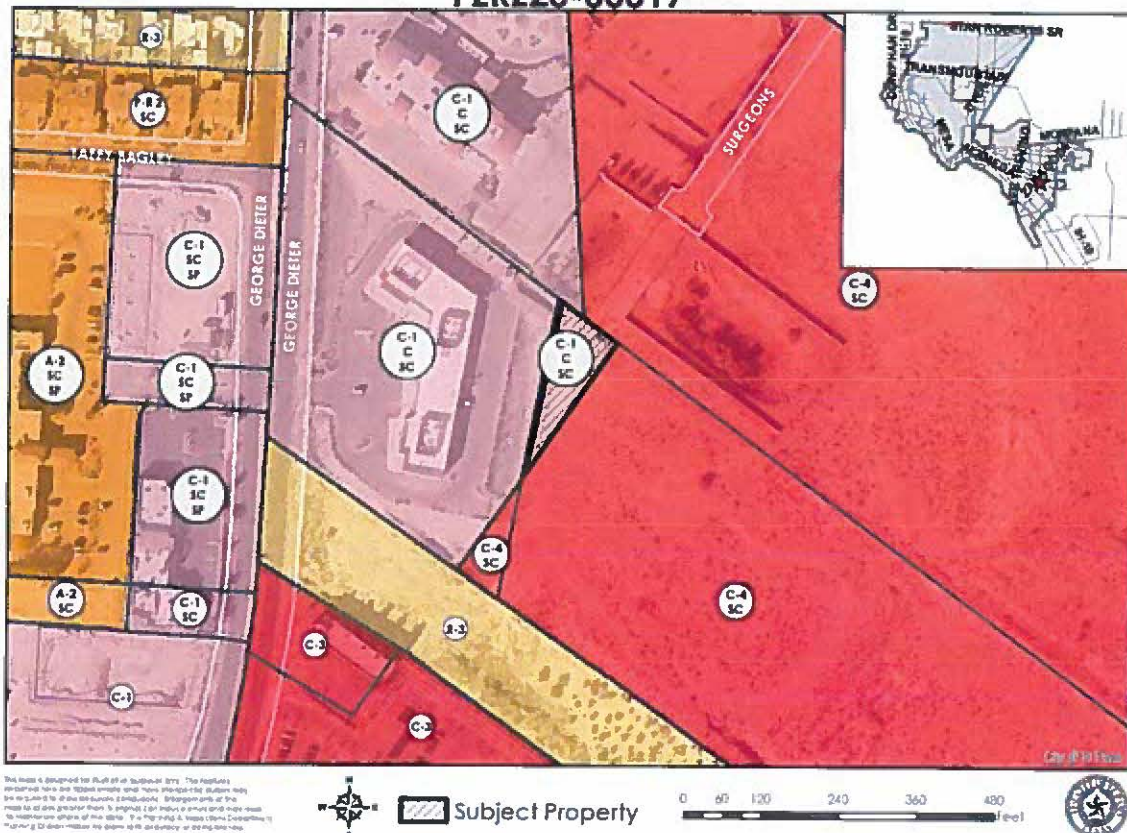


Figure A. Subject Property & Immediate Surroundings



**DESCRIPTION OF REQUEST:** The applicant proposes to rezone a portion of land approximately 0.2957 acres from C-1/c/sc (Commercial/condition/special contract) to C-4/c/sc (Commercial/condition/special contract). The subject property is currently required to comply with the special contract provisions imposed by Ordinance No. 7313, dated September 8, 1981 and Ordinance No. 17870 dated September 18, 2012, which states in part:

Ordinance No. 7313:

- *No building permit shall be issued for the construction on the property until a subdivision plat of the property has been submitted by First Party to the City Plan Commission of the City of El Paso and filed for record.*

Ordinance No. 17870:

- *That a detailed site development plan be approved per City Code prior to the issuance of any building permits as per city code.*

The rezoning request is to allow the entire split zoned property of 10.43 acres of land to be zoned C-4 (Commercial). The property is located at 1351 and 1355 Zaragoza Rd. within the East Planning Area. The conceptual site plan accommodates a total of 15 commercial buildings to be used as business offices. Primary access to the proposed development is from Zaragoza Road.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed development is consistent with the adjacent commercial development within its vicinity and meets the established character of its surrounding neighborhood. Further, the proposed development meets the intent of G-4 Suburban (Walkable) use designation of *Plan El Paso* in the East Planning area. The nearest park is Blackie Chester Park (1.38 miles) and the nearest school is Myrtle Cooper Elementary (0.83 miles).

<b>COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-4 – Suburban:</b> This sector applies to modern single use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property, and the proposed development for it, meet the intent of the G-4 Suburban (Walkable) Future Land Use designation of <i>Plan El Paso</i>. The proposed development will introduce additional commercial uses, to the established neighborhood. The surrounded properties are zoned C-4 (Commercial), C-3 (Commercial), C-1 (Commercial), and R-3 (Residential). The surrounding area uses vary from hospital, commercial retail, restaurants, and financial institution.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-4 (Commercial) District:</b> Establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods. Permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes, the site is suitable for uses permitted in the proposed district, and the proposed development is adjacent to commercial uses. The surrounding uses consist of a hospital, medical offices, commercial retail, restaurants, and financial institution.</p>



<b>COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:</b>	
<b>Preferred Development Locations:</b> Is the property in a "Compact Urban" area?	Yes, the subject property is located along Zaragoza Road, which is classified as a major arterial as per the City of El Paso's Major Thoroughfare Plan.
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no adverse effects predicted from the proposed rezoning. The existing infrastructure was originally designed for the proposed district and uses.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	No effect on the natural environment anticipated as the subject property is in an already developed area.
<b>Stability:</b> Whether the area is stable or in transition.	Yes, the proposed development is within an older area of the city, which represent stability within the G-4, Suburban use designation of Plan El Paso. There has been no rezoning cases within the last five years.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	N/A

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Main access to the proposed commercial development will be Zaragoza Road, which is designated as a Major Arterial as per the City of El Paso's Major Thoroughfare Plan. The subject property as part of Las Terrazas Subdivision. Access and location of driveway on Zaragoza Road shall be coordinated with TxDOT. All existing or proposed paths of travel (accessible sidewalks, wheelchair access curb ramps and driveways) within public rights-of-way shall be in compliance with current ADA/TAS rules and regulations and the current City of El Paso Design Standards for Construction. There is an existing 12-inch diameter water main that extends along the eastside of Zaragoza Road, approximately 25-feet west of and parallel to the eastern right-of-way line of Zaragoza Road. This water main is available for service.

**PUBLIC COMMENT:** The subject property lies within the Eastside Civic Association. Notices sent to property owners within 300 feet on November 5, 2020. As of November 12, 2020, Planning has not received any calls in support or opposition to the rezoning request.

#### **CITY PLAN COMMISSION OPTIONS:**

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

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of Plan El Paso as reflected in the Staff Report, or that the request is

in conformance with other criteria that the CPC identifies from the Comprehensive Plan.  
**(Staff Recommendation)**

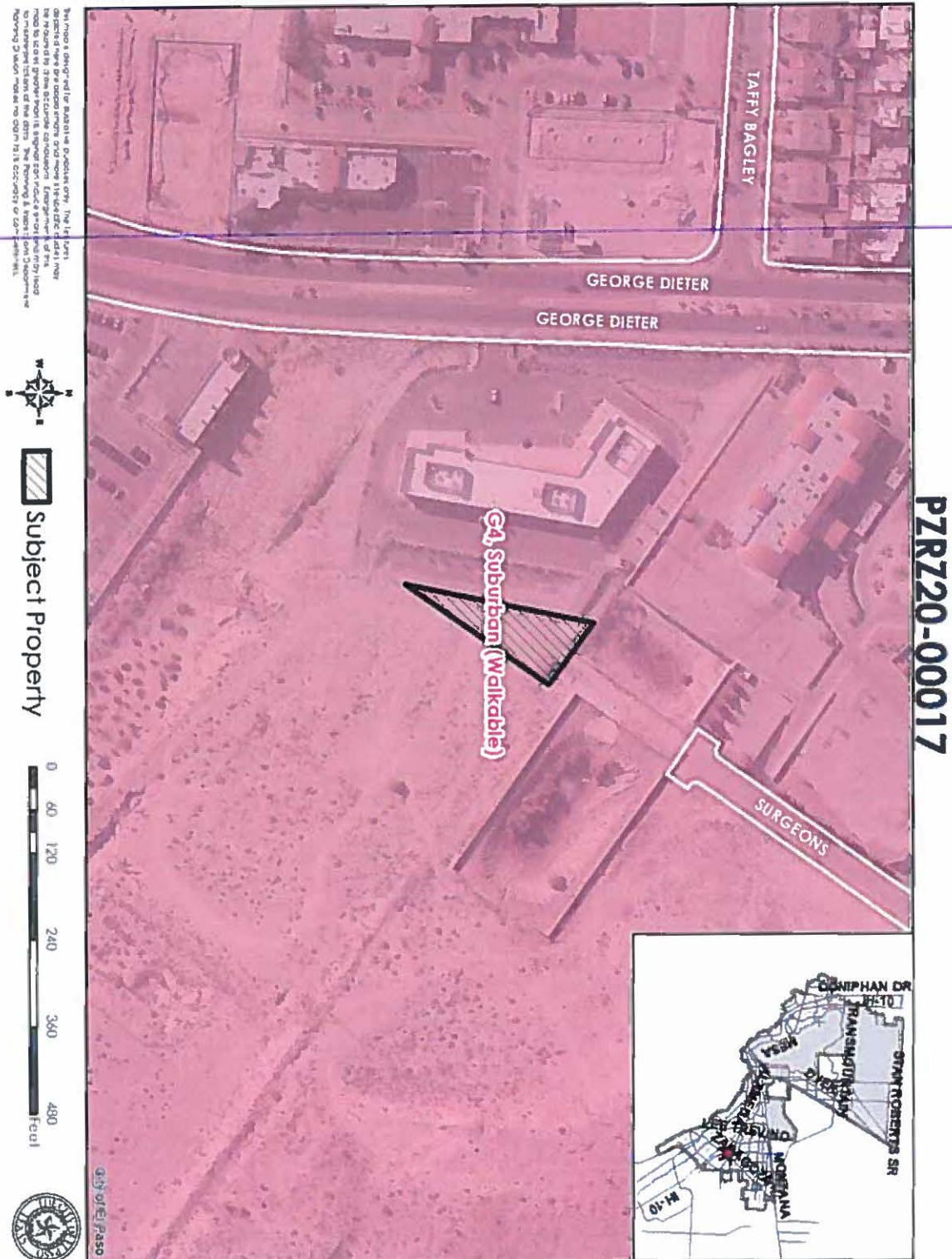
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

**ATTACHMENTS:**

1. Future Land Use Map
  2. Department Comments
  3. Neighborhood Notification Boundary Map
  4. Conceptual Site Plan
-



## ATTACHMENT 1



# **ATTACHMENT 2**

## **Planning and Inspections Department – Planning**

No objections to the Rezoning.

### **Note:**

All existing and/or proposed paths of travel (accessible sidewalks, wheelchair access curb ramps and driveways) located within public rights-of-way shall follow the City of El Paso Design Standards for Construction and be ADA/TAS compliant.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

Generalized Site Plan reviewed and approved for rezoning.

---

## **Planning and Inspections Department – Land Development**

1. Show proposed drainage flow patterns on the plans and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision limits.
2. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
3. Add note on detailed site plan: "The retention of the difference between historic and developed storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, DSC, and DDM Section 11.1)."
4. The Proposed ponding area(s) shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

## **Fire Department**

Recommended approval.

## **Texas Department of Transportation**

TxDOT's comments are as follows:

- Requestor will need to submit a request for a driveway permit and for a grading and drainage review since improvements are proposed abutting TxDOT right-of-way.
- Requests may be submitted to [elp\\_access@txdot.gov](mailto:elp_access@txdot.gov).

## **Sun Metro**

Recommended approval.

## **Streets & Maintenance**

No objections to the proposed rezoning.

## **El Paso Water**

We have reviewed the request described above and provide the following comments:

El Paso Water (EPWater) does not object to this request.

Zaragoza Rd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Zaragoza Rd. right-of-way requires written permission from TxDOT.



**Water:**

There is an existing 12-inch diameter water main that extends along the eastside of Zaragoza Rd., approximately 25-feet west of and parallel to the eastern right-of-way line of Zaragoza Rd. This water main is available for service.

There is an existing 24-inch diameter water main that extends along the eastside of Zaragoza Rd., approximately 7-feet west of and parallel to the eastern right-of-way line of Zaragoza Rd. No direct service connections are allowed to this main as per the El Paso Water Utilities – Public Service Board Rules and Regulations. EPWater records indicate there is no water meters serving the subject property.

---

Previous water pressure from fire hydrant #5785 located at the northeast corner of Zaragoza Rd. and Henry Brennan Dr., has yielded a static pressure of 110 psi, a residual pressure of 70 psi, and a discharge of 1,592 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

**Sewer:**

There is an existing 8-inch diameter sanitary sewer main that extends within a 20-foot PSB easement, north of and parallel to the north property line of the subject property. This sanitary sewer main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along the west side of Zaragoza Rd., approximately 9-feet east of and parallel to the western right-of-way line of Zaragoza Rd. This sanitary sewer main is available for service.

**General:**

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3<sup>rd</sup> floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

**Stormwater Engineering**

We have reviewed the property described above and provide the following comments:

1. Show drainage flow patterns on the plot plan and identify the discharge location for all storm water runoff.
2. Zaragoza Rd. is a state highway; consult TXDOT if runoff is proposed to flow into their ROW.
3. The developer may be responsible for the additional stormwater runoff generated by this development, and must ensure that the historic runoff volume, peak and duration are maintained.

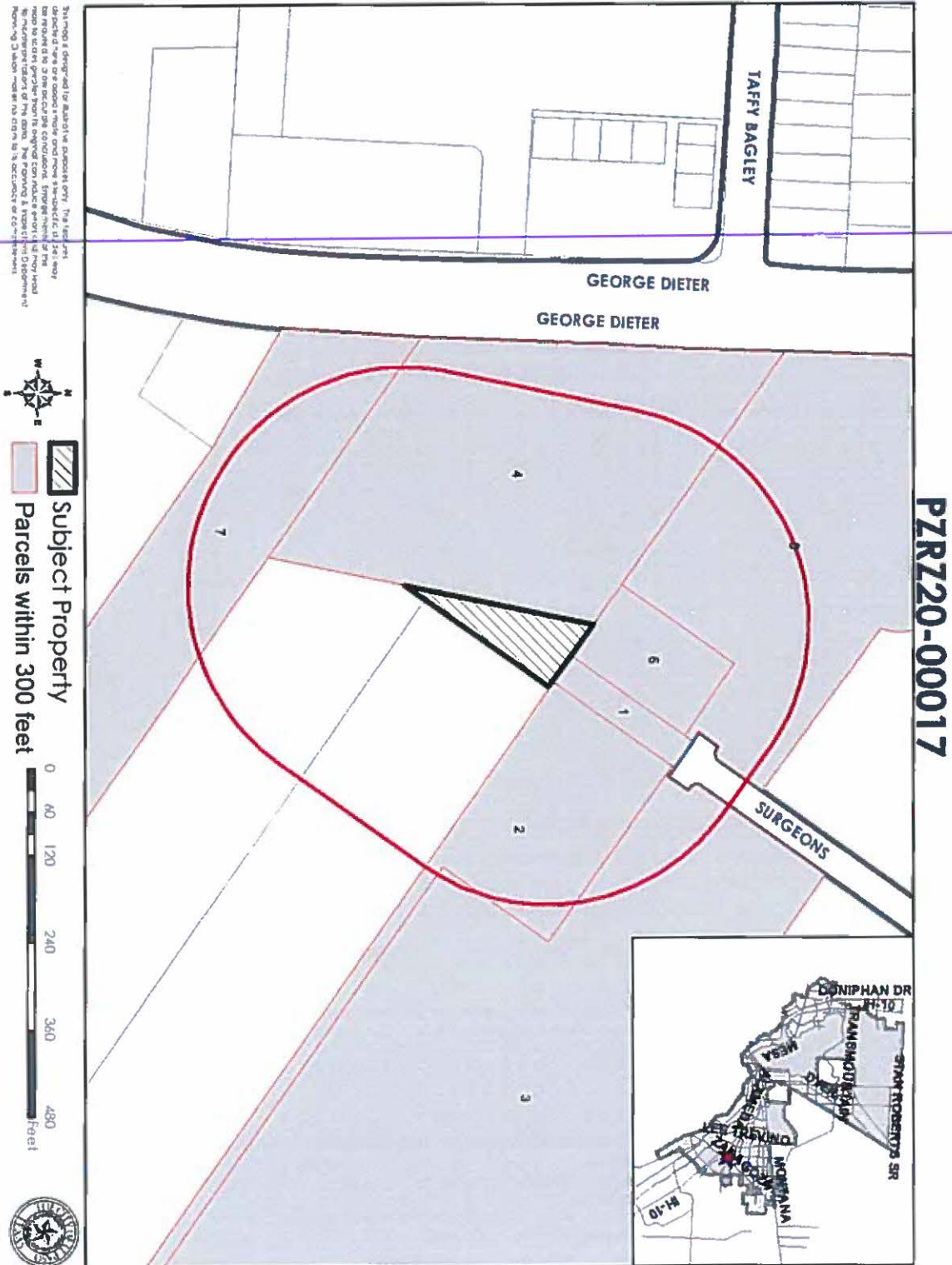
4. Verify that the existing pond adjacent to the subject property was designed to take in the developed runoff from this property.

**El Paso County Water Improvement District #1**

The attached cases are not within the boundaries of EPCWID

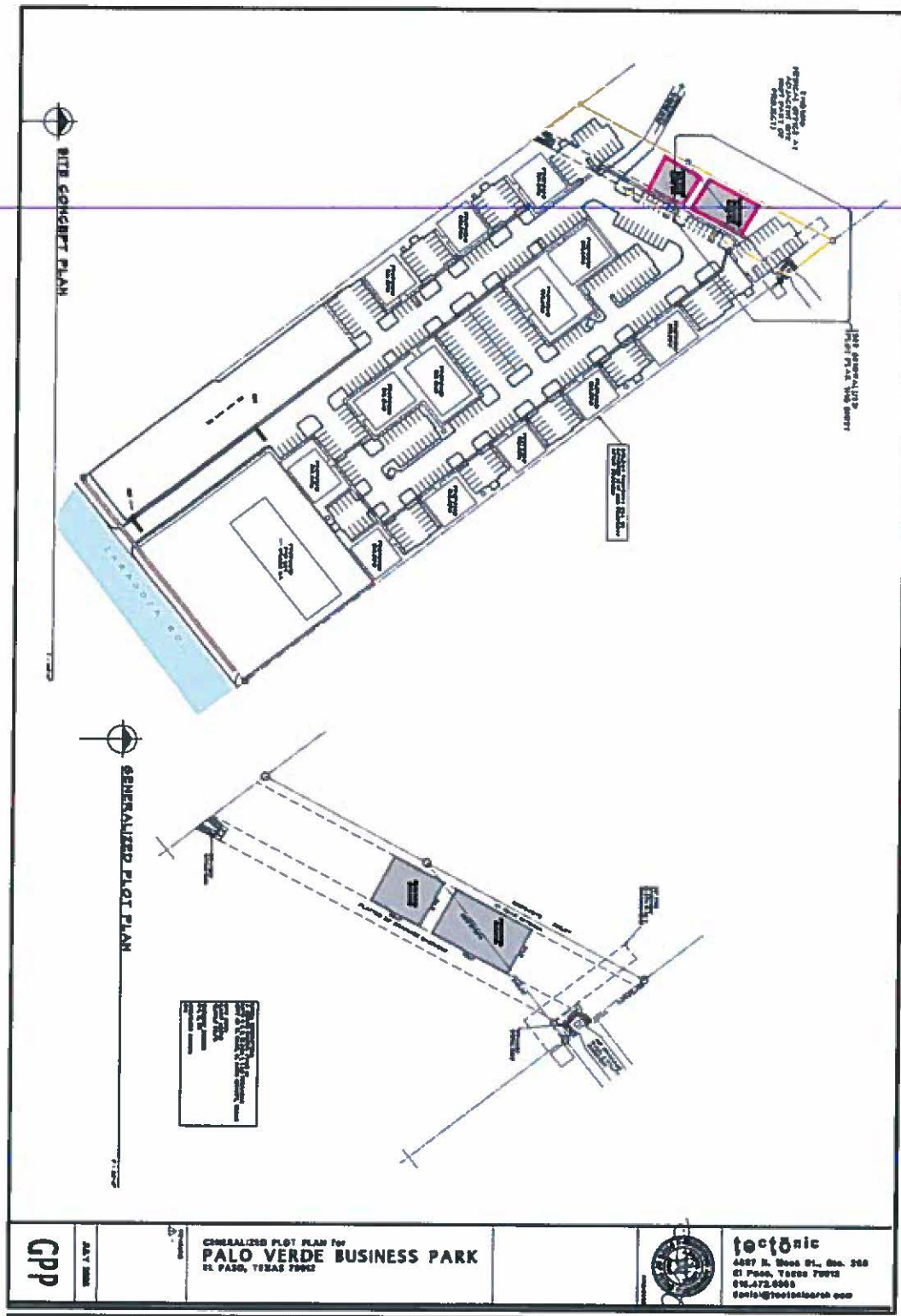
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# ATTACHMENT 3





# ATTACHMENT 4





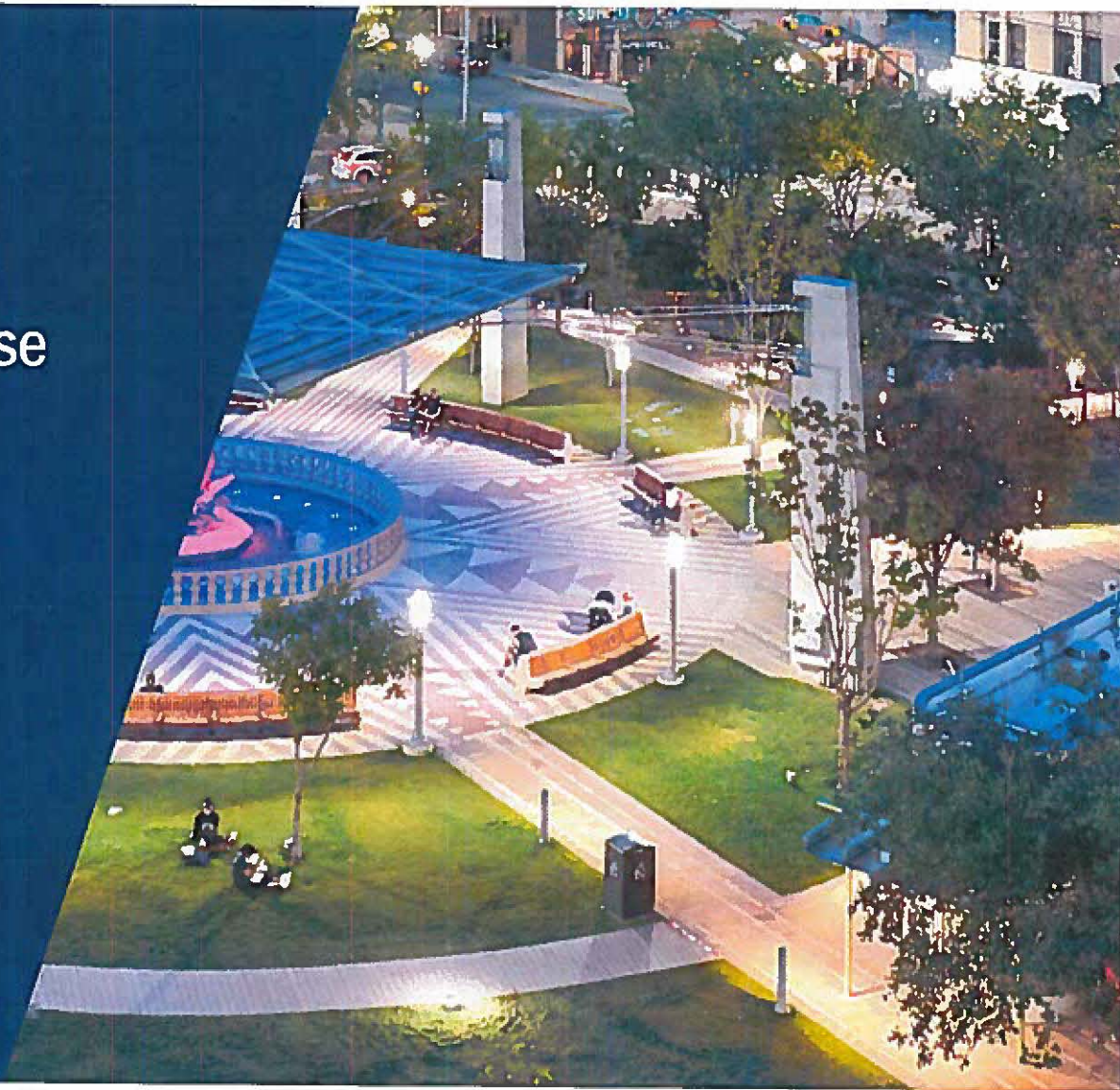
ITEM 8 & 10

# 1351 & 1355 Zaragoza Rd. Rezoning & Condition Release

PZRZ20-00017 & PZCR20-00002

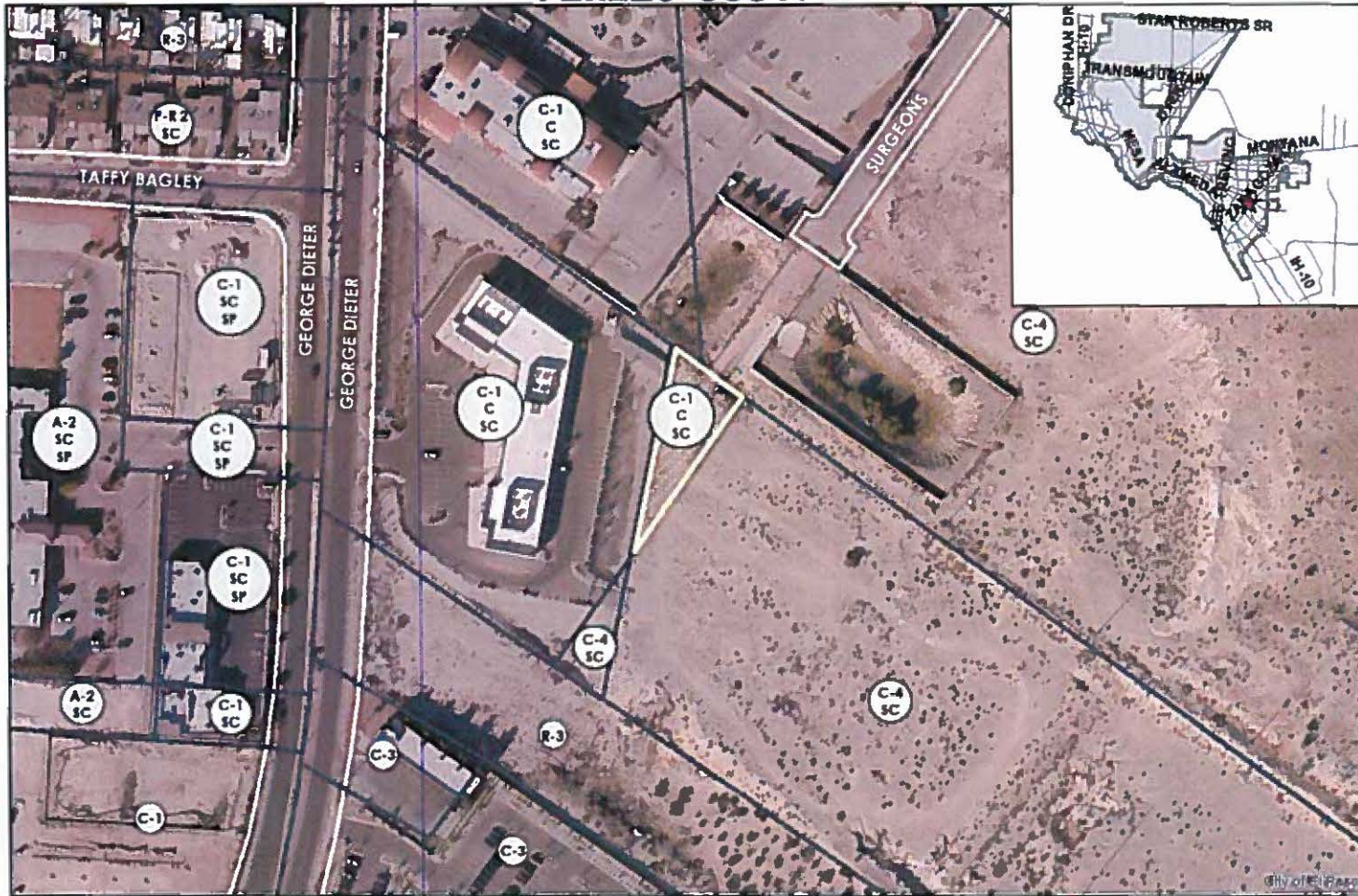
## Strategic Goal 3.

Promote the Visual Image of  
El Paso





PZRZ20-00017



This map is designed for illustrative purposes only. The features depicted here are approximate and may be subject to change. No warranty is made by the City of El Paso as to the accuracy or completeness of the information shown on this map. The Planning & Inspection Department of the City of El Paso makes no claim to the accuracy or completeness of the information shown on this map.



Subject Property

0 60 120 240 360 480 feet

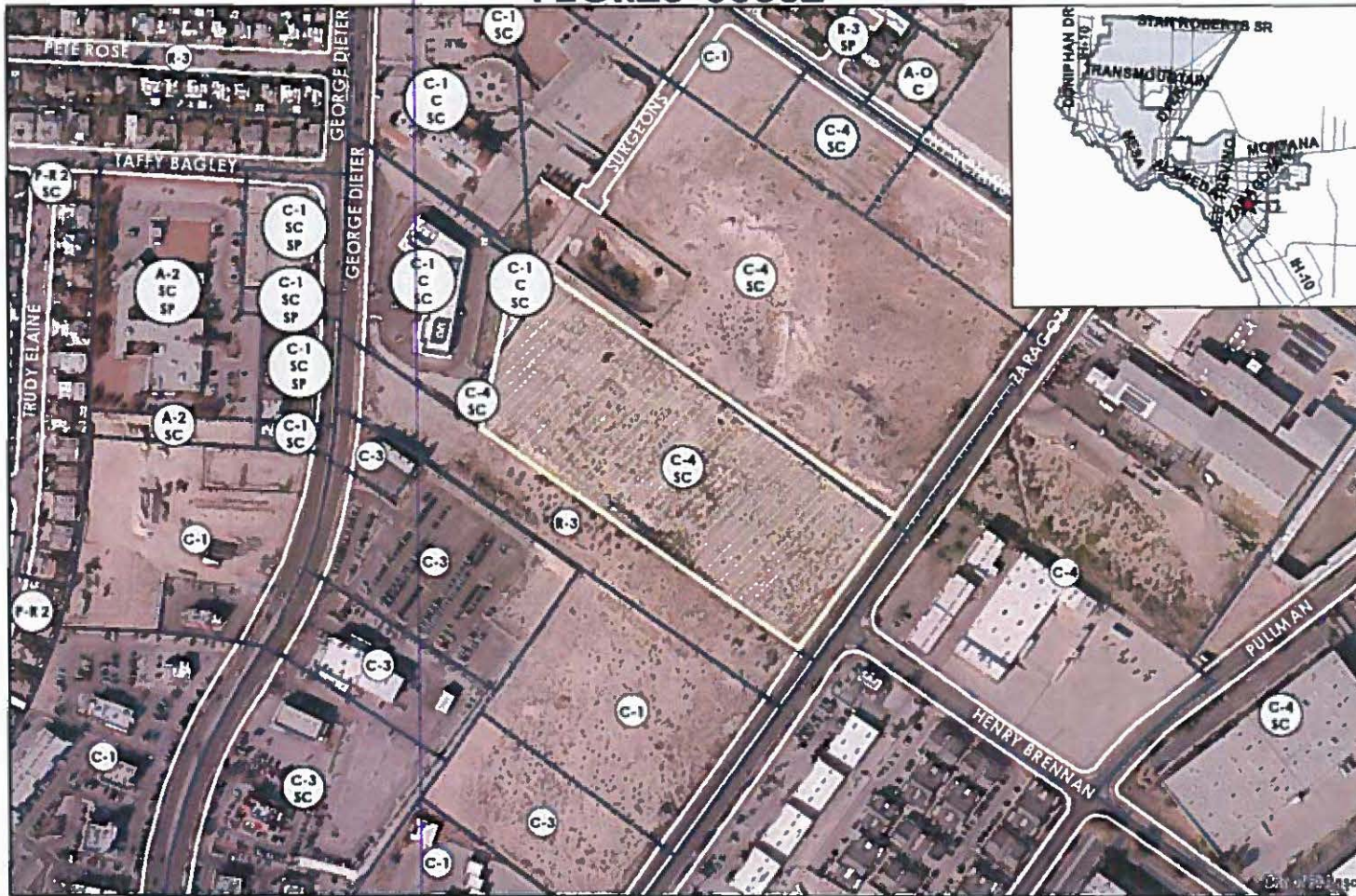


# Aerial Rezoning





PZCR20-00002



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargement of the map to scales greater than 1:10,000 can cause errors and may lead to misinterpretation of the data. The Planning & Innovation Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 100 200 400 600 800 Feet

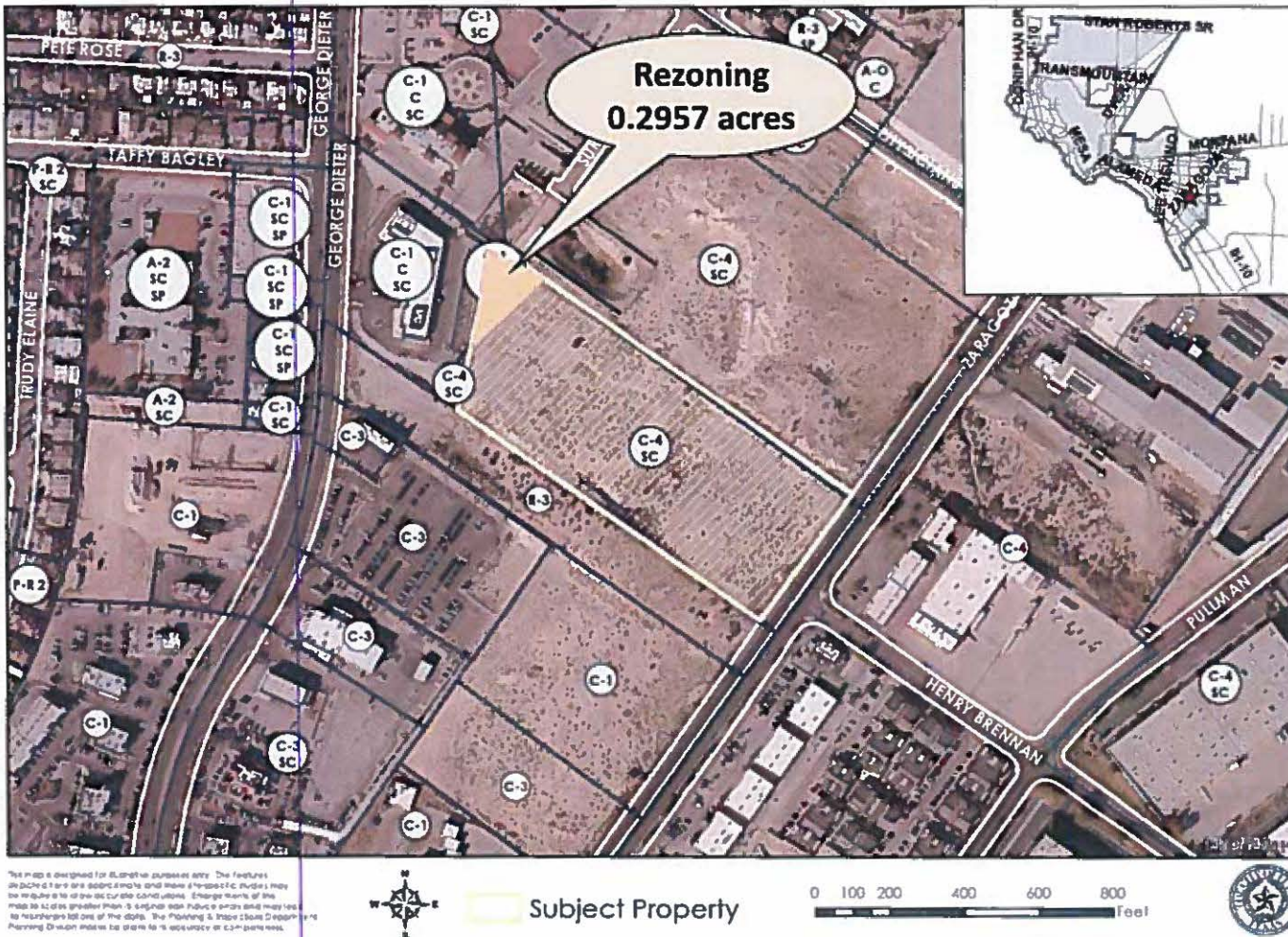


# Aerial Condition Release





# Aerial





PZRZ20-00017



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 Subject Property

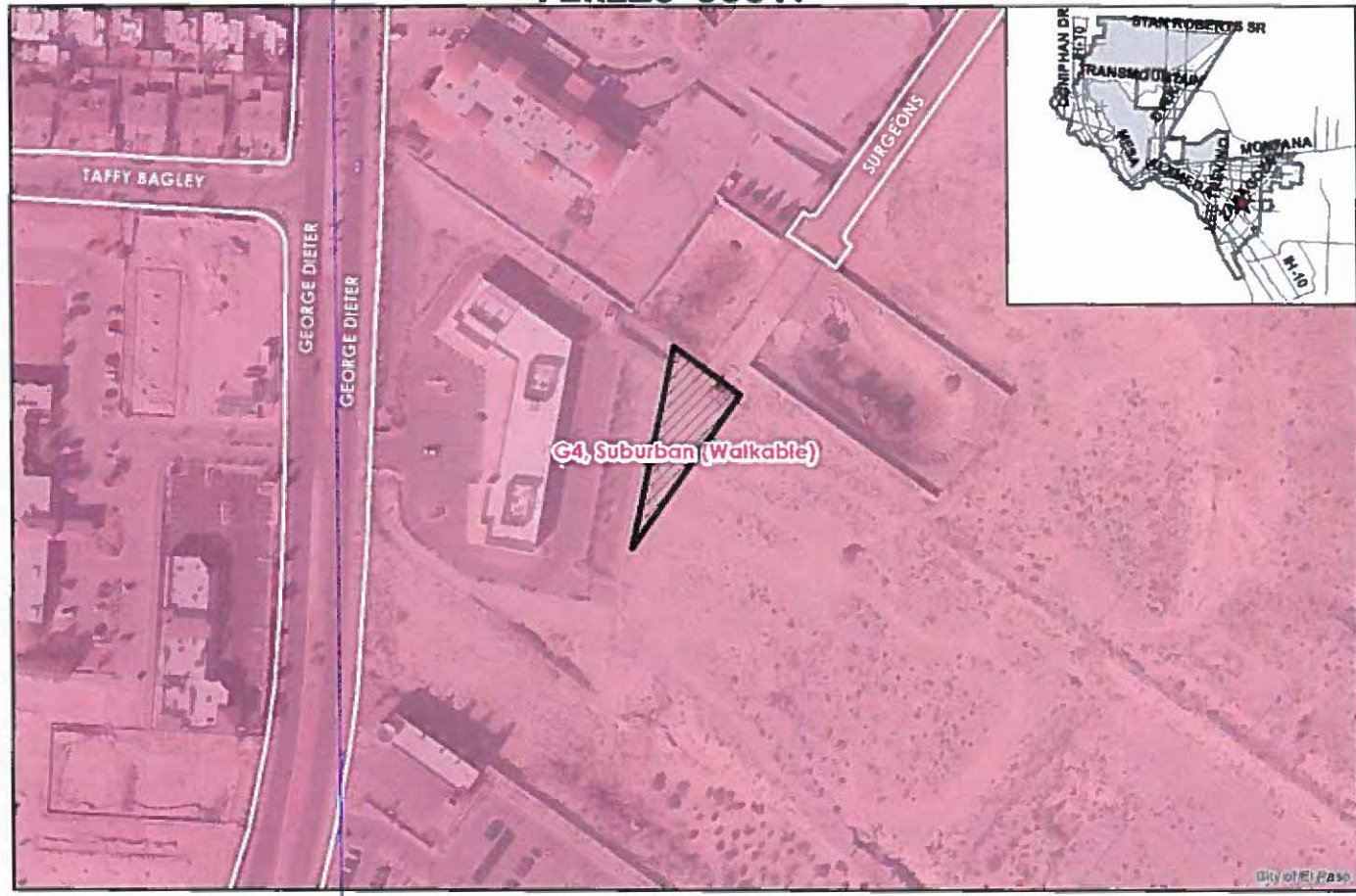


# Existing Zoning



# Future Land Use

PZRZ20-00017



This map is designed for illustrative purposes only. The features depicted here are based on data and maps of the subject property as required to be drawn on future calculations. Errors or omissions on the map to the extent that they can be shown on the map may lead to misinterpretation of the data. The Planning & Mapping Department Planning Division makes no claim to its accuracy or completeness.



Subject Property







## Condition Release

### Description of request:

- Current condition per Ordinance No. 7313, dated September 8, 1981
  - *No building permit shall be issued for the construction on the property until a subdivision plat of the property has been submitted by First Party to the City Plan Commission of the City of El Paso and filed for record.*

The subject property is has been platted as part of Las Terrazas Subdivision which was filed and recorded as of January 13, 2013, this condition has been met and is no longer needed.

- Current condition per Ordinance No. 17870, dated September 18, 2012
  - *That a detailed site development plan be approved per City Code prior to the issuance of any building permits as per city code.*

The applicant is proposing to develop the subject property to be used for office, business which is a permitted use in both C-1 (Commercial) and C-4 (Commercial) districts. Considering that the subject property is surrounded by similar uses within the same zoning district, this condition is no longer necessary to protect the health, safety, and welfare of its established neighborhood.

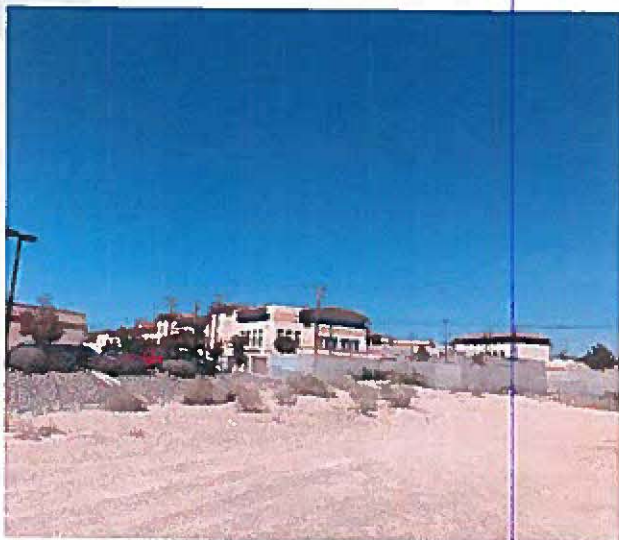




## Subject Property



# Surrounding Development



W



N



S



E





## Public Input

- Notices were mailed to property owners within 300 feet on November 5, 2020.
- The Planning Division has not received any communications in support nor opposition to the Rezoning & Condition Release request.

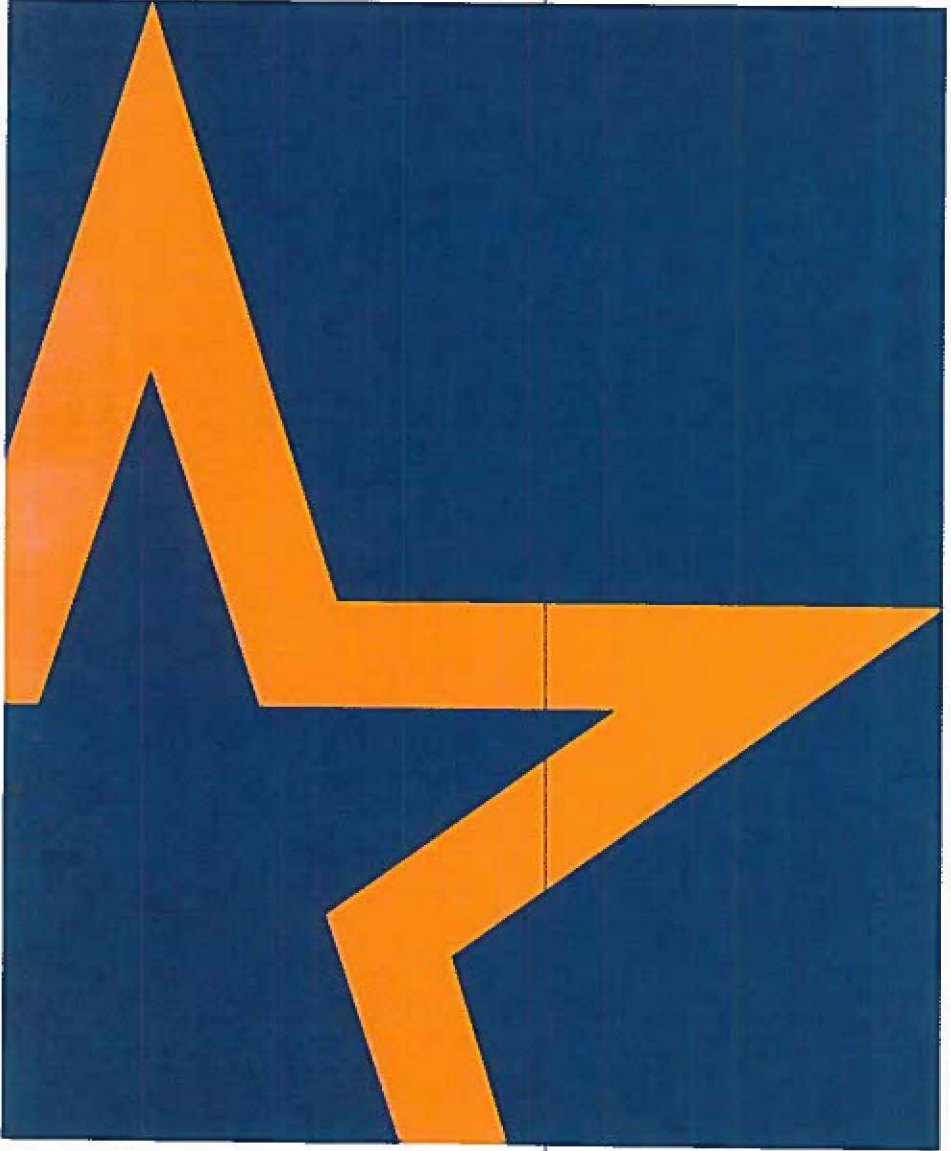




## Recommendation

- Staff recommends **APPROVAL** of the rezoning and condition release request.





## Mission

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



## Vision

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



## Values

Integrity, Respect, Excellence, Accountability, People



ITEM 41 & 42

# 1351 & 1355 Zaragoza Rd. Rezoning & Condition Release

PZRZ20-00017 & PZCR20-00002

**Strategic Goal 3.**

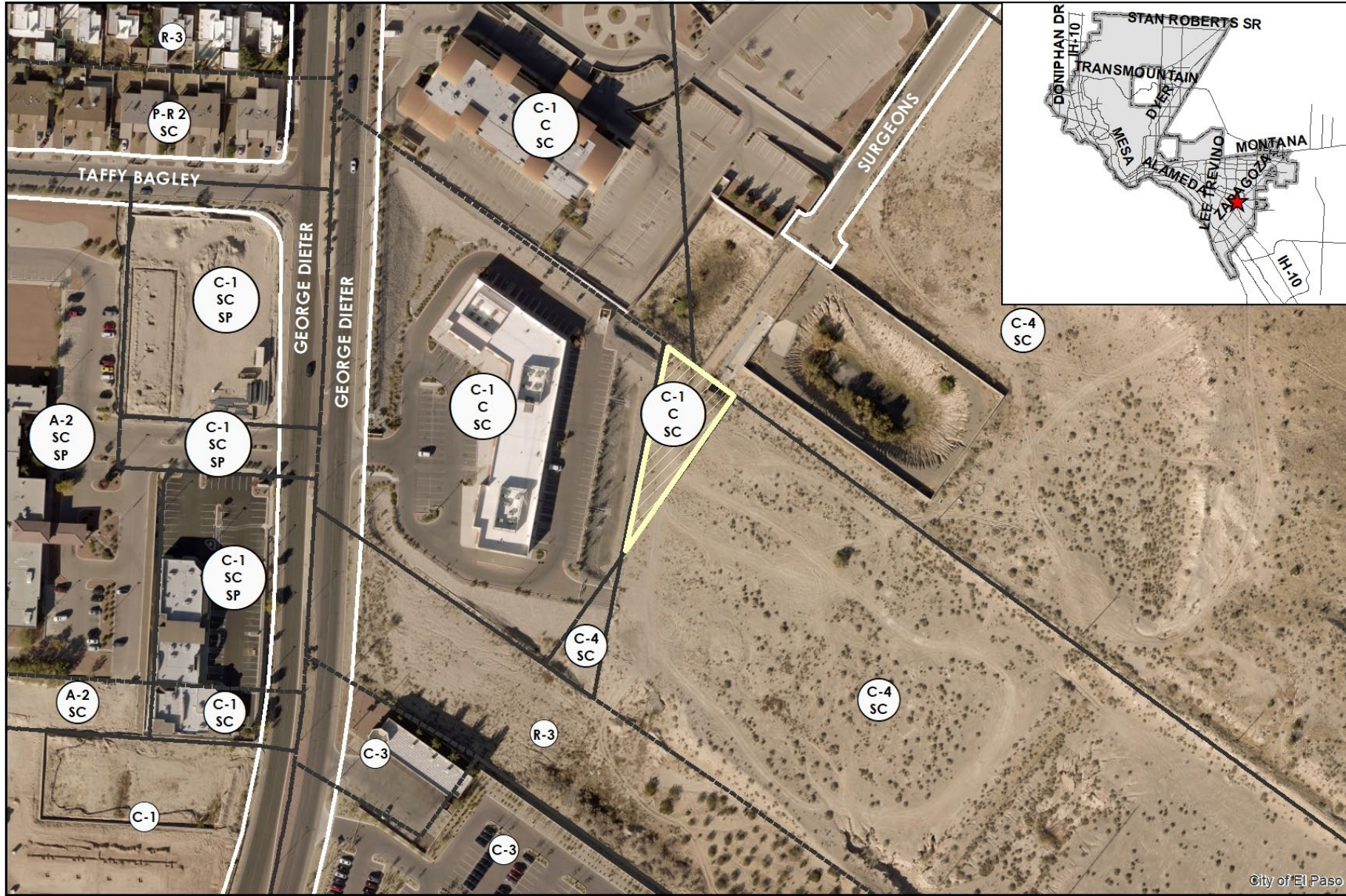
Promote the Visual Image of  
El Paso







# Aerial Rezoning



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

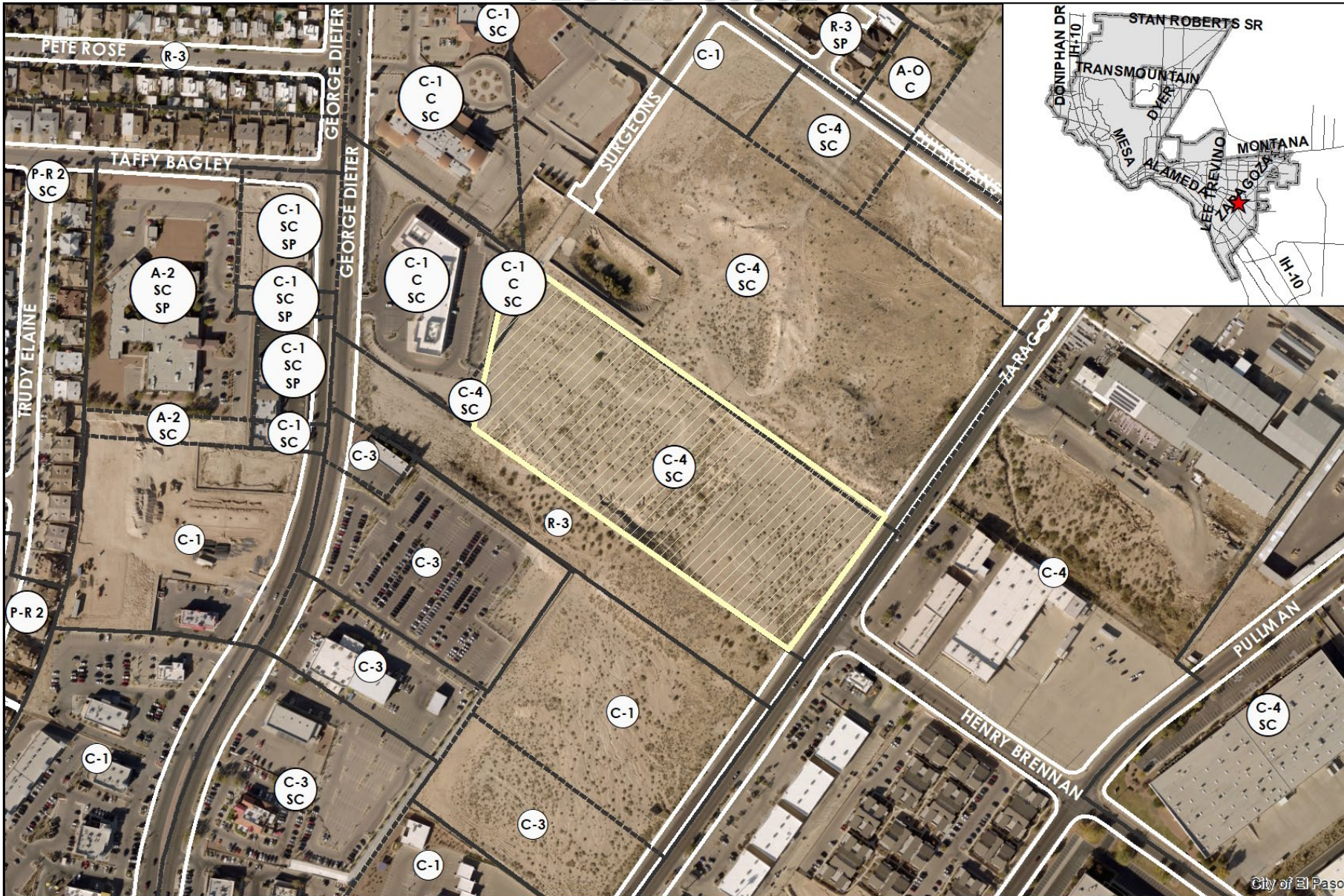


 Subject Property





PZCR20-00002



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Subject Property

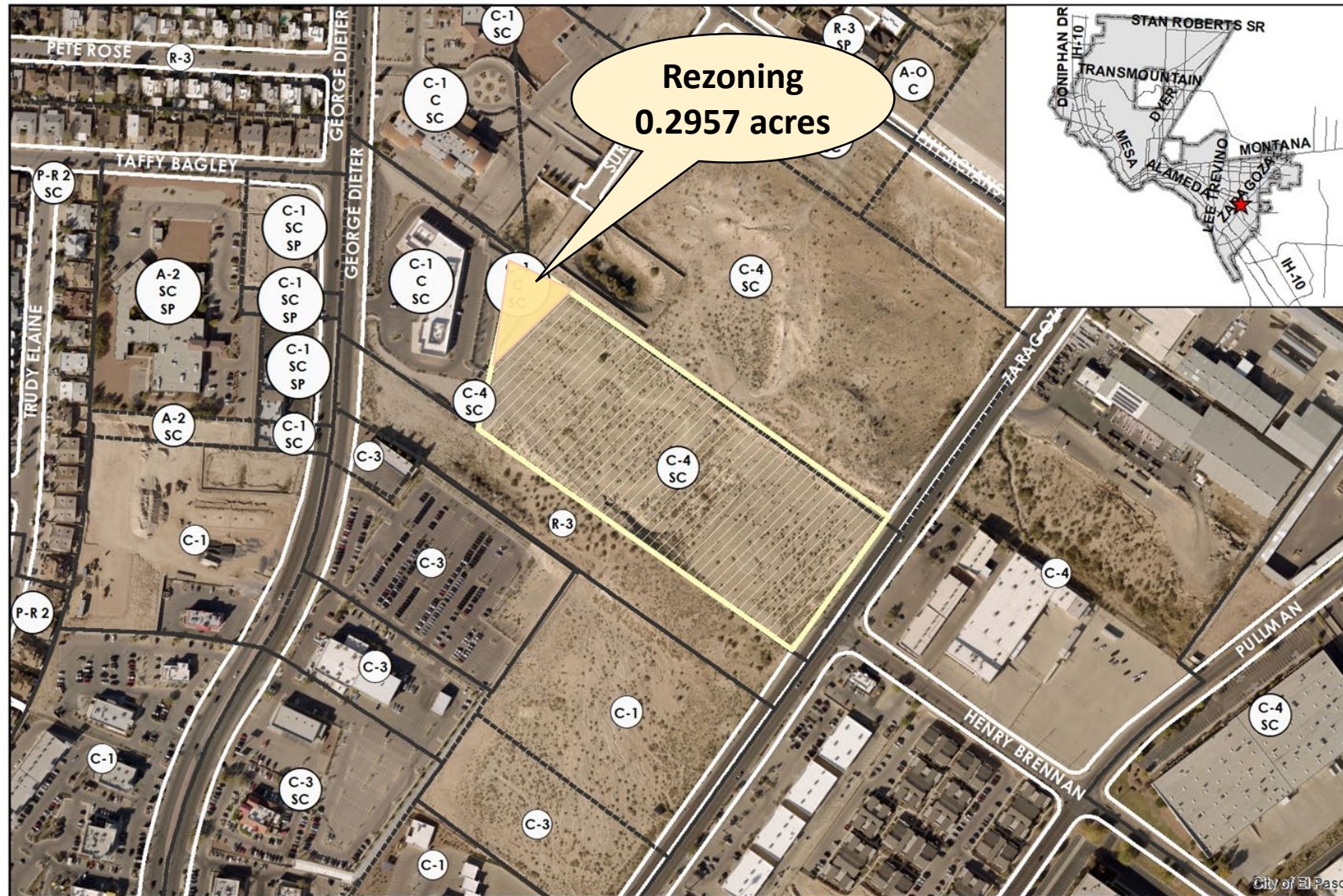
0 100 200 400 600 800 Feet



# Aerial Condition Release



# Aerial



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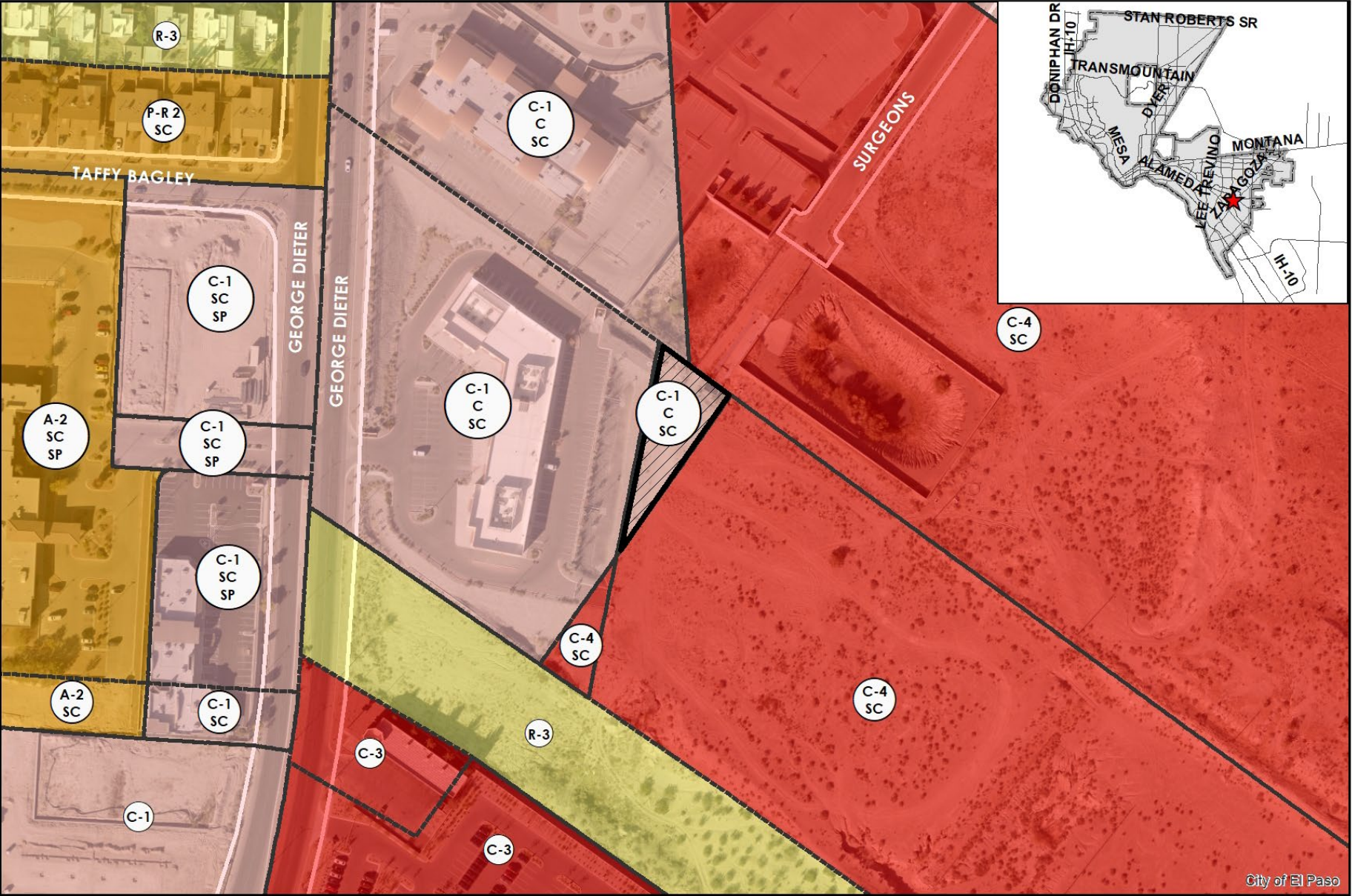


 Subject Property

0 100 200 400 600 800 Feet



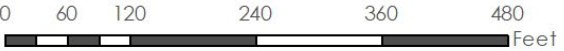




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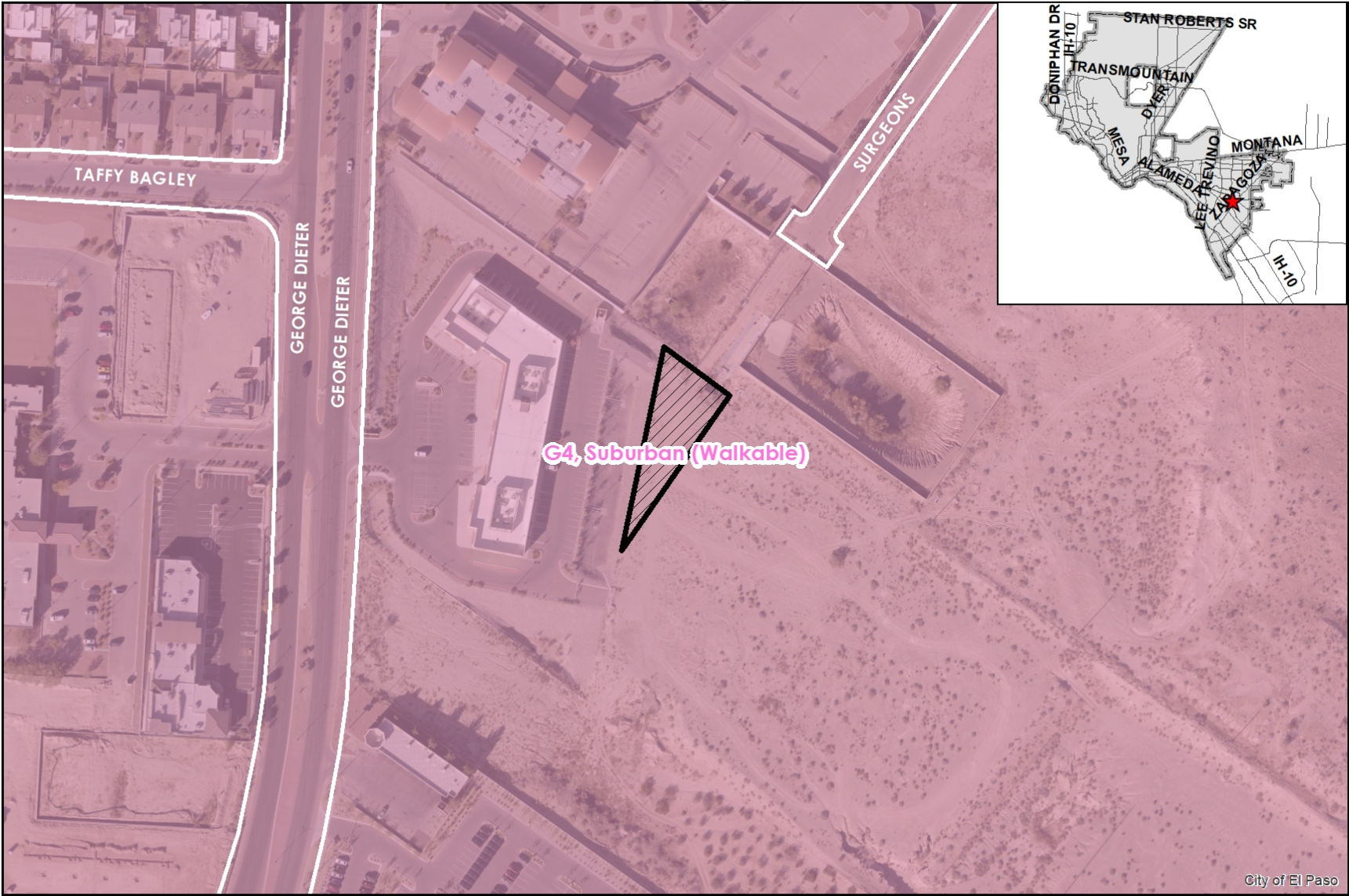
 Subject Property



# Existing Zoning




# Future Land Use



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 Subject Property



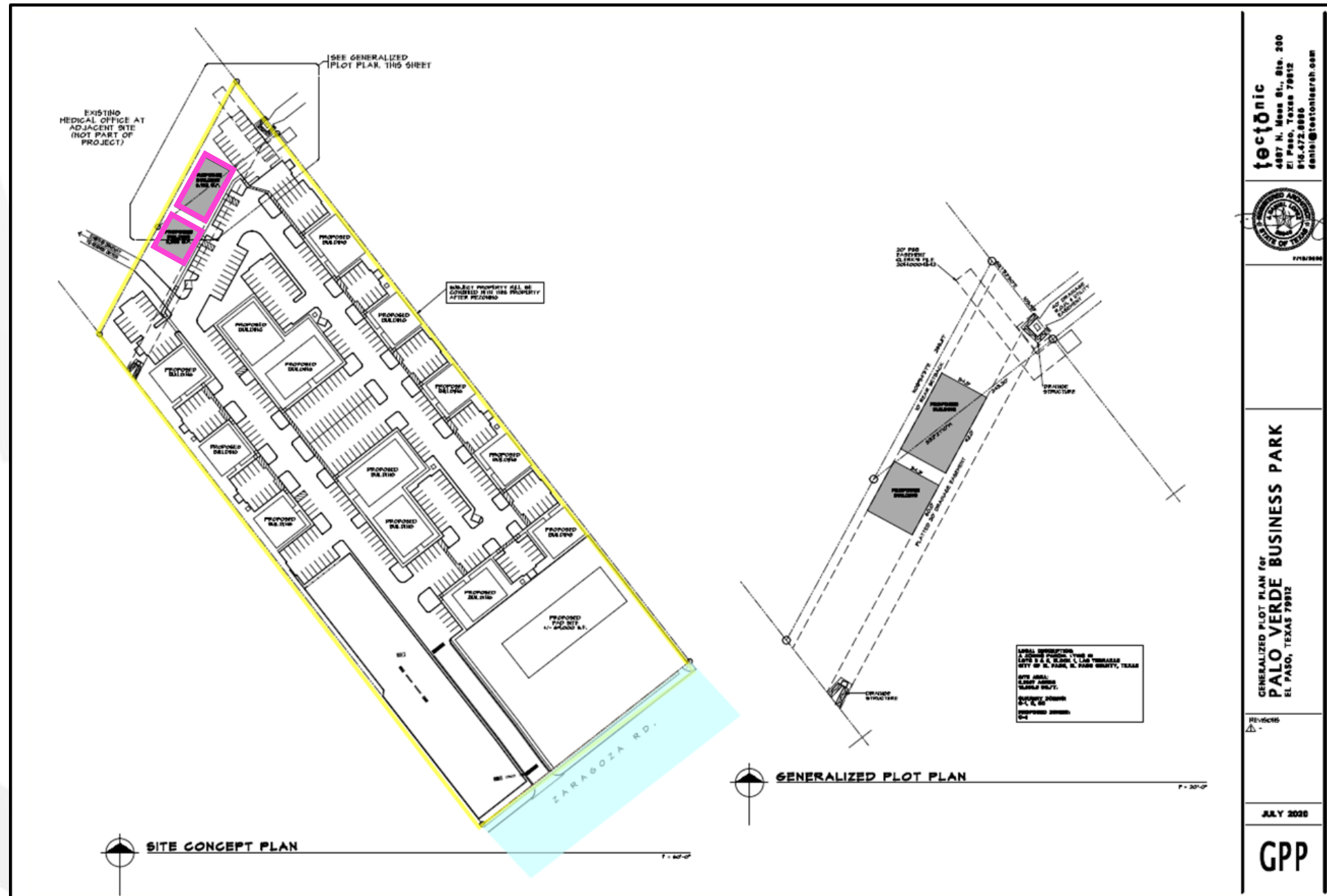


GENERALIZED PLOT PLAN for  
**PALO VERDE BUSINESS PARK**  
EL PASO, TEXAS 79912

REVISIONS

JULY 2020

**GPP**





# Description of request:

- Current condition per Ordinance No. 7313, dated September 8, 1981
  - *No building permit shall be issued for the construction on the property until a subdivision plat of the property has been submitted by First Party to the City Plan Commission of the City of El Paso and filed for record.*

The subject property is has been platted as part of Las Terrazas Subdivision which was filed and recorded as of January 13, 2013, this condition has been met and is no longer needed.

- Current condition per Ordinance No. 17870, dated September 18, 2012
  - *That a detailed site development plan be approved per City Code prior to the issuance of any building permits as per city code.*

The applicant is proposing to develop the subject property to be used for office, business which is a permitted use in both C-1 (Commercial) and C-4 (Commercial) districts. Considering that the subject property is surrounded by similar uses within the same zoning district, this condition is no longer necessary to protect the health, safety, and welfare of its established neighborhood.

## Condition Release





# Subject Property



# Surrounding Development



N



W

E

S



# Public Input

- Notices were mailed to property owners within 300 feet on November 5, 2020.
- The Planning Division has not received any communications in support nor opposition to the Rezoning & Condition Release request.







## Recommendation

- Staff recommends **APPROVAL** of the rezoning and condition release request.



## Mission

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



## Vision

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



## Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

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**File #: 21-130, Version: 1**

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

**District 7**

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

**SUBJECT:**

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

An Ordinance 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

**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 applicant is requesting to release the conditions imposed on the subject property by Ordinance No. 7313, dated September 8, 1981 and Ordinance No. 17870 dated September 18, 2012. The proposed condition release is to waive the request of the submittal and approval of a Detailed Site Development prior to the issuance of any building permit as required by Ordinance No. 17870. City Plan Commission recommended 7-0 to approve the proposed rezoning on November 19, 2020. As of January 26, 2021, staff has not received any calls in support or opposition to the condition release request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

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

N/A



**AMOUNT AND SOURCE OF FUNDING:**

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

N/A

\*\*\*\*\*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 & Inspections, Planning Division

**AGENDA DATE:** February 2, 2021

**PUBLIC HEARING DATE:** March 2, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Martinez, Adriana, (915) 212-1611

**DISTRICT(S) AFFECTED:** 7

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

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

**SUBJECT:**

An ordinance releasing all conditions placed on the property by Ordinance No. 7313 & 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

**BACKGROUND / DISCUSSION:**

The applicant is requesting to release the conditions imposed on the subject property by Ordinance No. 7313, dated September 8, 1981 and Ordinance No. 17870 dated September 18, 2012. The proposed condition release is to waive the request of the submittal and approval of a Detailed Site Development prior to the issuance of any building permit as required by Ordinance No. 17870. City Plan Commission recommended 7-0 to approve the proposed rezoning on November 19, 2020. As of January 26, 2021, staff has not received any calls in support or opposition to the condition release request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:**



Philip F. Etiwe – Planning and Inspections Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE RELEASING ALL CONDITIONS PLACED ON PROPERTY BY ORDINANCE NO. 7313 & 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.**

**WHEREAS**, the zoning of the property described as Lot 2 & 3, Block 1, Las Terrazas Subdivision, City of El Paso, El Paso County, Texas, was changed by Ordinance No. 7313 and Ordinance No. 17870 approved by City Council on September 8, 1981 and September 18, 2012; and,

**WHEREAS**, the rezoning was subject to certain zoning conditions, and

**WHEREAS**, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

**WHEREAS**, the owner (applicant) submitted an application requesting the removal all of the conditions because these conditions have been satisfied or are current requirement of the City Code; and,

**WHEREAS**, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions; and,

**WHEREAS**, the City Council of the City of El Paso has determined that the release of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

That all of the zoning conditions imposed by Ordinance No.7313 and Ordinance No. 17870 approved by City Council on September 8, 1981 and September 18, 2012, on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the city code.

Conditions to be released are identified in Ordinance No. 7313 and Ordinance No. 17870 and attached as Exhibit "B".

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE CITY OF EL PASO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

(Exhibits on the following pages)

**ORDINANCE NO.** \_\_\_\_\_  
20-1007-2671 | 1045751  
1351 & 1355 Zaragoza Rd.  
LBJ

**PZCR20-00002**



# EXHIBIT "A"

**GEORGE  
DIETER DRIVE**  
CL (120' R.O.W.)

TRACT 40  
O.A. DANIELSON  
SURVEY #310,  
BOOK 2048, PAGE 856,  
EL PASO COUNTY CLERKS  
DEED RECORDS

LINE TABLE		
LINE	LENGTH	BEARING
L1	105.93	S57°32'50"E
L2	243.20	S32°27'10"W
L3	285.27	N08°54'57"E

## IMPROVEMENTS LEGEND

- POWER POLE
- OVERHEAD ELEC LINE
- GUY WIRE
- TRAFFIC LIGHT
- MAN HOLE
- ROCK WALL
- CHAINLINK FENCE
- CONCRETE HEADER
- CONCRETE
- DRAIN

FOUND 1/2" REBAR  
WITH CAP "5152"

5'X30' EASEMENT  
BK. 2570, PG. 1845

S32°19'51" W

422.71'

FOUND 1/2" REBAR  
WITH CAP "5152"

25' PSB EASEMENT

EDGE OF PAVEMENT

(100' R.O.W.)

**ZARAGOZA ROAD**

0' 180' 320'  
SCALE: 1"=160'

## CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY  
IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND  
COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND  
SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS

JOHN A EBY TX-5372 NM-17775



TBPEPS FIRM #10001200

A ZONING PARCEL LYING IN  
LOTS 2 & 3, BLOCK 1, LAS TERRAZAS,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:  
CLERK'S FILE#  
20140002347

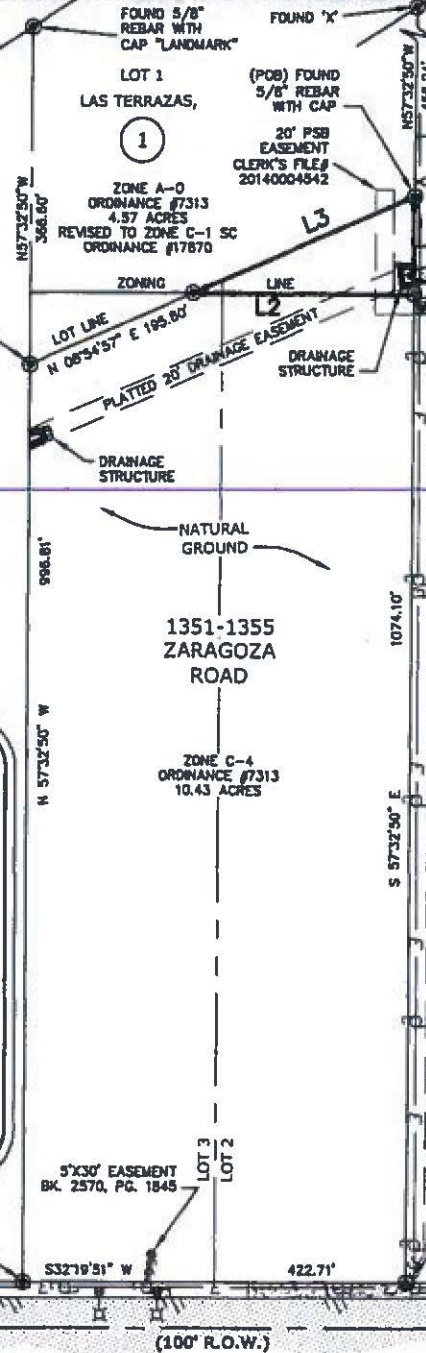
FIRM ZONE: X PANEL#: 480214-0046-C DATED: 2/16/2006

DATE OF SURVEY: 03/10/2020 OFFICE: EA FIELD: JAE, AG, JC

**PASO DEL NORTE SURVEYING INC.**

1399B BRADLEY ROAD, EL PASO, TEXAS 79938

PH. 915-241-1841  
FAX 915-855-6925  
© COPYRIGHT



LOT 2, BLOCK 9  
STONE RIDGE UNIT 4,  
BOOK 77, PAGE 21,  
DOC#2008005283,  
EL PASO COUNTY CLERKS  
DEED RECORDS

LOT 3, BLOCK 9  
PRIVATE  
PONDING AREA

40' DRAINAGE R.O.W. & SURGEONS  
UTILITY EASEMENT DRIVE

MANHOLE ON CONC

LOT 2, BLOCK 6  
PONDING AREA  
STONE RIDGE UNIT 3,  
BOOK 77, PAGE 17,  
EL PASO COUNTY CLERKS  
DEED RECORDS

LOT 7, BLOCK 6  
STONE RIDGE UNIT 4,  
BOOK 77, PAGE 21,  
DOC#20080010740,  
EL PASO COUNTY CLERKS  
DEED RECORDS

NOTES:  
1. THIS SURVEY WAS COMPLETED WITHOUT  
THE BENEFIT OF AN ABSTRACT OF TITLE.  
THERE MAY BE EASEMENTS, OR OTHER  
MATTERS, NOT SHOWN.

2. THIS SURVEY IS OF A PORTION OF AN  
EXISTING ZONING PARCEL AND IS NOT FOR  
CONVEYANCE. A METES AND BOUNDS  
DESCRIPTION WAS CREATED FROM, AND  
ACCOMPANIES THIS SURVEY.

## PROPERTY DESCRIPTION

### A portion of Zone C-1 SC in Ordinance #17870

Description of a parcel of land being a portion of that parcel zoned "C-1 SC" and lying in Lots 2 & 3, Block 1, Las Terrazas Subdivision, City of El Paso, El Paso County, Texas, map of said Las Terrazas Subdivision recorded in Clerk's File #20140002347, Plat Records, El Paso County, Texas and also lying in that same parcel recorded in Clerk's File #20200008342, El Paso County Clerks Records, and described as follows;

Beginning at a 5/8" rebar with cap stamped "Landmark" found for the northernmost corner of said Lot 2, from which a chiseled "X" at the east ROW of George Dieter Drive and found for the northernmost corner of Lot 1, Block 1, Las Terrazas Subdivision bears North 57°32'50" West a distance of 456.24', and being the "Point of Beginning";

Thence, along the northeasterly boundary of said Lot 2, Block 1, Las Terrazas Subdivision, South 57°32'50" East a distance of 105.93' to the intersection with the southeasterly zoning parcel line described in said Ordinance #17870;

Thence, with said southeasterly zoning parcel line, South 32°27'10" West a distance of 243.20' to the intersection with the common lot line of said Lots 1, 2 and 3, from which a 1/2" rebar with cap stamped "5812" found for the westernmost corner of said Lot 3, lies South 08°54'57" West a distance of 195.80';

Thence, with the common lot line of said Lots 1, 2 and 3, North 08°54'57" East a distance of 265.27' to the "Point Of Beginning" and containing 12,881 sq. ft. or 0.2957 acres.

Based on a field survey performed under my supervision and dated 03/10/2020.

  
John A Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc. TBPLS FIRM #10001200  
13998 Bradley Road  
El Paso, TX. 79938  
915-241-1841  
TBPLS FIRM #10001200





7313

AN ORDINANCE CHANGING THE ZONING OF  
TRACTS 39A AND 39B, O.A. DANIELSON  
SURVEY #310, THE PENALTY BEING AS  
PROVIDED IN SECTION 25-96 OF THE  
EL PASO CITY CODE

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

That the zoning of Tracts 39A and 39B, O. A. Danielson  
Survey #310, as more particularly described below, be changed  
A-O (Apartment-Office) District, and to C-4 (Commercial) District,  
within the meaning of the zoning ordinance, and the zoning map  
of the City be revised accordingly:

Parcel 1 to C-4 (Commercial) District.

All of Tract 39B, and a portion of Tract 39A, O. A.  
Danielson Survey No. 310, as more particularly des-  
cribed as follows:

Beginning at a point, said point being the southwest  
corner of O. A. Danielson Survey No. 310; thence east  
a distance of 252.47 feet to a point in the westerly  
right of way line of the Ysleta-Carlsbad cutoff road;  
thence along said westerly right of way line of said  
Ysleta-Carlsbad cut-off road north 32°19' east a dis-  
tance of 2177.30 feet to the point of beginning of the  
tracts being described;

Thence north 57°41' west a distance of 1075.0 feet to a  
point for a corner;

Thence south 32°19' west a distance of 422.81 feet to a  
point for a corner;

Thence south 57°41' east a distance of 1075.0 feet to a  
point for a corner;

Thence along said westerly right of way line of the Ysleta-  
Carlsbad cut-off road north 32°19' east a distance of  
422.81 feet to the place of beginning, and containing  
10.43 acres, more or less.

Parcel 2 to A-O (Apartment-Office) District

A portion of Tract 39A, O. A. Danielson Survey No. 310,  
as more particularly described as follows:

Beginning at a point, said point being the southwest corner  
of O. A. Danielson Survey No. 310; thence east a distance  
of 252.47 feet to a point in the westerly right of way line  
of said Ysleta-Carlsbad cut-off road north 32°19' east a  
distance of 2,177.30 feet to the corner of Tract 38 &  
Tract 39A; thence north 57°41' west a distance of 1,075.0  
feet to the point of beginning of the tract being described;

5-16-68



Thence north 57°41' west a distance of 604.21 feet to a point for a corner;

Thence south a distance of 500.30 feet to a point for a corner;

Thence south 57°41' east a distance of 336.75 feet to a point for a corner;

Thence north 32°19' east a distance of 422.81 feet to the place of beginning, and containing 4.57 acres, more or less.

PASSED AND APPROVED this 8<sup>th</sup> day of Sept., 1981.

ATTEST:

Jonathan W. Rogers  
Mayor

William R. Cozart  
City Clerk

APPROVED AS TO FORM:

Allen R. Rabin  
Assistant City Attorney

APPROVED AS TO CONTENT:

Raul Gonzalez  
Planning Department

I CERTIFY THAT THE FOLLOWING ZONING MAPS  
HAVE BEEN REVISED: # L.D.  
12-1-81 COUNTER  
12-1-81 ORIGINAL  
12-1-81 Bldg. Inspection  
12-1-81 CONTROL R. Gonzalez

I certify that the zoning map has been revised to  
reflect the amendment of ordinance # 73/3  
R. Gonzalez Date 12-1-81

CONTRACT

THIS CONTRACT, made by and between HILANA, S.A., a Mexican corporation acting by and through its Attorney-in-Fact, ERNESTO MORENO, First Party, DELMO M. PEARCE and FLACHE FARMS, INC., Second Parties, and the CITY OF EL PASO, Third Party,

W I T N E S S E T H :

~~Application has been made to the City of El Paso for rezoning of~~  
Tracts 39A and 39B, O. A. Danielson Survey #310, in the City of El Paso, El Paso County, Texas, such property being more particularly described in Ordinance No. 7313<sup>pl</sup>, now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference.

In order to remove certain objections to such rezoning, First Party covenants that if the property is rezoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

No building permit shall be issued for construction on the property until a subdivision plat of the property has been submitted by First Party to the City Planning Commission of the City of El Paso and filed for record.

This contract is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

Second Parties are owners and holders of ~~rights~~ on the above described property and consent to this contract.

Ord. # 7313  
S.F. 2, 7/8/81

81-4668

1981

RECEIVED  
CITY OF EL PASO  
PLANNING

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

HILANA, S.A., a Mexican corporation

By [Signature]  
Ernesto Moreno, Attorney-in-Fact

[Signature]  
Delmo M. Pearce

FLACHE FARMS, INC.

By: [Signature]  
President

THE CITY OF EL PASO

By [Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
Asst. City Attorney

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared ERNESTO MORENO, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of HILANA, S.A., a Mexican corporation, and acknowledged to me that he subscribed the name of HILANA, S.A. thereto as principal and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of April, 1981.

My commission expires:

4/1/84

[Signature]  
Notary Public in and for El Paso  
County, Texas

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared DELMO M. PEARCE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of October, 1981.

My commission expires:

Notary Public in and for El Paso  
County, Texas

THE STATE OF TEXAS )  
 DAWSON )  
COUNTY OF ~~FRANKLIN~~ )

BEFORE ME, the undersigned authority, on this day personally appeared G. PEARL FLACHE, President of FLACHE FARMS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of October, 1981.

My commission expires:

3-19-84  
Notary Public in and for ~~Franklin~~  
~~County, Texas~~  
the State of Texas  
(GUIN CLOUD)

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared Jonathan W. Rogers, Mayor of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me that he executed the same for the purposes and consideration and the capacity therein expressed, and as the act and deed of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of Nov. 1981.

My commission expires:

6-30-84  
Billy Jean Brantley  
Notary Public in and for El Paso  
County, Texas

81-4668



POWER OF ATTORNEY

THE STATE OF TEXAS     )  
                              )     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF EL PASO     )


That HILANA, S. A., a corporation duly organized and operating under the laws of the United Mexican States, and having its principal office in Ciudad Juarez, Chihuahua, Mexico, has this day made, constituted and appointed, and by these presents does make, constitute and appoint ERNESTO MORENO OF El Paso, Texas, the true and lawful Attorney of HILANA S. A. for said corporation and in its name, place and stead, to do any and every act and exercise any and every power that said corporation might or could do or exercise through any other person which the said Attorney shall deem proper and advisable, intending hereby to vest in him a full and universal Power-of-Attorney, and specifically including, but not by way of limitation: the power to purchase upon such terms and conditions as to the said Attorney shall seem proper, real property within El Paso County, Texas, and to borrow money without limitation in such amounts and upon such terms and conditions as to him shall seem proper, upon the security of said property and to execute and deliver promissory notes and to make, sign, execute, acknowledge and deliver to or for the benefit of the lender or lenders of such money, a mortgage or mortgages, whether with or without power of sale, or a deed or deeds of trust upon, covering or encumbering such real property or any part thereof or interest therein, containing such terms, stipulations, conditions, covenants, appointments of trustee and powers as to the said Attorney shall seem proper, to secure the payment of the notes or obligations given for such loan or loans; the power to contract to sell and to convey all or any part of any interest which said corporation has or to which it may be entitled in any and all real property located in El Paso County, Texas, to such parties and for such a price and upon such other terms and conditions as to the said Attorney shall seem proper, and to collect and receive all sums of money which may become due and owing to said corporation by reason of any such contract or conveyance; hereby giving and granting upon the said Attorney full power and authority to do and perform any and all things whatsoever requisite and necessary to be done in and about the premises as fully as to all intents and purposes as the undersigned

87-4668

corporation could do if personally present, hereby ratifying and confirming all that the said Attorney shall lawfully do in the premises by virtue hereof and the undersigned corporation agrees and represents to those dealing with the said Attorney that this Power-of-Attorney may be voluntarily revoked alone by revocation entered of record in the Office of the County Clerk of El Paso County, Texas.

IN WITNESS WHEREOF, this instrument is executed at Ciudad Juarez, Chihuahua, Mexico, on the 14th day of January, 1980.

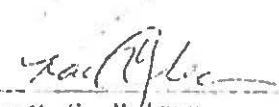
HILANA, S.A.

  
By: Hilario Gabilondo, President  
of the Board of Directors

UNITED MEXICAN STATES )  
STATE OF CHIHUAHUA )  
CONSULATE GENERAL OF THE ) SS.  
UNITED STATES OF AMERICA )  
AT CIUDAD JUAREZ )

I, Robert G. Nelson Vice Consul  
of the United States of America at Ciudad Juarez, Mexico, duly commissioned and qualified, do hereby certify that on this the 14 day of January, 1980, before me personally appeared HILARIO GABILONDO, President of the Board of Directors of HILANA, S.A., to me personally known, and known to me to be the individual described in, whose name is subscribed to, and who executed the annexed instrument, and being informed by me of the contents of said instrument he duly acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

In witness whereof I have hereunto set  
my hand and official seal the day and  
year last above written.

  
Robert G. Nelson  
Vice Consul of the United States of America

Item #51  
Fee \$3.00

81-4668


RESOLUTION

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

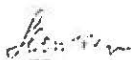
That the Mayor be authorized to sign a contract with  
HILANA, S.A., et al, placing certain restriction, conditions  
and covenants on the property being rezoned by Ordinance No. 7313 *let*  
ADOPTED this 3<sup>rd</sup> day of November, 1981.

ATTEST:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

81-4668



2012 AUG 20 AM 7:25

151/4

9D

ORDINANCE NO. 017870

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 39-A, O.A. DANIELSON SURVEY NO 310, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-O/SC (APARTMENT-OFFICE/SPECIAL CONTRACT) TO C-1/SC (COMMERCIAL/SPECIAL CONTRACT) AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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


That the zoning of a portion of Tract 39-A, O.A. Danielson Survey No 310, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from A-O/SC (APARTMENT-OFFICE/SPECIAL CONTRACT) to C-1/SC (COMMERCIAL/SPECIAL CONTRACT), within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased density of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. That a detailed site development plan be approved per City Code prior to the issuance of any building permits as per city code.

PASSED AND APPROVED this 18<sup>th</sup> day of September, 2012.


THE CITY OF EL PASO

  
John F. Cook  
Mayor

ATTEST

  
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

  
Lupe Cuellar  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
Mathew S. McElroy, Director  
City Development Department

128793/12-1007-390.004 v1 - Planning/PZRZ12-00017/ORD/Rczoning ORD  
Document Author: LCUE

ORDINANCE NO. 017870Zoning Case No: PZRZ12-00017

TO

DATE

ZONING SECTION

LAND PLANNING

MAPPING SECTION

E.D.P. SECTION

SPECIAL PERMIT/SITE DEVELOP. PLAN

MPO

REPRODUCE:

RETURN TO

By (DATE):

ORDINANCE NO:

DATE:

X CONTRACT:

CASE NO:

NOTES:

AN ORDINANCE CHANGING THE ZONING OF  
TRACTS 39A AND 39B, O.A. DANIELSON  
SURVEY #310, THE PENALTY BEING AS  
PROVIDED IN SECTION 25-96 OF THE  
EL PASO CITY CODE

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

That the zoning of Tracts 39A and 39B, O. A. Danielson  
Survey #310, as more particularly described below, be changed  
A-O (Apartment-Office) District, and to C-4 (Commercial) District,  
within the meaning of the zoning ordinance, and the zoning map  
of the City be revised accordingly:

Parcel 1 to C-4 (Commercial) District.

All of Tract 39B, and a portion of Tract 39A, O. A.  
Danielson Survey No. 310, as more particularly des-  
cribed as follows:

Beginning at a point, said point being the southwest  
corner of O. A. Danielson Survey No. 310; thence east  
a distance of 252.47 feet to a point in the westerly  
right of way line of the Ysleta-Carlsbad cutoff road;  
thence along said westerly right of way line of said  
Ysleta-Carlsbad cut-off road north 32°19' east a dis-  
tance of 2177.30 feet to the point of beginning of the  
tracts being described;

Thence north 57°41' west a distance of 1075.0 feet to a  
point for a corner;

Thence south 32°19' west a distance of 422.81 feet to a  
point for a corner;

Thence south 57°41' east a distance of 1075.0 feet to a  
point for a corner;

Thence along said westerly right of way line of the Ysleta-  
Carlsbad cut-off road north 32°19' east a distance of  
422.81 feet to the place of beginning, and containing  
10.43 acres, more or less.

Parcel 2 to A-O (Apartment-Office) District

A portion of Tract 39A, O. A. Danielson Survey No. 310,  
as more particularly described as follows:

Beginning at a point, said point being the southwest corner  
of O. A. Danielson Survey No. 310; thence east a distance  
of 252.47 feet to a point in the westerly right of way line  
of said Ysleta-Carlsbad cut-off road north 32°19' east a  
distance of 2,177.30 feet to the corner of Tract 38 &  
Tract 39A; thence north 57°41' west a distance of 1,075.0  
feet to the point of beginning of the tract being described;

8-1-68



Thence north 57°41' west a distance of 604.21 feet to a point for a corner;

Thence south a distance of 500.30 feet to a point for a corner;

Thence south 57°41' east a distance of 336.75 feet to a point for a corner;

Thence north 32°19' east a distance of 422.81 feet to the place of beginning, and containing 4.57 acres, more or less.

PASSED AND APPROVED this 8<sup>th</sup> day of Sept., 1981.

ATTEST:

Jonathan W. Rogers  
Mayor

William Rogers  
City Clerk

APPROVED AS TO FORM:

Allen Robinson  
Assistant City Attorney

APPROVED AS TO CONTENT:

Raul Gonzalez  
Planning Department

I CERTIFY THAT THE FOLLOWING ZONING MAPS

HAVE BEEN REVISED: # 62.

12-1-81 COUNTER

12-1-81 ORIGINAL

12-1-81 Bldg. Inspection

12-1-81 CONTROL

R. Gonzalez

I certify that the zoning map has been revised to reflect the amendment of ordinance # 7313

by R. Gonzalez Date 12-1-81

CONTRACT

THIS CONTRACT, made by and between MILANA, S.A., a Mexican corporation acting by and through its Attorney-in-Fact, ERNESTO MORENO, First Party, DELMO M. PEARCE and FLACHE FARMS, INC., Second Parties, and the CITY OF EL PASO, Third Party,

W I T N E S S E T H :

~~Application has been made to the City of El Paso for rezoning of~~  
Tracts 39A and 39B, O. A. Danielson Survey #310, in the City of El Paso, El Paso County, Texas, such property being more particularly described in Ordinance No. 7313,<sup>del</sup> now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference.

In order to remove certain objections to such rezoning, First Party covenants that if the property is rezoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

No building permit shall be issued for construction on the property until a subdivision plat of the property has been submitted by First Party to the City Planning Commission of the City of El Paso and filed for record.

This contract is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

Second Parties are owners and holders of ~~signs~~ on the above described property and consent to this contract.

Ord # 7313  
Y. F. 2. 9/8/81

81-4668

1981

OFFICE OF  
CITY CLERK

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

HILANA, S.A., a Mexican corporation

By [Signature]  
Ernesto Moreno, Attorney-in-Fact

[Signature]  
Delmo M. Pearce

FLACHE FARMS, INC.

By: [Signature]  
President

THE CITY OF EL PASO

By [Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
Asst. City Attorney

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared ERNESTO MORENO, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of HILANA, S.A., a Mexican corporation, and acknowledged to me that he subscribed the name of HILANA, S.A. thereto as principal and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of June, 1981.

My commission expires:

[Signature]  
Notary Public in and for El Paso  
County, Texas

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared DELMO M. PEARCE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

My commission expires:

Notary Public in and for El Paso  
County, Texas

THE STATE OF TEXAS )  
 )  
COUNTY OF ~~FRANKS~~ )

BEFORE ME, the undersigned authority, on this day personally appeared G. PEARL FLACHE, President of FLACHE FARMS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of October, 1981.

My commission expires:

Notary Public in and for ~~Franklin~~  
~~the State of Texas~~  
(GUIN CLOUD)

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared Jonathan W. Rogers, Mayor \_\_\_\_\_, of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me that he executed the same for the purposes and consideration and the capacity therein expressed, and as the act and deed of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of Nov. 1981.

My commission expires:

Billie Jean Frankham  
Notary Public in and for El Paso  
County, Texas

51-4668



POWER OF ATTORNEY

THE STATE OF TEXAS )  
COUNTY OF EL PASO ) KNOW ALL MEN BY THESE PRESENTS:

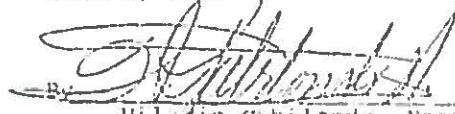
That HILANA, S. A., a corporation duly organized and operating under the laws of the United Mexican States, and having its principal office in Ciudad Juarez, Chihuahua, Mexico, has this day made, constituted and appointed, and by these presents does make, constitute and appoint ERNESTO MORENO of El Paso, Texas, the true and lawful Attorney of HILANA S. A. for said corporation and in its name, place and stead, to do any and every act and exercise any and every power that said corporation might or could do or exercise through any other person which the said Attorney shall deem proper and advisable, intending hereby to vest in him a full and universal Power-of-Attorney, and specifically including, but not by way of limitation: the power to purchase upon such terms and conditions as to the said Attorney shall seem proper, real property within El Paso County, Texas, and to borrow money without limitation in such amounts and upon such terms and conditions as to him shall seem proper, upon the security of said property and to execute and deliver promissory notes and to make, sign, execute, acknowledge and deliver to or for the benefit of the lender or lenders of such money, a mortgage or mortgages, whether with or without power of sale, or a deed or deeds of trust upon, covering or encumbering such real property or any part thereof or interest therein, containing such terms, stipulations, conditions, covenants, appointments of trustee and powers as to the said Attorney shall seem proper, to secure the payment of the notes or obligations given for such loan or loans; the power to contract to sell and to convey all or any part of any interest which said corporation has or to which it may be entitled in any and all real property located in El Paso County, Texas, to such parties and for such a price and upon such other terms and conditions as to the said Attorney shall seem proper, and to collect and receive all sums of money which may become due and owing to said corporation by reason of any such contract or conveyance; hereby giving and granting upon the said Attorney full power and authority to do and perform any and all things whatsoever requisite and necessary to be done in and about the premises as fully as to all intents and purposes as the undersigned

87-4668

corporation could do if personally present, hereby ratifying and confirming all that the said Attorney shall lawfully do in the premises by virtue hereof and the undersigned corporation agrees and represents to those dealing with the said Attorney that this Power-of-Attorney may be voluntarily revoked alone by revocation entered of record in the Office of the County Clerk of El Paso County, Texas.

IN WITNESS WHEREOF, this instrument is executed at Ciudad Juarez, Chihuahua, Mexico, on the 14th day of January, 1980.

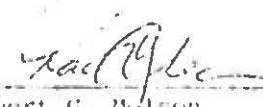
HILANA, S.A.

  
By Hilario Gabilondo, President  
of the Board of Directors

UNITED MEXICAN STATES )  
STATE OF CHIHUAHUA )  
CONSULATE GENERAL OF THE ) SS.  
UNITED STATES OF AMERICA )  
AT CIUDAD JUAREZ )

I, Robert G. Melson, Vice Consul  
of the United States of America at Ciudad Juarez, Mexico, duly com-  
missioned and qualified, do hereby certify that on this the 14th day  
of January, 1980, before me personally appeared HILARIO GABILONDO,  
President of the Board of Directors of HILANA, S.A., to me personally  
known, and known to me to be the individual described in, whose name  
is subscribed to, and who executed the annexed instrument, and being  
informed by me of the contents of said instrument he duly acknowledged  
to me that he executed the same freely and voluntarily for the uses  
and purposes therein mentioned.

In witness whereof I have hereunto set  
my hand and official seal the day and  
year last above written.

  
Robert G. Melson  
Vice Consul of the United States of America

Item #51  
Fee \$3.00

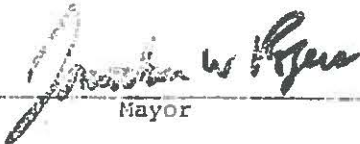
81-4668


RESOLUTION

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

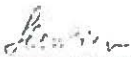
That the Mayor be authorized to sign a contract with  
HILANA, S.A., et al, placing certain restriction, conditions  
and covenants on the property being rezoned by Ordinance No. 7313 *let*  
ADOPTED this 3<sup>rd</sup> day of November, 1981.

ATTEST:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

81-4468



# 1351 & 1355 Zaragoza Rd.

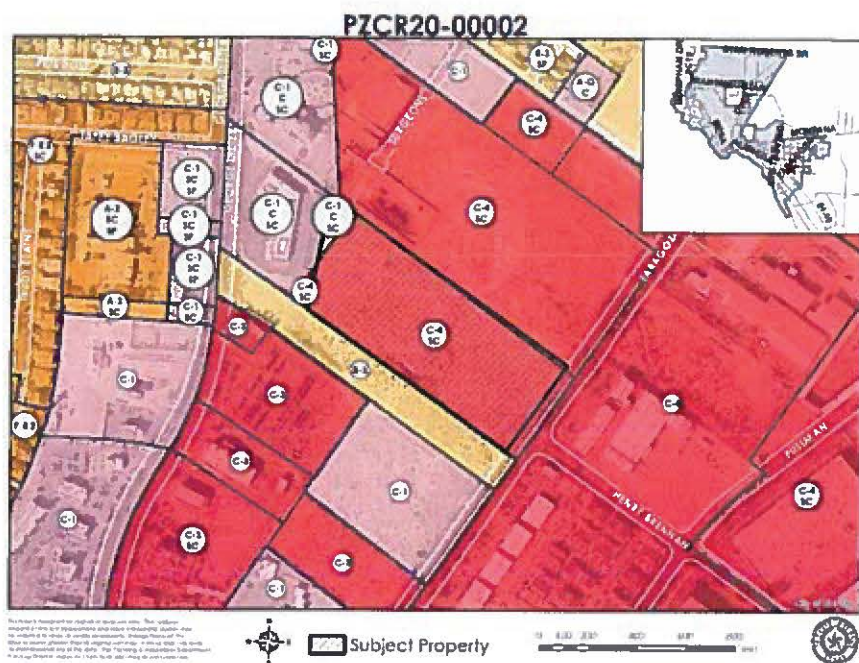
City Plan Commission — November 19, 2020



**CASE NUMBER:** PZCR20-00002  
**CASE MANAGER:** Adriana Martinez, (915)212-1611, [MartinezAD@elpasotexas.gov](mailto:MartinezAD@elpasotexas.gov)  
**PROPERTY OWNER:** Palo Verde Business Park, LLC  
**REPRESENTATIVE:** William Van Haselen  
**LOCATION:** 1351 and 1355 Zaragoza Rd. (District 7)  
**PROPERTY AREA:** 10.43 acres  
**REQUEST:** To release a condition on the subject property imposed by Ordinance No. 7313, dated September 8, 1981 and Ordinance No. 17870 dated September 18, 2012  
**RELATED APPLICATIONS:** PZRZ20-00017 (Rezoning)  
**PUBLIC INPUT:** None

**SUMMARY OF REQUEST:** The applicant is requesting to release the conditions imposed on the subject property by Ordinance No. 7313, dated September 8, 1981 and Ordinance No. 17870 dated September 18, 2012. The proposed condition release is to waive the request of the submittal and approval of a Detailed Site Development prior to the issuance of any building permit as required by Ordinance No. 17870.

**SUMMARY STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the condition release request. Staff finds the existing conditions are no longer necessary. The proposed development as depicted is consistent with other commercial districts in the immediate area, and meets the established character of its surrounding neighborhood. Furthermore, the proposed development meets the intent of the G-4, Suburban (Walkable) land use designation of *Plan El Paso*, the City's Comprehensive Plan in the East Planning area.



**DESCRIPTION OF REQUEST:** The applicant has submitted a Condition Release application requesting to release the conditions imposed on the subject property by Ordinance No. 7313, dated September 8, 1981 and Ordinance No. 17870 dated September 18, 2012 for the property located at 1351 and 1355 Zaragoza Rd. The subject property is currently required to comply with the special contract provisions imposed by such Ordinance, which states in part:

Current condition per Ordinance No. 7313:

- *No building permit shall be issued for the construction on the property until a subdivision plat of the property has been submitted by First Party to the City Plan Commission of the City of El Paso and filed for record.*

The subject property is has been platted as part of Las Terrazas Subdivision which was filed and recorded as of January 13, 2013, this condition has been met and is no longer needed (See attachment No. 7).

Current condition per Ordinance No. 17870:

- *That a detailed site development plan be approved per City Code prior to the issuance of any building permits as per city code.*

The applicant is proposing to develop the subject property to be used for office, business which is a permitted use in both C-1 (Commercial) and C-4 (Commercial) districts. Considering that the subject property is surrounded by similar uses within the same zoning district, this condition is no longer necessary to protect the health, safety, and welfare of its established neighborhood.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed development is consistent with the adjacent commercial development within its vicinity and meets the established character of its surrounding neighborhood. Further, the proposed development meets the intent of G-4 Suburban (Walkable) use designation of *Plan El Paso* in the East Planning area. The nearest park is Blackie Chester Park (1.38 miles) and the nearest school is Myrtle Cooper Elementary (0.83 miles).

<b>COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-4 – Suburban:</b> This sector applies to modern single use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property, and the proposed development for it, meet the intent of the G-4 Suburban (Walkable) Future Land Use designation of <i>Plan El Paso</i>. The proposed development will introduce additional commercial uses, to the established neighborhood. The surrounded properties are zoned C-4 (Commercial), C-3 (Commercial), C-1 (Commercial), and R-3 (Residential). The surrounding area uses vary from hospital, commercial retail, restaurants, and financial institution.</p>



<b>COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:</b>	
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-1 (Commercial)</b> Provide compatible neighborhood convenience goods and services that serve day-to-day needs. Permit locations for business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p>	<p>Yes, the site is suitable for uses permitted in the proposed district, and the proposed development is adjacent to other commercial uses. The surrounding uses consist of a hospital, medical offices, commercial retail, restaurants, and financial institution.</p>
<p><b>C-4 (Commercial) District:</b> Establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods. Permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	
<p><b>Preferred Development Locations:</b> Is the property in a "Compact Urban" area?</p>	<p>Yes, the subject property is located along Zaragoza Road, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan.</p>
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<p><b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>N/A</p>
<p><b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the condition release request.</p>	<p>There are no adverse effects predicted from the proposed condition release. The existing infrastructure was originally designed for commercial use.</p>
<p><b>Natural Environment:</b> Anticipated effects on the natural environment.</p>	<p>No effect on the natural environment anticipated as the subject property is in an already developed area.</p>
<p><b>Stability:</b> Whether the area is stable or in transition.</p>	<p>Yes, the proposed development is within an older area of the city, which represent stability within the G-4, Suburban use designation of Plan El Paso.</p>
<p><b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>N/A</p>

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Main access to the proposed commercial development will be Zaragoza Road, which is designated as a Major Arterial as per the City of El Paso's Major Thoroughfare Plan. The subject property as part of Las Terrazas Subdivision. Access and location of driveway on Zaragoza Road shall be coordinated with TxDOT. All existing or proposed paths of travel (accessible sidewalks, wheelchair access curb ramps and driveways) within public rights-of-way shall be in compliance with current ADA/TAS rules and regulations and the current City of El Paso Design Standards for Construction. There is an existing 12-inch diameter water main that extends along the eastside of Zaragoza Road, approximately 25-feet west of and parallel to the eastern right-of-way line of Zaragoza Road. This water main is available for service.

**PUBLIC COMMENT:** The subject property lies within the Eastside Civic Association. Notices sent to property owners within 300 feet on November 5, 2020. As of November 12, 2020, Planning has not received any calls in support or opposition to the condition release request.

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**RELATED APPLICATIONS:** The applicant has submitted an application (PZR20-00017), a rezoning request. The proposal is to rezone the subject property from C-1/c/sc (Commercial/condition/special contract) to C-4/c/sc (Commercial/condition/special contract). The conceptual site plan accommodates a total of 15 commercial buildings to be used as business offices.

**CITY PLAN COMMISSION OPTIONS:**

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

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

**ATTACHMENTS:**

1. Future Land Use Map
2. Department Comments
3. Neighborhood Notification Boundary Map
4. Conceptual Site Plan
5. Ordinance No. 7313
6. Ordinance No. 17870
7. Recorded Subdivision

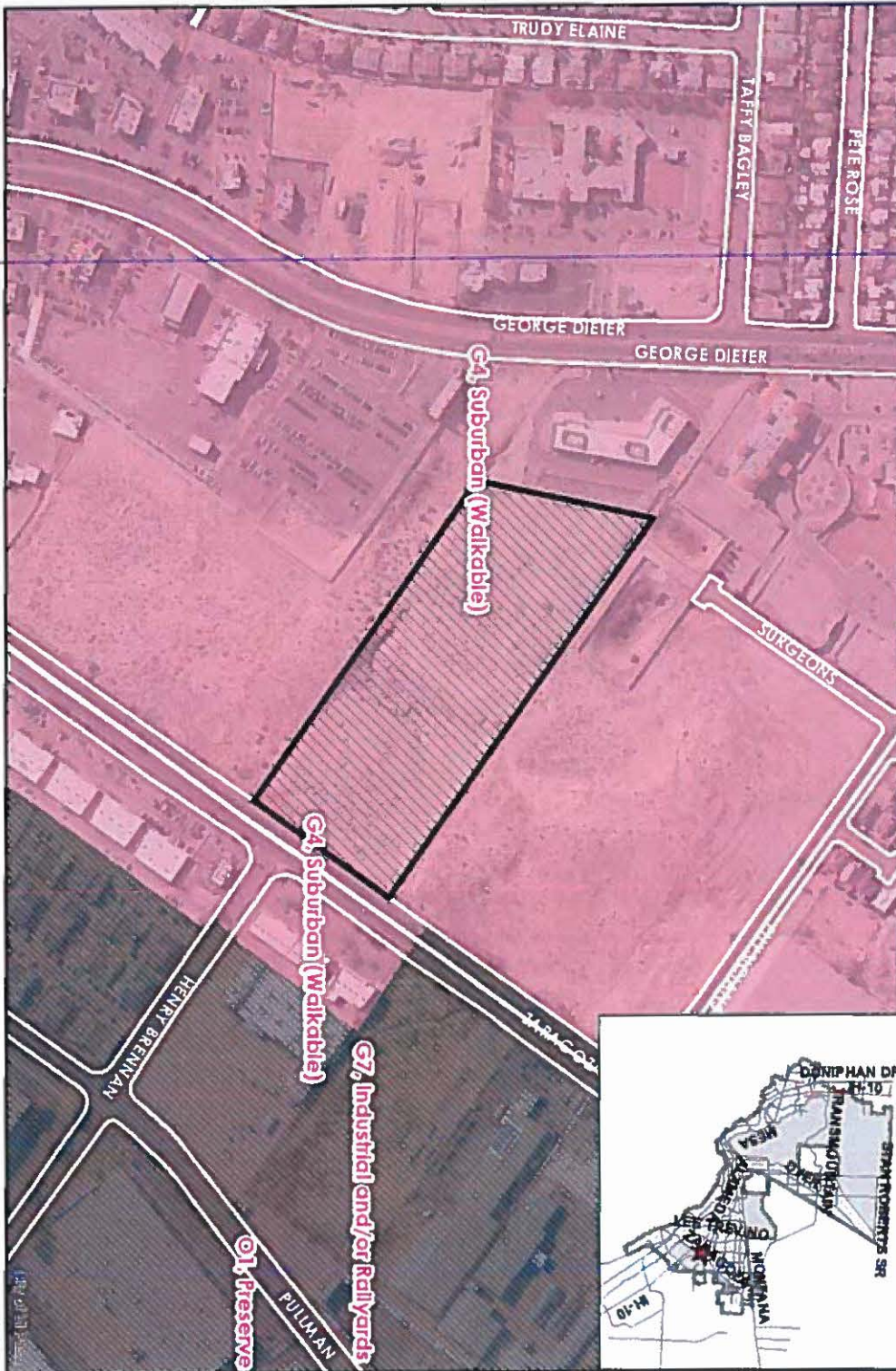


# ATTACHMENT 1

This map is a conceptual map for planning purposes only. It is not intended to be used for any other purpose and may be subject to change without notice. The map is not a guarantee of any kind and should not be used for any other purpose. The map is not a guarantee of any kind and should not be used for any other purpose.



Subject Property



PZCR20-00002

## **ATTACHMENT 2**

### **Planning and Inspections Department – Planning**

No objections to the condition release.

#### **Note:**

All existing and/or proposed paths of travel (accessible sidewalks, wheelchair access curb ramps and driveways) located within public rights-of-way shall follow the City of El Paso Design Standards for Construction and be ADA/TAS compliant.

### **Planning and Inspections Department – Plan Review & Landscaping Division**

Recommended approval.

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### **Planning and Inspections Department – Land Development**

No objections:

#### **Fire Department**

Recommended approval.

#### **Texas Department of Transportation**

TxDOT's comments are as follows:

- Requestor will need to submit a request for a driveway permit and for a grading and drainage review since improvements are proposed abutting TxDOT right-of-way.
- Requests may be submitted to [elp\\_access@txdot.gov](mailto:elp_access@txdot.gov).

#### **Sun Metro**

Recommended approval.

#### **Streets & Maintenance**

No objections.

#### **El Paso Water**

We have reviewed the request described above and provide the following comments:

El Paso Water (EPWater) does not object to this request.

Zaragoza Rd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Zaragoza Rd. right-of-way requires written permission from TxDOT.

#### **Water:**

There is an existing 12-inch diameter water main that extends along the eastside of Zaragoza Rd., approximately 25-feet west of and parallel to the eastern right-of-way line of Zaragoza Rd. This water main is available for service.

There is an existing 24-inch diameter water main that extends along the eastside of Zaragoza Rd., approximately 7-feet west of and parallel to the eastern right-of-way line of Zaragoza Rd. No direct service connections are allowed to this main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

EPWater records indicate there is no water meters serving the subject property.

Previous water pressure from fire hydrant #5785 located at the northeast corner of Zaragoza Rd. and Henry Brennan Dr., has yielded a static pressure of 110 psi, a residual pressure of 70 psi, and



a discharge of 1,592 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

**Sewer:**

There is an existing 8-inch diameter sanitary sewer main that extends within a 20-foot PSB easement, north of and parallel to the north property line of the subject property. This sanitary sewer main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along the west side of Zaragoza Rd., approximately 9-feet east of and parallel to the western right-of-way line of Zaragoza Rd. This sanitary sewer main is available for service.

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**General:**

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3<sup>rd</sup> floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

**Stormwater Engineering**

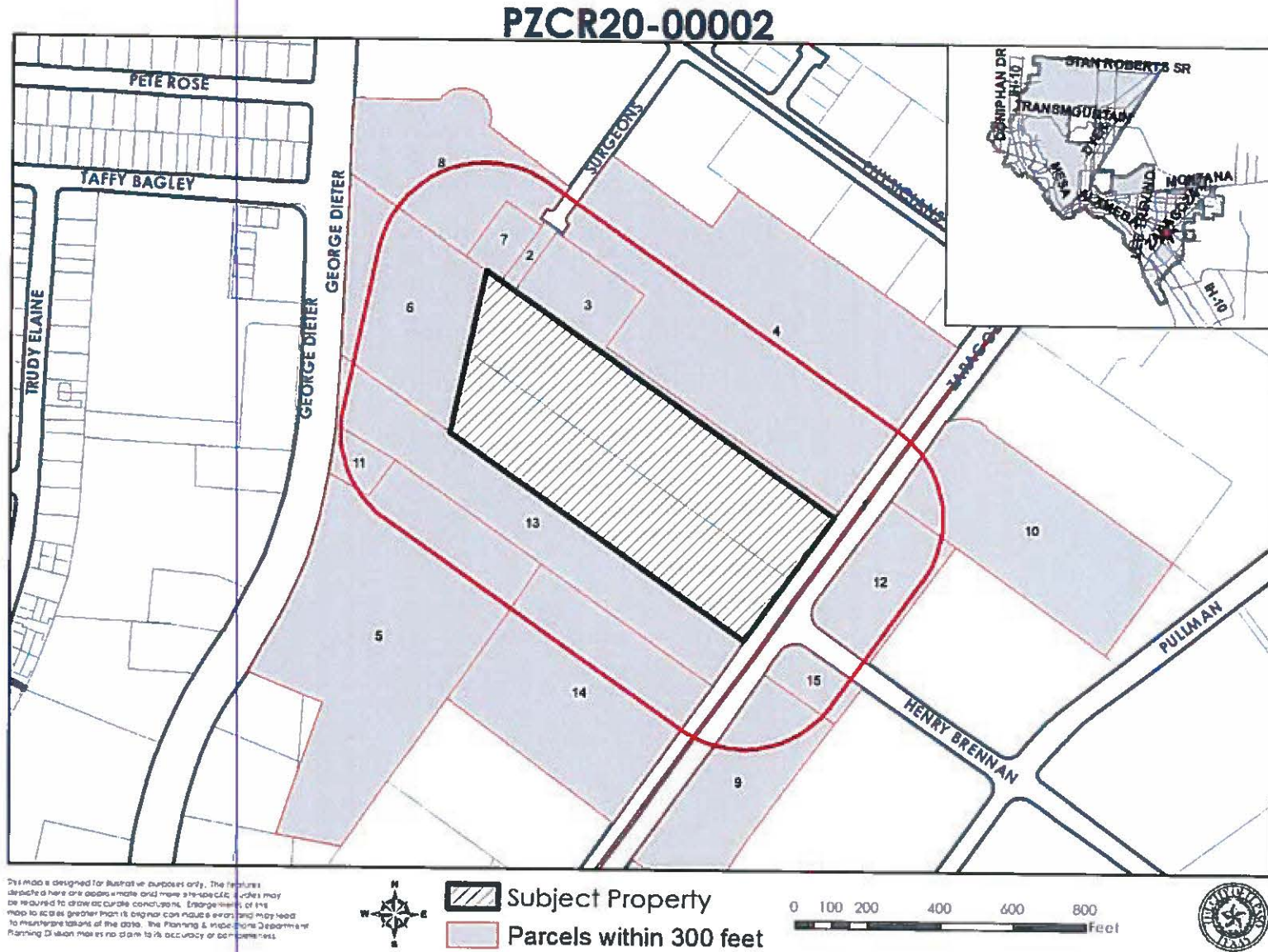
We have reviewed the property described above and provide the following comments:

1. Show drainage flow patterns on the plot plan and identify the discharge location for all storm water runoff.
2. Zaragoza Rd. is a state highway; consult TXDOT if runoff is proposed to flow into their ROW.
3. The developer may be responsible for the additional stormwater runoff generated by this development, and must ensure that the historic runoff volume, peak and duration are maintained.
4. Verify that the existing pond adjacent to the subject property was designed to take in the developed runoff from this property.

**El Paso County Water Improvement District #1**

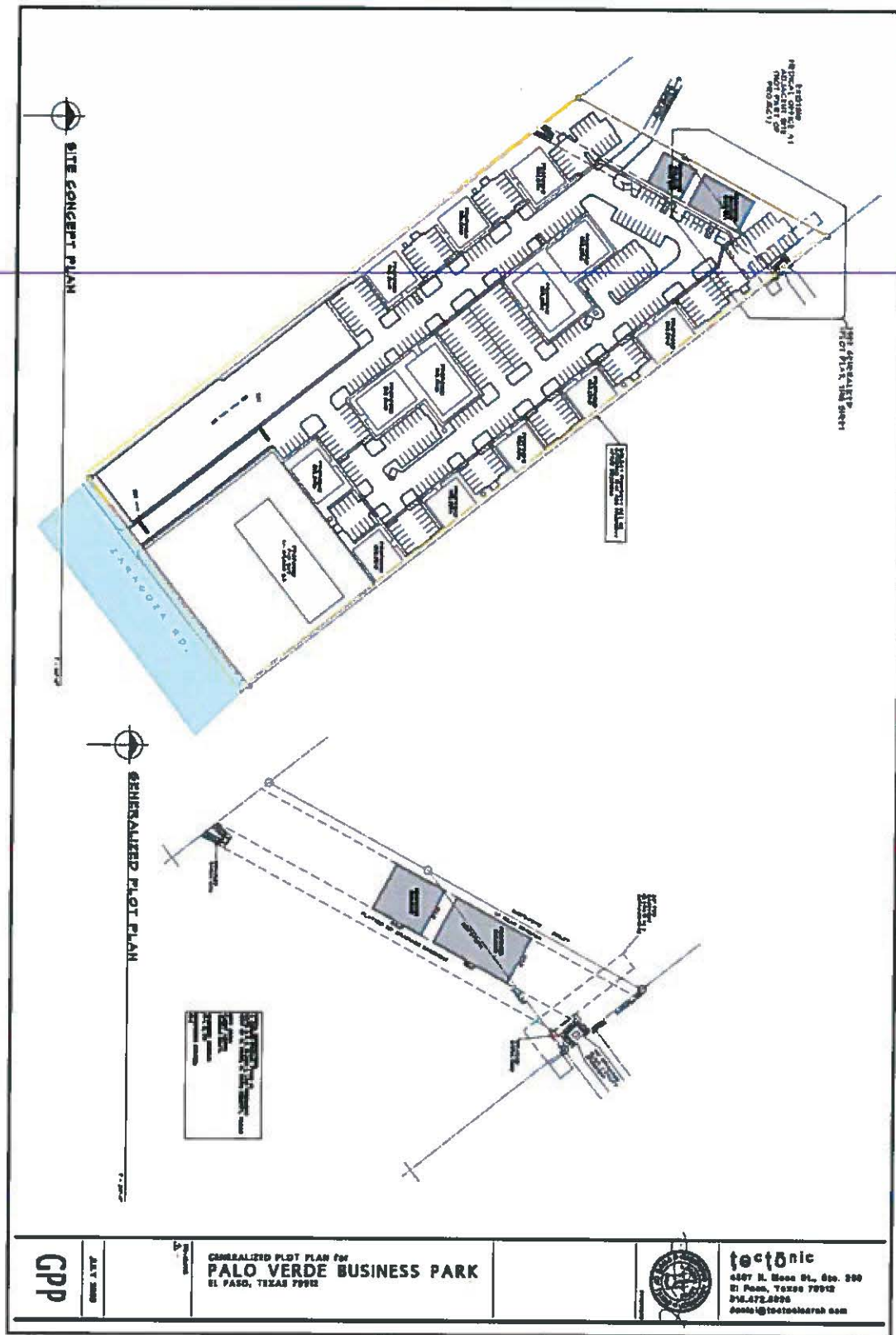
The attached cases are not within the boundaries of EPCWID

# ATTACHMENT 3





# ATTACHMENT 4



## ATTACHMENT 5

7313

AN ORDINANCE CHANGING THE ZONING OF  
TRACTS 39A AND 39B, O.A. DANIELSON  
SURVEY #310, THE PENALTY BEING AS  
PROVIDED IN SECTION 25-96 OF THE  
EL PASO CITY CODE

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

That the zoning of Tracts 39A and 39B, O. A. Danielson Survey #310, as more particularly described below, be changed A-O (Apartment-Office) District, and to C-4 (Commercial) District, within the meaning of the zoning ordinance, and the zoning map of the City be revised accordingly:

Parcel 1 to C-4 (Commercial) District.

All of Tract 39B, and a portion of Tract 39A, O. A. Danielson Survey No. 310, as more particularly described as follows:

Beginning at a point, said point being the southwest corner of O. A. Danielson Survey No. 310; thence east a distance of 252.47 feet to a point in the westerly right of way line of the Ysleta-Carlsbad cutoff road; thence along said westerly right of way line of said Ysleta-Carlsbad cut-off road north 32°19' east a distance of 2177.30 feet to the point of beginning of the tracts being described;

Thence north 57°41' west a distance of 1075.0 feet to a point for a corner;

Thence south 32°19' west a distance of 422.81 feet to a point for a corner;

Thence south 57°41' east a distance of 1075.0 feet to a point for a corner;

Thence along said westerly right of way line of the Ysleta-Carlsbad cut-off road north 32°19' east a distance of 422.81 feet to the place of beginning, and containing 10.43 acres, more or less.

Parcel 2 to A-O (Apartment-Office) District

A portion of Tract 39A, O. A. Danielson Survey No. 310, as more particularly described as follows:

Beginning at a point, said point being the southwest corner of O. A. Danielson Survey No. 310; thence east a distance of 252.47 feet to a point in the westerly right of way line of said Ysleta-Carlsbad cut-off road north 32°19' east a distance of 2,177.30 feet to the corner of Tract 38 & Tract 39A; thence north 57°41' west a distance of 1,075.0 feet to the point of beginning of the tract being described;

Thence north 57°41' west a distance of 604.21 feet to a point for a corner;

Thence south a distance of 500.30 feet to a point for a corner;

Thence south 57°41' east a distance of 336.75 feet to a point for a corner;

Thence north 32°19' east a distance of 422.81 feet to the place of beginning, and containing 4.57 acres, more or less.

PASSED AND APPROVED this 8<sup>th</sup> day of Sept., 1981.

ATTEST:

Jonathan W. Rojas  
Mayor

William R. Coats  
City Clerk

APPROVED AS TO FORM:

Steve Robinson  
Assistant City Attorney

APPROVED AS TO CONTENT:

Raul Gonzalez  
Planning Department

I CERTIFY THAT THE FOLLOWING ZONING MAPS  
HAVE BEEN REVISED: # 621,  
12-1-81 COUNTER  
12-1-81 ORIGINAL  
12-1-81 Bldg. Inspection  
12-1-81 CONTROL R. Gonzalez

I certify that the zoning map has been revised to  
reflect the amendment of ordinance # 7313  
R. Gonzalez Date 12-1-81



CONTRACT

THIS CONTRACT, made by and between HILANA, S.A., a Mexican corporation acting by and through its Attorney-in-Fact, ERNESTO MORENO, First Party, DELMO M. PEARCE and FLACHE FARMS, INC., Second Parties, and the CITY OF EL PASO, Third Party,

W I T N E S S E T H :

Application has been made to the City of El Paso for rezoning of Tracts 39A and 39B, O. A. Danielson Survey #310, in the City of El Paso, El Paso County, Texas, such property being more particularly described in Ordinance No. 7343,<sup>44</sup> now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference.

In order to remove certain objections to such rezoning, First Party covenants that if the property is rezoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

No building permit shall be issued for construction on the property until a subdivision plat of the property has been submitted by First Party to the City Planning Commission of the City of El Paso and filed for record.

This contract is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

Second Parties are owners and holders of ~~title~~ <sup>interests</sup> in the above described property and consent to this contract.

81-4668

1981

11-19-81

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

HILANA, S.A., a Mexican corporation

By Ernesto Moreno, Attorney-in-Fact

Debra M. Pearce

PLACHE FARMS, INC.

By: President

THE CITY OF EL PASO

By [Signature]

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
Asst. City Attorney

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared ERNESTO MORENO, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of HILANA, S.A., a Mexican corporation, and acknowledged to me that he subscribed the name of HILANA, S.A. thereto as principal and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 1981.

My commission expires:

11/19/81

[Signature]  
Notary Public in and for El Paso  
County, Texas

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared DELMO M. PEARCE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

My commission expires: \_\_\_\_\_

*[Signature]*  
Notary Public in and for El Paso  
County, Texas  
JUL 12 1981

THE STATE OF TEXAS )  
DAWSON )  
COUNTY OF TARRANTS )

BEFORE ME, the undersigned authority, on this day personally appeared G. PEARL FLACHE, President of FLACHE FARMS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of October, 1981.

My commission expires: \_\_\_\_\_

*[Signature]*  
Notary Public in and for Tarrant  
County, Texas  
the State of Texas  
(GUTH CLEON)

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared Jonathan W. Rogers, Mayor of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me that he executed the same for the purposes and consideration and the capacity therein expressed, and as the act and deed of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of Nov., 1981.

My commission expires: \_\_\_\_\_

*[Signature]*  
Notary Public in and for El Paso  
County, Texas

6-30-84

51-4668



POWER OF ATTORNEY

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

KNOW ALL MEN BY THESE PRESENTS:

That HILANA, S. A., a corporation duly organized and operating under the laws of the United Mexican States, and having its principal office in Ciudad Juarez, Chihuahua, Mexico, has this day made, constituted and appointed, and by these presents does make, constitute and appoint ERNESTO MORGHO of El Paso, Texas, the true and lawful Attorney of HILANA S. A. for said corporation and in its name, place and stead, to


do any and every act and exercise any and every power that said corporation might or could do or exercise through any other person which the said Attorney shall deem proper and advisable, intending hereby to vest in him a full and universal Power-of-Attorney, and specifically including, but not by way of limitation: the power to purchase upon such terms and conditions as to the said Attorney shall seem proper, real property within El Paso County, Texas, and to borrow money without limitation in such amounts and upon such terms and conditions as to him shall seem proper, upon the security of said property and to execute and deliver promissory notes and to make, sign, execute, acknowledge and deliver to or for the benefit of the lender or lenders of such money, a mortgage or mortgages, whether with or without power of sale, or a deed or deeds of trust upon, covering or encumbering such real property or any part thereof or interest therein, containing such terms, stipulations, conditions, covenants, appointments of trustee and powers as to the said Attorney shall seem proper, to secure the payment of the notes or obligations given for such loan or loans; the power to contract to sell and to convey all or any part of any interest which said corporation has or to which it may be entitled in any and all real property located in El Paso County, Texas, to such parties and for such a price and upon such other terms and conditions as to the said Attorney shall seem proper, and to collect and receive all sums of money which may become due and owing to said corporation by reason of any such contract or conveyance; hereby giving and granting upon the said Attorney full power and authority to do and perform any and all things whatsoever requisite and necessary to be done in and about the premises as fully as to all intents and purposes as the undersigned

81-4665

corporation could do if personally present, hereby ratifying and confirming all that the said Attorney shall lawfully do in the premises by virtue hereof and the undersigned corporation agrees and represents to those dealing with the said Attorney that this Power-of-Attorney may be voluntarily revoked alone by revocation entered of record in the Office of the County Clerk of El Paso County, Texas.

IN WITNESS WHEREOF, this instrument is executed at Ciudad Juarez, Chihuahua, Mexico, on the 14th day of January, 1980.

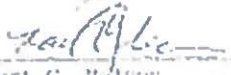
MILANA, S.A.

  
Hilario Cabilombo, President  
of the Board of Directors

UNITED MEXICAN STATES )  
STATE OF CHIHUAHUA )  
CONSULATE GENERAL OF THE ) SS.  
UNITED STATES OF AMERICA )  
AT CIUDAD JUAREZ )

I, Robert G. Nelson Vice Consul  
of the United States of America at Ciudad Juarez, Mexico, duly commissioned and qualified, do hereby certify that on this the 14th day of January, 1980, before me personally appeared HILARIO CABILOMO, President of the Board of Directors of MILANA, S.A., to me personally known, and known to me to be the individual described in, whose name is subscribed to, and who executed the annexed instrument, and being informed by me of the contents of said instrument he duly acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

In witness whereof I have hereunto set  
my hand and official seal the day and  
year last above written.

  
Robert G. Nelson  
Vice Consul of the United States of America

Form #71  
Fee \$3.00

81-4668

RESOLUTION

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

That the Mayor be authorized to sign a contract with  
MILANA, S.A., et al, placing certain restriction, conditions  
and covenants on the property being rezoned by Ordinance No. 7313 *del*

ADOPTED this 3<sup>rd</sup> day of November, 1981.

ATTEST:

W. K. Keger  
City Clerk

*James W. Hines*  
Mayor

APPROVED AS TO FORM:

*John W. Hines*  
Assistant City Attorney

57-4668



# ATTACHMENT 6

CITY CLERK DEPT.

2012 AUG 20 AM 7:25

15/14

9D

ORDINANCE NO. 017870

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 39-A, O.A. DANIELSON SURVEY NO 310, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-O/SC (APARTMENT-OFFICE/SPECIAL CONTRACT) TO C-1/SC (COMMERCIAL/SPECIAL CONTRACT) AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

That the zoning of a portion of Tract 39-A, O.A. Danielson Survey No 310, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from A-O/SC (APARTMENT-OFFICE/SPECIAL CONTRACT) to C-1/SC (COMMERCIAL/SPECIAL CONTRACT), within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased density of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

That a detailed site development plan be approved per City Code prior to the issuance of any building permits as per city code.

PASSED AND APPROVED this 18<sup>th</sup> day of September, 2012.

THE CITY OF EL PASO

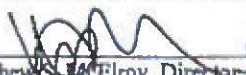
  
John F. Cook  
Mayor

  
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

  
Lupe Cuellar  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
Mathew S. McElroy, Director  
City Development Department

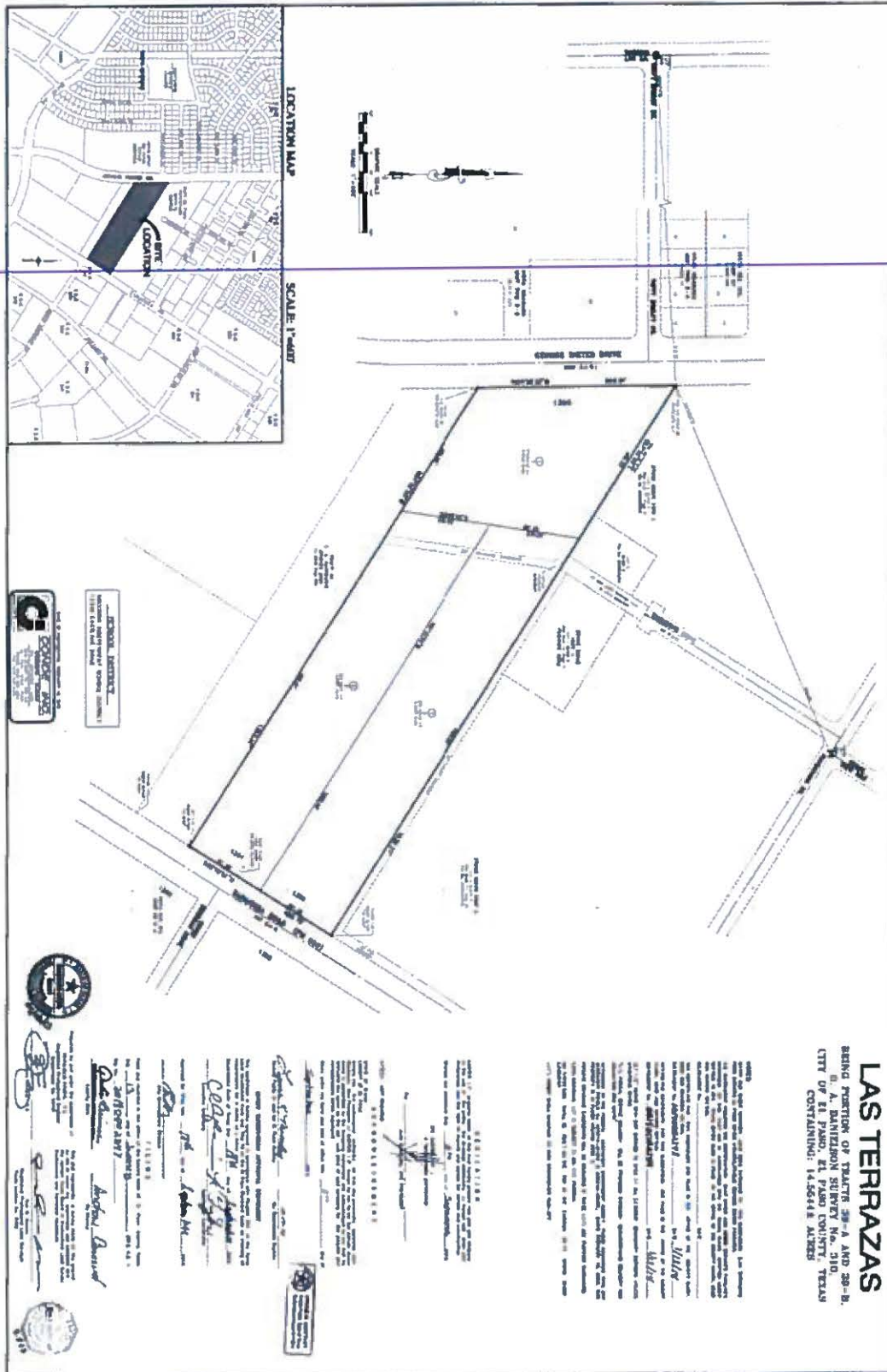
128793/12-1007-390 004 v1 - Planning/PZRZ12-00017/ORD/Rctoning ORD  
Document Author: LCUE

ORDINANCE NO. 017870

Zoning Case No: PZRZ12-00017



# ATTACHMENT 7





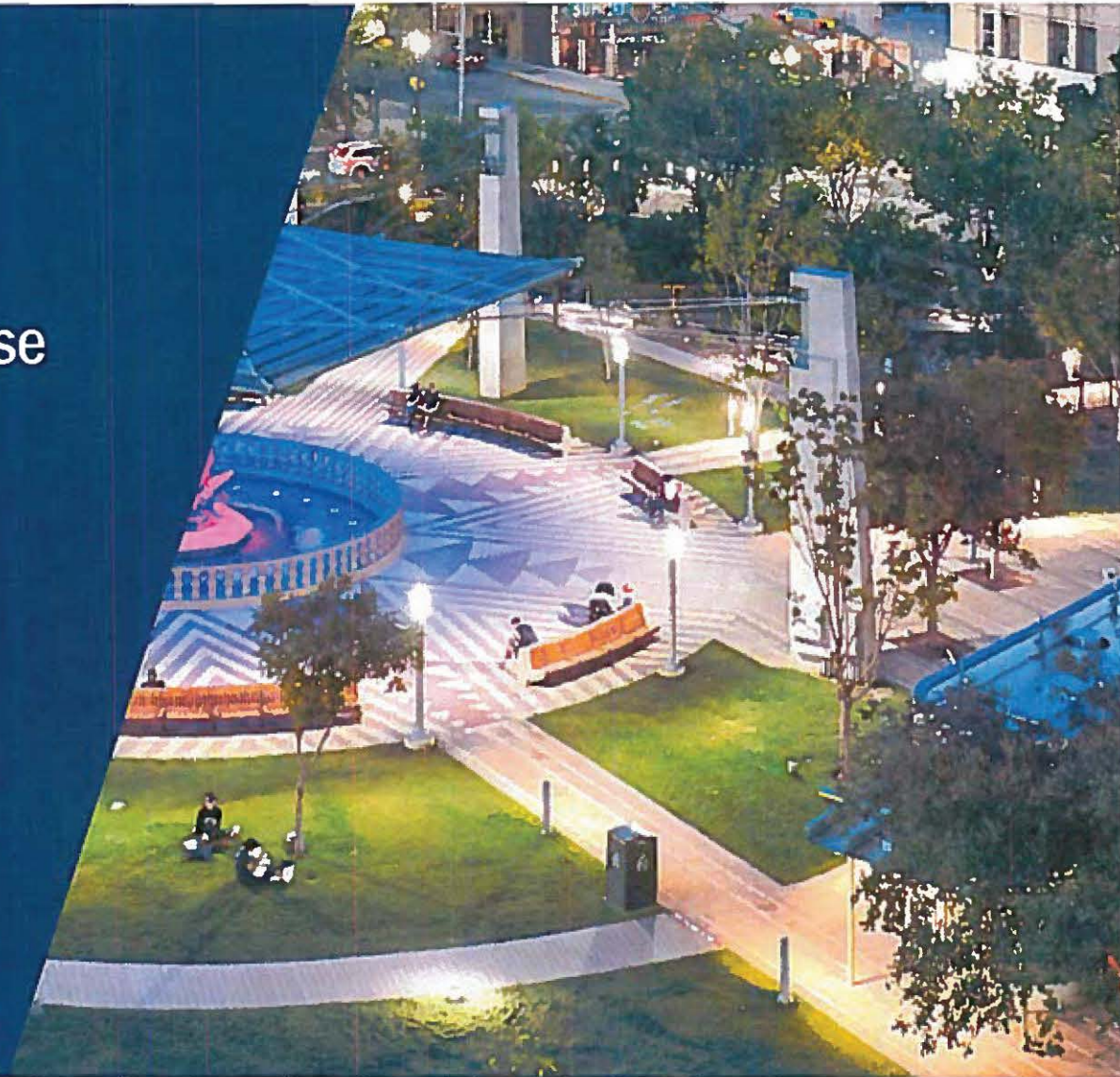
ITEM 8 & 10

# 1351 & 1355 Zaragoza Rd. Rezoning & Condition Release

PZRZ20-00017 & PZCR20-00002

**Strategic Goal 3.**

Promote the Visual Image of  
El Paso

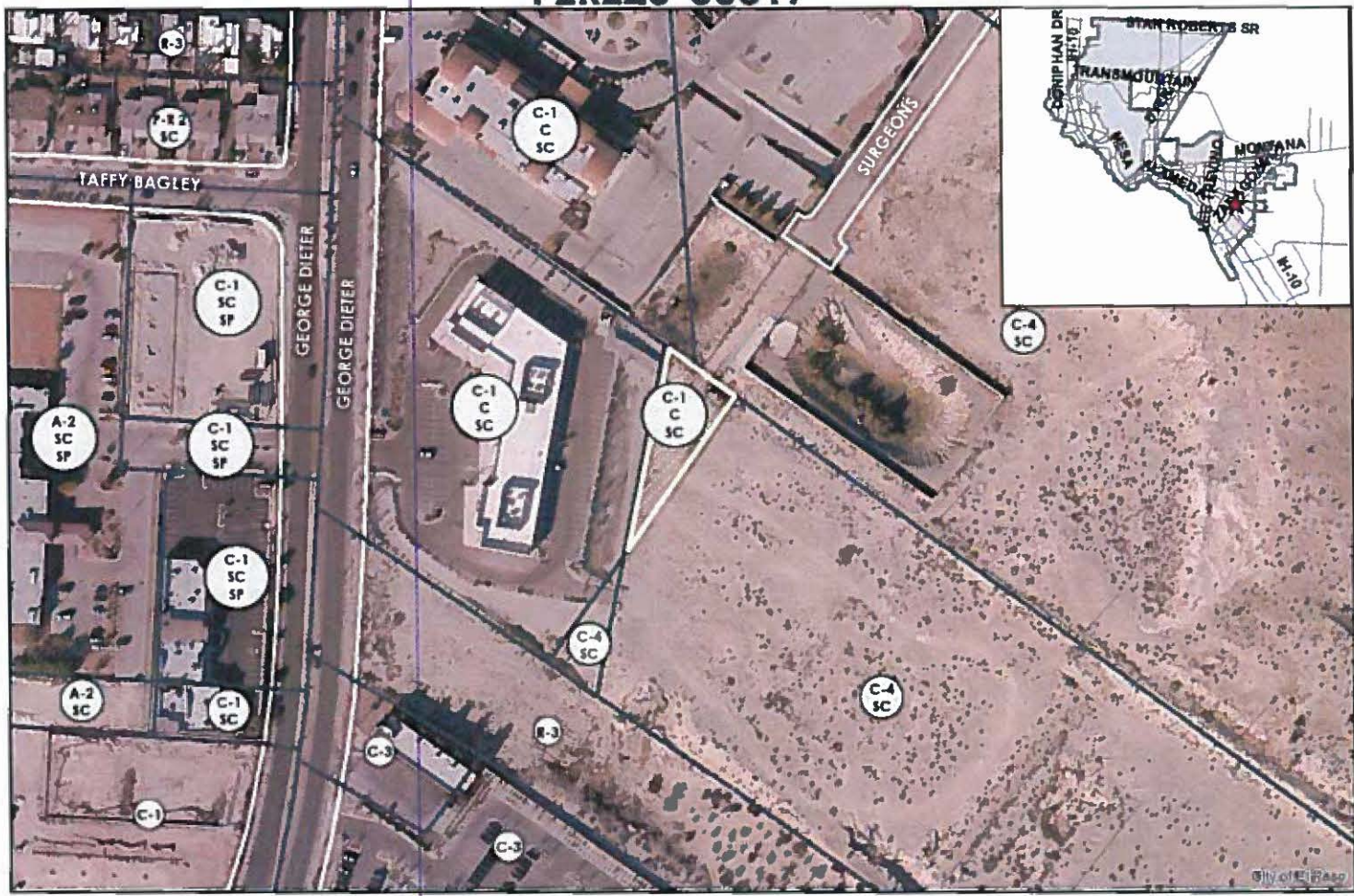






# Aerial Rezoning

PZRZ20-00017



This map is designed for illustrative purposes only. The features depicted here are approximate and more exact details may be required to determine the actual boundaries. The map is not intended to be used for any other purpose. The Planning & Mapping Division makes no claim to the accuracy or completeness of this map.

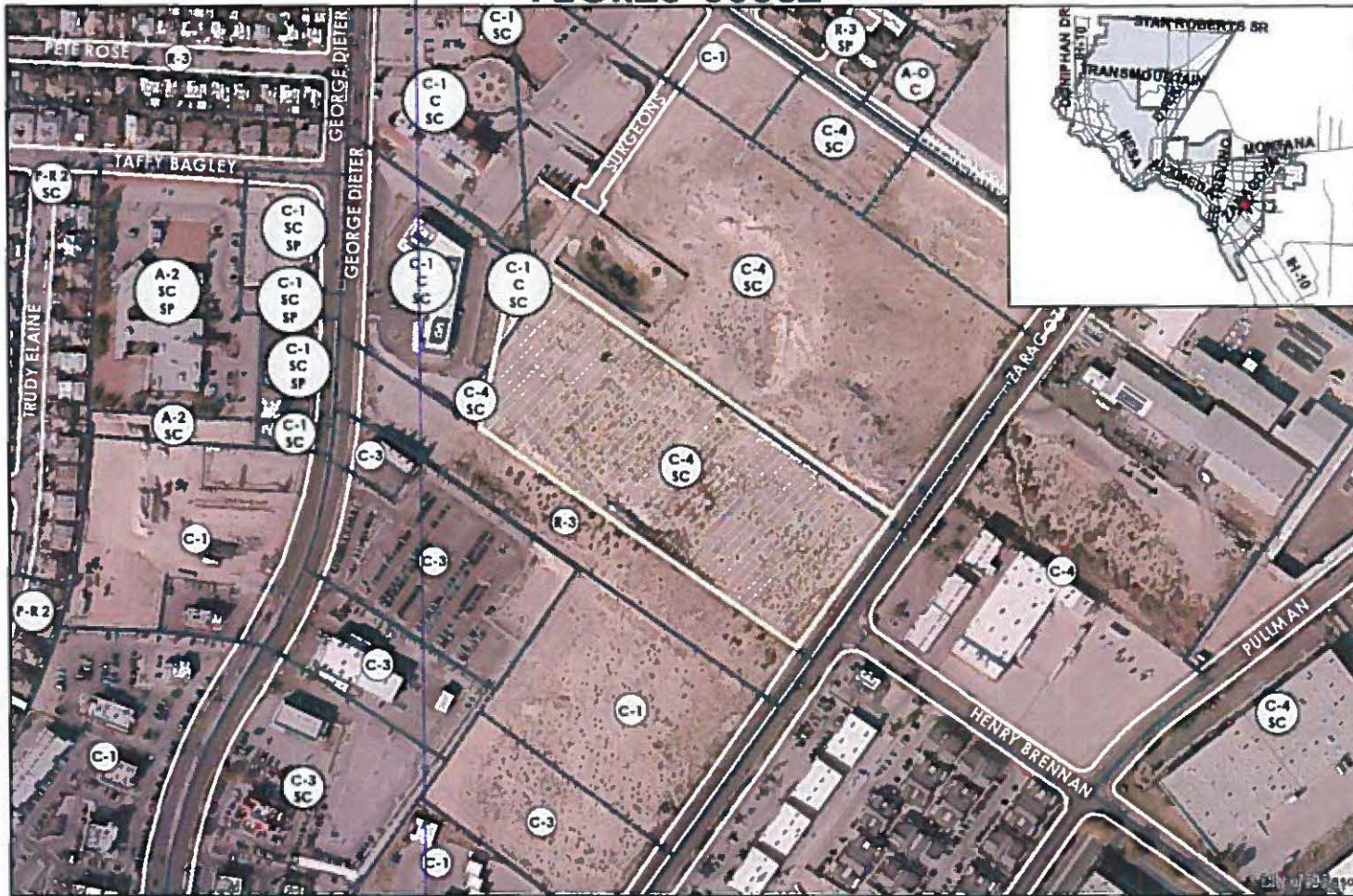


Subject Property





PZCR20-00002



This map is designed for illustrative purposes only. The features are not intended to be a substitute for a professional survey. The map is not to be used to draw accurate conclusions. Enlargement of this map to scales greater than its original can induce error and may lead to misinterpretation of the data. The Planning & Information Department of the City of El Paso makes no claim to its accuracy or completeness.

Subject Property

0 100 200 400 600 800 Feet

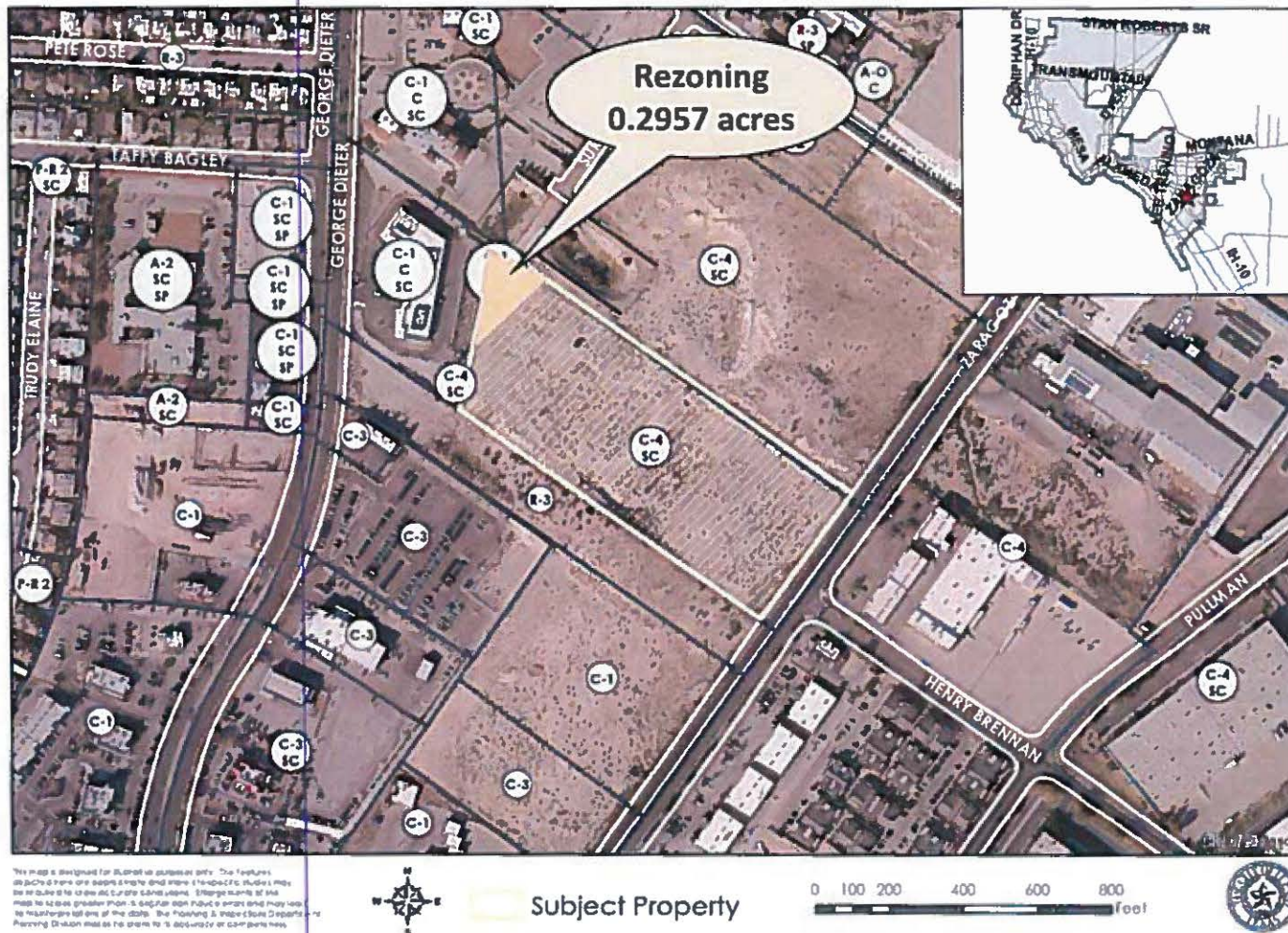


# Aerial Condition Release



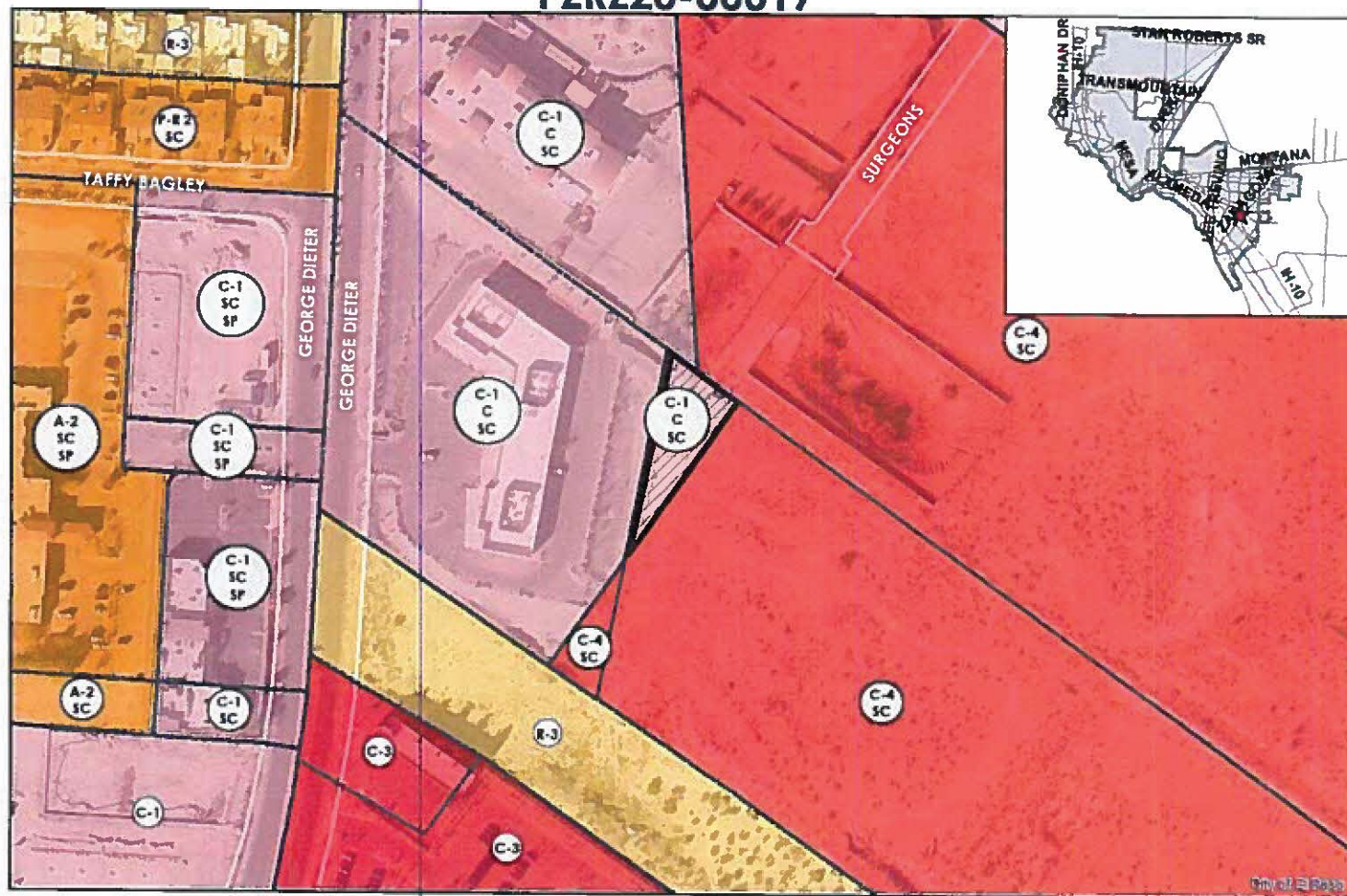


# Aerial





PZRZ20-00017



This map is designed for illustrative purposes only. The features depicted here are approximate and more specific details may be required to draw accurate conclusions. Enlarge prints of the map to scales greater than 1:50,000 may not reduce errors and may lead to misinterpretation of the data. The Planning & Information Services Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 60 120 240 360 480 Feet



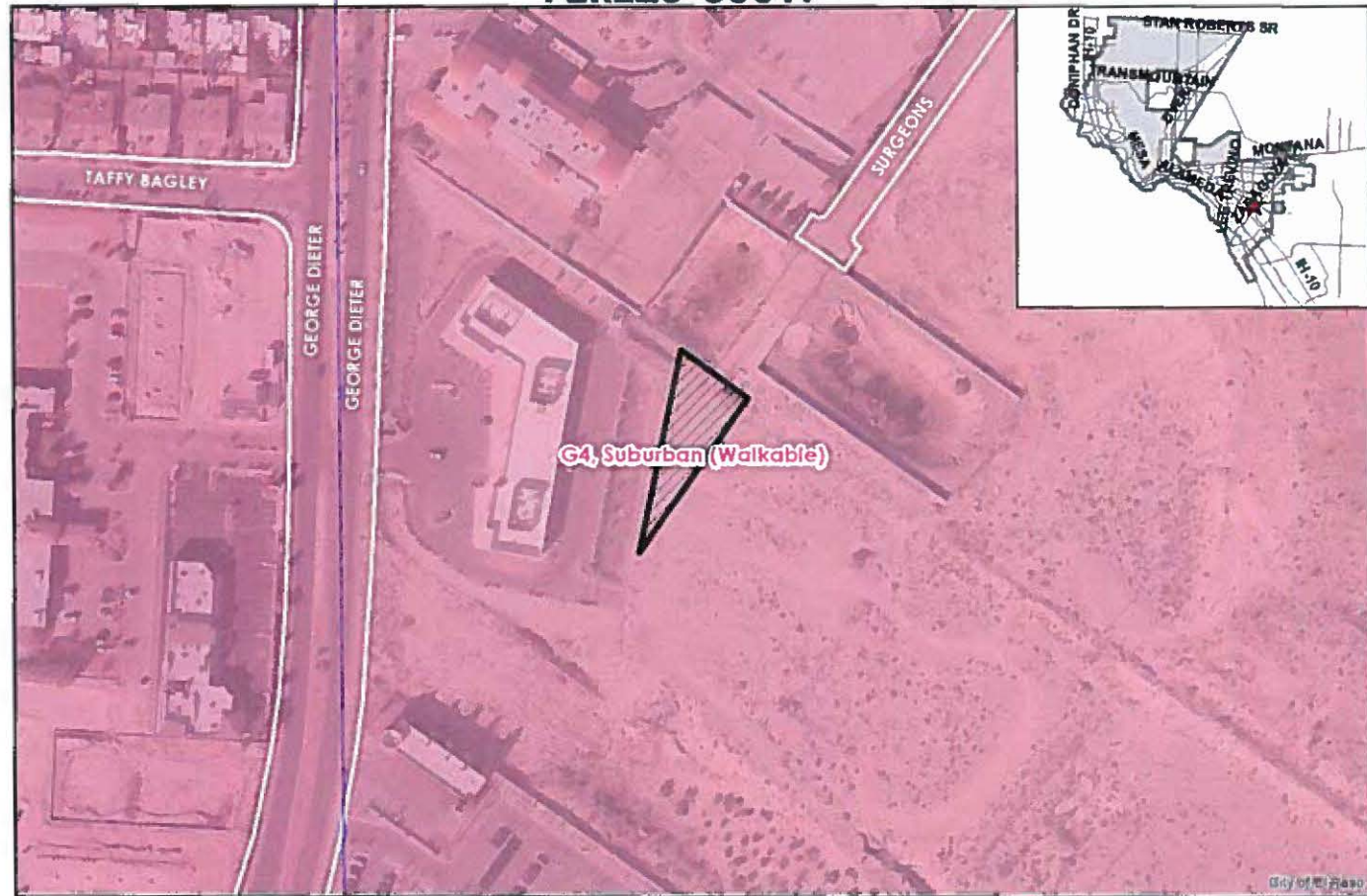
## Existing Zoning





# Future Land Use

PZRZ20-00017



This map is designed for future use purposes only. The features depicted here are approximate and more detailed studies may be required to draw out a plan. The map is not to be used for any other purpose. The Planning & Inspection Department reserves the right to modify this map at any time without notice.



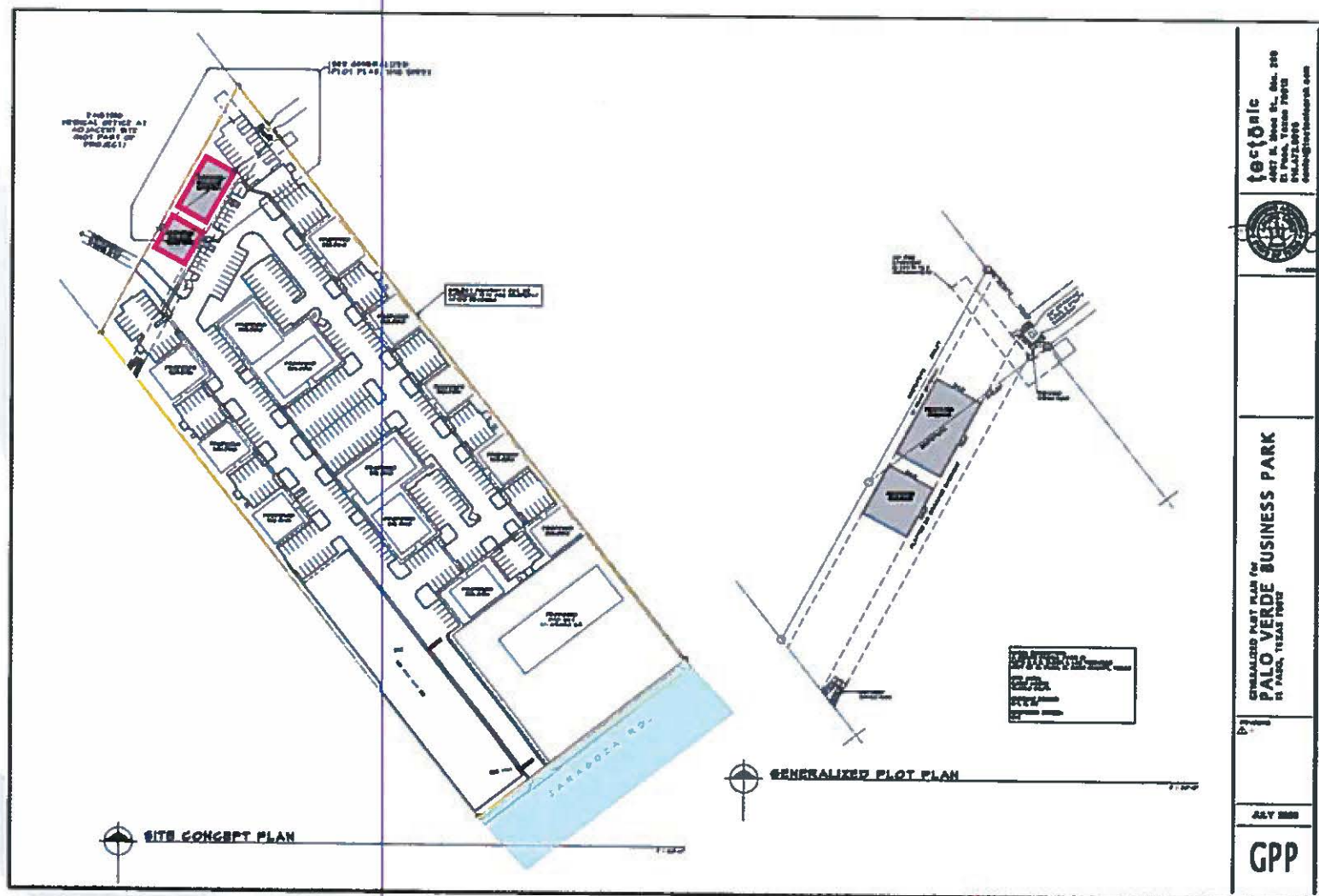
 Subject Property







## Conceptual Site Plan



## Condition Release

### Description of request:

- Current condition per Ordinance No. 7313, dated September 8, 1981
  - *No building permit shall be issued for the construction on the property until a subdivision plat of the property has been submitted by First Party to the City Plan Commission of the City of El Paso and filed for record.*

The subject property is has been platted as part of Las Terrazas Subdivision which was filed and recorded as of January 13, 2013, this condition has been met and is no longer needed.

- Current condition per Ordinance No. 17870, dated September 18, 2012
  - *That a detailed site development plan be approved per City Code prior to the issuance of any building permits as per city code.*

The applicant is proposing to develop the subject property to be used for office, business which is a permitted use in both C-1 (Commercial) and C-4 (Commercial) districts. Considering that the subject property is surrounded by similar uses within the same zoning district, this condition is no longer necessary to protect the health, safety, and welfare of its established neighborhood.





## Subject Property



# Surrounding Development



W



N



S



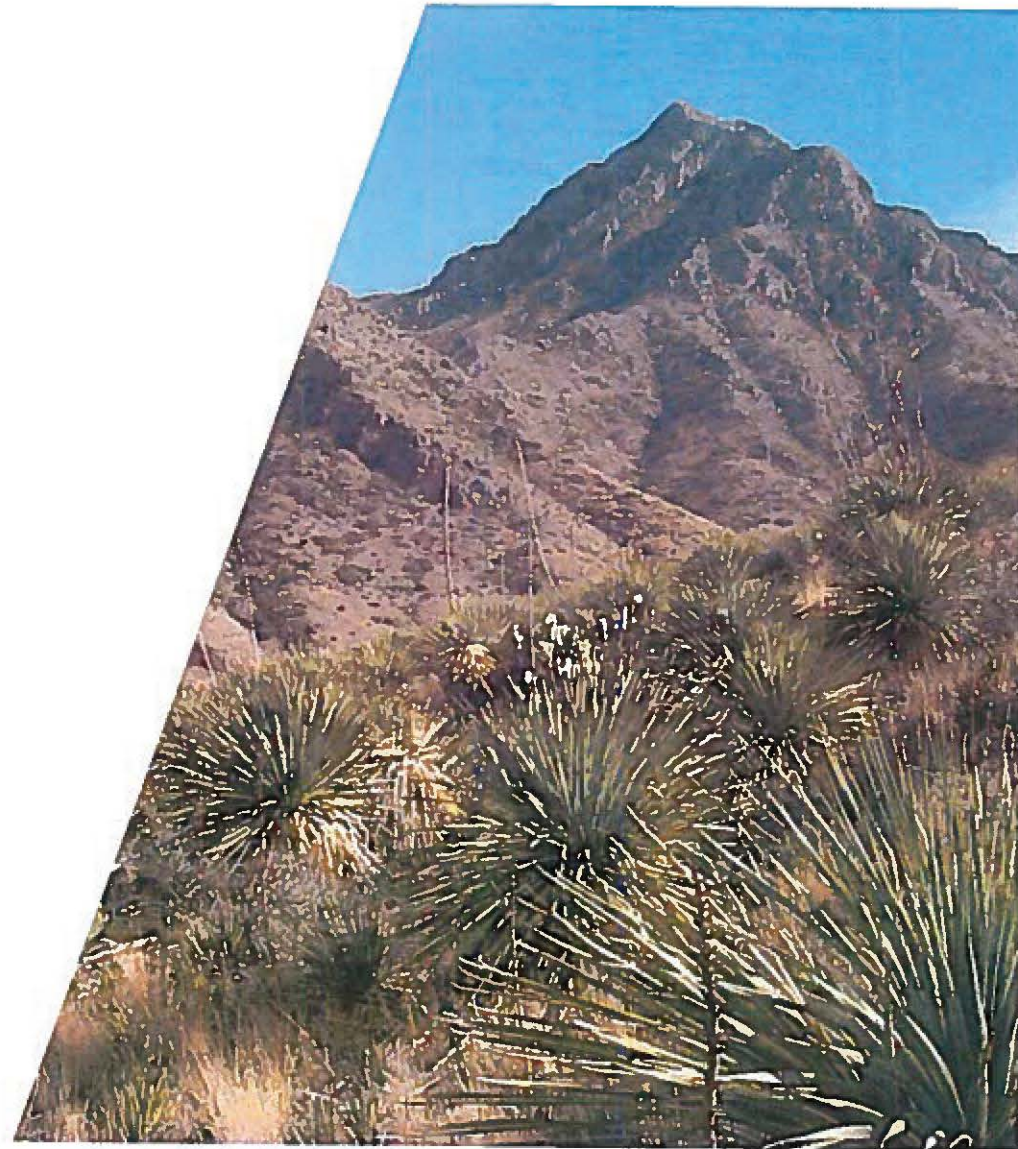
E





## Public Input

- Notices were mailed to property owners within 300 feet on November 5, 2020.
- The Planning Division has not received any communications in support nor opposition to the Rezoning & Condition Release request.





## Recommendation

- Staff recommends APPROVAL of the rezoning and condition release request.





## Mission

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



## Vision

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



## Values

Integrity, Respect, Excellence, Accountability, People





ITEM 41 & 42

# 1351 & 1355 Zaragoza Rd. Rezoning & Condition Release

PZRZ20-00017 & PZCR20-00002

**Strategic Goal 3.**

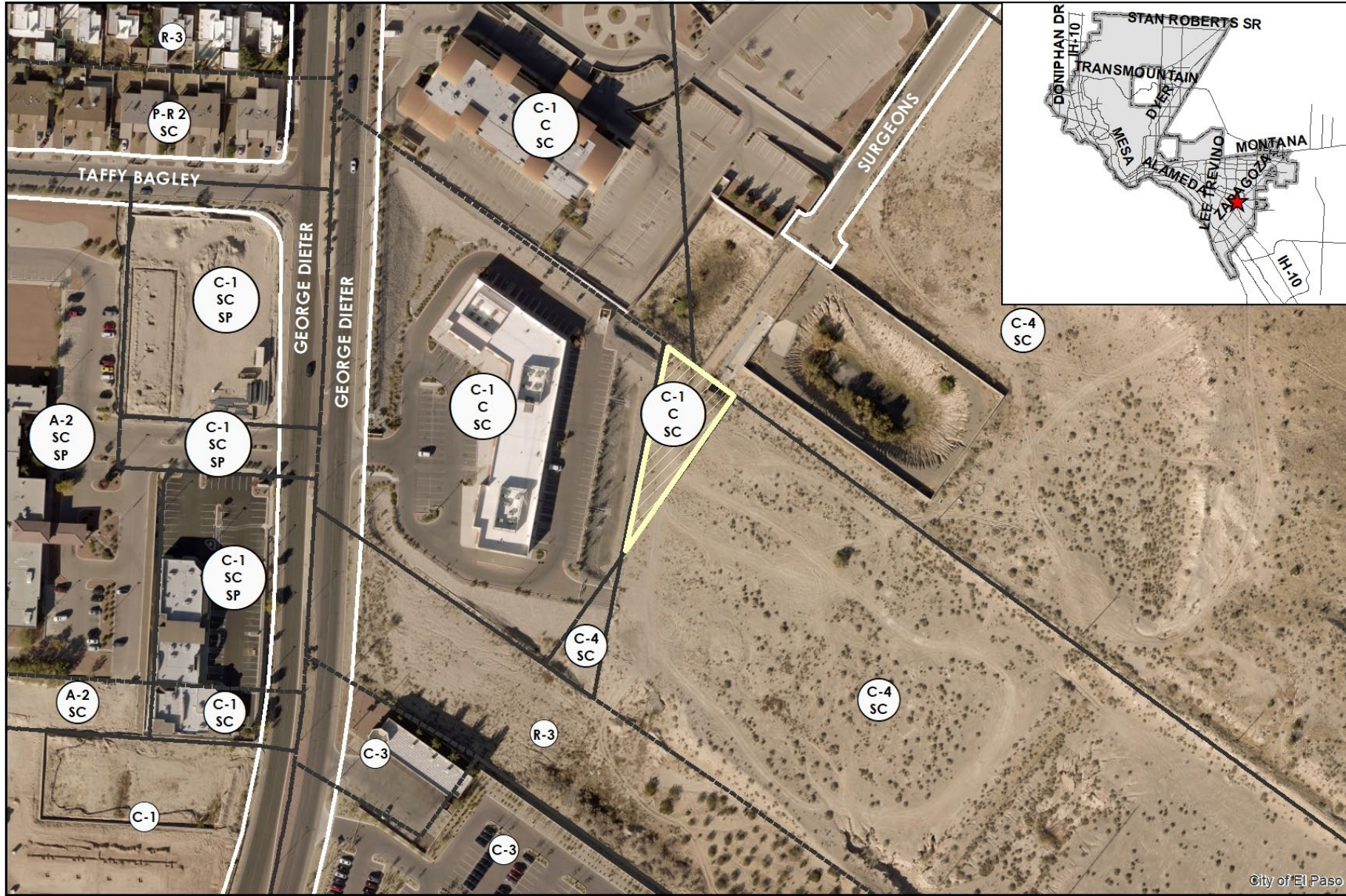
Promote the Visual Image of  
El Paso







# Aerial Rezoning



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

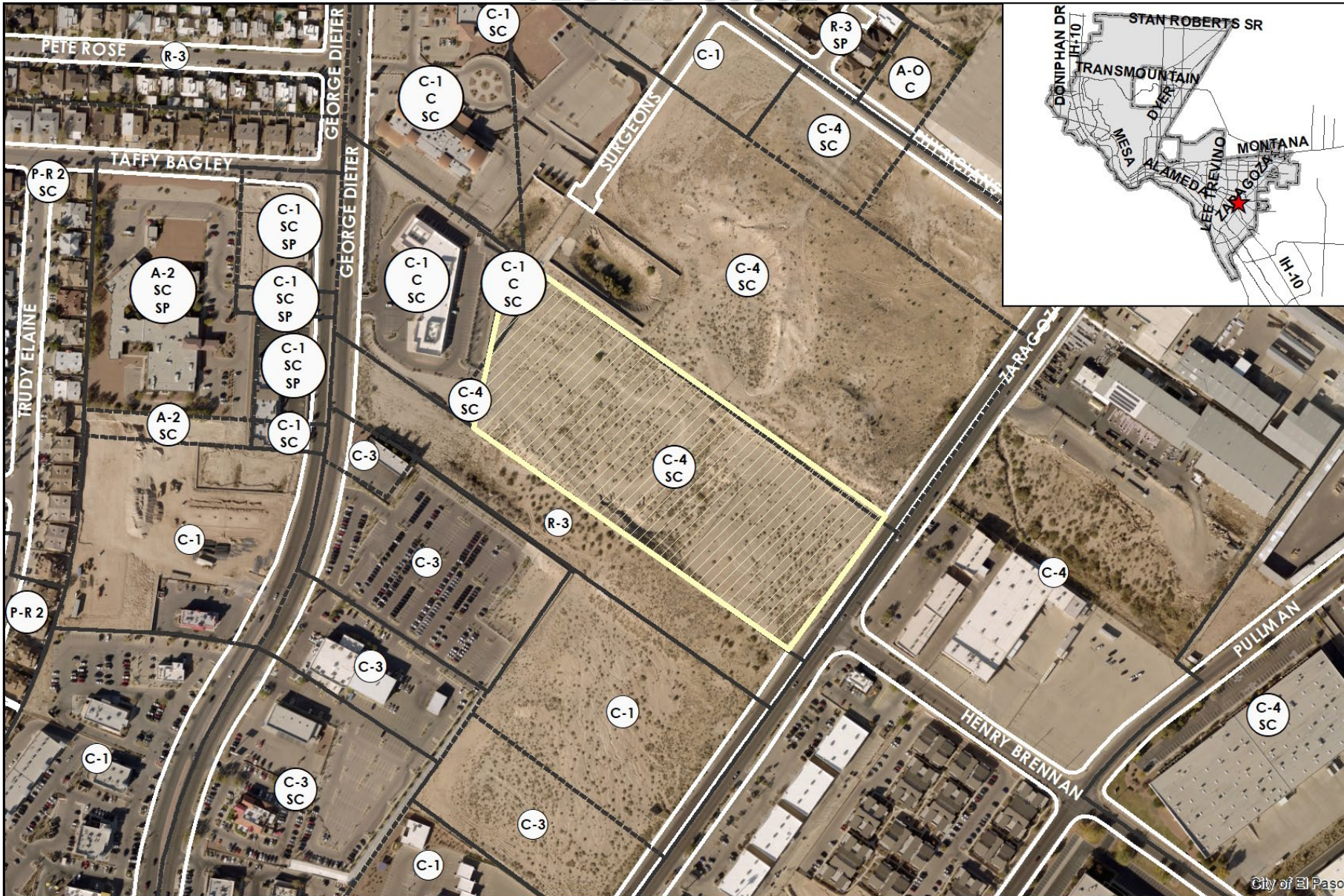


 Subject Property





PZCR20-00002



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Subject Property

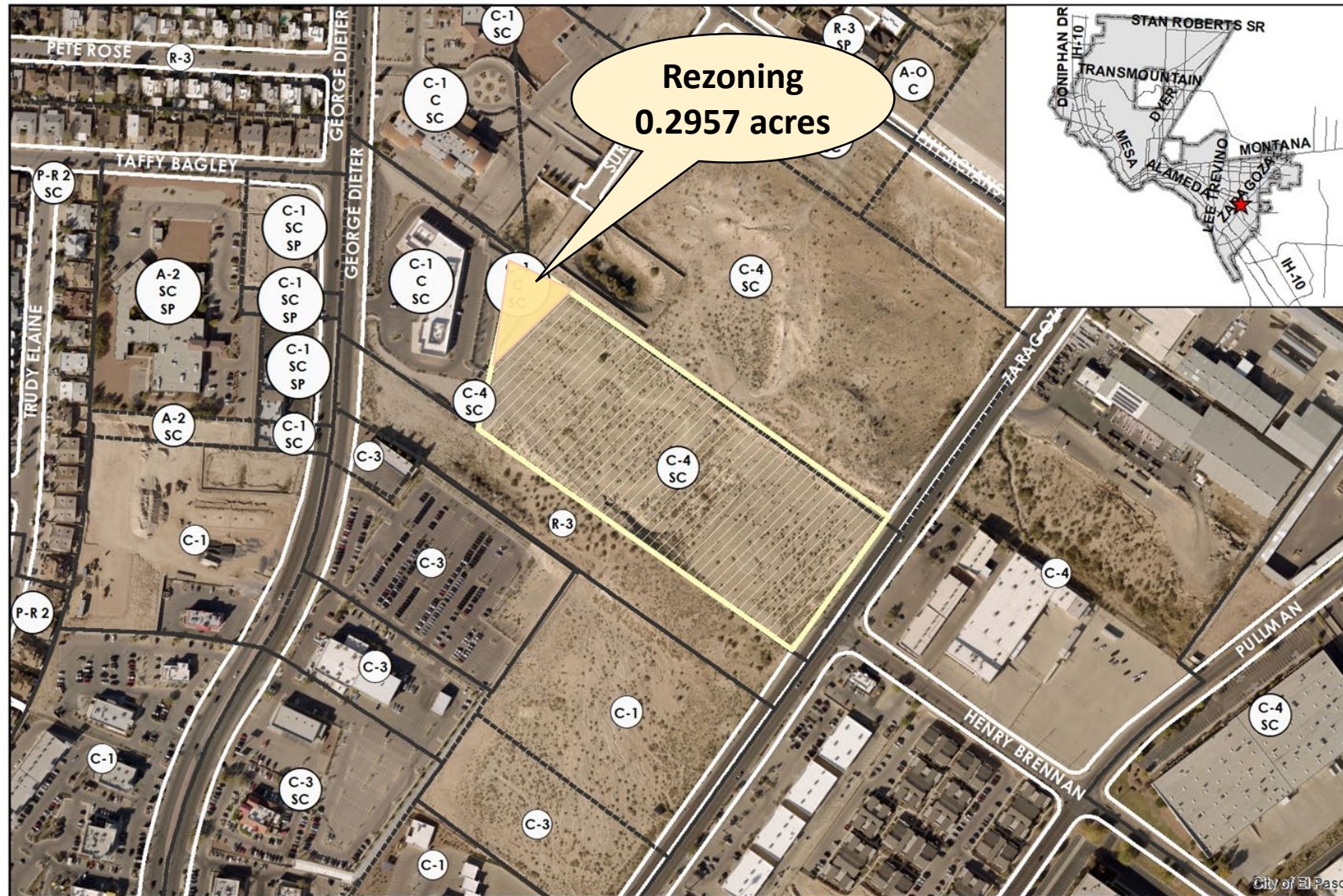
0 100 200 400 600 800 Feet



# Aerial Condition Release



# Aerial



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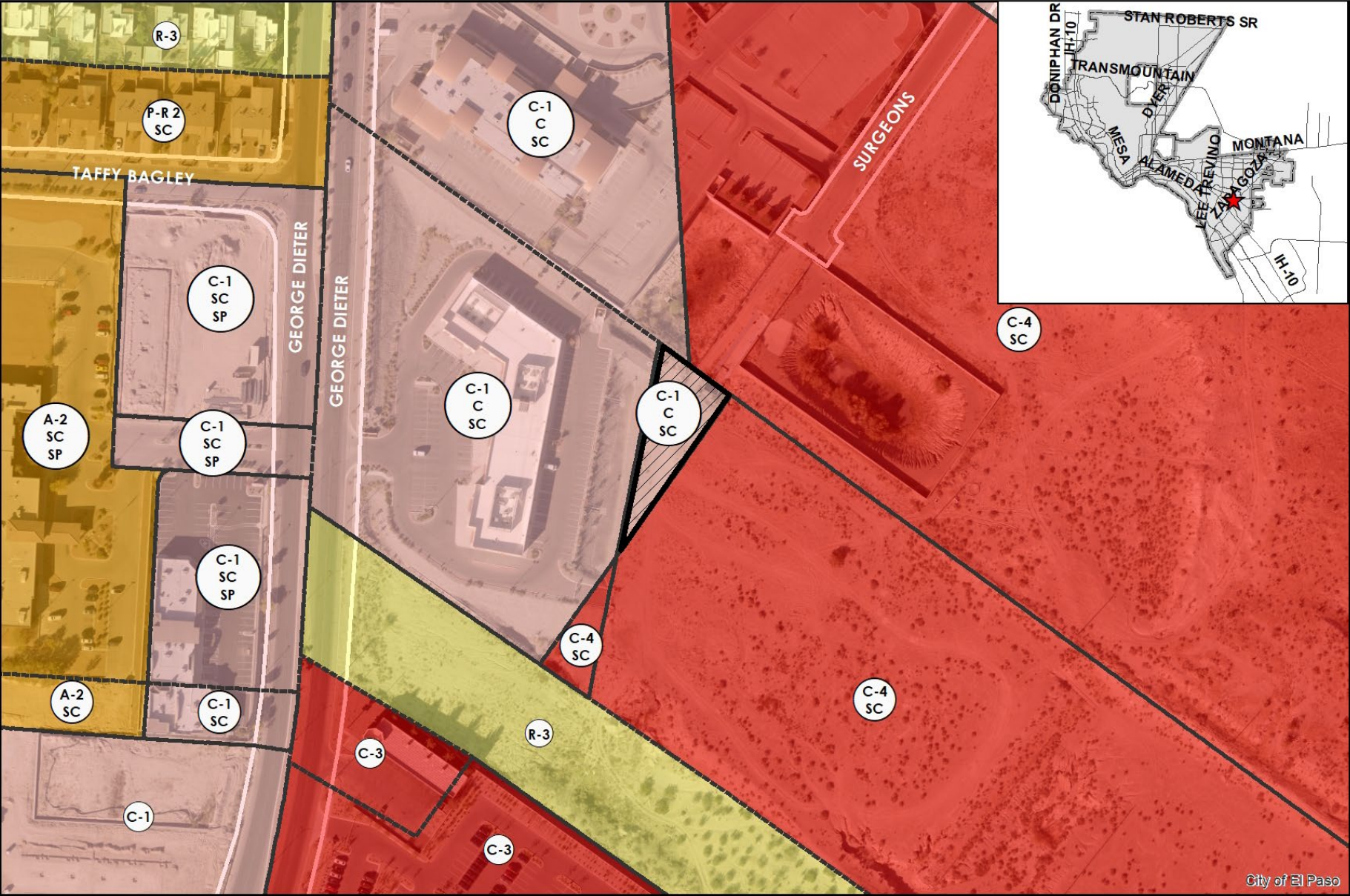


 Subject Property

0 100 200 400 600 800 Feet



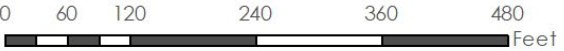




This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property



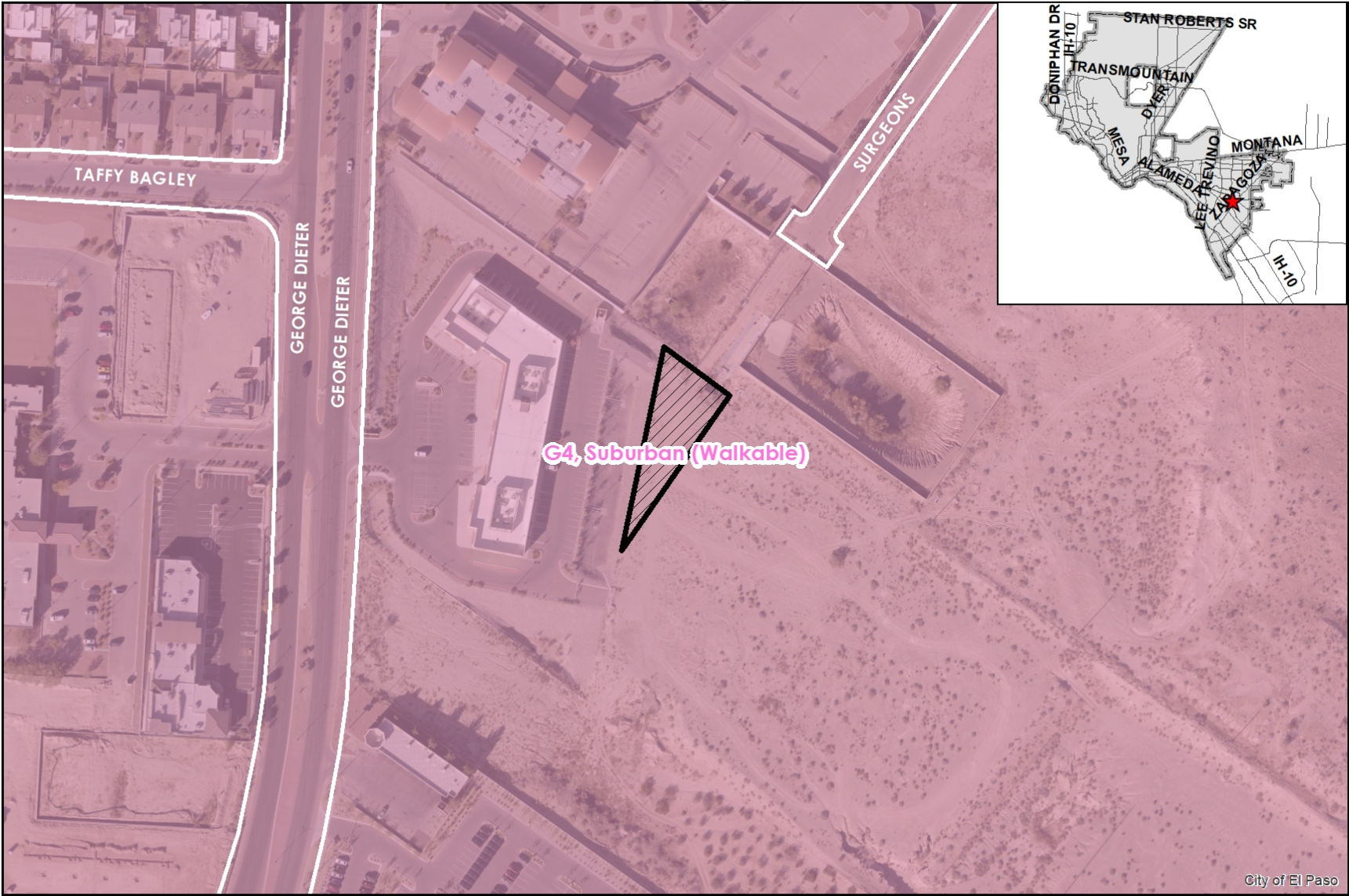
# Existing Zoning



PZRZ20-00017




# Future Land Use



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property



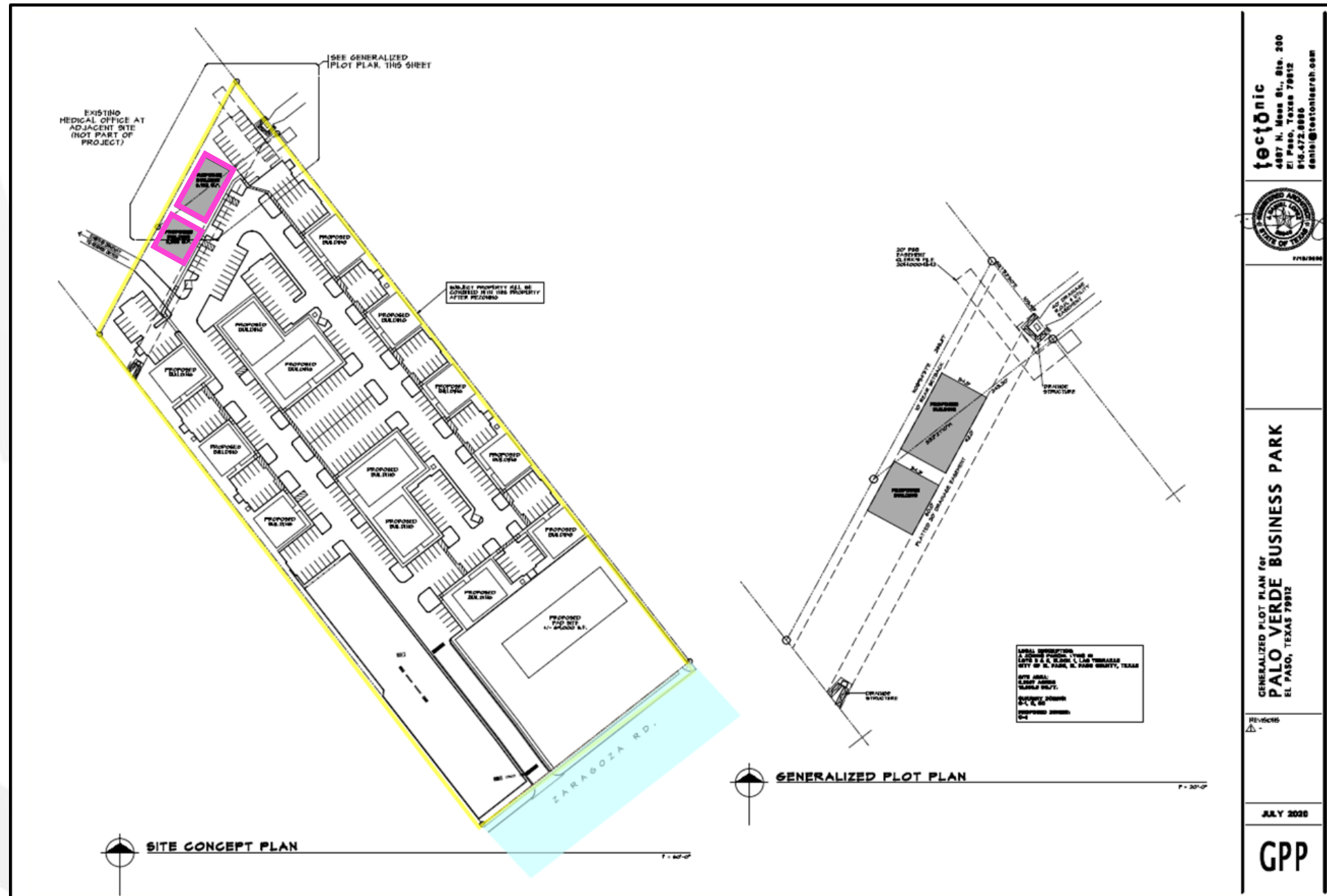


GENERALIZED PLOT PLAN for  
**PALO VERDE BUSINESS PARK**  
EL PASO, TEXAS 79812

REVISIONS

JULY 2020

**GPP**





# Description of request:

- Current condition per Ordinance No. 7313, dated September 8, 1981
  - *No building permit shall be issued for the construction on the property until a subdivision plat of the property has been submitted by First Party to the City Plan Commission of the City of El Paso and filed for record.*

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## Condition Release





# Subject Property



# Surrounding Development



N



W

E

S





# Public Input

- Notices were mailed to property owners within 300 feet on November 5, 2020.
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## Recommendation

- Staff recommends APPROVAL of the rezoning and condition release request.



## Mission

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



## Vision

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



## Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

---

**File #:** 21-195, **Version:** 1

---

**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

ORDINANCE NO. \_\_\_\_\_

20-1007-2632 | 1003992\_2

El Paso Children's Museum - Exterior Balcony  
RTA

NESV2020-00001

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**

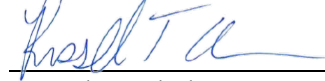
**THE CITY OF EL PASO**

\_\_\_\_\_  
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.

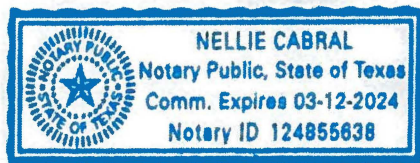
GRANTEE:  
EPC Museum

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.

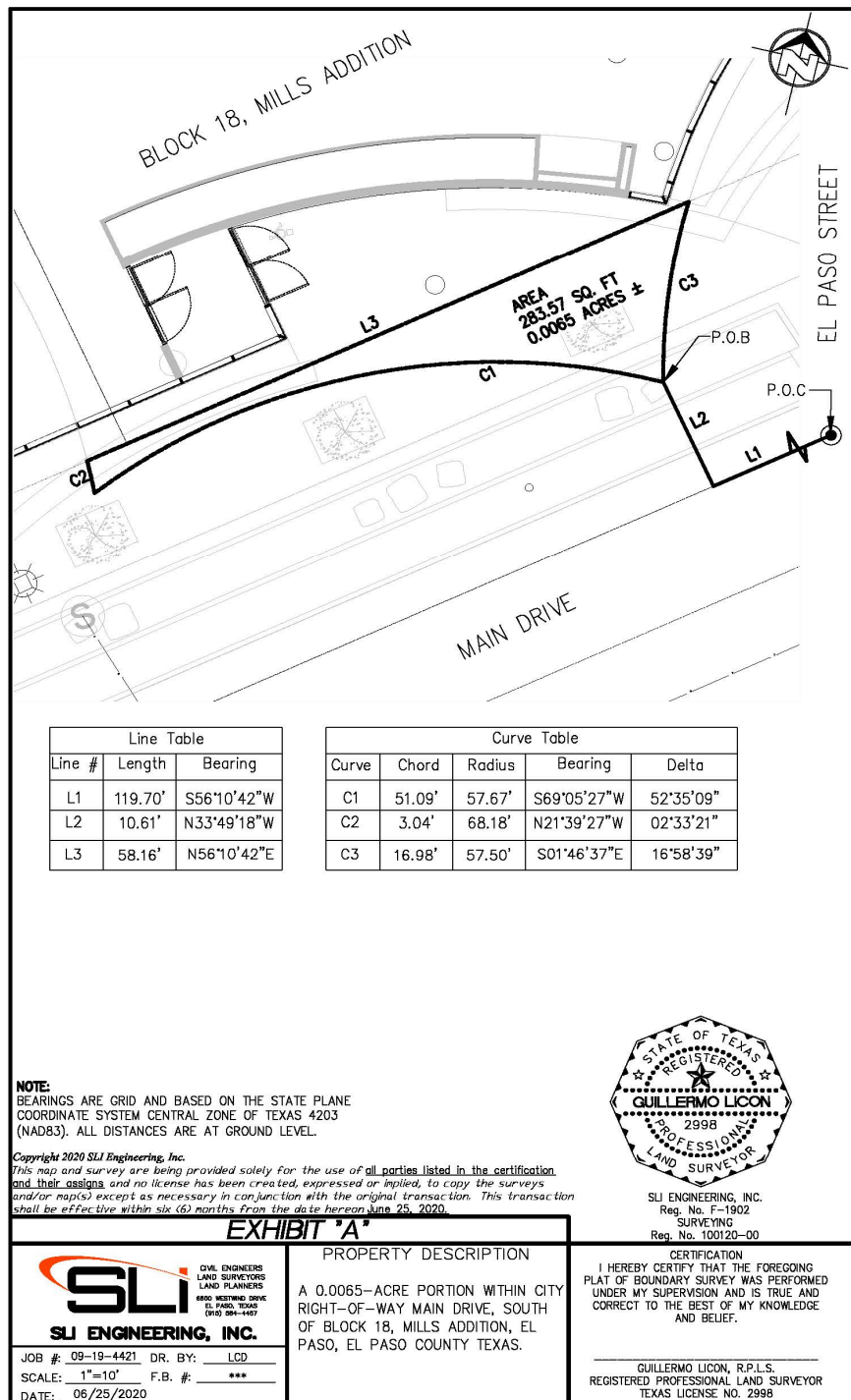


Nellie Cabral  
Notary Public, State of Texas

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"



CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS  
8800 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

### 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.

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

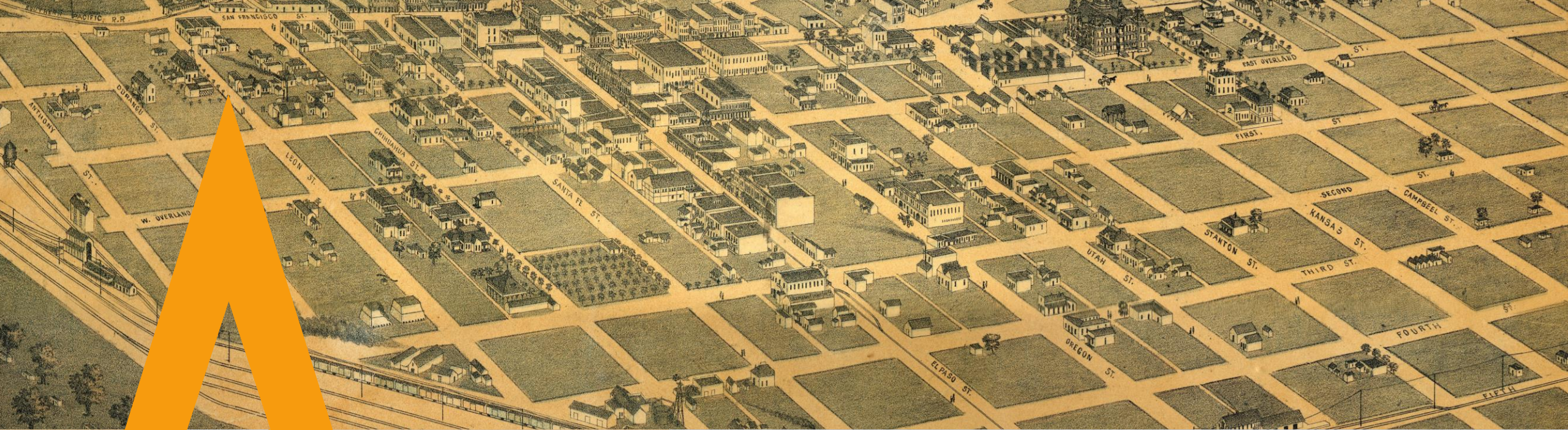
ORDINANCE NO. \_\_\_\_\_

20-1007-2632 | 1003992\_2

El Paso Children's Museum - Exterior Balcony  
RTA

NESV2020-00001





ITEM 43

# Special Privilege License 201 W. Main



**Strategic Goal 3.**

Promote the Visual  
Image of El Paso

# License Details

## Applicant:

- El Paso Children's Museum

## Location:

- 201 W. Main

## Type of Encroachment

- Aerial encroachment of an exterior terrace. Total area of encroachment is 283.57 square feet.

## Term

- Fifteen (15) years with One (1) renewable fifteen (15) year Term.
- Renewals are administrative (do not require Council approval)

## Fees

- \$1,060.00 per year

## Staff Recommendation

- Approval





This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original dimensions may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



0 40 80 160 240 320  
Feet







# EL PASO CHILDRENS MUSEUM

## PROJECT DESCRIPTION

The El Paso Children's Museum will be an approximately 70,000 gross square foot building dedicated to immersive and experiential learning environments for people of all ages to be located in the El Paso Downtown Arts District. Spaces in the new 4-story building will primarily include exhibit spaces, a children's play structure, administrative offices, and a gift shop and cafe. This world-class building is the first of its kind in the City of El Paso. A description of the program is as follows:

- Level 1: Main lobby, Group entry lobby and classroom, Gift shop, Back-of-house areas, Cafe with kitchen
- Level 2: Children's play structure (N.I.C.), Admin offices, Exhibit areas
- Level 3: Exhibit areas
- Mezzanine Level 3.5: Administrative offices
- Level 4: Exhibit areas
- Mechanical Penthouse Level

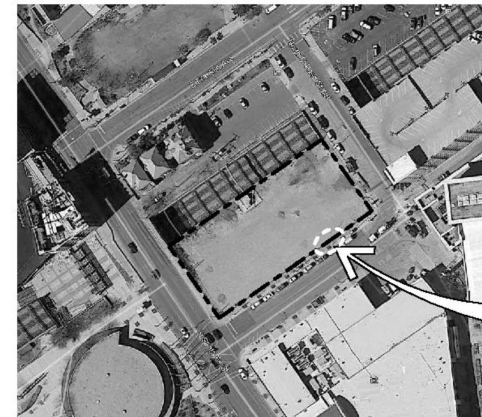
PROJECT LOCATION



PROJECT LOCATION

LEGAL DESCRIPTION  
18 MILLS S 119.33  
FT OF E 1/2 OF BLK  
& CLSD ALY & S  
111.95 FT OF W 1/2  
OF BLK & CLSD ALY

ENCROACHMENT ON PUBLIC RIGHT-OF-WAY LOCATION



ENCROACHMENT  
LOCATION

## SPECIAL PRIVILEGE APPLICATION

OWNER EPCM CONSTRUCTION, LLC	ARCHITECT OF RECORD exigo
DRAWING ISSUANCE 100% DESIGN DEVELOPMENT	DESIGN ARCHITECT Snøhetta
SHEET TITLE PROJECT INFORMATION	REVISIONS
SHEET G-100.1	DATE
	ARCHITECTS SEAL NOT FOR CONSTRUCTION
	SCALE
	DATE
	PROJECT NAME EL PASO CHILDRENS MUSEUM
	201 W. Main Drive El Paso, Texas 79901
	ENCLOSURE NUMBER 3188

**ARTIST**  
**FUTUREFORMS**  
2325 3RD STREET, SUITE 229,  
SAN FRANCISCO, CA 94107  
**CONTACT:**  
JASON KELLY JOHNSON  
<info@futureforms.us>  
(415) 255-4879

**REVIEW SET  
NOT FOR  
CONSTRUCTION**

**PROJECT NAME**  
**WEATHERSCAPE**

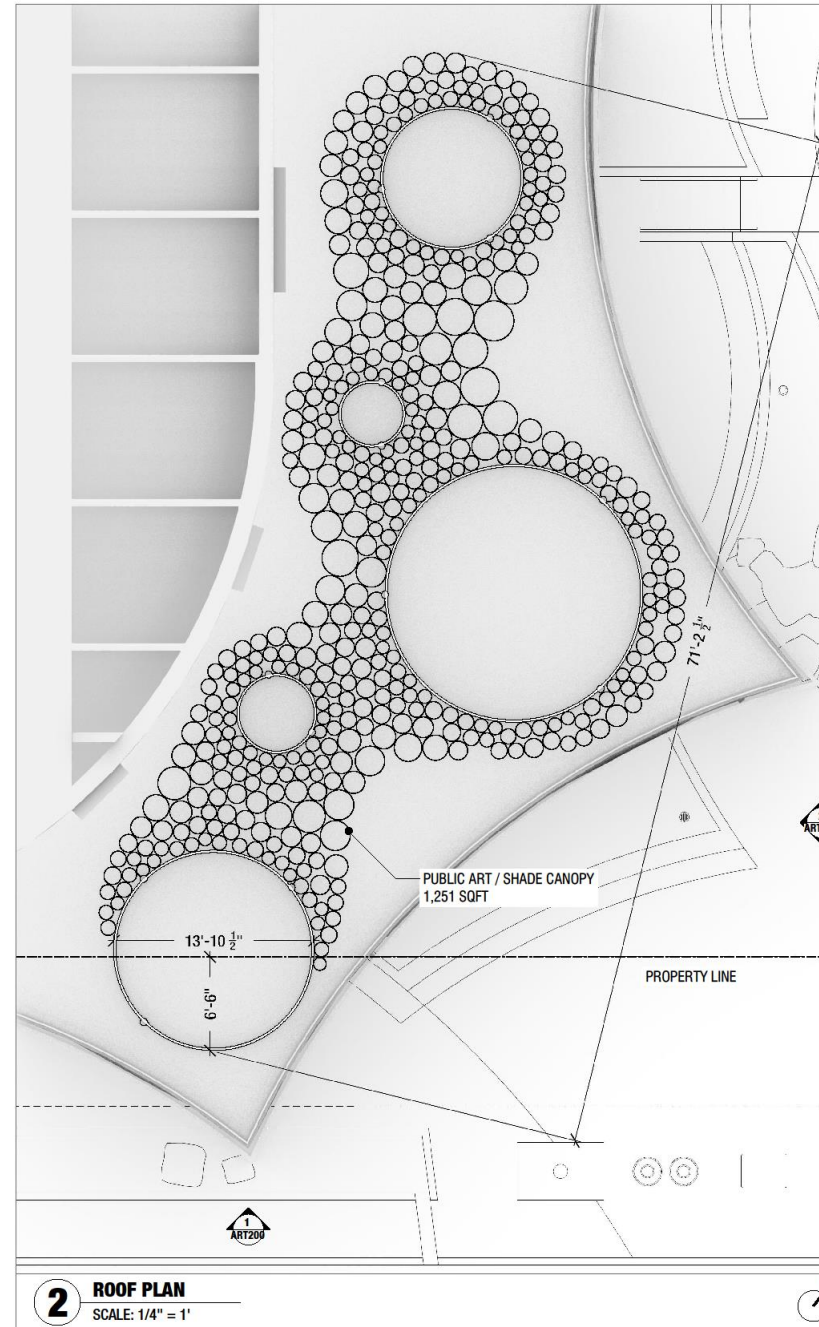
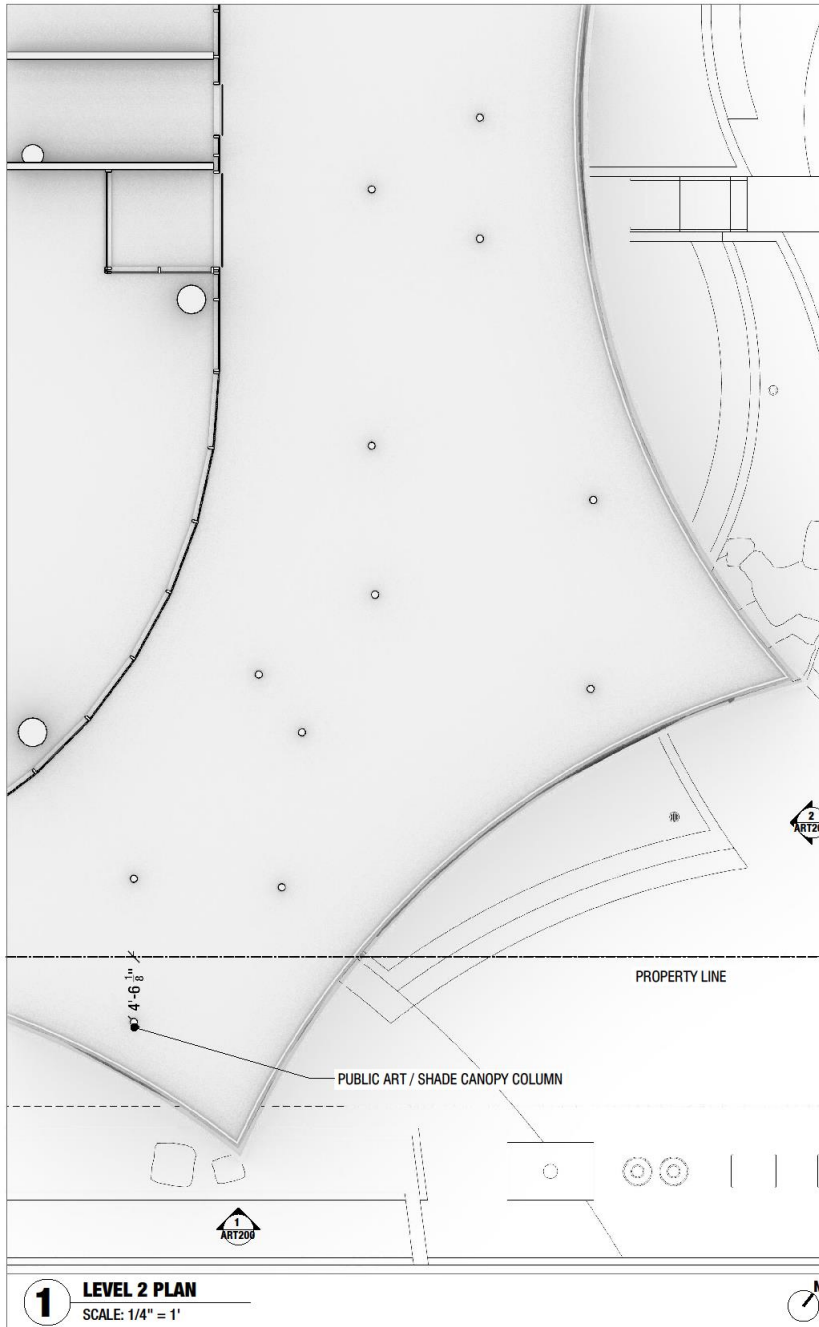
EL PASO CHILDREN'S MUSEUM  
EL PASO, TX 79901

**SHEET TITLE**  
LEVEL 2 PLAN,  
ROOF PLAN

**DRAWING SCALE**  
AS NOTED ON DRAWINGS  
SHEET SIZE: 24 x 36

**DATE ISSUED**  
04/09/20

**ART100**





# PROPERTY DESCRIPTION

## METES AND BOUNDS Exhibit "A"

Property Description: A 0.0065 Acre Portion within City right-of-way Main Avenue, South of Block 18, Mills Addition, El Paso, El Paso County Texas.

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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;

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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.



SLI ENGINEERING, INC.  
Reg. No. F-1902  
SURVEYING  
Reg. No. 100120-00

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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 except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon **MARCH 23, 2020**.

## EXHIBIT "A"

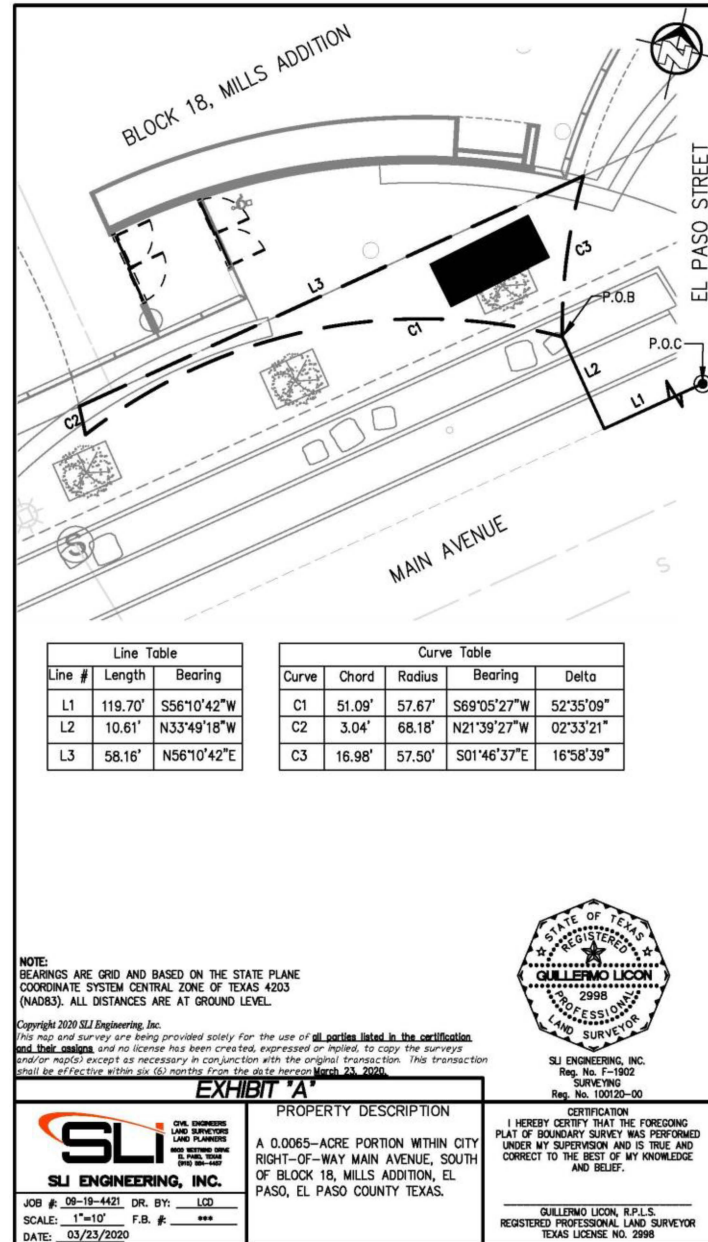
### PROPERTY DESCRIPTION

A 0.0065-ACRE PORTION WITHIN CITY RIGHT-OF-WAY MAIN AVENUE, SOUTH OF BLOCK 18, MILLS ADDITION, EL PASO, EL PASO COUNTY TEXAS.

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

**SLI**  
CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS  
MAX HOFFMAN DOME  
EL PASO, TEXAS  
(910) 884-9957  
**SLI ENGINEERING, INC.**  
JOB #: 09-19-4421 DR. BY: LCD  
SCALE: 1"=10' F.B. #: \*\*\*  
DATE: 03/23/2020





# Recommendation

- Staff recommends **approval** of the Special Privilege License for the aerial encroachment of the exterior terrace.



## Mission

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



## Vision

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



## Values

Integrity, Respect, Excellence, Accountability, People





Legislation Text

---

File #: 21-139, 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 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:**

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

---

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

**DEPARTMENT HEAD:**

*Laura D. Prine*

02/10/2021

---

**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.

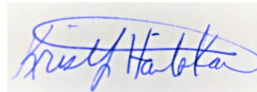
PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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.** \_\_\_\_\_



# **Ordinance to amend Title 2 - City of El Paso Employees Retirement Trust Board of Trustees Election**

MARCH 2, 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

# STRATEGIC GOAL 6

Set the standard for Sound  
Governance and Fiscal Management

# CITY EMPLOYEE TRUSTEES

- Four Non-Uniformed City Employees who participate in the fund are eligible to serve on the board.
- Ordinance 018782 (adopted 04/17/18)
  - Beginning April 2018 City employee trustees shall serve 4 year terms.
  - Staggered terms with two seats filled by elections in odd-numbered years.
  - City employee trustees elected in April 2017 serve four year term to April 2021.
    - Two City employee trustee seats will be up for election this year

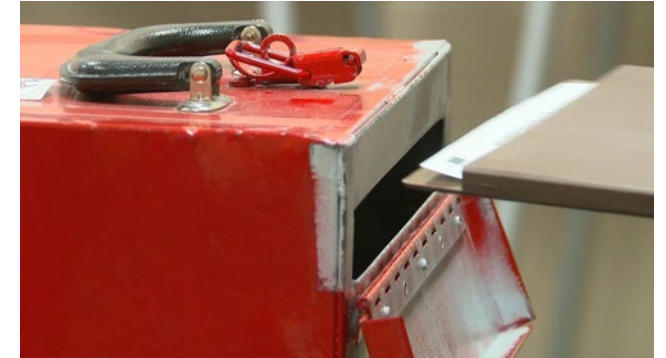
# ELECTION PROCESS

- April 1 (of the election year): Election notice issued.
- April 10: Deadline for candidates to file an application with the City Clerk.
- April 20: List of qualified candidates posted on City Hall and all City Departments bulletin boards.
- Last full week in April: 3-day Election period

# PRIOR ELECTIONS



- Manual voting process
- Candidates required to submit application in person with the City Clerk's Office
- Ballot boxes, ballots and certification slips are distributed to participating departments.
- After the election the departments return the ballots and certifications to the City Clerk's Office.
- City Clerk's Office manually tallies the votes and issues the results.



CITY EMPLOYEES' PENSION FUND BOARD OF TRUSTEES ELECTION	
April 23-25, 2018	
<b>BALLOT</b>	
VOTE FOR ONLY TWO(2) CANDIDATES AND ATTACH CERTIFICATION FORM WITH BALLOT	
Jesus E. Garcia II (OTC)	<input type="checkbox"/> TO SELECT CHECK HERE
Fernando Ivan Quinones (Purchasing)	<input type="checkbox"/> TO SELECT CHECK HERE
Jessica R. Gonzalez (MCAD)	<input type="checkbox"/> TO SELECT CHECK HERE
Anessa Anchondo-Rivera (PD)	<input type="checkbox"/> TO SELECT CHECK HERE
Mario R. Hernandez	<input type="checkbox"/> TO SELECT CHECK HERE
Chris Canales (Mayor and Council)	<input type="checkbox"/> TO SELECT CHECK HERE
Adrian Antonio Rivera (Libraries)	<input type="checkbox"/> TO SELECT CHECK HERE
Patrick Anthony Baughman (Health)	<input type="checkbox"/> TO SELECT CHECK HERE

CERTIFICATION	
I certify that I am qualified to participate in the 2018 City Employees' Pension Fund Board of Trustees Election.	
_____ Signature	_____ Employee ID No.
_____ Printed Name	

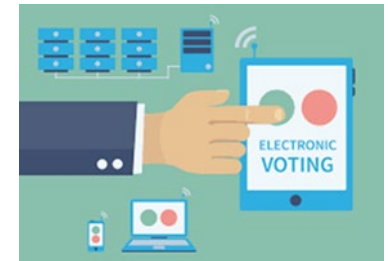
## TITLE 2 – Section 2.64.030

- Amendment to Title 2, Section 2.64.030
  - Require electronic notice of the upcoming election
  - Allow electronic submission of candidate applications
  - Allow an electronic voting process
- Introduction of the Ordinance will be on February 16, 2021
- Public Hearing of the Ordinance will be on March 2, 2021



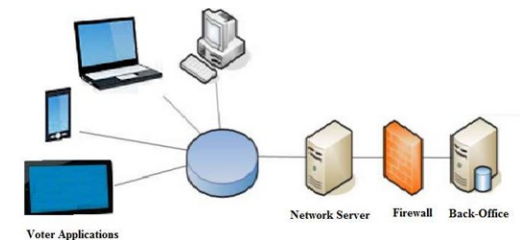
# ELECTRONIC VOTING

- Vendor sets up the election.
- Ballots will be distributed via e-mail to all eligible voters.
- Voters will click on the link taking them to the election site.
- Voter information will be authenticated to ensure eligibility.
- Voters fill out the ballot and receive a receipt.
- Election administrator will send out a reminder prior to the end of the voting period.
- Election administrator will download and view the results after the voting period has ended.



# BENEFITS OF ELECTRONIC VOTING

- Set up is more efficient.
- Voting process allows for safe participation.
- Opportunity for an increase in voter participation.
- Voters can cast their ballots from any device they use to access their City e-mail.
- Ballots are secure and ensures participants only vote once.
- Increased assurance with an independent election manager.
- Voters are given the ability to participate in a survey regarding the process.
- Provides additional accuracy and reduces time in compiling results.



# THANK YOU!



Legislation Text

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File #: 21-246, Version: 1

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

**All Districts**

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

**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.*

Presentation and discussion by Project Arriba on their annual report on status of activities during the fiscal year, use of grant funds and progress in the performance measures required under the agreement executed on October 2, 2018 with the City of El Paso.

**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:** Economic & International Development Department  
**AGENDA DATE:** CCA Regular March 2, 2021  
**CONTACT PERSON/PHONE NUMBER:** Jessica Herrera, Director – 915-212-1615  
**DISTRICT(S) AFFECTED:** ALL Districts

**SUBJECT:**

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

Presentation and discussion by Project Arriba on their Annual report on status of activities during the fiscal year, use of grant funds and progress in the performance measures required under the agreement executed on October 2, 2018 with the City of El Paso. (All Districts) [Economic and International Development Department, Jessica Herrera, Director 915-212-1624].

**BACKGROUND / DISCUSSION:**

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

On October 2, 2018 council approved a grant agreement between the City of El Paso and Project Arriba for the purpose of creating a permanent and sustainable source of local health care professionals, teachers and information technologists to address severe shortages in the City of El Paso.

Project Arriba has completed their YEAR 2 of 5 on their contract, \$300,000 have been reimbursed for program costs. The Chapter 380 agreement under reporting requirements, section 7.3 states that *“the grantee shall provide a written comprehensive annual report and oral presentation to the City Council regarding the outcome of the grant.”*

For year, 1 ending on August 31, 2020, the applicant committed to achieving the following metrics:

- Case manage 365 participants, as of August 31<sup>st</sup> **423** participants have been managed
- 60% will be at or below 100% HHS poverty levels, as of August 31<sup>st</sup>, **88%** participants were at or below poverty levels
- Graduate 60 participants, as of August 31<sup>st</sup> **77** participants have graduated
- Place 50 participants in jobs earning \$14.00 hourly wage, as of August 31<sup>st</sup> **51** participants have been job placed into living wage careers with an average starting wage of \$23.90
- Place 5 participants in the “Bridges to Success” Program, as of August 31<sup>st</sup> **15** participants have been placed
- Project Arriba will maintain a minimum 80% combined graduation and persistence rate, as of August 31<sup>st</sup> a **92%** retention rate was achieved.

Project Arriba is meeting their contract metrics as specified in the Chapter 380 agreement.

**PRIOR COUNCIL ACTION:**

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

Yes, On September 15, 2020 Project Arriba delivered their mid-year report to City Council.

**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?**

Impact Fund - \$300,000 reimbursed annually for program expenses, capped at \$1,500,000. Contract period from September 1, 2018 to August 31, 2023.

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

N/A

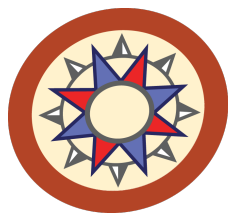
\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**Eduardo Garcia**

Digitally signed by Eduardo  
Garcia  
Date: 2021.02.23 08:13:00 -07'00'

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





# PROJECT ARRIBA

PROVIDING OPPORTUNITIES FOR PEOPLE TO SUCCEED

PARTICIPANT CENTRIC

EMPLOYER DRIVEN

REGIONALLY FOCUSED

November 20, 2020

Ms. Jessica Herrera, Director  
City of El Paso  
Economic & International Development Department  
P.O. Box 1850  
El Paso, Texas 79950-1850

**Re: City of El Paso – Impact Fund Project (09/01/2018 through 08/31/2023) – FINAL REPORT YEAR 2**

Dear Jessica,

Enclosed please find our YEAR 2- Final Written Comprehensive Report for the City of El Paso Impact Fund Project For 2018 – 2023.

Project ARRIBA is proud to partner with the City of El Paso in its efforts to promote economic development that improves the quality of life of the constituents in El Paso.

If you need anything further regarding the performance report, please do not hesitate to call me at (915) 843-4063 or email at [rortiz@projectarriba.org](mailto:rortiz@projectarriba.org).

Respectfully,

Roman S. Ortiz  
Chief Executive Officer

Attachment(s): ***Year 2 - Final Performance Report***  
***ESL to LW List***  
***Graduate & Job Placement List***  
***Participant List***



City of El Paso Impact Fund Project  
September 1, 2018 – August 31, 2023  
Year 2: Annual Comprehensive Written Report  
November 20, 2020

## Project Summary

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Project ARRIBA is a community-based nonprofit that operates as a workforce training and economic development initiative in the West Texas region. The project provides an innovative and cost-effective process that assists displaced, unemployed, and underemployed workers in gaining the workforce skills needed for today's jobs. The project starts with employer needs and then works to train low or non-skilled workers for job opportunities in high-growth, high-demand, and economically viable industries.

In 2018, Project ARRIBA entered into a second, five-year grant agreement with the City of El Paso, Texas to provide workforce and economic development services to El Pasoans. The purpose of this Grant will be to create a permanent and sustainable source of local health care professionals, teachers and other demand careers to address the severe shortage in the El Paso, Texas region. Project ARRIBA will provide long term, high skilled training and case management services to eligible El Paso City residents. These residents require the occupational skills necessary to access jobs in hard to fill demand occupations, as determined by El Paso's local economy. Occupations may include, but are not limited to schoolteachers, medical professions (e.g., nursing) and other demand occupations.

## COVID-19 – Essential Workers

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The COVID-19 pandemic has fueled the need for essential healthcare workers to fight in the front lines in our region's medical facilities as the rate of this deadly infection continues to rise. Jobs in healthcare offer family sustaining wages, however, most require advanced training. Supporting postsecondary education programs in this sector is critical to strengthening our workforces' response to this pandemic and will help mitigate future staffing shortages. Equally important, supporting postsecondary education programs for adults that need additional resources to access employment is critical to their economic success.

In this border region many adults lack the social and economic resources needed to attain academic success and meaningful employment. Per census, over 80% of El Pasoans are Hispanic, 47% of adults age 25 and over do not have training beyond high school, and 22% lives below poverty. Barrier to training typically experienced include limited English proficiency, readiness for college level courses, and lack of financial resources and/or ability to navigate the educational setting. The COVID-19 pandemic has exacerbated these barriers

through job loss as the nation grapples with spread of the infection through business closures. More students now than ever will face housing and food insecurity, illness, and poverty while seeking a degree.

### **Program Impact to the City of El Paso**

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The City of El Paso – Impact Fund in the amount of \$300,000 for Year 2 was leveraged with other federal, state, and local dollars to promote needed job training in this region. At the close of Year 2, Project ARRIBA met and/or exceeded all contract performance measures. Program graduates are equipped with the knowledge, skills, and abilities needed to attain meaningful employment that moves them and their families out of poverty.

### **Project Goals – September 1, 2018 to August 31, 2023 (Year 2 of 5)**

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#### **Goal 1 – Access**

- ***Proposed:*** The program will case manage a total of 365 by the close of Year 2. Of the City Participants sponsored at Project ARRIBA, 60% will be at or below 100% U.S. Department of Health and Human Services Poverty Levels.
- ***Actual Activity:*** Project ARRIBA case managed **423 participants** either enrolled in long-term training or in the process of being job placed. Of the 423 City Participants served, **88% are at or below the poverty level**.
- ***Proposed:*** Of the City Participants sponsored at Project ARRIBA, 5 per year will be enrolled in the Grantee's "Bridges to Success", ESL to Living Wage Program. These participants will be at or have completed ESL levels 3-6 and will continue their in- demand training leading to graduation and job placement within a 5-year period.
- ***Actual Activity:*** **15 Participants** were enrolled in the “Bridges to Success” ESL to Living Wage Program.

#### **Goal 2 – Persistence: Academic Retention Rate**

- ***Proposed:*** Maintain an 80% academic retention rate (year-to-year).
- ***Actual Activity:*** Through Project ARRIBA’s innovative case management approach and wrap-around support services, an **92% academic retention rate** was achieved.

### Goal 3 – Completion

- **Proposed:** Graduate at least 60 by the close of Year 2.
- **Actual Activity:** 77 participants have graduated in a high-demand occupation with either a licensed certification, associate degree, or bachelor's degree from the El Paso Community College (EPCC), University of Texas at El Paso (UTEP) or Texas Tech School of Nursing

### Goal 4 – Job Placement

- **Proposed:** Job Place at least 50 graduates with wages at or above \$14.00/hour. Grantee will maintain cohesive relationships with Employer Partners and Job Placed Graduates to determine Employer/Employee satisfaction and report at the end of the grant term.
- **Actual Activity:** 51 participants have entered living wage employment as of August 31, 2018, earning on average \$23.90 per hour. Project ARRIBA is maintaining these relationships with employers and graduates.

### Activities, Outcomes & Challenges

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With the City of El Paso – Impact Fund award, Project ARRIBA was able to provide the financial, educational, and social support systems needed for at-risk students to access, persist, and complete a degree or credential in a demand occupation, and ultimately be job placed.

**ACCESS:** Project ARRIBA case managed **423** participants in the project over the 24-month period, (September 1, 2018 to August 31, 2020). All outcomes for this goal were met and/or exceeded.

In order to exceed the targeted served figure, Project ARRIBA facilitated 37 weekly in-house orientation sessions, 2 community outreach sessions to the public and an additional 2 outreaches and networking sessions targeting a veteran population (including spouses and dependents). During the contract, our program collaborated with various organizations to exceed our **Access** goal for FY20. Those partners included, but were not limited to - training providers, school districts, government agencies, community-based organizations, Veterans Affairs, local hospitals and employers. This resulted in 247 applications submitted during the contract year.

Of those case managed under the City of El Paso – Impact Fund grant for period September 1, 2018 to August 31, 2020 (24 months), the following demographics are true:

- 83% Female
- 51% with Dependent Children

- Average Age: 30
- 93% Hispanic
- 31% Received Food Stamps

**PERSISTENCE:** Project ARRIBA maintained an **92%** academic retention rate, which exceeds the 80% retention rate goal.

Project ARRIBA's retention rate of 92% is a testimony of the quality of case management provided to each participant on an individual basis. Case management is comprehensive, and participant centered and provides a valuable service to the training provider needing help retaining and graduating an at-risk student population. Over the course of the grant, case managers were responsible for working with participants to successfully access training and services, monitored participants' progress and effectiveness, and provided counseling and accountability. Often times throughout the year, our case managers met with training providers to better understand changes within the institution's degree programs. These briefings are very important for our participants as our case managers learn about any factors or circumstances that could affect their training. Examples include changes in financial aid requirements and number of hours required for a particular degree program. It is precisely this type of information sharing that aids an at-risk population in achieving such high persistence rates.

**ESL TO LIVING-WAGE:** Project ARRIBA has served 15 participants in the "Bridges to Success" ESL to Living Wage project over the 12-month period, (September 1, 2018 to August 31, 2020). Of the 15, 1 is a new enrollment since the start of the contract. Seven (7) completed their ESL training, 1 of the 15 are currently taking ESL courses and 7 of the 15 terminated from the program. Of the 8 that completed ESL, 3 graduated from post-secondary training.

**COMPLETION:** Cumulatively, Project ARRIBA has graduated 140 participants. Project ARRIBA exceeded the **Year 1 & 2 Completion** goal. All graduates were trained at EPCC (77), Texas Tech SON (6) or UTEP (57) and took, on average, 1.62 years to graduate with a postsecondary degree.

#### **COVID-19 Essential Workers Graduated Over 24months:**

- Registered Nurse B.S.N. – 63
- Registered Nurse A.D.N. – 38
- Licensed Vocational Nurse – 25
- Diagnostic Medical Sonography – 2
- Diesel Mechanic – 2
- Medical Lab Tech - 1
- Pharmacy Tech - 2
- Physical Therapist Assistant – 4
- Surgical Technology – 3

**JOB PLACEMENT:** Cumulatively, Project ARRIBA job placed 122 participants in Year 1 & Year 2 with average hourly earnings of \$23.91. Project ARRIBA exceeded the ***Year 1 & Year 2 Job Placement*** goals.

**VIPs include (2018 - 2020):**

During Year 2 of the contract, case managers facilitated over 50 Vision, Initiative, and Perseverance (VIP) workshop sessions for City of El Paso Impact Funded Project participants. These sessions are designed to complement the participant's standard college coursework, while developing life and work skills needed to succeed.

## **Financial Overview**

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2019 Audited Financial Statements and Independent Auditor's Report ([Link](#)).

In 2019, \$1,658,518 million in revenues were recognized, including \$1,241,060 in grant revenue, \$416,079 in unrestricted contributions and \$1,379 in other revenue. Expenses for the year totaled \$1,519,136 including program services, administrative services and fundraising expenses. 84% of expenditures supported program services, 12% administration, and 4% fundraising. Program services include case management and wrap-around support services, which remove barriers from training and increase persistence and graduation rates among an at-risk student population. Direct participant services such as tuition assistance, course textbooks, uniforms, school materials, immunizations, testing fees, and childcare made up \$727,809 of expenditures.

SBNG P.C. conducted the financial statement audit and rendered an unmodified opinion (pg.1). SBNG stated the attached financial statements present fairly, in all material respects, the financial position of Project ARRIBA as of December 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## **Impact Fund Year 2 Expenditures**

As stipulated in the contract between the City of El Paso and Project ARRIBA, only program costs were eligible for reimbursement, which include participant training costs (tuition, books, child care, and other support services), client services' salaries, enrollment costs (orientation, testing, intake, and individual service strategies), and expenses related to the delivery of case management program services. Project ARRIBA provided a vast array of wrap-around support services with contract funds to increase the persistence and graduation rates among a high-risk, student population training at El Paso Community College, University of Texas at El Paso and Texas Tech University Health Sciences Center El Paso. Project ARRIBA provided needed assistance for costs directly related to the participants' education. These costs included:

- \$68,235 - Tuition: Tuition and fees for credited and non-credited continuing education courses at El Paso Community College, the University of Texas at El Paso



and Texas Tech University Health Sciences Center El Paso. Project ARRIBA paid for credited courses that are required in a participant's degree program. Continuing education courses include cardiopulmonary resuscitation (CPR) and CPR renewal courses required for healthcare participants. College imposed fees include, but are not limited to, general use fees, technology fees, individual instruction fees, professional practice insurance fees, clinical fees, and laboratory fees.

- \$34,531 - Books: Project ARRIBA covered course textbooks required or recommended by the instructor for successful completion of the course. Case managers authorized the purchase of each textbook based on the participant's degree and the instructor's syllabus which lists all recommended and required textbooks for the course.
- \$30,749 - School Materials / Testing Fees: Basic school supplies (pens/pencils, paper, binders, notebooks), nursing/health uniforms, nursing kits, required background checks, fingerprinting, drug screenings, immunizations, ACCUPLACER testing (college placement exam), licensing and certification exams.
- \$10,485 - Child Care: Project ARRIBA has established relationships with several licensed day care facilities in the El Paso area that have agreed to reduced childcare rates. Project ARRIBA will cover childcare costs for the times in which the participant is attending training. Each training day is verified by attendance sheets signed by the course instructor and reviewed by the participant's case manager.

The remaining funds of \$156,000 supported the case management and client service costs related to serving City of El Paso resident participants. These costs are critical to the success of the organization.

## Impact Fund Project - Year 2 Contract Expenditures

Direct Participant Expenses	
Tuition	\$68,235
Books	34,531
School Materials / Testing Fees	30,749
Child Care	10,485
Total Direct Participant Expenses	144,000
Personnel (Case Management, Client Services)	118,684
Non-Personnel Program Expenses	37,316
Total Indirect Participant Expenses	156,000
<b>Total Expenses</b>	<b>\$300,000</b>

### Matching Funds

During the contract period of September 1, 2019 to August 31, 2020, Project ARRIBA secured state and federal grants, as well as private investments to meet the matching fund requirement of the Impact Fund Project contract as stated below:

*In order to obtain funding for the second through fifth years under this Grant Agreement, the GRANTEE must prove that it received funding from either a state program, federal program, or private donors in an amount equal to the amount granted by the CITY to GRANTEE in years one, two, three, or four as applicable.*

During Year 2 of the contract term, Project ARRIBA had matching funds of \$372,999 in state and federal grants and \$295,000 in new or increased private investments. Year 2 matching funds total \$667,999, which exceeds the City Year 2 funds of \$300,000.

#### State and Federal Grants

- Wagner Peyser: 9/1/2018 – 8/31/2019, \$143,251
  - Texas Adult Career Education Grant Program: 9/1/2018 – 8/31/2019, \$229,748
- Total State and Federal Match = \$372,999**

Private Investments that meet the contract condition of:

*In order to qualify as matching funds, donations from a private donor must be cash donations from either (1) a donor that has not donated to the GRANTEE in the year prior to the effective date of this Grant Agreement or years one, two, or three of this Grant Agreement; or (2) a donor that has increased its donation to the GRANTEE over the year prior to the effective date of this Grant Agreement or years one, two, or three of this Grant Agreement. In the case of a donor that has previously provided funding to the GRANTEE, only that portion of the donation that exceeds the amount contributed to*

*the GRANTEE in the applicable prior year shall be used to calculate the amount of matching funds.*

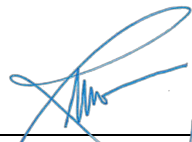
- Palo Verde Homes - \$2,500 (9/2019); \$2,500 included as match.
  - Anonymous Donor - \$100,000 (1/2020); \$100,000 included as match
  - Hervey Foundation - \$5,000 (1/2020); \$5,000 included as match.
  - Hunt Family Foundation - \$187,500 (5/2020); \$187,500 included as match.
- Total Private Investment Match = \$295,000**

## **In Closing**

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Our great work is only possible through the generosity of our investors and partners like the City of El Paso. On behalf of the participants, board of directors, and staff of Project ARRIBA, thank you for your support. If you wish to discuss the contents of this report, please contact the following individuals:

For programmatic questions:



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*Roman Ortiz, Chief Executive Officer*  
915.843.4063  
[rortiz@projectarriba.org](mailto:rortiz@projectarriba.org)

For financial questions:



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*Olivia Lucero, Director of Accounting*  
915.843.4055  
[olucero@projectarriba.org](mailto:olucero@projectarriba.org)

City Impact Fund ESL to Living Wage List  
September 1, 2018 - August 31, 2020 (24 months)

SSN4	Last Name	First Name	Career Field	Training Provider	Counselor	Counselor .
***_**-3938	Grijalva	Sonia	Registered Nurse	EPCC	Priscilla Estrada	(915) 704-4683
***_**-6081	Bustamante-Berumen	Silvia	Other	EPCC	Vikki Rey	(915) 704-4682
***_**-9290	Castaneda	Braulio	Renewable Energy	EPCC	Priscilla Estrada	(915) 704-4683
***_**-4820	Gomez	Eduardo	Architecture	EPCC	Priscilla Estrada	(915) 704-4683
***_**-1518	Limas	Zamira	Registered Nurse	EPCC	Priscilla Estrada	(915) 704-4683
***_**-9816	Lopez	Dora	ESL to Pharmacy Tech	EPCC	Vikki Rey	(915) 704-4682
***_**-4225	McLemore	Tania	Registered Nurse	EPCC	Vikki Rey	(915) 704-4682
***_**-9324	Acosta	Himilce	Licensed Vocational Nurse	EPCC	Vikki Rey	(915) 704-4682
***_**-4356	Acosta	Armando	Radiology Technology	EPCC	Vikki Rey	(915) 704-4682
***_**-7376	De La Torre	Edgar	Medical Laboratory Technology	EPCC	Priscilla Estrada	(915) 704-4683
***_**-1315	Saucedo	Manuel	Licensed Vocational Nurse	EPCC	Vikki Rey	(915) 704-4682
***_**-3427	Terrones	Osiris	Other	EPCC	Vikki Rey	(915) 704-4682
***_**-2017	Vasquez	Maria	Pharmacy Tech	EPCC	Vikki Rey	(915) 704-4682
***_**-7287	Perez	Aracely	ESL to Registered Nurse	EPCC	Priscilla Estrada	(915) 704-4683
***_**-8982	Villalobos	Yadira	ESL to Dental Assistant	EPCC	Priscilla Estrada	(915) 704-4683

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SSN4	Last Name	First Name	Career Field	Training Provider	Grad Date	Employer Verification Form	Date Entered Post Training Employer	Post Training Employer	Post Training Salary Per Hour
***-**-8422	Acevedo	Samantha	Registered Nurse - B.S.N.	UTEP	8/15/19	TRUE	10/21/19	Del Sol Medical	24.48
***-**-5855	Aguirre	Valeria	Licensed Vocational Nurse	EPCC	12/15/18				
***-**-1870	Alonso	Alejandra	Registered Nurse	EPCC	5/15/19	TRUE	7/8/19	Del Sol Medical Center	26.59
***-**-8918	Alvarez	Amanda	Licensed Vocational Nurse	EPCC	12/15/18	TRUE	3/18/19	Angels of Care Pediatric Home Health	19.00
***-**-2681	Amador	Jennifer	Radiology Technology	EPCC	5/15/18	TRUE	9/10/18	Sierra Providence	21.45
***-**-7977	Anozie	Ijezie	Registered Nurse - B.S.N.	UTEP	5/15/20				
***-**-0995	Ansalmo	Irma	Registered Nurse - B.S.N.	UTEP	8/15/18	TRUE	12/1/18	Providence Memorial	23.42
***-**-3636	Arciniega	Alexandra	Registered Nurse - B.S.N.	UTEP	12/15/19	TRUE	2/10/20	Las Palmas Medical Center	24.48
***-**-0432	Arellano	Maria	Licensed Vocational Nurse	EPCC	12/15/18	TRUE	3/28/19	Bartlett Rehabilitation Skilled Care	20.00
***-**-1663	Avalos	Yazmin	Registered Nurse - B.S.N.	UTEP	5/15/20	TRUE	8/10/20	University Medical Center of El Paso	24.24
***-**-9837	Avena	Suhey	Surgical Technology	EPCC	5/15/20				
***-**-3177	Baray	Joshua	Surgical Technology	EPCC	5/15/19	TRUE	6/17/19	The Hospitals of Providence-Sierra Campus	20.32
***-**-4564	Billingsley	Randy	Registered Nurse	EPCC	5/15/19	TRUE	2/2/20	Davita	27.00
***-**-5159	Blanco	Valeria	Licensed Vocational Nurse	EPCC	8/15/20				
***-**-0554	Bolton	Brian	Diagnostic Medical Sonography	EPCC	5/15/18				
***-**-7475	Bryant	Juvia	Registered Nurse	EPCC	12/15/18	TRUE	7/1/19	Del Sol Medical Center	26.00
***-**-2914	Camacho	Javier	Registered Nurse - B.S.N.	UTEP	12/15/19	TRUE	2/10/20	THOP	24.42
***-**-6731	Campuzano	Analicia	Licensed Vocational Nurse	EPCC	8/15/18	TRUE	11/5/18	Angels of Care Pediatric Home Health	20.00
***-**-6472	Carreon	Jessica	Registered Nurse - B.S.N.	UTEP	5/15/20	TRUE	8/31/20	UBH	26.00
***-**-9259	Carrete	Patricia	Registered Nurse - B.S.N.	UTEP	8/15/18	TRUE	11/15/18	Providence Memorial	23.42
***-**-6979	Castaneda	Armando	Registered Nurse	EPCC	12/15/18	TRUE	4/8/19	Hospitals of Providence East	25.00
***-**-9290	Castaneda	Braulio	Renewable Energy	EPCC	8/15/18				
***-**-1325	Castorena	Margarita	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	7/1/19	Providence Memorial Hospital	24.42
***-**-7354	Castro	Ayleen	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	8/26/19	El Ppaso Children's Hosptial	24.49
***-**-8705	Chaparro	Osmand	Registered Nurse	EPCC	5/15/19	TRUE	10/21/19	Las Palmas Medical Center	24.60
***-**-5128	Chavez	Vanessa	Registered Nurse	EPCC	12/15/19	TRUE	2/10/20	The Hospitals of Providence	24.60
***-**-3592	Chavez	Kevin	Registered Nurse - B.S.N.	UTEP	8/15/19	TRUE	10/28/19	Las Palmas	24.48
***-**-9464	Chavira	Evelyn	Surgical Technology	EPCC	5/15/20				
***-**-0286	Cline	Ruby	Registered Nurse	EPCC	12/15/19	TRUE	8/24/20	Hospitals of Providence Memorial Campus	24.36
***-**-7369	Compean-Moreno	Jacklyn	Diagnostic Medical Sonography	EPCC	5/15/19	TRUE	3/25/19	Children's Hospital	24.24
***-**-7645	Covarrubias	Stephanie	Licensed Vocational Nurse	EPCC	12/15/18	TRUE	4/8/19	University Medical Center of El Paso	18.56

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SSN4	Last Name	First Name	Career Field	Training Provider	Grad Date	Employer Verification Form	Date Entered Post Training Employer	Post Training Employer	Post Training Salary Per Hour
***.-7126	De La Torre	Adriana	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	7/15/19	Providence Memorial Hospital	24.42
***.-1892	Delgado	Claudia	Licensed Vocational Nurse	EPCC	12/15/18	TRUE	2/5/19	Tender Care Home Health	28.00
***.-6411	Delgado	Margarita	Registered Nurse - B.S.N.	TxTECH	5/15/20	TRUE	6/1/20	El Paso Behavioral Health System	31.00
***.-5407	DeMay	Andrea	Registered Nurse - B.S.N.	UTEP	8/15/18	TRUE	10/8/18	Las Palmas Medical Center	24.48
***.-5518	Devora	Nancy	Licensed Vocational Nurse	EPCC	12/15/19	TRUE	11/4/20	El Palacio Adult Daycare	17.00
***.-1894	Diaz	Abraham	Registered Nurse - B.S.N.	UTEP	5/15/20	TRUE	6/15/20	La Familia Del Paso Rehab	20.00
***.-7768	Diaz	Diana	Registered Nurse - B.S.N.	UTEP	8/15/19	TRUE	10/21/19	Providence Memorial Hospital	24.42
***.-6699	Dominguez	Cristina	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	7/29/19	Providence Memoria;l	24.42
***.-1461	Esquivel	Sarah	Licensed Vocational Nurse	EPCC	8/15/19	TRUE	1/27/20	Davita	20.00
***.-5410	Felix	Ellie	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	7/15/19	Del Sol Medical Center	24.48
***.-7993	Fernandez	Ana	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	7/15/19	Del Sol Medical Center	24.48
***.-7861	Fierro	Andrea	Registered Nurse - B.S.N.	UTEP	8/15/20				
***.-1312	Flores	Anilu	Licensed Vocational Nurse	EPCC	12/15/19	TRUE	3/30/20	Angels of Care Pediatric Home Health	21.50
***.-8593	Flores	Humberto	Registered Nurse	EPCC	5/15/20				
***.-4259	Flores	Marco	Registered Nurse - B.S.N.	UTEP	8/15/19	TRUE	10/21/19	University Medical Center of El Paso	24.24
***.-8426	Fuentes	Desiree	Registered Nurse - B.S.N.	UTEP	8/15/18	TRUE	6/10/19	Providence Memorial	24.42
***.-5518	Gabaldon	Maria	Registered Nurse	EPCC	5/15/20				
***.-2070	Gamboa	Cynthia	Registered Nurse - B.S.N.	TxTECH	5/15/20	TRUE	8/3/20	El Paso Behavioral Health System	26.50
***.-0211	Garcia	Violet	Registered Nurse - B.S.N.	UTEP	8/15/19	TRUE	11/11/19	Del Sol Medical	24.48
***.-9383	Gomez	Nicolette	Licensed Vocational Nurse	EPCC	8/15/18	TRUE	2/25/19	Talecris Plasma Resources	19.00
***.-6062	Gomez	Abril	Registered Nurse - B.S.N.	UTEP	8/15/20				
***.-2905	Gonzalez	Elsie	Licensed Vocational Nurse	EPCC	8/15/19	TRUE	11/1/19	Ambrosillo Guillen Nursing Home	20.00
***.-6835	Gonzalez	Marisol	Registered Nurse - B.S.N.	UTEP	12/15/19	TRUE	2/24/20	University Medical Center of El Paso	24.24
***.-9595	Gonzalez	Martha	Registered Nurse - B.S.N.	UTEP	8/15/20	TRUE		Del Sol Medical Center	24.48
***.-6014	Gonzalez	Rebecca L.	Registered Nurse - B.S.N.	UTEP	12/15/19	TRUE	7/27/20	Del Sol Medical Center	24.48
***.-2725	Gonzalez-Mendoza	Jaime	Licensed Vocational Nurse	EPCC	8/15/18	TRUE	11/8/18	Grace Pointe Wellness Center	18.00
***.-9075	Grolou	Ashley	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	10/21/19	Del Sol Medical	24.48
***.-1237	Gutierrez	Yvette	Licensed Vocational Nurse	EPCC	8/15/20				
***.-8129	Gutierrez	Jasmin	Registered Nurse - B.S.N.	UTEP	8/15/20				
***.-6097	Hernandez	Desiree	Licensed Vocational Nurse	EPCC	8/15/18	TRUE	11/9/18	Talecris Plasma Resources	19.50
***.-7952	Hernandez	Margarita	Physical Therapy Assistant	EPCC	5/15/19	TRUE	8/1/19	Reliant Rehabilitation	27.00



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***.-7897	Hernandez	Cassandra	Registered Nurse	EPCC	12/15/19				
***.-4500	Hernandez	Jessica	Registered Nurse	EPCC	12/15/19	TRUE	2/10/20	Sierra Providence East Campus	24.36
***.-8104	Hijar	Alfred	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	8/12/19	University Medical Center of El Paso	24.24
***.-6204	Hinojos	Lydia	Registered Nurse - B.S.N.	UTEP	8/15/18	TRUE	10/8/18	Del Sol Medical Center	24.48
***.-9186	Iniguez	Michelle	Registered Nurse - B.S.N.	UTEP	12/15/18	TRUE	2/25/19	El Paso Children's Hospital	24.49
***.-7570	Jaramillo	Yesenia	Registered Nurse	EPCC	5/15/20				
***.-5636	Lazo	Wendy	Registered Nurse	EPCC	5/15/19	TRUE	6/3/19	University Medical Center of El Paso	35.96
***.-7210	Leyva	Lucero	Licensed Vocational Nurse	EPCC	8/15/19	TRUE	2/17/20	Talecris Plasma Resources	19.00
***.-2981	Limas	Alejandro	Registered Nurse - B.S.N.	UTEP	8/15/18	TRUE	7/15/19	University Medical Center of El Paso	24.24
***.-2278	Linsangan	Marissa	Registered Nurse	EPCC	12/15/18	TRUE	2/11/19	Las Palmas	25.03
***.-1703	Lopez	Amri	Diagnostic Medical Sonography	EPCC	5/15/19	TRUE	7/29/19	Hospitals of Providence	30.00
***.-9816	Lopez	Dora	ESL to Pharmacy Tech	EPCC	5/15/19				
***.-7184	Lopez	Irma	Licensed Vocational Nurse	EPCC	8/15/19	TRUE	11/27/19	Golden Age Senior Living of El Paso, LLC	22.00
***.-1917	Lopez	Kenia	Registered Nurse - B.S.N.	TxTECH	5/15/20	TRUE	7/28/20	Angels of Care Pediatric Home Health	28.00
***.-4639	Lopez	Maritza	Registered Nurse - B.S.N.	TxTECH	5/15/20	TRUE	10/19/20	Babstist Health System (San Antonio, TX)	25.25
***.-3761	Lozano	Crystal	Registered Nurse - B.S.N.	UTEP	8/15/20				
***.-7068	Machado	Jesus	Licensed Vocational Nurse	EPCC	8/15/19	TRUE	12/1/19	CSL Plasma Center	25.00
***.-0732	Macias	Janette	Registered Nurse	EPCC	5/15/20				
***.-9453	Maese	Victoria	Registered Nurse	EPCC	12/15/18	TRUE	6/17/19	Del Sol Medical Center	26.59
***.-9992	Maese	Patricia	Registered Nurse - B.S.N.	UTEP	12/15/19	TRUE	3/30/20	Del Sol Medical	24.48
***.-1088	Marroquin	Rebecca	Registered Nurse - B.S.N.	UTEP	5/15/20	TRUE	7/16/20	The Hospitals of Providence East	24.36
***.-7816	Marrufo	Priscilla	Registered Nurse	EPCC	12/15/19				
***.-2509	Martinetti	Aracely	Medical Laboratory Technology	EPCC	5/15/20				
***.-2656	Martinez	Alejandro	Licensed Vocational Nurse	EPCC	8/15/20				
***.-1290	Martinez	Brizeira	Licensed Vocational Nurse	EPCC	12/15/17				
***.-0287	Martinez-Leos	Marie	Registered Nurse	EPCC	5/15/19	TRUE	12/20/19	University Medical Center of El Paso	24.26
***.-2743	Maynes	Mercedes	Registered Nurse	EPCC	5/15/18	TRUE	9/11/18	Kindred Hospital	23.18
***.-8601	McBain	Jasmine	Registered Nurse - B.S.N.	UTEP	12/15/18	TRUE	3/25/19	Del Sol Medical	24.48
***.-1109	McNichol	Keron	Registered Nurse - B.S.N.	UTEP	8/15/18	TRUE	12/1/18	Providence Memorial	23.42
***.-6440	Mendez	Bianca	Licensed Vocational Nurse	EPCC	8/15/19				
***.-6921	Mendez	Sapphire	Registered Nurse - B.S.N.	UTEP	8/15/20				

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SSN4	Last Name	First Name	Career Field	Training Provider	Grad Date	Employer Verification Form	Date Entered Post Training Employer	Post Training Employer	Post Training Salary Per Hour
***.-4431	Miramontes	Luis	Registered Nurse	EPCC	12/15/19	TRUE	3/9/20	Del Sol Medical Center	26.50
***.-4837	Miranda	Brianna	Registered Nurse - B.S.N.	UTEP	8/15/18	TRUE	10/8/18	Las Palmas Medical Center	24.48
***.-8699	Mitchell	Brienna	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	10/21/19	El Paso Children's Hospital	24.49
***.-5654	Montes	Norma	Licensed Vocational Nurse	EPCC	8/15/20				
***.-4189	Morales	Erika	Surgical Technology	EPCC	5/15/18	TRUE	1/14/19	Hospitals of Providence	20.00
***.-4732	Morris	Justin	Registered Nurse - B.S.N.	UTEP	5/15/20	TRUE	8/10/20	THOP - Sierra Central Campus	24.36
***.-4942	Muniz	Alec	Diesel Mechanic	EPCC	12/15/19				
***.-8541	Muniz	Evan	Diesel Mechanic	EPCC	12/15/19				
***.-4818	Munoz	Joseph	Physical Therapy Assistant	EPCC	5/15/19				
***.-6683	Munoz	Angelica	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	7/15/19	University Medical Center of El Paso	24.24
***.-3605	Najera	Karla	Registered Nurse - B.S.N.	UTEP	5/15/20	TRUE	8/31/20	UBH	26.00
***.-6811	Nava	Ellyne	Registered Nurse	EPCC	5/15/20	TRUE	7/27/20	Hospitals of Providence Memorial Campus	24.36
***.-2587	Nava	Stefy	Registered Nurse - B.S.N.	UTEP	12/15/18	TRUE	4/1/19	Providence Memorial	24.42
***.-8425	Nevarez	Olivia	Licensed Vocational Nurse	EPCC	8/15/18				
***.-3839	O'Veal-White	Marion	Registered Nurse - B.S.N.	UTEP	12/15/19	TRUE	5/4/20	El Paso Children's Hospital	24.49
***.-1176	Olivares	Melissa	Registered Nurse - B.S.N.	TxTECH	5/15/20	TRUE	10/12/20	Las Palmas Medical Center	26.72
***.-3775	Orozco	Lorenzo	Registered Nurse - B.S.N.	UTEP	12/15/18	TRUE	4/1/19	Del Sol Medical	24.48
***.-5358	Oyetola	Oluwafunmilayo	Registered Nurse	EPCC	5/15/19	TRUE	5/14/20	White River Health Care Center, South Dakota	28.50
***.-8845	Ozaeta	Angelica	Registered Nurse - B.S.N.	UTEP	12/15/18	TRUE	3/1/19	Las Palmas Medical	24.48
***.-7403	Panama-Aguirre	Cassandra	Registered Nurse - B.S.N.	TxTECH	8/15/20				
***.-9101	Parchment	Jendy	Registered Nurse	EPCC	12/15/19	TRUE	3/9/20	Del Sol Medical Center	26.59
***.-6506	Perez	Raquel	Registered Nurse	EPCC	12/15/19	TRUE	4/7/20	Aveanna Healthcare	25.00
***.-3559	Perez	Aaron	Registered Nurse - B.S.N.	UTEP	5/15/20	TRUE	7/11/20	The Hospitals of Providence East	24.36
***.-1184	Perez	Adriana	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	10/7/19	El Paso Children's Hospital	24.49
***.-7969	Petrozza	Margaret	Registered Nurse	EPCC	12/15/18	TRUE	2/11/19	Las Palmas	24.41
***.-6087	Ponce	Dennise	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	8/1/19	Del Sol Medical	24.48
***.-0032	Porras	Vanessa	Registered Nurse - B.S.N.	UTEP	8/15/20				
***.-4462	Quintana	Carla	Registered Nurse	EPCC	5/15/18	TRUE	9/4/18	Sierra Providence	24.36
***.-4715	Ramirez	Cristina	Registered Nurse	EPCC	5/15/20				
***.-0450	Ramirez	Evelyn	Registered Nurse	EPCC	5/15/20	TRUE	8/8/20	El Paso Health & Rehab	30.00
***.-6532	Ramirez	Melissa	Registered Nurse	EPCC	5/15/18	TRUE	10/8/18	Las Palmas Medical Center	24.60

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***.-3516	Ramirez	Valeria	Registered Nurse	EPCC	5/15/18	TRUE	9/11/18	Kindred Healthcare	23.87
***.-0014	Ramirez	Vanessa	Registered Nurse	EPCC	5/15/19				
***.-7774	Ramirez	Roberto	Registered Nurse - B.S.N.	UTEP	8/15/20				
***.-4356	Ramos	Lillian	Licensed Vocational Nurse	EPCC	12/15/18	TRUE	4/9/19	Vista Hills Health Care Center	20.00
***.-0656	Ramos	Vanessa	Physical Therapy Assistant	EPCC	5/15/20				
***.-9687	Rede	Laura	Registered Nurse - B.S.N.	UTEP	8/15/18	TRUE	1/14/19	University Medical Center of El Paso	24.24
***.-5266	Reyes McCoy	Valarie	Registered Nurse - B.S.N.	UTEP	12/15/19				
***.-5273	Reza	Jessica	Registered Nurse	EPCC	5/15/20				
***.-5642	Rivas	Rosa	Licensed Vocational Nurse	EPCC	12/15/19	TRUE	3/18/20	Grace Pointe Wellness Center	20.00
***.-2546	Robinson	Bianca	Registered Nurse - B.S.N.	UTEP	12/15/19	TRUE	2/24/20	University Medical Center of El Paso	24.24
***.-8939	Robles	Ana	Licensed Vocational Nurse	EPCC	12/15/18	TRUE	4/8/19	University Medical Center of El Paso	18.56
***.-7232	Rodriguez	Amber	Registered Nurse	EPCC	12/15/18	TRUE	4/23/19	Hospitals of Providence Memorial	24.36
***.-1875	Rodriguez	Beatriz	Registered Nurse	EPCC	5/15/20	TRUE	8/26/20	Las Palmas Medical Center	22.00
***.-6437	Rodriguez	Krystal	Registered Nurse - B.S.N.	UTEP	8/15/18	TRUE	10/8/18	Las Palmas Medical Center	24.48
***.-3148	Rojas	Nina	Registered Nurse	EPCC	5/15/19				
***.-2034	Rojas-Zavala	Selina	Registered Nurse - B.S.N.	UTEP	8/15/20				
***.-6214	Romero	Michelle	Registered Nurse - B.S.N.	UTEP	12/15/18	TRUE	3/25/19	Las Palmas Medical	24.48
***.-7473	Saenz	Andrea	Registered Nurse - B.S.N.	UTEP	12/15/19	TRUE	2/24/20	Las Palmas	24.48
***.-7786	Sanchez	Christina	Licensed Vocational Nurse	EPCC	8/15/20				
***.-5145	Sapien	Christopher	Registered Nurse - B.S.N.	UTEP	5/15/19	TRUE	6/17/19	Del Sol Medical Center	24.48
***.-6712	Sarinana	Erika	Registered Nurse	EPCC	5/15/20				
***.-0528	Serna	Paloma	Registered Nurse - B.S.N.	UTEP	5/15/20	TRUE	8/20/20	THOP Sierra central	24.36
***.-6322	Singleton	Kenya	Licensed Vocational Nurse	EPCC	12/15/19	TRUE	3/31/20	Patriot Rehabilitation and Wellness	19.50
***.-5462	Soto	Melinda	Registered Nurse - B.S.N.	UTEP	12/15/19	TRUE		THOP Providence Transmountain	24.36
***.-4114	Soto	Ricardo	Registered Nurse - B.S.N.	UTEP	5/15/20	TRUE	8/10/20	University Medical Center of El Paso	24.24
***.-3977	Tarango	Guadalupe	Registered Nurse	EPCC	5/15/20	TRUE	10/11/20	Las Palmas Medical Center	26.06
***.-4109	Taylor	Eddie	Licensed Vocational Nurse	EPCC	8/15/19	TRUE	1/22/20	Aveanna Healthcare	17.00
***.-8006	Trujillo	Cristina	Physical Therapy Assistant	EPCC	5/15/20				
***.-2434	Uratsu	Erica	Registered Nurse - B.S.N.	UTEP	5/15/20	TRUE	8/10/20	Memorial Medical Center Las Cruces, NM	23.55
***.-9212	Uruchurtu	Leslie	Registered Nurse - B.S.N.	UTEP	8/15/18	TRUE	10/8/18	Las Palmas Medical Center	24.48
***.-8934	Uzochukwu	Chiekwu	Registered Nurse - B.S.N.	UTEP	8/15/20				

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***.**-9517	Valdivia-Martinez	Becky	Licensed Vocational Nurse	EPCC	12/15/18				
***.**-3667	Valenzuela	Gilberto	Registered Nurse	EPCC	5/15/20	TRUE	8/10/20	Hospitals of Providence East Campus	24.36
***.**-8138	Vaquera	Maria	Registered Nurse	EPCC	5/15/20	TRUE	10/19/20	The Hospitals of Providence	24.36
***.**-2017	Vasquez	Maria	Pharmacy Tech	EPCC	5/15/19	TRUE	2/17/20	TDLS Catering	15.00
***.**-6552	Vasquez	Irene	Registered Nurse	EPCC	5/15/18	TRUE	10/8/18	Del Sol Medical Center	24.40
***.**-6007	Vasquez	Samantha	Registered Nurse - B.S.N.	UTEP	5/15/20	TRUE	8/10/20	University Medical Center of El Paso	24.24
***.**-1126	Vazquez	Ashley	Registered Nurse - B.S.N.	UTEP	12/15/18	TRUE	4/1/19	Regent Care Center	24.00
***.**-9574	Vega	Viviana	Licensed Vocational Nurse	EPCC	8/15/17	TRUE	9/12/18	Regent Care	23.00
***.**-6803	Velazquez	Patricia	Registered Nurse	EPCC	5/15/20	TRUE	7/27/20	University Medical Center of El Paso	24.24
***.**-8164	Waithera	Margaret	Registered Nurse	EPCC	12/15/19	TRUE	7/13/20	Hospitals of Providence-Transmountain Campus	24.60
***.**-7445	Williams	Becky	Licensed Vocational Nurse	EPCC	8/15/19				
***.**-3268	Williams	Jasmine	Registered Nurse	EPCC	12/15/18	TRUE	4/16/19	Las Ventanas de Socorro	30.00
***.**-2672	Wong	Franco	Licensed Vocational Nurse	EPCC	8/15/18	TRUE	11/7/18	CSL Plasma Donation Center	17.85

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SSN4	Last Name	First Name	Career Field	Training Provider
***-**-0550	Adame	Damaris	Registered Nurse	EPCC
***-**-6873	Bailey	Lluvia	Registered Nurse	EPCC
***-**-5855	Aguirre	Valeria	Licensed Vocational Nurse	EPCC
***-**-2678	Díaz	Luisa	Registered Nurse	EPCC
***-**-1870	Alonso	Alejandra	Registered Nurse	EPCC
***-**-1102	Estrada	Marissa	Registered Nurse	EPCC
***-**-8918	Alvarez	Amanda	Licensed Vocational Nurse	EPCC
***-**-2681	Amador	Jennifer	Radiology Technology	EPCC
***-**-1817	Amaya	Carmen De Jesus	Registered Nurse	EPCC
***-**-2496	Anguiano	Stefani	Registered Nurse	EPCC
***-**-0415	Anzaldua	Andrea	Surgical Technology	EPCC
***-**-3609	Flores	Michelle	Licensed Vocational Nurse	EPCC
***-**-7821	Flores-Rodriguez	Carla	Licensed Vocational Nurse	EPCC
***-**-0432	Arellano	Maria	Licensed Vocational Nurse	EPCC
***-**-2793	Arenas-Burke	Yazmin	Registered Nurse	EPCC
***-**-4937	Franco	Sarah	Registered Nurse	EPCC
***-**-9447	Fuentes	Priscilla	Licensed Vocational Nurse	EPCC
***-**-8138	Arriaga	Edward	Registered Nurse	EPCC
***-**-5015	Garcia	Lizete	Registered Nurse	EPCC
***-**-9837	Avena	Suhey	Surgical Technology	EPCC
***-**-3938	Grijalva	Sonia	Registered Nurse	EPCC
***-**-1364	Baez	Ryann	Licensed Vocational Nurse	EPCC
***-**-1400	Heikkinen	Amanda	Licensed Vocational Nurse	EPCC
***-**-3177	Baray	Joshua	Surgical Technology	EPCC
***-**-4816	Hernandez	Elizabeth	Licensed Vocational Nurse	EPCC
***-**-9255	Herrera	Omar	Licensed Vocational Nurse	EPCC
***-**-4236	Bejarano	Susana	Registered Nurse	EPCC
***-**-8520	Bennett	Jon	Registered Nurse	EPCC
***-**-4564	Billingsley	Randy	Registered Nurse	EPCC
***-**-5159	Blanco	Valeria	Licensed Vocational Nurse	EPCC
***-**-0799	Huscroft	Amber	Licensed Vocational Nurse	EPCC
***-**-0554	Bolton	Brian	Diagnostic Medical Sonography	EPCC
***-**-7475	Bryant	Juvia	Registered Nurse	EPCC
***-**-6081	Bustamante-Berumen	Silvia	Other	EPCC
***-**-9817	Camacho	Rudy	Registered Nurse	EPCC
***-**-6731	Campuzano	Analicia	Licensed Vocational Nurse	EPCC
***-**-5583	Carrillo	Juan	Registered Nurse	EPCC
***-**-3823	Licon	Sandra	Registered Nurse	EPCC
***-**-5327	Luna-Flores	Janet	Registered Nurse	EPCC
***-**-6979	Castaneda	Armando	Registered Nurse	EPCC
***-**-9290	Castaneda	Braulio	Renewable Energy	EPCC
***-**-0039	Mireles	Carmen	Registered Nurse	EPCC
***-**-2144	Monroy	Lauro	Respiratory Care Technology	EPCC

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SSN4	Last Name	First Name	Career Field	Training Provider
***-**-8705	Chaparro	Osmand	Registered Nurse	EPCC
***-**-5128	Chavez	Vanessa	Registered Nurse	EPCC
***-**-9464	Chavira	Evelyn	Surgical Technology	EPCC
***-**-0286	Clíne	Ruby	Registered Nurse	EPCC
***-**-7369	Compean-Moreno	Jacklyn	Diagnostic Medical Sonography	EPCC
***-**-7645	Covarrubias	Stephanie	Licensed Vocational Nurse	EPCC
***-**-4574	Davila	Ana	Registered Nurse	EPCC
***-**-0722	Ochoa	Ligia	Registered Nurse	EPCC
***-**-8428	De La Torre	Jacqueline	Registered Nurse	EPCC
***-**-5664	Perales	Samantha	Registered Nurse	EPCC
***-**-0695	Ponce	Alejandra	Registered Nurse	EPCC
***-**-1892	Delgado	Claudia	Licensed Vocational Nurse	EPCC
***-**-5518	Devora	Nancy	Licensed Vocational Nurse	EPCC
***-**-6165	Diaz	Elizabeth	Registered Nurse	EPCC
***-**-1376	Rebollo	Melanie	Licensed Vocational Nurse	EPCC
***-**-4891	Duenez	Georgina	Registered Nurse	EPCC
***-**-5384	Rivera	Lizette	Registered Nurse	EPCC
***-**-1076	Enriquez	Yesenia	Registered Nurse	EPCC
***-**-6204	Espinoza	Brandon	Registered Nurse	EPCC
***-**-1461	Esquivel	Sarah	Licensed Vocational Nurse	EPCC
***-**-9898	Esquivel Reyes	Esteban	Registered Nurse	EPCC
***-**-4975	Sanchez	Laura	Registered Nurse	EPCC
***-**-0916	Saucedo	Alexis	Registered Nurse	EPCC
***-**-9790	Smith	Nathan	Registered Nurse	EPCC
***-**-7055	Stubblefield	Katie	Respiratory Care Technology	EPCC
***-**-2821	Trochet	Nathalia	Licensed Vocational Nurse	EPCC
***-**-3709	Vazquez	Annette	Respiratory Care Technology	EPCC
***-**-1312	Flores	Anilu	Licensed Vocational Nurse	EPCC
***-**-8593	Flores	Humberto	Registered Nurse	EPCC
***-**-6170	Velez	Ruby	Respiratory Care Technology	EPCC
***-**-7806	Villaneda	Idaly	Respiratory Care Technology	EPCC
***-**-5518	Gabaldon	María	Registered Nurse	EPCC
***-**-0369	Aguinaga	Elsa	Registered Nurse	EPCC
***-**-3180	Galvan	Rosario	Registered Nurse	EPCC
***-**-3699	Garza	Maria	Diagnostic Medical Sonography	EPCC
***-**-2890	Ayala	Jazmin	Registered Nurse	EPCC
***-**-4844	Baylon	Daisy	Physical Therapy Assistant	EPCC
***-**-9383	Gomez	Nicolette	Licensed Vocational Nurse	EPCC
***-**-7773	Bustillos	Rebecca	Diagnostic Medical Sonography	EPCC
***-**-4820	Gomez	Eduardo	Architecture	EPCC
***-**-9455	Cadena	Maria	Registered Nurse	EPCC
***-**-3320	Carbajal	Michelle	Diagnostic Medical Sonography	EPCC
***-**-2905	Gonzalez	Elsie	Licensed Vocational Nurse	EPCC



City Impact Fund Participant List (Cumulative)  
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SSN4	Last Name	First Name	Career Field	Training Provider
***-2725	Gonzalez-Mendoza	Jaime	Licensed Vocational Nurse	EPCC
***-6285	De La Cruz	Aldo	Registered Nurse	EPCC
***-2004	Duran	Michelle	Diagnostic Medical Sonography	EPCC
***-1674	Guadalajara	Lizette	Registered Nurse	EPCC
***-1270	Epps	Natrenia	Registered Nurse	EPCC
***-7542	Estrada	Joseph	Physical Therapy Assistant	EPCC
***-4970	Guevara	Ricardo	Licensed Vocational Nurse	EPCC
***-3746	Gomez	Jessica	Registered Nurse	EPCC
***-1237	Gutierrez	Yvette	Licensed Vocational Nurse	EPCC
***-8750	Hebblethwaite	Brittany	Registered Nurse	EPCC
***-6097	Hernandez	Desiree	Licensed Vocational Nurse	EPCC
***-7952	Hernandez	Margarita	Physical Therapy Assistant	EPCC
***-7307	Inciriaga	Jeanine	Diagnostic Medical Sonography	EPCC
***-7897	Hernandez	Cassandra	Registered Nurse	EPCC
***-4500	Hernandez	Jessica	Registered Nurse	EPCC
***-8015	Herrera	Alexis	Licensed Vocational Nurse	EPCC
***-7248	Lopez	Samantha	Registered Nurse	EPCC
***-8719	Herrera	Jessica	Registered Nurse	EPCC
***-6873	Martinez	Adriew	Registered Nurse	EPCC
***-9527	James	Nancy	Registered Nurse	EPCC
***-7570	Jaramillo	Yesenia	Registered Nurse	EPCC
***-0561	Morales	Toni	Diagnostic Medical Sonography	EPCC
***-0768	Kalman	Katherine	Licensed Vocational Nurse	EPCC
***-3633	Munoz	Vanessa	Registered Nurse	EPCC
***-1679	Nehme	Nehe	Diagnostic Medical Sonography	EPCC
***-2837	Ortega	Jessica	Physical Therapy Assistant	EPCC
***-5636	Lazo	Wendy	Registered Nurse	EPCC
***-1559	Leoas	Daisy	Registered Nurse	EPCC
***-3514	Oyioa	Gloria	Registered Nurse	EPCC
***-7210	Leyva	Lucero	Licensed Vocational Nurse	EPCC
***-1518	Limas	Zamira	Registered Nurse	EPCC
***-2278	Linsangan	Marissa	Registered Nurse	EPCC
***-8240	Palma	Erika	Registered Nurse	EPCC
***-4491	Pendelton	Elizabeth	Physical Therapy Assistant	EPCC
***-3340	Perez	Fatima	Registered Nurse	EPCC
***-1703	Lopez	Amri	Diagnostic Medical Sonography	EPCC
***-9816	Lopez	Dora	ESL to Pharmacy Tech	EPCC
***-7184	Lopez	Irma	Licensed Vocational Nurse	EPCC
***-9390	Pimental-Sanchez	Linda	Registered Nurse	EPCC
***-2495	Ramirez	Adrian	Diagnostic Medical Sonography	EPCC
***-4844	Lozano	Rubie	Registered Nurse	EPCC
***-8956	Rodriguez	Alicia	Registered Nurse	EPCC
***-7068	Machado	Jesus	Licensed Vocational Nurse	EPCC

City Impact Fund Participant List (Cumulative)  
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SSN4	Last Name	First Name	Career Field	Training Provider
***-0732	Macias	Janette	Registered Nurse	EPCC
***-9453	Maese	Victoria	Registered Nurse	EPCC
***-9157	Mancha	Shane	Registered Nurse	EPCC
***-3907	Marquez	Cynthia	Registered Nurse	EPCC
***-7816	Marrufo	Priscilla	Registered Nurse	EPCC
***-2509	Martinetti	Aracely	Medical Laboratory Technology	EPCC
***-8183	Rojas	Mayra	Radiology Technology	EPCC
***-2656	Martinez	Alejandro	Licensed Vocational Nurse	EPCC
***-1290	Martinez	Brizeira	Licensed Vocational Nurse	EPCC
***-8636	Rojas	Rene	Registered Nurse	EPCC
***-2369	Salas	Jacqueline	Registered Nurse	EPCC
***-2852	Sanchez	Denisse	Registered Nurse	EPCC
***-2801	Segovia	Maite	Registered Nurse	EPCC
***-0287	Martinez-Leos	Marie	Registered Nurse	EPCC
***-3010	Mascorro	Patricia	Registered Nurse	EPCC
***-2743	Maynes	Mercedes	Registered Nurse	EPCC
***-4954	McGee	Kiana	Registered Nurse	EPCC
***-4225	McLemore	Tania	Registered Nurse	EPCC
***-7884	Valdivia	Genesis	Registered Nurse	EPCC
***-6440	Mendez	Bianca	Licensed Vocational Nurse	EPCC
***-5917	Vargas	Consuelo	Registered Nurse	EPCC
***-0852	Vargas	Maurin	Registered Nurse	EPCC
***-4431	Miramontes	Luis	Registered Nurse	EPCC
***-7958	Velazquez	Cassandra	Registered Nurse	EPCC
***-9656	White-Torres	Renee	Registered Nurse	EPCC
***-5654	Montes	Norma	Licensed Vocational Nurse	EPCC
***-4189	Morales	Erika	Surgical Technology	EPCC
***-1173	Moreno	Luis	Registered Nurse	EPCC
***-0854	Diaz	Marlene	Surgical Technology	EPCC
***-1040	Fields	Gloria	Licensed Vocational Nurse	EPCC
***-4942	Muniz	Alec	Diesel Mechanic	EPCC
***-8541	Muniz	Evan	Diesel Mechanic	EPCC
***-0590	Fierro	Roland	Surgical Technology	EPCC
***-4818	Munoz	Joseph	Physical Therapy Assistant	EPCC
***-6696	Murillo	Alfredo	Radiology Technology	EPCC
***-7027	Manjarrez	Auston	Surgical Technology	EPCC
***-6811	Nava	Ellyne	Registered Nurse	EPCC
***-3755	Marentes	Alma	Licensed Vocational Nurse	EPCC
***-9863	Ndungu	Caroline	Registered Nurse	EPCC
***-2408	Mergil	Carlos	Licensed Vocational Nurse	EPCC
***-8425	Nevarez	Olivia	Licensed Vocational Nurse	EPCC
***-1697	Morales	Sonika	Registered Nurse	EPCC
***-1526	Olivas-Ogas	Lisamarie	Licensed Vocational Nurse	EPCC

City Impact Fund Participant List (Cumulative)  
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SSN4	Last Name	First Name	Career Field	Training Provider
***-9464	Romero	Rocio	Licensed Vocational Nurse	EPCC
***-6578	Vela	Karla	Licensed Vocational Nurse	EPCC
***-5358	Oyetola	Oluwafunmilayo	Registered Nurse	EPCC
***-9324	Acosta	Himilce	Licensed Vocational Nurse	EPCC
***-1865	Aldana-Carson	Mayela	Registered Nurse	EPCC
***-6310	Arreola	Griselda	Registered Nurse	EPCC
***-9101	Parchment	Jendy	Registered Nurse	EPCC
***-0675	Payan	Noemma	Registered Nurse	EPCC
***-8909	Carrillo	Valeria	Registered Nurse	EPCC
***-7548	Davila III	Louis	Registered Nurse	EPCC
***-6506	Perez	Raquel	Registered Nurse	EPCC
***-0445	Delaney-Calpito-Mercado	Ariana	Licensed Vocational Nurse	EPCC
***-7969	Petrozza	Margaret	Registered Nurse	EPCC
***-6311	Gonzalez	Chelsea	Registered Nurse	EPCC
***-8694	Gutierrez	Gloria	Registered Nurse	EPCC
***-4462	Quintana	Carla	Registered Nurse	EPCC
***-6051	Huizar	Kristian	Registered Nurse	EPCC
***-3330	Kamel	Abdullah	Registered Nurse	EPCC
***-2031	Kirby	Christopher	Registered Nurse	EPCC
***-4715	Ramirez	Cristina	Registered Nurse	EPCC
***-7242	Lerma	Crystal	Registered Nurse	EPCC
***-0450	Ramirez	Evelyn	Registered Nurse	EPCC
***-2585	Lopez	Amethyst	Respiratory Care Technology	EPCC
***-6532	Ramirez	Melissa	Registered Nurse	EPCC
***-3516	Ramirez	Valeria	Registered Nurse	EPCC
***-0014	Ramirez	Vanessa	Registered Nurse	EPCC
***-5997	Martinez	Lisa	Registered Nurse	EPCC
***-4356	Ramos	Lillian	Licensed Vocational Nurse	EPCC
***-0656	Ramos	Vanessa	Physical Therapy Assistant	EPCC
***-2375	Reveles	Veronica	Registered Nurse	EPCC
***-7225	Ornelas	Julio	Registered Nurse	EPCC
***-9008	Orozco	Crystal	Registered Nurse	EPCC
***-9086	Ortega	Danielle	Registered Nurse	EPCC
***-5273	Reza	Jessica	Registered Nurse	EPCC
***-1570	Perry	Priscilla	Registered Nurse	EPCC
***-5642	Rivas	Rosa	Licensed Vocational Nurse	EPCC
***-8939	Robles	Ana	Licensed Vocational Nurse	EPCC
***-3773	Rocha	Erica	Licensed Vocational Nurse	EPCC
***-7232	Rodriguez	Amber	Registered Nurse	EPCC
***-1875	Rodriguez	Beatriz	Registered Nurse	EPCC
***-4123	Salazar	Elizabeth	Registered Nurse	EPCC
***-9371	Sifuentes	Bianca	Registered Nurse	EPCC
***-1412	Rodriguez	Sally	Registered Nurse	EPCC

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SSN4	Last Name	First Name	Career Field	Training Provider
***-9004	Valenzuela	Theresa	Registered Nurse	EPCC
***-6551	Valenzuela-Heras	Claudia	Licensed Vocational Nurse	EPCC
***-3148	Rojas	Nina	Registered Nurse	EPCC
***-4356	Acosta	Armando	Radiology Technology	EPCC
***-0870	Acuna	Jaymes	Registered Nurse	EPCC
***-7096	Alarcon	Cindy	Registered Nurse	EPCC
***-9288	Basurto	Ariana	Registered Nurse	EPCC
***-7376	De La Torre	Edgar	Medical Laboratory Technology	EPCC
***-9639	Ruiz	Elsa	Registered Nurse	EPCC
***-4155	Ruiz	Ruby	Licensed Vocational Nurse	EPCC
***-6279	Esparza Vidana	Denise	Registered Nurse	EPCC
***-8199	Salazar	Miguel	Diesel Mechanic	EPCC
***-5545	Gaspar	Claudia	Surgical Technology	EPCC
***-4086	Gloria	Melanie	Radiology Technology	EPCC
***-2516	Gomez	Daisy	Registered Nurse	EPCC
***-7786	Sanchez	Christina	Licensed Vocational Nurse	EPCC
***-0384	MartinezMartinez	Martin	Registered Nurse	EPCC
***-0412	Moreno	Tabbitha	Registered Nurse	EPCC
***-6712	Sarinana	Erika	Registered Nurse	EPCC
***-1315	Saucedo	Manuel	Licensed Vocational Nurse	EPCC
***-4986	Ramirez	Benjamin	Registered Nurse	EPCC
***-6322	Singleton	Kenya	Licensed Vocational Nurse	EPCC
***-8341	Silva	Naomi	Registered Nurse	EPCC
***-6299	Vicente	Aide	Diagnostic Medical Sonography	EPCC
***-3312	Ramirez	Erica	Registered Nurse	EPCC
***-3977	Tarango	Guadalupe	Registered Nurse	EPCC
***-4109	Taylor	Eddie	Licensed Vocational Nurse	EPCC
***-3427	Terrones	Osiris	Other	EPCC
***-9014	Trejo	Tania	Registered Nurse	EPCC
***-5361	Bautista	Priscilla	Registered Nurse	EPCC
***-8006	Trujillo	Cristina	Physical Therapy Assistant	EPCC
***-8530	Chacon	Brisa	Registered Nurse	EPCC
***-9517	Valdivia-Martinez	Becky	Licensed Vocational Nurse	EPCC
***-3667	Valenzuela	Gilberto	Registered Nurse	EPCC
***-8481	Hernandez	Viridiana	Registered Nurse	EPCC
***-8631	Herrera	Samantha	Registered Nurse	EPCC
***-8138	Vaquera	Maria	Registered Nurse	EPCC
***-6211	Loya	Gloria	Registered Nurse	EPCC
***-5611	Moran	Rosa	Registered Nurse	EPCC
***-2017	Vasquez	Maria	Pharmacy Tech	EPCC
***-6552	Vasquez	Irene	Registered Nurse	EPCC
***-7081	Muela Valles	Katia	Registered Nurse	EPCC
***-0926	Munoz	Karla	Registered Nurse	EPCC

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SSN4	Last Name	First Name	Career Field	Training Provider
***-9574	Vega	Viviana	Licensed Vocational Nurse	EPCC
***-6756	Ortiz	Cristina	Registered Nurse	EPCC
***-8630	Payne	Laura	Registered Nurse	EPCC
***-7287	Perez	Aracely	ESL to Registered Nurse	EPCC
***-4827	Phillipp	Jonathan	Registered Nurse	EPCC
***-6803	Velazquez	Patricia	Registered Nurse	EPCC
***-2294	Velez	Kevin	Registered Nurse	EPCC
***-1431	Salas	Jennifer	Registered Nurse	EPCC
***-9483	Samaniego	Kathleen	Registered Nurse	EPCC
***-5531	Venalonzo	Erika	Registered Nurse	EPCC
***-4577	Gamboa	Giovanna	Registered Nurse	EPCC
***-8982	Villalobos	Yadira	ESL to Dental Assistant	EPCC
***-2404	Villegas	Melissa	Registered Nurse	EPCC
***-8164	Waithera	Margaret	Registered Nurse	EPCC
***-5229	Salgado	Monica	Registered Nurse	EPCC
***-7445	Williams	Becky	Licensed Vocational Nurse	EPCC
***-3268	Williams	Jasmine	Registered Nurse	EPCC
***-2672	Wong	Franco	Licensed Vocational Nurse	EPCC
***-6277	Wood	Sarah	Registered Nurse	EPCC
***-0728	Carrillo	Katarina	Registered Nurse - B.S.N.	TxTECH
***-2032	Joseph	Shari	Registered Nurse - B.S.N.	TxTECH
***-4024	Morales-Holguin	Monica	Registered Nurse - B.S.N.	TxTECH
***-6411	Delgado	Margarita	Registered Nurse - B.S.N.	TxTECH
***-4430	Reyes	Jessica	Registered Nurse - B.S.N.	TxTECH
***-5500	Dixon	Jeremy	Registered Nurse - B.S.N.	TxTECH
***-9887	Rueda	Bianca	Registered Nurse - B.S.N.	TxTECH
***-5282	Velez	Veronica	Registered Nurse - B.S.N.	TxTECH
***-2070	Gamboa	Cynthia	Registered Nurse - B.S.N.	TxTECH
***-4020	Avalos	Larrisa	Registered Nurse - B.S.N.	TxTECH
***-1700	Bocardo	Claudia	Registered Nurse - B.S.N.	TxTECH
***-4565	Gomez	Margaux	Registered Nurse - B.S.N.	TxTECH
***-6453	Langston	Magdalena	Registered Nurse - B.S.N.	TxTECH
***-7695	Loera	Jessica	Registered Nurse - B.S.N.	TxTECH
***-2962	Luevano	Madison	Registered Nurse - B.S.N.	TxTECH
***-6510	Martinez	Lucero	Registered Nurse - B.S.N.	TxTECH
***-4756	Martinez	Maritza	Registered Nurse - B.S.N.	TxTECH
***-1917	Lopez	Kenia	Registered Nurse - B.S.N.	TxTECH
***-4639	Lopez	Maritza	Registered Nurse - B.S.N.	TxTECH
***-4816	Mendoza	Ruth	Registered Nurse - B.S.N.	TxTECH
***-3771	Abundis	Yannine	Registered Nurse - B.S.N.	TxTECH
***-1703	Muniz-Jimenez	Emmanuel	Registered Nurse - B.S.N.	TxTECH
***-1176	Olivares	Melissa	Registered Nurse - B.S.N.	TxTECH
***-8687	Rey	Amber	Registered Nurse - B.S.N.	TxTECH

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SSN4	Last Name	First Name	Career Field	Training Provider
***-5284	Anchondo	Adriana	Registered Nurse - B.S.N.	TxTECH
***-5501	Aranda	Brianna	Registered Nurse - B.S.N.	TxTECH
***-7403	Panama-Aguirre	Cassandra	Registered Nurse - B.S.N.	TxTECH
***-5485	Delgado	Athena	Registered Nurse - B.S.N.	TxTECH
***-4583	Elobuike	Euphemia	Registered Nurse - B.S.N.	TxTECH
***-9510	Gallardo	Eunice	Registered Nurse - B.S.N.	TxTECH
***-3906	Polar	Ana	Registered Nurse - B.S.N.	TxTECH
***-0606	Gonzalez	Silvia	Registered Nurse - B.S.N.	TxTECH
***-8469	Guerrero	Amanda	Registered Nurse - B.S.N.	TxTECH
***-7496	Lopez-Velazquez	Angela	Registered Nurse - B.S.N.	TxTECH
***-0903	Martinez	Clara	Registered Nurse - B.S.N.	TxTECH
***-5562	Nava	Lourdes	Registered Nurse - B.S.N.	TxTECH
***-7473	Portillo	Karla	Registered Nurse - B.S.N.	TxTECH
***-1516	Primero-Rivera	Larissa	Registered Nurse - B.S.N.	TxTECH
***-7737	Diaz	Michelle	Registered Nurse - B.S.N.	TxTECH
***-1076	Hernandez	Alejandra	Registered Nurse - B.S.N.	TxTECH
***-7884	Salgado	Tianna	Registered Nurse - B.S.N.	TxTECH
***-9349	Sanchez	Sandra	Registered Nurse - B.S.N.	TxTECH
***-8422	Acevedo	Samantha	Registered Nurse - B.S.N.	UTEP
***-9864	Anchondo	Jazmin	Registered Nurse - B.S.N.	UTEP
***-9712	Carlos	Berenice	Registered Nurse - B.S.N.	UTEP
***-5785	Cordova	Christina	Registered Nurse - B.S.N.	UTEP
***-8068	Esparza	Annette	Registered Nurse - B.S.N.	UTEP
***-7977	Anozie	Ijezie	Registered Nurse - B.S.N.	UTEP
***-0995	Ansalmio	Irma	Registered Nurse - B.S.N.	UTEP
***-3636	Arciniega	Alexandra	Registered Nurse - B.S.N.	UTEP
***-1663	Avalos	Yazmin	Registered Nurse - B.S.N.	UTEP
***-4714	Hernandez	Michelle	Registered Nurse - B.S.N.	UTEP
***-7911	Kirby	Sophia	Registered Nurse - B.S.N.	UTEP
***-2914	Camacho	Javier	Registered Nurse - B.S.N.	UTEP
***-6472	Carreon	Jessica	Registered Nurse - B.S.N.	UTEP
***-9259	Carrete	Patricia	Registered Nurse - B.S.N.	UTEP
***-1325	Castorena	Margarita	Registered Nurse - B.S.N.	UTEP
***-7354	Castro	Ayleen	Registered Nurse - B.S.N.	UTEP
***-1268	Morales	Ivy	Registered Nurse - B.S.N.	UTEP
***-3592	Chavez	Kevin	Registered Nurse - B.S.N.	UTEP
***-4331	Ontiveros	Natalia	Registered Nurse - B.S.N.	UTEP
***-7126	De La Torre	Adriana	Registered Nurse - B.S.N.	UTEP
***-9514	Ortega	Jessica	Registered Nurse - B.S.N.	UTEP
***-5407	DeMay	Andrea	Registered Nurse - B.S.N.	UTEP
***-1894	Diaz	Abraham	Registered Nurse - B.S.N.	UTEP
***-7768	Diaz	Diana	Registered Nurse - B.S.N.	UTEP
***-6699	Dominguez	Cristina	Registered Nurse - B.S.N.	UTEP



City Impact Fund Participant List (Cumulative)  
September 1, 2018 - August 31, 2020 (24 months)

SSN4	Last Name	First Name	Career Field	Training Provider
***-3300	Sanchez	Andrea	Registered Nurse - B.S.N.	UTEP
***-4797	Soria-Miramontes	Estrella	Registered Nurse - B.S.N.	UTEP
***-5410	Felix	Ellie	Registered Nurse - B.S.N.	UTEP
***-7993	Fernandez	Ana	Registered Nurse - B.S.N.	UTEP
***-8558	Tovanche	Amberley	Registered Nurse - B.S.N.	UTEP
***-7861	Fierro	Andrea	Registered Nurse - B.S.N.	UTEP
***-4259	Flores	Marco	Registered Nurse - B.S.N.	UTEP
***-7789	Vega	Lilian	Registered Nurse - B.S.N.	UTEP
***-8426	Fuentes	Desiree	Registered Nurse - B.S.N.	UTEP
***-8017	Aguirre	Kiara	Registered Nurse - B.S.N.	UTEP
***-0211	Garcia	Violet	Registered Nurse - B.S.N.	UTEP
***-6062	Gomez	Abril	Registered Nurse - B.S.N.	UTEP
***-6835	Gonzalez	Marisol	Registered Nurse - B.S.N.	UTEP
***-9595	Gonzalez	Martha	Registered Nurse - B.S.N.	UTEP
***-6014	Gonzalez	Rebecca L.	Registered Nurse - B.S.N.	UTEP
***-9075	Grolou	Ashley	Registered Nurse - B.S.N.	UTEP
***-8129	Gutierrez	Jasmin	Registered Nurse - B.S.N.	UTEP
***-8104	Hijar	Alfred	Registered Nurse - B.S.N.	UTEP
***-6204	Hinojos	Lydia	Registered Nurse - B.S.N.	UTEP
***-3462	Medina	Raul	Registered Nurse - B.S.N.	UTEP
***-3312	Morales	Stephanie	Registered Nurse - B.S.N.	UTEP
***-9186	Iniguez	Michelle	Registered Nurse - B.S.N.	UTEP
***-4736	Kim	Eugene	Registered Nurse - B.S.N.	UTEP
***-9013	Nanez	Juan	Registered Nurse - B.S.N.	UTEP
***-0020	Oviedo	Ricardo	Registered Nurse - B.S.N.	UTEP
***-9778	Palacio	Brittany	Registered Nurse - B.S.N.	UTEP
***-2981	Limas	Alejandro	Registered Nurse - B.S.N.	UTEP
***-9417	Ramirez	Priscilla	Registered Nurse - B.S.N.	UTEP
***-3761	Lozano	Crystal	Registered Nurse - B.S.N.	UTEP
***-9992	Maese	Patricia	Registered Nurse - B.S.N.	UTEP
***-0737	Rodriguez	Priscilla	Registered Nurse - B.S.N.	UTEP
***-1088	Marroquin	Rebecca	Registered Nurse - B.S.N.	UTEP
***-6309	Roohi	Nasreen	Registered Nurse - B.S.N.	UTEP
***-8601	McBain	Jasmine	Registered Nurse - B.S.N.	UTEP
***-1109	McNichol	Keron	Registered Nurse - B.S.N.	UTEP
***-6921	Mendez	Sapphire	Registered Nurse - B.S.N.	UTEP
***-4837	Miranda	Brianna	Registered Nurse - B.S.N.	UTEP
***-8699	Mitchell	Brianna	Registered Nurse - B.S.N.	UTEP
***-9611	Arana	Carlos	Registered Nurse - B.S.N.	UTEP
***-4279	Chavira	David	Registered Nurse - B.S.N.	UTEP
***-4732	Morris	Justin	Registered Nurse - B.S.N.	UTEP
***-6683	Munoz	Angelica	Registered Nurse - B.S.N.	UTEP
***-3605	Najera	Karla	Registered Nurse - B.S.N.	UTEP

City Impact Fund Participant List (Cumulative)  
September 1, 2018 - August 31, 2020 (24 months)

SSN4	Last Name	First Name	Career Field	Training Provider
***-**-2587	Nava	Stefy	Registered Nurse - B.S.N.	UTEP
***-**-0686	Meza	Araceli	Registered Nurse - B.S.N.	UTEP
***-**-3839	O'Veal-White	Marion	Registered Nurse - B.S.N.	UTEP
***-**-5477	Ortiz-Mata	Brenda	Registered Nurse - B.S.N.	UTEP
***-**-7879	Palacio	Astrid	Registered Nurse - B.S.N.	UTEP
***-**-5673	Rico-Molinar	Valeria	Registered Nurse - B.S.N.	UTEP
***-**-9505	Rios-Porras	Claudia	Registered Nurse - B.S.N.	UTEP
***-**-3775	Orozco	Lorenzo	Registered Nurse - B.S.N.	UTEP
***-**-8845	Ozaeta	Angelica	Registered Nurse - B.S.N.	UTEP
***-**-3559	Perez	Aaron	Registered Nurse - B.S.N.	UTEP
***-**-1184	Perez	Adriana	Registered Nurse - B.S.N.	UTEP
***-**-6087	Ponce	Dennise	Registered Nurse - B.S.N.	UTEP
***-**-0032	Porras	Vanessa	Registered Nurse - B.S.N.	UTEP
***-**-4139	Hijar	Andrea	Registered Nurse - B.S.N.	UTEP
***-**-7774	Ramirez	Roberto	Registered Nurse - B.S.N.	UTEP
***-**-9687	Rede	Laura	Registered Nurse - B.S.N.	UTEP
***-**-5266	Reyes McCoy	Valarie	Registered Nurse - B.S.N.	UTEP
***-**-1102	Pacheco	Kassandra	Registered Nurse - B.S.N.	UTEP
***-**-2546	Robinson	Bianca	Registered Nurse - B.S.N.	UTEP
***-**-6578	Robles	Claudia	Registered Nurse - B.S.N.	UTEP
***-**-6437	Rodriguez	Krystal	Registered Nurse - B.S.N.	UTEP
***-**-2034	Rojas-Zavala	Selina	Registered Nurse - B.S.N.	UTEP
***-**-6214	Romero	Michelle	Registered Nurse - B.S.N.	UTEP
***-**-7473	Saenz	Andrea	Registered Nurse - B.S.N.	UTEP
***-**-5976	Fernandez	Luis	Registered Nurse - B.S.N.	UTEP
***-**-5145	Sapien	Christopher	Registered Nurse - B.S.N.	UTEP
***-**-0528	Serna	Paloma	Registered Nurse - B.S.N.	UTEP
***-**-5462	Soto	Melinda	Registered Nurse - B.S.N.	UTEP
***-**-4114	Soto	Ricardo	Registered Nurse - B.S.N.	UTEP
***-**-2434	Uratsu	Erica	Registered Nurse - B.S.N.	UTEP
***-**-9212	Uruchurtu	Leslie	Registered Nurse - B.S.N.	UTEP
***-**-8934	Uzochukwu	Chiekwu	Registered Nurse - B.S.N.	UTEP
***-**-6007	Vasquez	Samantha	Registered Nurse - B.S.N.	UTEP
***-**-1126	Vazquez	Ashley	Registered Nurse - B.S.N.	UTEP
***-**-4339	Portillo	Estefania	Registered Nurse - B.S.N.	UTEP
***-**-2590	Yanez	Valeria	Registered Nurse - B.S.N.	UTEP

# City of El Paso

## Impact Fund Year 2 Final Oral Presentation

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City Council Meeting

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March 2, 2021

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# Project Goals

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ACCESS	08
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PERSISTENCE	11
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COMPLETION	12
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JOB PLACEMENT	14
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Contract Term 09-01-2018 to 08-31-2023

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◀ Back

02/22

Next ▶



# Annual Report

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09-01-2019 to 08-31-2020

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In 2018, Project ARRIBA entered into a second, five-year grant agreement with the City of El Paso, Texas to provide workforce and economic development services to El Pasoans.



# Annual Report

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09-01-2019 to 08-31-2020

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The purpose of this Grant will be to create a permanent and sustainable source of local health care professionals, teachers and other demand careers to address the severe shortage in the El Paso, Texas region.



# CREATING ESSENTIAL WORKERS

The COVID-19 pandemic has fueled the need for essential healthcare workers to fight in the front lines in our region's medical facilities as the rate of this deadly infection continues to rise.

Jobs in healthcare offer family sustaining wages, however, most require advanced training.

Supporting postsecondary education programs in this sector is critical to strengthening our workforces' response to this pandemic and will help mitigate future staffing shortages.

Equally important, supporting postsecondary education programs for adults that need additional resources to access employment is critical to our region's economic success.

# Program Impact

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The City of El Paso - Impact Fund in the amount of \$300,000 for Year 2 was leveraged with other federal, state, and local dollars to promote needed job training in this region.

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At the close of Year 2 , Project ARRIBA met and/or exceeded all contract performance measures.

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Program graduates are equipped with the knowledge, skills, and abilities needed to attain meaningful employment that moves them and their families out of poverty.

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## ACCESS

Number of at risk individuals to enter post-secondary training in a demand occupation.

08



## PERSISTENCE

Number of participants that either are active in training or graduated.

11



## COMPLETION

Number of graduates within each contract year.

12



## JOB PLACEMENT

Number of graduates that are placed in family sustaining living wage employment in El Paso, TX

14



# INVESTING IN HUMAN CAPITAL



# ACCESS

Proposed: The program will case manage a total of 365 by the close of Year 2. Of the City Participants sponsored at Project ARRIBA, 60% will be at or below 100% U.S. Department of Health and Human Services Poverty Levels.

Actual Activity: Project ARRIBA case managed 423 participants either enrolled in long-term training or in the process of being job placed. Of the 423 City Participants served, 88% are at or below the poverty level.

In order to exceed the targeted served figure, Project ARRIBA facilitated 37 weekly in-house orientation sessions, 2 community outreach sessions to the public and an additional 2 outreaches and networking sessions targeting a veteran population (including spouses and dependents).

During the contract, our program collaborated with various organizations to include - training providers, school districts, government agencies, community-based organizations, Veterans Affairs, local hospitals and employers.

This resulted in 247 applications submitted during the contract year.



# ACCESS

Of the 423-case managed under the City of El Paso – Impact Fund grant for period September 1, 2018 to August 31, 2020 (24 months), the following demographics are true:

- 83% Female
- 51% with Dependent Children
- Average Age: 30
- 93% Hispanic
- 31% Received Food Stamps





# ACCESS

Proposed: Of the City Participants sponsored at Project ARRIBA, 5 per year will be enrolled in the Grantee's "Bridges to Success", ESL to Living Wage Program. These participants will be at or have completed ESL levels 3-6 and will continue their in- demand training leading to graduation and job placement within a 5-year period.

Actual Activity: 15 Participants were enrolled in the "Bridges to Success" ESL to Living Wage Program.





# PERSISTENCE

Proposed: Maintain an 80% academic retention rate (year-to-year).

Actual Activity: Through Project ARRIBA's innovative case management approach and wrap-around support services, an 92% academic retention rate was achieved.

Case management is comprehensive, and participant centered and provides a valuable service to the training provider needing help retaining and graduating an at-risk student population. Over the course of the grant, case managers were responsible for working with participants to successfully access training and services, monitored participants' progress and effectiveness, and provided counseling and accountability.

Often times throughout the year, our case managers met with training providers to better understand changes within the institution's degree programs. It is precisely this type of information sharing that aids an at-risk population in achieving such high persistence rates.



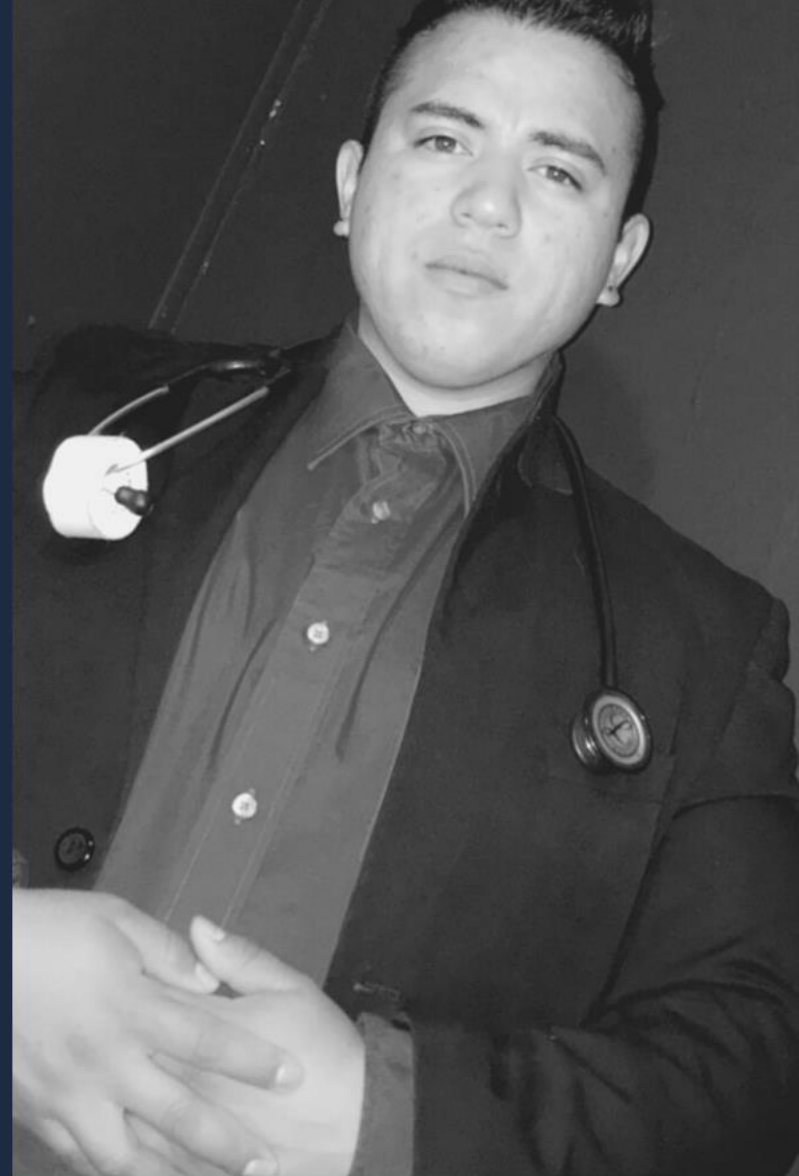
# COMPLETION

Proposed: Graduate at least 60 by the close of Year 2.

Actual Activity: 77 participants have graduated in a high-demand occupation with either a licensed certification, associate degree, or bachelor's degree from the El Paso Community College (EPCC), University of Texas at El Paso (UTEP) or Texas Tech School of Nursing Cumulatively, Project ARRIBA has graduated 140 participants.

Project ARRIBA exceeded the Year 1 & 2 Completion goal.

All graduates were trained at EPCC (77), Texas Tech SON (6) or UTEP (57) and took, on average, 1.62 years to graduate with a postsecondary degree.

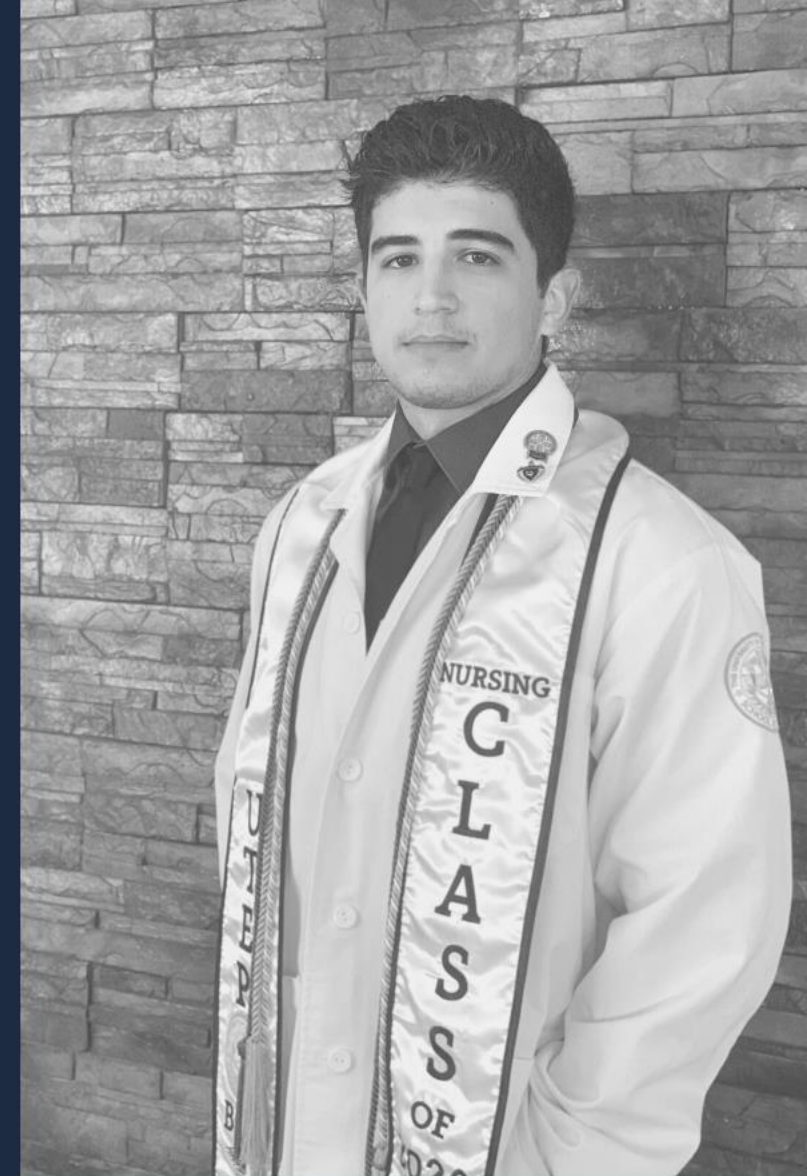




# COMPLETION - 140 Grads

COVID-19 Essential Workers Graduated Over 24 months

- Registered Nurse B.S.N. - 63
- Registered Nurse A.D.N. - 38
- Licensed Vocational Nurse - 25
- Diagnostic Medical Sonography - 2
- Diesel Mechanic - 2
- Medical Lab Tech - 1
- Pharmacy Tech - 2
- Physical Therapist Assistant - 4
- Surgical Technology - 3



# JOB PLACEMENT

Proposed: Job Place at least 50 graduates with wages at or above \$14.00/hour. Grantee will maintain cohesive relationships with Employer Partners and Job Placed Graduates to determine Employer/Employee satisfaction and report at the end of the grant term.

Actual Activity: 58 participants have entered living wage employment as of August 31, 2018, earning on average \$23.85 per hour. Project ARRIBA is maintaining these relationships with employers and graduates.

Cumulatively, Project ARRIBA job placed 122 participants in Year 1 & Year 2 with average hourly earnings of \$23.86. Project ARRIBA exceeded the Year 1 & Year 2 Job Placement goals.

During Year 2 of the contract, case managers facilitated over 50 Vision, Initiative, and Perseverance (VIP) workshop sessions for City of El Paso Impact Funded Project participants. These sessions are designed to complement the participant's standard college coursework, while developing life and work skills needed to succeed.



# Financial Overview

PROVIDING OPPORTUNITIES FOR PEOPLE TO SUCCEED



# Financial Overview

In 2019, \$1,658,518 million in revenues were recognized, including \$1,241,060 in grant revenue, \$416,079 in unrestricted contributions and \$1,379 in other revenue.

Expenses	% Spending	Direct Costs	In-Direct Costs
\$1,519,136	84% PROGRAM 12% ADMIN 4% FUNDRAISE	\$727,809	\$791,327



# SBNG P.C.

SBNG P.C. conducted the financial statement audit and rendered an unmodified opinion.

SBNG stated the financial statements present fairly, in all material respects, the financial position of Project ARRIBA as of December 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**\$68,235**

TUITION

**\$34,531**

BOOKS

**\$30,749**

SCHOOL MATERIALS

**\$10,485**

CHILD CARE

**\$156,000**CASE MANAGEMENT AND CLIENT SERVICE COSTS RELATED  
TO SERVING CITY OF EL PASO RESIDENT PARTICIPANTS.

# Impact Fund Expenditures

Y E A R T W O

# Matching Funds

During Year 2 of the contract term, Project ARRIBA had matching funds of \$372,999 in state and federal grants and \$295,000 in new or increased private investments.

Year 2 matching funds total \$667,999, which exceeds the City Year 2 funds of \$300,000.



## Federal & State

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Wagner Peyser: 9/1/2018 - 8/31/2019, \$143,251  
Texas Adult Career Education Grant Program:  
9/1/2018 - 8/31/2019, \$229,748

**\$372,999**

## Private Funds

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Palo Verde Homes - \$2,500 (9/2019); \$2,500 included as match.  
Anonymous Donor - \$100,000 (1/2020); \$100,000 included as match  
Hervey Foundation - \$5,000 (1/2020); \$5,000 included as match.  
Hunt Family Foundation - \$187,500 (5/2020); \$187,500 included as match.

**\$295,000**

# THANK YOU!

Our great work is only possible through the generosity of our investors and partners like the City of El Paso. On behalf of the participants, board of directors, and staff of Project ARRIBA, thank you for your support.



# Keep in touch

## Mailing Address

1155 Westmoreland, Suite 235  
El Paso, TX 79925

## Email Address

rortiz@projectarriba.org

## Direct Number

(915) 843-4063

## Website

projectarriba.org





Legislation Text

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**File #:** 21-256, **Version:** 1

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

**All Districts**

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

**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.*

Presentation and discussion by Pioneers 21 on their Annual report on status of activities during the fiscal year, use of grant funds and progress in the performance measures required under the agreement executed on November 12, 2019 with the City of El Paso.

**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:** Economic and International Development Department

**AGENDA DATE:** CCA Regular, March 2, 2021

**CONTACT PERSON/PH. No.:** Jessica Herrera, Director 915-212-1624

**DISTRICT(S) AFFECTED:** ALL DISTRICTS

**SUBJECT:**

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

Presentation and discussion by Pioneers 21 on their Annual report on status of activities during the fiscal year, use of grant funds and progress in the performance measures required under the agreement executed on November 12, 2019 with the City of El Paso. (All Districts) [Economic and International Development Department, Jessica Herrera, Director 915-212-1624].

**BACKGROUND / DISCUSSION:**

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

On November 12, 2019, city council approved a grant agreement between the City of El Paso and Pioneers 21. The purpose of the agreement was to provide an incubator and related business development services to appropriate emerging technology and high-growth companies.

**On an annual basis, the applicant must meet five of five performance metrics:**

1. The number of Client Company firms that have achieved Graduate Company status.
  - As of August 31, 2020 – 103
2. Number of people currently employed full-time and part-time by each Client Company and each Graduate Company (FTE's):
  - As of August 31, 2020 – 180
3. Currently monthly salaries and wages paid by each Client Company and each Graduate Company.
  - As of August 31, 2020 – \$26,781.49
4. Gross Revenues for the most recent full year for each Client Company and each Graduate Company
  - As of August 31, 2020 – \$47,354,708
5. Total capital raised or self-invested equity and debt (bank loans, loans from family and friends, revolving loan funds and/or other loans sources) by each Client Company and each Graduate Company
  - As of August 31, 2020 – \$8,248,951

By presenting to Council the Pioneers 21 will be complying with the obligations of applicant listed in the Chapter 380 agreement section 4.I. Obligations of Applicant

**PRIOR COUNCIL ACTION:**

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

Yes, A Chapter 380 Economic Development Program Grant agreement was previously approved by Council on November 12, 2019

**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?**

Impact Fund - \$500,000 over 2 years, not to exceed a maximum of \$250,000 annual payment.

**EXHIBIT E**  
**(Grant Submittal Package Form)**

**PIONEERS 21** believes that it has substantially met its obligations under the Chapter 380 Agreement dated the **12 day of November, 2019**. Pursuant to the Agreement, Applicant submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

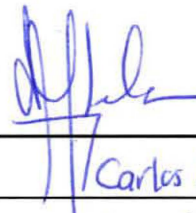
As required by the Agreement, the following information is submitted as documentation required for the **ANNUAL REPORT** for the contract year ending on **8/31/20**.

1. Current Performance Metric Report (if being also submitted on a quarterly or yearly due date).
2. All appropriate and substantiating documents detailing eligible reimbursement amount requested.
3. All contract information as required.

**PIONEERS21**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Carlos A. Martinez Vela  
Executive Director

**ACKNOWLEDGMENT**

STATE OF TX

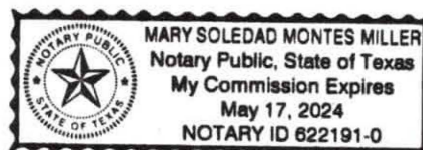
COUNTY OF El Paso


This instrument was acknowledged before me on the 21 day of January, 2021, by **Carlos A. Martinez Vela**, as **Executive Director** of **Pioneers21**.

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

My Commission Expires:

5/17/2024



  
5/17/2024  
Texas

# PIONEERS 21

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December 29, 2020

Ms. Denisse Carter  
Economic and International Development Department, City of El Paso  
123 W Mills Ave. Suite 111  
El Paso, TX 79901

**Re: Annual Report for Pioneers 21, Year 9: 2019-2020  
Outcome Metrics**

Dear Ms. Carter:

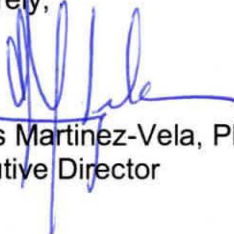
You will find attached to this letter the annual report in the form of Exhibit D (see Annex 1 attached) which includes the outcome metrics for the contract-year covering the period from 9/1/19 to 8/31/20. This report is submitted in accordance with the Chapter 380 Agreement between the City of El Paso and Pioneers 21, Document 19-1007-2514 / 942766, effective November 12, 2019.

For the purposes of calculating the outcome metrics and to have continuity in data collection, reporting and availability, this report builds on the most closely equivalent metrics from prior contract years. Table 2 establishes how outcome metrics reported in Exhibit D build on prior metrics.

For your reference, Table 3 includes the required quarterly performance metrics to the end of the contract year, as previously reported in the FY9 Q4 report. Backup for all events, workshops and seminars has been provided in previous quarterly reports.

The information contained in this report has been compiled and prepared in good faith to the best of my abilities using legacy and currently available data and methods. Please let me know if you have any questions or need additional information. Thank you as always for your guidance and support.

Sincerely,



Carlos Martinez-Vela, Ph.D.  
Executive Director



# PIONEERS 21

**TABLE 1**  
**EXHIBIT D: Outcome Metrics – FY9 2019-2010**  
**Year 9 to 8/31/2020**

<b>PIONEERS 21</b>	<b>Year 3</b> 9/1/2013 - 8/31/2014 Reported	<b>Year 5</b> 9/1/2015 to 8/31/2016 Reported	<b>Year 6</b> 9/1/2016 to 8/31/2017 Reported	<b>Year 7</b> 9/1/2017 - 9/30/2018 Reported	<b>Year 8</b> 9/1/2018 - 9/30/2019 Reported	<b>Year 9</b> 9/1/2019 - 8/31/2020 Reported
1. The number of Client Company firms that have achieved graduate company status <i>Reference: Total # of Client Companies (cum)</i>	26	49	63	74	87	103
2. Number of people currently employed fulltime and part time by each Client Company and Graduate Company <i>Reference: Client Employees Compensated (FTEs-cum)</i>	27	46	117	148	164	180
3. Current monthly salaries and wages paid by each client company and each graduate company <i>Reference: FT Employee Avg Compensation (annual)</i>	\$ 41,733	\$ 38,367	\$ 55,813	\$ 35,200	\$ 33,131	\$ 26,781.49
4. Gross revenues for the most recent full year for each client company and each graduate company <i>Reference: Total Revenue of Client companies (cum)</i>	\$ 7,571,178	\$ 16,949,648	\$ 23,966,790	\$ 27,262,577	\$ 36,324,945	\$ 47,354,708
5. Total capital raised or self-invested equity and debt by each client company and each graduate company <i>Reference: Total Equity Capital Raised or \$ Self Invested</i>	\$ 734,872	Data Not Available	\$ 2,367,532	\$ 4,536,832	\$ 5,115,380	\$ 8,248,951

**TABLE 2**  
**Reference metrics from prior contract years used to calculate outcome metrics**

<b>Exhibit D Outcome Metrics</b> <b>(as described in current contract)</b>	<b>Reference Metrics</b> <b>(from prior contract years)</b>
1. The number of Client Company firms that have achieved graduate company status	Total # of Client Companies (cum)
2. Number of people currently employed fulltime and part time by each Client Company and Graduate Company	Client Employees Compensated (FTEs-cum)
3. Current monthly salaries and wages paid by each client company and each graduate company	FT Employee Avg Compensation (annual)
4. Gross revenues for the most recent full year for each client company and each graduate company	Total Revenue of Client companies (cum)
5. Total capital raised or self-invested equity and debt (bank loans, loans from family and friends, revolving loan funds and/or other loan sources) by each client company and each graduate company	Total Equity Capital Raised or \$ Self Invested



# PIONEERS 21

**TABLE 3**  
**EXHIBIT C: Performance Metrics – FY9 Q4**  
**Year 9 to 8/31/2020**

<b>PIONEERS 21</b>	<b>Year 9 2019-20 Required</b>	<b>Year 9 9/1/2019 - 8/31/2020 Reported</b>
% Revenue from Hub Operations vs Expenses (annual)	12%-16%	14%
Total # of New Client Companies (annual)	10	16
Free Workshops/Seminars/Events	12	20
*Entrepreneur/Innovator @ Workshops/Seminars/Events	400	1198
*Entrepreneur/Innovator Trained	115	434
Micro-Enterprises / SMEs trained	20	21
Targeted audience / sector workshops	6	11
Free roaming workshops	8	10

**BOARD / COMMISSION ACTION:**


Enter appropriate comments or N/A

N/A

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

**DEPARTMENT HEAD:**

Eduardo Garcia

 Digitally signed by Eduardo Garcia  
Date: 2021.02.23 08:13:35 -07'00'



Annual Report to  
El Paso City Council  
March 2, 2021

Carlos Martínez-Vela, Ph.D.  
Executive Director

# Background

**THE HUB OF HUMAN  
INNOVATION, founded in  
2011, became**



**at the end of 2019.**

A Mexican flag is shown waving against a clear blue sky. The flag features vertical stripes of green, white, and red, with the national coat of arms in the center. The text is overlaid on the flag.

# THE U.S.-MEXICO BORDER IS THE LAND OF THE PIONEERS OF THE 21ST CENTURY

JOIN THE MOVEMENT



# Board of directors

- Carlos Amaya, El Paso Community College
- Raymond Baer, WestStar Bank
- Laura Butler
- Tom Fenton, Founder and Advisor, El Paso Inc.
- **Leonard Goodman, President and CEO, Goodman Financial Group (Board Chair)**
- David Jerome, President and CEO, El Paso Chamber of Commerce
- **Cindy Lyons Fields, CPA / Partner, Lauterbach Borschow & Co. (Treasurer)**
- Don Margo, President, Hub International
- Carlos Martinez Vela, Executive Director, Pioneers 21
- Marina Monsisvais, Principal, Barracuda PR
- Ricardo Mora, Founder and CEO, Technology Hub - Juarez
- Lydia Nesbitt-Arronte, Director, CIITA / Instituto Politécnico Nacional - Juarez
- **Melissa Silverstein, Associate General Counsel, Helen of Troy**
- Cary Westin, Deputy City Manager, City of El Paso
- Steven Yellen



Thank you.



## MISSION

**To unleash the creative and economic potential of El Paso... and US-MX border cities.**





CRAFT & FOLK ART MUSEUM, LOS ANGELES

# THE US-MEXICO BORDER PLACE, IMAGINATION, AND POSSIBILITY

# Entrepreneurship & Startups

Growth and reinvention of  
small businesses (SMEs)

Collaboration for economic  
growth and renewal

# 1. Technical assistance (training) for entrepreneurs and small businesses

- ▣ We help and support entrepreneurs, startups, and small businesses to start, launch, and grow.
- ▣ From ideation and business start to acceleration and growth.
- ▣ In all established and emerging industries and sectors.

Innovation & Entrepreneurship Education

Customized Coaching & Mentoring

- ▣ We connect with advisors, investors, business services, and technical assistance.



# Members (2019-20)

A & H Feeds	Agribusiness
Akukast	Digital - Marketing
BoostHuman	Augmented reality
Branding Alliance Media	Marketing
<b>BrightSolTech</b>	<b>Digital - Media</b>
CellNovation Technology Corporation	Healthcare
Cynthia López	Law
<b>E-Dealer Direct</b>	<b>E-Commerce - vehicles</b>
<b>Florence Cattle</b>	<b>Agribusiness</b>
Glide Scooters	Mobility
Her Element Network	Training
Hippie Girl Natural Products	Wellness - consumer
I Tidy	Services
MMChamizal	Media
Monster Movement	Wellness
PAM Eduservices	Training
Persona Signs	Marketing
Phidev / Audisatt	Digital - Accounting
ProSal	Real Estate
Santorini Consulting & Construction	Real Estate
STOA Security	Services
<b>Traffic Tickets 915</b>	<b>Digital - Intermediary</b>
Trusouth Solar	Clean energy



**TheBridge**accelerator

BINATIONAL SUPPLIER DEVELOPMENT PROGRAM

**Maquiladoras buy \$39 billion annually in goods and services. Only 2% is supplied by local businesses. The Bridge helps local businesses tap into this market.**

### THIRD COHORT

- 11 companies
- 75 new jobs • +\$4.4 million in purchase orders
- \$540k investment committed

## 2. EVENTS: Education, inspiration & networking

- Pioneer Conversations

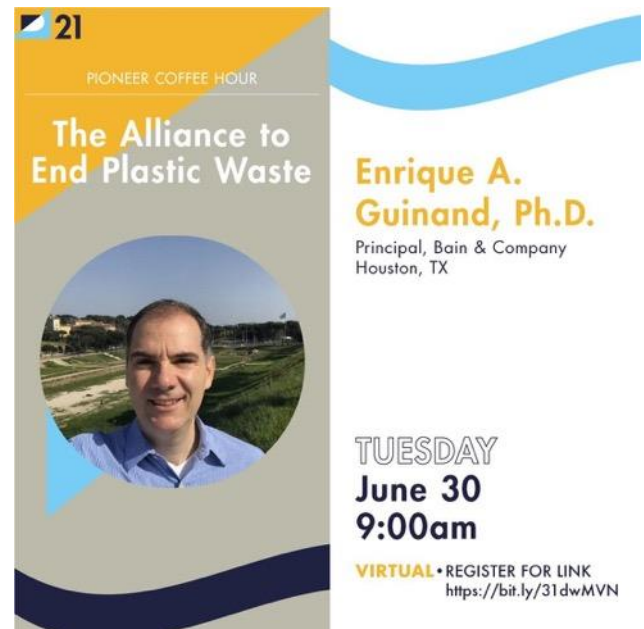
- Luis Fernández
- Emma Schwartz
- Joyce Wilson
- Miguel Fernández
- Verónica Escobar

- Pioneer Coffee Hour

- Capeltic, Nuestro Café
- Alliance to End Plastic Waste

- Pioneer Thursday

- Food and Beverage Entrepreneurship



21  
PIONEER COFFEE HOUR

The Alliance to End Plastic Waste

**Enrique A. Guinand, Ph.D.**  
Principal, Bain & Company  
Houston, TX

**TUESDAY**  
**June 30**  
**9:00am**

**VIRTUAL** • REGISTER FOR LINK  
<https://bit.ly/31dwMVN>



## SWEET SUCCESS

### EL PASO COMPANY DISTRIBUTES 2.4B JARRITOS SODAS A YEAR

■ By Sara Sanchez / El Paso Inc. staff writer

Luis Fernandez remembers the first time he tried Jarritos. It was the mid-80s and he was standing in a Los Angeles warehouse with one of his customers who handed him a room-temperature bottle of the tamarind flavor.

It wasn't quite his favorite.

"I had never seen (Jarritos) in my life," Fernandez said. "He opened up the bottle, I tasted it and said, 'What? You want this? You really want this?' He said to bring him anything I get. I went back to

Mexico and started looking for the product."

A couple of decades later, Fernandez is the CEO of Novamex, an El Paso company that owns the Jarritos brand and distributes the popular Mexican soft drink to 39 countries. Novamex is headquartered in Downtown El Paso and employs about 1,000 people at its facilities in both the United States and Mexico.

Last week, Fernandez sat down with Carlos Martínez-Vela, president and CEO of the Hub of Human Innovation, for a Pioneer Conversation discussion on Novamex, entrepreneurship in the borderland, and market trends for the food and beverage industry.

Jarritos are ubiquitous in El Paso, sometimes seen in colorful

rows in a corner store fridge or accompanied by a plate of barbacoa tacos at taco joints. And



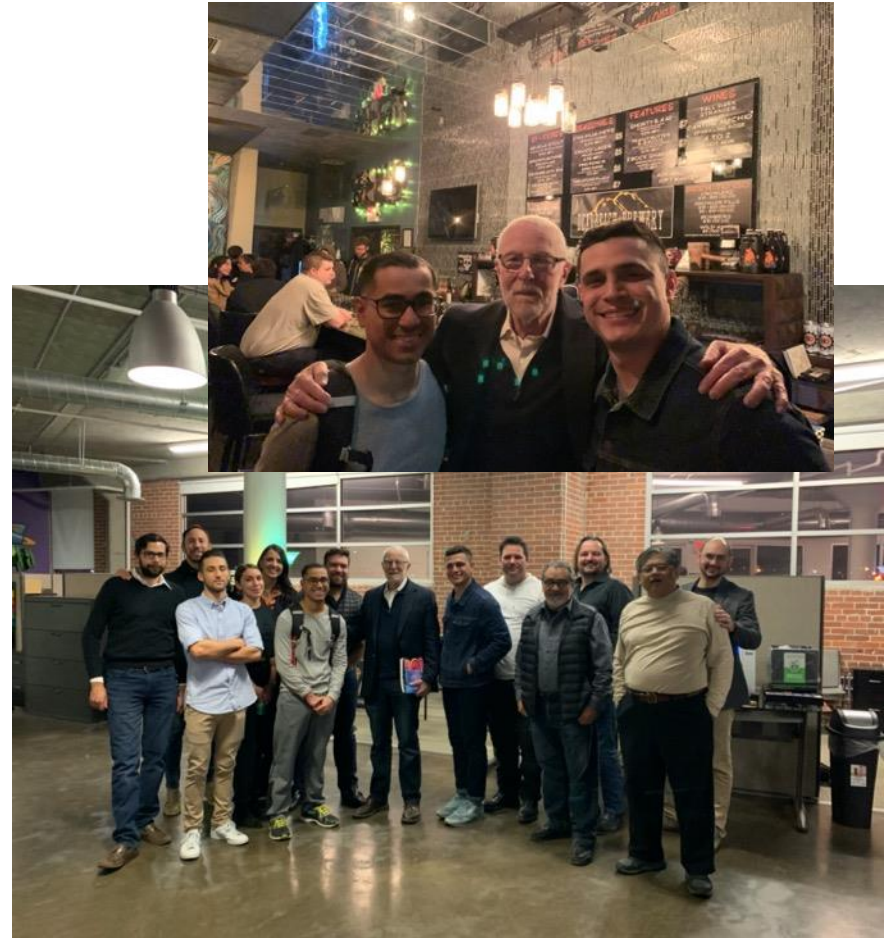
## PIONEER CONVERSATION





# 3. Outreach and civic engagement

- Border Tuner – Techs Mechs
  - Augmented Reality Outreach
  - Rafael Lozano-Hemmer @ P21
- Holiday Party and Open House
- Visit of Prof. Michael Piore (MIT)
  - NAFTA Seminar & UTEP
  - Meet and greet at Pioneers 21
- MassChallenge Texas
- Mexico – US Sister Cities Summit
- Regional Community Conversations
  - NMSU Arrowhead, MCA, Technology Hub, Pioneers 21
- Congressional Startup Day
- El Paso Profile @ #Startups Everywhere
- Border Innovation Challenge (San Diego-Tijuana)









# 2019 EL PASO INNOVATION AWARDS SUNRISE BREAKFAST

The Hub of Human Innovation cordially invites you to celebrate individuals whose vision and leadership have created novel opportunities for growth and prosperity in our region.

This year we honor

**Dr. Diana Natalicio**  
Lifetime Innovation Award

**Cathy Chen**  
**Fab Lab El Paso**  
Innovation Award

**Ricardo Mora**  
**Technology Hub**  
Innovation Award



# Performance Metrics (9/1/19 to 8/31/20)

	Required	Actual 8/31/20
% Programs Revenue	12-16 %	14 %
# of New Companies	12	16
# Workshops + Events	12	20
# Entrepreneur / Innovator @ Workshops + Seminars	400	1198
# Entrepreneur / Innovator Trained	115	434
Micro-Enterprises / SMEs trained	20	21
Targeted audience / sector workshops	6	11
Roaming workshops	8	10

\*Annual average for compensated employees (FTE) for reporting members.

# Outcome Metrics

## (9/1/19 to 8/31/20)

	2017-18	2018-19	2019-20
Total # of Client Companies (cum)	74	87	103
Client Employees Compensated (FTEs-cum)	148	164	180
FT Employee Avg* Compensation (annual)	\$ 35,200	\$ 33,131	\$ 26,781
Total Revenue of Client companies (cum)	\$ 27.3 million	\$ 36.3 million	\$ 47.4 million
Total Capital Raised or Self Invested	\$ 4.5 million	\$ 5.1 million	\$ 8.3 million

\*FT Employee Average Compensation not to be taken literally. Entrepreneurs and early-stage companies usually do not pay themselves a salary or pay very little to founders and first employees. This fact invariably distorts this figure. This metric is more appropriate when a company establishes operations in town and salaries/wages are known a priori.



## **2021 Priority**

To be part of our City's **economic recovery** by providing the best possible technical assistance for:

- **Entrepreneurs** to start and grow businesses, and for
- **Small businesses** to survive, reinvent, and grow.

**A major upgrade to how we do technical assistance (training, coaching, mentoring) for entrepreneurs and small businesses**

**In the works...**



**Interactive  
Learning  
Community**

**Learning  
Space &  
Virtual  
Community**

- Create and manage online courses.
- Deliver online group and individual courses for companies seeking to improve strategy, business models.
- Learn core business skills (i.e. digital transformation, accounting, etc.)
- Live, virtual coaching sessions and live chat support.
- Collaborative methodologies.
- Community-building in specific sectors to share ideas and explore business opportunities.

## **Interactive Learning Community**

Rethinking training,  
coaching, and  
mentoring

**Cohort-based,  
structured,  
specialized,  
& SCALABLE**

**On-demand,  
customized,  
individualized**

- **From a goal of 12 companies / entrepreneurs per year, to 20-40 per cohort.**
- **3-4 cohorts per year.**





## Join E-DealerDirect and Become Part of the Team!

E-Dealer Direct is a fast growing startup serving the financial and automotive spaces. We have an ever expanding need for talented individuals to add to the team. Our need ranges from vehicle onboarders to software engineers. Feel free to send your resume to [victor@edealerdirect.com](mailto:victor@edealerdirect.com) if you think you could add value to the company in any way.

### Javascript Software Engineer

**Last Updated:** Jan 14th, 2020

[Read More »](#)

### Software Engineer Intern

**Last Updated:** Jan 14th, 2020

[Read More »](#)

# Thank you... and stay tuned



Carlos Martínez-Vela, Ph.D.  
Executive Director  
[carlos@pioneers21.org](mailto:carlos@pioneers21.org)  
+1.915.321.3124



Legislation Text

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**File #:** 21-233, **Version:** 1

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

**All Districts**

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.*

Discussion and action on the approval of a Resolution to authorize the Director of Aviation to sign and submit a grant application and related documentation to the Federal Aviation Administration (FAA), and be designated the official representative of the City of El Paso to act in connection with the application process for the Airport Improvement Program (AIP) Project No. 3-48-0077-043-2021. That upon approval and issuance of such grant by the FAA, the City Manager be authorized to accept and sign the grant agreement, any related grant modifications, and other necessary documents when the form and substance of those documents has been reviewed and approved by the City Attorney's office, and that such authorization will include the ability to accept and sign multiple agreements and documents, as the FAA grant may be issued in various disbursements. That the City Manager be authorized to approve and sign any and all documentation, to include budget transfers, in connection with this grant. The total grant amount shall include a federal estimated share of \$5,000,000 and an estimated match of \$2,000,000, to be paid for with Airport Enterprise Funds, for a multi-year overall projects cost of \$7,000,000 for the following projects: Reconstruct TWY "K2" & "J" North of TWY "K", Remove K1, & New Connectors from Ramp to TWY "J".

**BACKGROUND / DISCUSSION:**

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

The Department of Aviation is submitting this FAA grant application for FY2021 entitlements for the following projects:

- Reconstruct TWY "K2" & "J" North of TWY "K", Remove K1, & New Connectors from Ramp to TWY "J"

This specific grant application will be in the amount of \$5,000,000, with a match of \$2,000,000, to be paid for with Airport Enterprise Funds.

The total cost of the projects is estimated to be \$7,000,000. These entitlements are programmed to be paid, in part, as reimbursement funds over the fiscal year. The overall project costs and funding sources are as follows:

<b>Project</b>	<b>AIP Funds</b>	<b>Airport Enterprise Funds</b>	<b>Total Project Cost</b>
Reconstruct TWY "K2" & "J" North of TWY "K", Remove K1, & New Connectors from Ramp to TWY "J"	\$5,000,000	\$2,000,000	\$7,000,000
<b>Total</b>	<b>\$5,000,000</b>	<b>\$2,000,000</b>	<b>\$7,000,000</b>

**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 Aviation Administration Airport Improvement Program Grants - \$5,000,000

Airport Enterprise Funds - \$2,000,000

\*\*\*\*\*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:** Aviation

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, PE – Director of Aviation – 212-7301

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOALS:** No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development

**SUBJECT:**

Approval of a resolution to authorize the Director of Aviation to sign and submit a grant application and related documentation to the Federal Aviation Administration (FAA), and be designated the official representative of the City of El Paso to act in connection with the application process for the Airport Improvement Program (AIP) Project No. 3-48-0077-043-2021. That upon approval and issuance of such grant by the FAA, the City Manager be authorized to accept and sign the grant agreement, any related grant modifications, and other necessary documents when the form and substance of those documents has been reviewed and approved by the City Attorney's office, and that such authorization will include the ability to accept and sign multiple agreements and documents, as the FAA grant may be issued in various disbursements. That the City Manager be authorized to approve and sign any and all documentation, to include budget transfers, in connection with this grant. The total grant amount shall include a federal estimated share of \$5,000,000 and an estimated match of \$2,000,000, to be paid for with Airport Enterprise Funds, for a multi-year overall projects cost of \$7,000,000 for the following projects: Reconstruct TWY "K2" & "J" North of TWY "K", Remove K1, & New Connectors from Ramp to TWY "J".

**BACKGROUND / DISCUSSION:**

The Department of Aviation is submitting this FAA grant application for FY2021 entitlements for the following projects:

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The total cost of the projects is estimated to be \$7,000,000. These entitlements are programmed to be paid, in part, as reimbursement funds over the fiscal year. The overall project costs and funding sources are as follows:

Project	AIP Funds	Airport Enterprise Funds	Total Project Cost
Reconstruct TWY "K2" & "J" North of TWY "K", Remove K1, & New Connectors from Ramp to TWY "J"	\$5,000,000	\$2,000,000	\$7,000,000
<b>Total</b>	<b>\$5,000,000</b>	<b>\$2,000,000</b>	<b>\$7,000,000</b>

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Federal Aviation Administration Airport Improvement Program Grants - \$5,000,000

Airport Enterprise Funds - \$2,000,000

**BOARD / COMMISSION ACTION:**

N/A

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

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_  
(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## RESOLUTION

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

That the Director of Aviation be authorized to sign and submit a grant application and related documentation to the Federal Aviation Administration (FAA) and be designated the official representative of the City of El Paso to act in connection with the application process for the Airport Improvement Program (AIP) Project No. 3-48-0077-043-2021;

That upon approval and issuance of such grant by the FAA, the City Manager be authorized to accept and sign the grant agreement, any related grant modifications, and other necessary documents when the form and substance of those documents have been reviewed and approved by the City Attorney's Office, and that such authorization will include the ability to accept and sign multiple agreements and documents, as the FAA grant may be issued in various disbursements;

That the City Manager be authorized to approve and sign any budget transfers needed to establish appropriations in connection with this grant, and

That the total grant amount shall include a federal estimated share of \$5,000,000.00 and an estimated match of \$2,000,000.00 to be paid for with Airport Enterprise Funds for the following projects:

- Reconstruct TWY "K2" & "J" North of TWY "K", Remove K1, & New Connectors from Ramp to TWY "J"

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

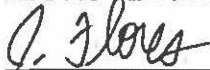
CITY OF EL PASO

ATTEST:

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

\_\_\_\_\_  
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



Legislation Text

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File #: 21-260, Version: 1

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

**All Districts**

Capital Improvement Department, Sam Rodriguez, (915) 212-1808

**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.*

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Engineering 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 FIVE NODE INTERSECTION REMEDIATION"**, for an amount not to exceed \$902,225.00; and

That the City Manager or Designee be authorized to approve up to \$50,000.00 in additional professional engineering services for a total contract amount of \$952,225.00; and

That the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement.

**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 El Paso International Airport is designing a reconfiguration of the current intersection of Taxiways G, H, and J and the Runway 8R approach, as well as the construction of a new taxiway network that simplifies the paths of travel and brings into compliance with FAA standards. Airfield lighting and signage improvements will also be included.

Garver, LLC was selected with the City approved A/E Selection process and they are recommended as the most qualified consultant. The A/E Selection summary is attached.

**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?*

\$902,225.00 - FAA CARES Match and FAA Grant Funds

**\*\*\*\*\*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:** March 2, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, City Engineer, (915) 212-1808

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 1: Create and Environment Conducive to Strong, Sustainable, Economic Development

**SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Engineering 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 FIVE NODE INTERSECTION REMEDIATION"**, for an amount not to exceed \$902,225.00; and

That the City Manager or Designee be authorized to approve up to \$50,000.00 in additional professional engineering services for a total contract amount of \$952,225.00; and

That the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement.

**BACKGROUND / DISCUSSION:**

The El Paso International Airport is designing a reconfiguration of the current intersection of Taxiways G, H, and J and the Runway 8R approach, as well as the construction of a new taxiway network that simplifies the paths of travel and brings into compliance with FAA standards. Airfield lighting and signage improvements will also be included.

Garver, LLC was selected with the City approved A/E Selection process and they are recommended as the most qualified consultant. The A/E Selection summary is attached.

**SELECTION SUMMARY:**

Solicitation was advertised on September 10, 2020. The email with Request for Qualifications (RFQ) notification was sent out on September 10, 2020. Three (3) Statements of Qualification were received; two (2) were from local firms.

**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:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

\$902,225.00 – FAA CARES Match and FAA Grant Funds

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

*Jerry DeMuro/for*  
\_\_\_\_\_  
Sam Rodriguez, P.E., City Engineer



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

## EVALUATION COMMITTEE SCORE SUMMARY

SOLICITATION# 2020-1522R  
ENGINEERING SERVICES - FIVE NODE INTERSECTION REMEDIATION

	GARVER	PARKHILL, SMITH & COOPER	RS&H
Rater #1	82	74	78
Rater #2	65	54	64
Rater #3	84	75	81
Total Score	231	203	223



## 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 Engineering 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 FIVE NODE INTERSECTION REMEDIATION**”, for an amount not to exceed \$902,225.00; and

That the City Manager or Designee be authorized to approve up to \$50,000.00 in additional professional engineering services for a total contract amount of \$952,225.00; and

That the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.


### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor


### ATTEST:

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

### APPROVED AS TO FORM:

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

### APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **GARVER, LLC**, an Arkansas Limited Liability Company, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform Professional Engineering Services for the project known as “**EL PASO INTERNATIONAL AIRPORT FIVE NODE INTERSECTION REMEDIATION**”, hereinafter referred to as the “**Project**”, as further described in **Attachments “A”**; and

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

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

**ARTICLE I.  
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II.  
PROJECT**

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

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

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

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

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

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

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

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **\$902,225.00** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

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

Payments to the Consultant shall be made pursuant to **Attachment “D”**.

**3.2 CONSULTANT’S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

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

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

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

**3.4 PROJECT CONSTRUCTION BUDGET AND TIME.** The Consultant acknowledges that the total construction budget is \$25,000,000.00. Project funding will include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

## ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- 4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.
- 4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.
- 4.3 TERMINATION.** This Agreement may be terminated as provided herein.
- 4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
- 4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

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

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

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

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

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

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

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



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

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

**6.1.2 DBE GOOD FAITH EFFORTS.** The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to

submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

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

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

**6.2 TERMINATION FOR CANCELLATION OF GRANT.** Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

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

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
  - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE VII. GENERAL PROVISIONS**

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

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

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

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

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

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

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

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

#### **7.6 CONTRACTING INFORMATION**

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

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

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



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

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

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

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

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

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
---------------	--

With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	GARVER, LLC Attn: Frank McIlwain 221 N. Kansas Street, Suite 700 El Paso, Texas 79901
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

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

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

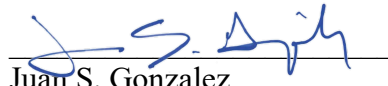
*(Signatures Begin on Following Page)*

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


**CITY OF EL PASO:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by **Tomás González**, as **City Manager** of the **City of El Paso**, Texas.

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

**My commission expires:**

\_\_\_\_\_

*(Signatures Continue of Following Page)*

**CONSULTANT:**

GARVER, LLC, an Arkansas limited liability company

By: 

**Frank McIlwain**

Title: Vice President

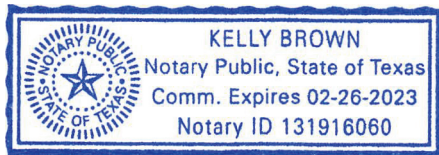
**ACKNOWLEDGEMENT**

THE STATE OF Texas §

§

COUNTY OF Collin §

This instrument was acknowledged before me on this 25th day of February, 2021, by **Frank McIlwain** as Vice President of **GARVER, LLC**, an Arkansas limited liability company, on behalf of said company.



  
Notary Public, State of Texas

**My commission expires:**

02-26-2023

**ATTACHMENT “A”  
SCOPE OF SERVICES**



## **APPENDIX A (SCOPE OF SERVICES)**

Generally, the Scope of Services includes the following professional services for improvements to the Five Node Intersection Remediation at El Paso International Airport. Improvements will consist primarily of reconfiguration of the existing TW D, F, G, H, and extended Runway 8R pavement to improve traffic flow and improve safety in the area identified in Exhibit 1.

- Geotechnical Services
- Surveying Services
- Drainage Services
- Design Services
  - 30% Preliminary Design
  - 60% Pre-Final Design
  - 90%/100% Final Design
- Bidding Services

### **A.1 Geotechnical Services**

STL Engineers & Laboratories (STL) as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.

STL will provide services as provided within Exhibit 2.

### **A.2 Surveying Services**

#### **A.2.1 Design Surveys**

Barragan and Associates, Inc. as a subconsultant to Garver, will be responsible for providing field survey data from field work for designing the project, and this survey will be tied to the Owner's control network. Survey team members will be escorted by Owner's staff.

Barragan and Associates, Inc. will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours / between the hours of 7:00 am. and 4:00 pm.

Barragan and Associates will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

#### **A.2.2 Property Surveys**

Not Applicable

#### **A.2.3 Easement Development**



Not Applicable

### **A.3 Drainage Analysis**

Garver will develop hydrologic and hydraulic models of the airfield drainage system within the project limits for the 100-year storms. Modeling methodology and parameters will be selected in accordance with standard engineering practice and Owner standards. Modeling parameters, such as areas, slopes, drainage paths, distances, etc. will be obtained from surveys, planimetric contour maps and aerial photos and verified by field investigation.

A pre-development model will be developed to include drainage infrastructure that is known to be functional. Damaged or non-functional drainage infrastructure will not be included in the pre-development model. Garver will also develop a post-development model to manage runoff from the project site. The post-development model may include the expansion of the existing detention areas as well as potential onsite mitigation options.

### **A.4 Design Services**

#### **A.4.1 General**

Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.

#### **A.4.2 Owner / Agency Coordination**

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

##### ***A.4.2.1 Reimbursable Agreement***

Garver will assist with the development of a new FAA design and/or construction Reimbursable Agreement(s) (RA) for the FAA facilities construction work required by the applicable work within the project limits. The design RA will require coordination work responsibilities directly with the appropriate FAA lead planner or other personnel prior to design services. The construction RA will require execution prior to bidding to coordinate FAA Resident Engineer (RE) services within the construction schedule.

##### ***A.4.2.2 Modifications to Standard***

Garver will develop a modification to standard (MOS) for FAA standard specifications as required. Garver will prepare the necessary MOS documentation for submission to the FAA through the Airport Data and Information Portal (ADIP). Documentation will include details of the defined standard, why the standard cannot be met, viable alternatives, and any necessary restrictions associated with the MOS.

##### ***A.4.2.3 Separate Procurement for Special Systems***





Garver will assist with the development of separate procurement documents required by the AIP Handbook including such duties as assembling initial scope of work, equipment procurement requirements, design reviews, cost estimating, and reviewing the manufacturers/system installers invoices and scope of work documents to support the project. This work includes the required correspondence duties with the FAA ADO and PM as outlined in the AIP Handbook.

#### A.4.3 Quality Control

Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior construction observer and project manager. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

#### A.4.4 Environmental Coordination

Garver will develop a Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details. Prior to construction, the contractor will submit the SWPPP and NOI shall be submitted to the Texas Commission of Environmental Quality (TCEQ) for permitting.

Garver understands that a CATEX has been completed and approved for this project.

#### A.4.5 Airspace Analysis

Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

#### A.4.6 Construction Safety and Phasing Plan

Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

#### A.4.7 Existing Conditions Review

##### A.4.7.1 *Record Document Review*

Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

##### A.4.7.2 *Site Visits*



Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

#### A.4.8 Pavement Design

Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Airport Operator, Airport Master Plan, and Traffic Flow Management System Counts (TFMSC). Upon completion of the aircraft fleet mix, Garver will submit the fleet to the Owner for review. Upon approval by the Owner, Garver will use FAARFIELD and life cycle cost analysis methods to develop a recommendation for the most economical pavement design. Based on this analysis and discussions with the Owner, a pavement design for the project will be chosen. For concrete pavement design, Garver will design joint patterns and jointing details.

#### A.4.9 Geometric Design

Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards.

#### A.4.10 Modeling

Garver will develop preliminary vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each taxiway and apron alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most efficient design solution.

#### A.4.11 Grading and Drainage

Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

#### A.4.12 Airfield Electrical

##### *A.4.12.1 Airfield Lighting and Signage*

Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: runway/taxiway edge lighting, guidance signage, electrical vault modifications, and updates to the Airfield Lighting Control and Monitoring System (ALCMS). Updates to the ALCMS layout will be procured outside of the construction contract in order to comply with FAA procurement protocol.

##### *A.4.12.2 NAVAIDS*

Garver will provide electrical engineering services for the construction / relocation of FAA facilities, including FAA communications cable and electrical cable. Design meetings will be coordinated per Airport RA requirements with FAA NAVAIDS, FAA Communications, and local FAA SSC teams for a coordinated design package. FAA drawings, details, and technical specifications will be reviewed and incorporated into the project.

#### A.4.13 Utility Design and Coordination



It is expected that the following utilities may require vertical relocation / modification as part of the project. Garver will coordinate with the Owner and applicable utility owners for utility relocation design. In addition to the utilities listed below, Garver will also design infrastructure for future utility extensions.

- FAA Communication Cables
- FAA Electrical
- EPIA Electrical

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

#### A.4.14 Specifications and Contract Documents

##### *A.4.14.1 Technical Specifications*

Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

##### *A.4.14.2 Construction Contract Documents*

Garver will provide proposal forms, instruction to bidders, general conditions, special conditions, and technical specifications for incorporation into City of El Paso Standard Contract. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

#### A.4.15 Engineer's Report

Garver will prepare an Engineer's Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:

- Executive Summary
- Project Background
- Existing Conditions
  - Site Survey
  - Geotechnical Investigation
  - Project Photographs
- Applicable AIP Standards
- Construction Safety and Phasing
- Geometric Design
- Pavement Design
- Drainage Design
- Airfield Lighting and Signage
- NAVAIDS



- Pavement Markings
- Environmental Considerations
- Utility Design
- Miscellaneous Design Items
- Modifications to AIP Standards
- Non-AIP-Eligible Work Items
- DBE Participation
- Project Schedule
- Engineer's Opinion of Probable Cost
- Appendices

#### A.4.16 Quantities and Engineer's Opinion of Probable Cost.

Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

#### A.4.17 Design Services Submission and Meeting Summary

The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

##### *A.4.17.1 30% Preliminary Design*

Garver will develop 30% Preliminary Engineering Report and submit to the Owner for review. It is anticipated that the Owner will review the design submission within two weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the 30% Preliminary Design Report and to receive Owner comments and direction.

##### *A.4.17.2 60% Pre-Final Design*

Garver will develop 60% preliminary design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within two weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the 60% preliminary design plans, specifications, and engineer's report and to receive Owner comments and direction.

##### *A.4.17.3 90% Final Design*

Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within two weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

##### *A.4.17.4 100% Issued for Bid (IFB)*



Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.

#### **A.5 Bidding Services**

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend a pre-bid conference. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will prepare a bid tabulation and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

#### **A.6 Construction Administration Services**

Not Applicable

#### **A.7 On-Site Resident Project Representative Services**

Not Applicable

#### **A.8 Materials Testing Services**

Not Applicable

#### **A.9 Project Closeout Services**

Not Applicable

#### **A.10 Project Deliverables**

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. 30% Preliminary to the Owner.
  - a. Ten hard copies to the Owner.
2. 60% Preliminary Design Plans, Specifications, and Report to the Owner.
  - a. Ten hard copies to the Owner.
3. 90% Final Design Plans, Specifications, and Report to the Owner.
  - a. Ten hard copies to Owner
4. 100% Issued for Bid Plans, Specifications, and Report to the Owner.
  - a. Three hard copies to the Owner for approval
  - b. Ten hard copies to Owner



5. Issued for Construction Plans and Specifications to the Owner.
  - a. One hard copy of all addenda.
6. Construction Management Plan to the Owner and FAA
7. Approved submittals to the Contractor.
8. Record Plans and Specifications to the Owner and FAA.
  - a. One hard copy to the Owner.
9. Other electronic files as requested.

#### **A.11 Additional Services**

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Front end specifications and construction contract. Garver will provide proposal forms, instruction to bidders, general conditions, special conditions, and technical specifications for incorporation into City of El Paso Standard Contract.
3. Deliverables beyond those listed herein.
4. Design of any utility relocation.
5. Utility Relocation beyond lowering or raising existing profiles.
6. Utility Easement Development
7. Engineering, architectural, or other professional services beyond those listed herein.
8. Retaining walls or other significant structural design.
9. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to TCEQ.
10. Attendance of Bid Opening.
11. On-Site Construction Observation, Construction Materials Testing, and Project Closeout Services.
12. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
13. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
14. Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
15. Utility Record Drawings developed for Franchise Utilities.
16. Construction Administration Services
17. Project Construction Staking and Layout

#### **A.12 Schedule**

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



**ATTACHMENT “B”  
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**



**Appendix B**  
**El Paso International Airport**  
**Five Node Intersection Remediation**  
**Garver Hourly Rate Schedule: July 2020 - June 2021**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1.....	\$ 129.13
E-2.....	\$ 153.04
E-3.....	\$ 179.83
E-4.....	\$ 212.34
E-5.....	\$ 261.13
E-6.....	\$ 322.34
E-7.....	\$ 387.00
<b>Planners / Environmental Specialist</b>	
P-1.....	\$ 164.00
P-2.....	\$ 185.57
P-3.....	\$ 221.00
P-4.....	\$ 232.00
P-5.....	\$ 268.00
P-6.....	\$ 306.00
P-7.....	\$ 370.00
<b>Designers</b>	
D-1.....	\$ 122.00
D-2.....	\$ 135.83
D-3.....	\$ 164.00
D-4.....	\$ 192.00
<b>Technicians</b>	
T-1.....	\$ 104.00
T-2.....	\$ 135.83
T-3.....	\$ 192.00
<b>Surveyors</b>	
S-1.....	\$ 65.00
S-2.....	\$ 77.00
S-3.....	\$ 107.00
S-4.....	\$ 147.00
S-5.....	\$ 194.00
S-6.....	\$ 226.00

2-Man Crew (Survey).....	\$ 234.00
3-Man Crew (Survey).....	\$ 299.00
2-Man Crew (GPS Survey).....	\$ 254.00
3-Man Crew (GPS Survey).....	\$ 319.00

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**Construction Observation**

C-1.....	\$ 115.00
C-2.....	\$ 145.00
C-3Senior Construction Observer.....	\$ 175.00
C-4.....	\$ 226.00

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**Management/Administration**

M-1.....	\$ 387.00
X-1.....	\$ 78.00
X-2.....	\$ 100.00
X-3.....	\$ 160.00
X-4.....	\$ 189.00
X-5.....	\$ 199.00
X-6.....	\$ 236.00
X-7.....	\$ 279.00

Agreement for Professional Services  
Five Node Intersection Remediation

Garver Project No. 20A25600

## Appendix B

### El Paso International Airport Five Node Intersection Remediation

#### FEE SUMMARY

<b>Title I Service</b>	<b>Estimated Fees</b>
<i>Geotechnical Services (DBE)</i>	\$ 89,796.00
<i>Surveying (DBE)</i>	\$ 47,250.00
<i>Drainage (MCi)</i>	\$ 58,079.00
Preliminary Design	\$ 158,200.00
Pre-Final Design	\$ 168,300.00
Final Design	\$ 162,600.00
Bidding Services	\$ 9,900.00
<b>Subtotal for Title I Service</b>	<b>\$ 694,125.00</b>
 <b>Title II Service</b>	 <b>Estimated Fees</b>
Construction Phase Services	\$ 208,100.00
<b>Subtotal for Title II Service</b>	<b>\$ 208,100.00</b>
 <b>Total All Services</b>	 <b>\$ 902,225.00</b>

## Appendix B

### El Paso International Airport Five Node Intersection Remediation

#### PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	C-3 Senior Construction Observer	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Project/Subconsultant Management	2	16						
Owner Coordination		20						
Internal Weekly Progress Meetings (9 Meetings)		9		18	9	9		9
Pre-Design Kickoff Meeting Preparation		2		2				
Pre-Design Kickoff Meeting		10		10				
Schedule Updates		9						
Develop Project Quality Control Plan	2	4		8				
Quality Control Audit	2							
Submittals to Owner/FAA		2						
<b>Subtotal - Project Management</b>	<b>6</b>	<b>72</b>	<b>0</b>	<b>38</b>	<b>9</b>	<b>9</b>	<b>0</b>	<b>9</b>
<b>2. Civil Engineering</b>								
Analyze Survey Data				2		6		12
Analyze Geotechnical Data		2		8				
Site Visits (1 Visit)		8		8				
Utility Coordination and Review		2		8				
Review Existing Environmental Documentation		2		2				
Base Map File Setup				2				12
Record Document Review						8		8
Conceptual Horizontal Alignments		1		12	12	36		20
Conceptual Vertical Alignments		1		12	12	36		20
Conceptual Assembly Setup		1		2		8		12
Conceptual Corridor Model		1		12	16	48		
Conceptual Construction Safety and Phasing Plan		8		8		16		48
<b>Preliminary Engineer's Design Report</b>								
Report Graphics								8
Preliminary Pavement Design				2	12			
Preliminary Quantities				4		8		8
Preliminary Opinion of Probable Cost		4		8	12			
Report Narrative Draft		2		8	12			
Draft Report QC Review		8		4				
Prepare for and present Preliminary Engineer's Design Report to Airport/FAA		4		6	4	4		
Revise and Finalize Report		2		8	8	12		
Final Report QC Review	4	12		8				
FAA and Airport Coordination		10						
<b>Subtotal - Civil Engineering</b>	<b>4</b>	<b>68</b>	<b>0</b>	<b>124</b>	<b>88</b>	<b>182</b>	<b>0</b>	<b>148</b>

<b>3. Electrical Engineering</b>								
Records Research and Review				4		12		
CCR Load Calculations				2		16		
<b>Conceptual Lighting and Signage Plans</b>								
Taxiway Lighting and Sign Removal	1			2		4		
Taxiway Edge Lighting Layout	1			4		16		
Guidance Sign Installation Layout	1			4		8		
ALCMS Coordination and Analysis				4		4		
Quantities and Opinion of Probable Cost	1			4		8		
Airport and FAA Coordination				8				
QC Review	2			8				
Draft Report				8		16		
Final Report				4		12		
Coordination with Airport, ATCT, and ALCMS Manufacturer (1 site visit)				10				
<b>Subtotal - Electrical Engineering</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>62</b>	<b>0</b>	<b>96</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>16</b>	<b>140</b>	<b>0</b>	<b>224</b>	<b>97</b>	<b>287</b>	<b>0</b>	<b>157</b>
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**SUBTOTAL - SALARIES:** **\$155,768.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$332.00
Postage/Freight/Courier	\$200.00
Office Supplies/Equipment	\$150.00
Airfare	\$1,050.00
Mileage/Tolls/Parking	\$150.00
Hotels	\$300.00
Meals	\$150.00
Rental Car	\$100.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$2,432.00**

**SUBTOTAL:** **\$158,200.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$158,200.00**



## Appendix B

### El Paso International Airport Five Node Intersection Remediation

#### PRE-FINAL DESIGN

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	C-3 Senior Construction Observer	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Project/Subconsultant Management	2	20						
Owner Coordination		20						
Internal Weekly Progress Meetings (11 Meetings)	5	11		22	11	11		11
Schedule Updates		10						
Quality Control Audit	2							
Submittals to Owner/FAA		2						4
<b>Subtotal - Project Management</b>	<b>9</b>	<b>63</b>	<b>0</b>	<b>22</b>	<b>11</b>	<b>11</b>	<b>0</b>	<b>15</b>
<b>2. Civil Engineering</b>								
Horizontal Alignments		1		2	4	8		
Vertical Alignments		1		4	4	16		
Corridor Model		1		12	8	32		
<b>Preliminary Plans (60%)</b>								
Cover Sheet								1
Sheet Index								2
Summary of Quantities				2				2
General Project Layout				1				4
Survey Control Plans				1				8
General Notes				1		4		2
CSPP Sheets		2		8	16	4		24
Existing Conditions Sheets				2				20
Erosion Control Sheet Review				4				
Demolition Sheets				2				20
Storm Drain Sheet Review				4				
Typical Sections				2		4		16
Plan and Profile Sheets		2		2		8		24
Grading Sheets		2		4		8		20
Joint Layout Sheets		1		4	16	4		12
Pavement Marking Sheets		1		2		12		20
Blast Wall Sheets		1	8	2		4		8
Cross Section Sheets				2		12		24
General Sheet Review				2				
CSPP Review		8						
Joint Layout Review		4						
Marking Plan Review		4						
Drainage Design Review								
Pavement Section Design				2	12			
Quantities and Opinion of Probable Construction Cost		2		4	12			16
Technical Specifications		2		20				
Prepare 7460 OE-AAA		1				4		8
QC Review	4	12		8		4		
Constructability Review				2			8	
Revise Preliminary Plans and Technical Specifications		2		12	4	8		12
Coordination with Airport and FAA regarding Airport Layout Plan		2		4				
Prepare for and conduct Virtual Preliminary Design Review Meeting with Airport and FAA		4		6		6		
<b>Subtotal - Civil Engineering</b>	<b>4</b>	<b>53</b>	<b>8</b>	<b>121</b>	<b>76</b>	<b>138</b>	<b>8</b>	<b>243</b>

<b>3. Electrical Engineering</b>								
Update CCR Load Calculations				4		16		
Temporary Airfield Lighting				8		20		
<b>Preliminary Plans (60%)</b>								
Lighting Removal Plans				4		12		12
Lighting Installation Plans				8		16		12
Vault Layout Plans				2		4		
Edge Light Details				4		12		
Signage Details				2		12		
Quantity Calculations				4		12		
Technical Specifications				8		16		
Opinion of Probable Cost				2		12		
QC Review	2			12		8		
Virtual Meeting and Coordination with Airport				4				
<b>Subtotal - Electrical Engineering</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>62</b>	<b>0</b>	<b>140</b>	<b>0</b>	<b>24</b>

<b>Hours</b>	<b>15</b>	<b>116</b>	<b>8</b>	<b>205</b>	<b>87</b>	<b>289</b>	<b>8</b>	<b>282</b>
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**SUBTOTAL - SALARIES:** **\$164,561.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$339.00
Postage/Freight/Courier	\$200.00
Office Supplies/Equipment	\$150.00
Airfare	\$1,750.00
Mileage/Tolls/Parking	\$250.00
Hotels	\$500.00
Meals	\$250.00
Rental Car	\$300.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$3,739.00**

**SUBTOTAL:** **\$168,300.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$168,300.00**

## Appendix B

### El Paso International Airport Five Node Intersection Remediation

#### FINAL DESIGN

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	C-3 Senior Construction Observer	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Project/Subconsultant Management	2	12						
Owner Coordination		12						
Project Stakeholder Meeting Preparation		2		2				
Project Stakeholder Meeting		10		10				
Internal Weekly Progress Meetings (6 Meetings)	3	6		12	6	6		6
Schedule Updates		6						
Quality Control Audit	2							
Submittals to Owner/FAA		2						4
Airport/FAA Coordination for Reimbursable Agreement		4		8				
<b>Subtotal - Project Management</b>	<b>7</b>	<b>54</b>	<b>0</b>	<b>32</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>10</b>
<b>2. Civil Engineering</b>								
Horizontal Alignments				2		4		
Vertical Alignments				2	4	8		
Corridor Model				16	8	24		
<b>Final Plans (90%)</b>								
Cover Sheet								1
Sheet Index								1
Summary of Quantities						2		2
General Project Layout						1		2
Survey Control Plans						1		1
General Notes		1				2		2
CSPP Sheets		1		2	8			16
Existing Conditions Sheets		1				2		4
Erosion Control Sheet Review		1		2				
Demolition Sheets		1		2		1		4
Storm Drain Sheet Review		1		2				
Typical Sections		1		1		1		2
Plan and Profile Sheets		1		2		4		16
Grading Sheets		1		2		4		12
Restoration Sheets		1		1		1		4
Joint Layout Sheets		1		2	8	4		4
Pavement Marking Sheets		1		2		8		12
Blast Wall Sheets		1	4	1		2		4
Cross Section Sheets		1		2	8	12		20
General Sheet Review		1		2				
CSPP Review		2		4				
Drainage Design Review		2		4				
Constructability Review		1		8			16	
Quantities and Opinion of Probable Construction Cost		2		4	12			16
Technical Specifications		4		16	8			
Construction Management Program		2		8				
Final Design QC Review	4	16		16		8		
Final Review/Walkthrough with Airport		10		10				
<b>Bid Documents (100%)</b>								
Develop Final Bid Plans		1		2		4		8
Develop Final Bid Proposal				2		4		
Modifications				3		3		
Develop Final Quantities and Bid Schedules				2		4		4
Final Opinion of Probable Construction Cost		1		2	8			
Bid Document QC Review		12		8				
Prepare for and attend Project Update meeting with Airport / FAA		2		4		3		2
Update Airport CIP and ODO		2		4				8
Review Plans/Specs/Costs prior to bidding		8		16				
<b>Subtotal - Civil Engineering</b>	<b>4</b>	<b>80</b>	<b>4</b>	<b>156</b>	<b>64</b>	<b>107</b>	<b>16</b>	<b>145</b>

<b>3. Electrical Engineering</b>								
Update CCR Load Calculations				4		8		
Temporary Airfield Lighting				4		16		
<b>Final Plans (90%)</b>								
Temporary Airfield Lighting Plans				4		16		16
Lighting Removal Plans				4		12		8
Lighting Installation Plans				4		12		8
Vault Layout Plans				2		4		
Edge Light Details				4		12		8
Signage Details				4		8		8
Quantity Calculations				4		16		
Technical Specifications				4		12		
Opinion of Probable Cost				2		12		
QC Review	2			8		8		
Site Visit, Meeting and Coordination with Airport				10				
Update Airport Signage & Marking Plan						8		8
<b>Subtotal - Electrical Engineering</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>58</b>	<b>0</b>	<b>144</b>	<b>0</b>	<b>56</b>

<b>Hours</b>	<b>13</b>	<b>134</b>	<b>4</b>	<b>246</b>	<b>70</b>	<b>257</b>	<b>16</b>	<b>211</b>
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**SUBTOTAL - SALARIES: \$160,125.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$350.00
Postage/Freight/Courier	\$200.00
Office Supplies/Equipment	\$175.00
Airfare	\$1,050.00
Mileage/Tolls/Parking	\$150.00
Hotels	\$300.00
Meals	\$150.00
Rental Car	\$100.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,475.00**

**SUBTOTAL: \$162,600.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$162,600.00**

## Appendix B

### El Paso International Airport Five Node Intersection Remediation

#### BIDDING SERVICES

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	C-3 Senior Construction Observer	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Prospective bidder outreach		4						
Attend Pre-Bid Meeting		10						
Evaluate bids and recommend award		1		1		2		
<b>Subtotal - Project Management</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>
<b>2. Civil Engineering</b>								
Addendums/Inquiries		4				12		
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>
<b>3. Electrical Engineering</b>								
Addendums/Inquiries				4		8		
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>0</b>	<b>19</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>
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**SUBTOTAL - SALARIES:** **\$9,078.00**

#### **DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$97.00
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$50.00
Airfare	\$350.00
Mileage/Tolls/Parking	\$50.00
Hotels	\$100.00
Meals	\$25.00
Rental Car	\$50.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$822.00**

**SUBTOTAL:** **\$9,900.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$9,900.00**

## Appendix B

### El Paso International Airport Five Node Intersection Remediation

#### CONSTRUCTION PHASE SERVICES Assumed 300 Calendar Day Construction

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	C-3 Senior Construction Observer	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Prepare for, attend, and conduct pre-construction meeting	10	12		10				
Weekly Progress Teleconference (43 meetings)		40			40			
Coordination with RPR	8	40						
Progress Meetings with Contractor/City (12 meetings)	8	120			120			
Prepare for, attend, and conduct pre-pave meeting	10	12						
<b>Subtotal - Project Management</b>	<b>36</b>	<b>224</b>	<b>0</b>	<b>10</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2. Civil Engineering</b>								
Coordination with Materials Testing Lab and PWL Calculations		4				12		
Material Submittal Reviews		8				40		
RFI Responses	16	24				24		
Verification		4				24		
Review Change Orders	1	6				20		
FAA and Airport Coordination	12	50				4		
Pay Application Review and Coordination	6	12						
Material Testing Summary Log		2				6		
Preliminary Punchlist Meeting	10	12						
Final Completion Walk-through	10	10						
<b>Subtotal - Civil Engineering</b>	<b>55</b>	<b>132</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>130</b>	<b>0</b>	<b>0</b>
<b>3. Electrical Engineering</b>								
Weekly Progress Teleconference (12 meetings)				12				
Coordination with RPR				16		8		
Coordination with Contractor				8				
Progress Meetings with Contractor/City (2 meetings)				20				
Material Submittal Reviews				4		12		
RFI Responses				12		24		
Final Completion Walk-through				10				
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>82</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>91</b>	<b>356</b>	<b>0</b>	<b>92</b>	<b>160</b>	<b>174</b>	<b>0</b>	<b>0</b>
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<b>Salary Costs</b>	\$30,576.00	\$96,832.00	\$0.00	\$17,296.00	\$25,600.00	\$23,490.00	\$0.00	\$0.00
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**SUBTOTAL - SALARIES: \$193,794.00**

#### **DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$331.00
Postage/Freight/Courier	\$75.00
Office Supplies/Equipment	\$100.00
Airfare	\$8,400.00
Mileage/Tolls/Parking	\$1,200.00
Hotels	\$2,400.00
Meals	\$600.00
Rental Car	\$1,200.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$14,306.00**

**SUBTOTAL: \$208,100.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$208,100.00**



**ATTACHMENT “C”  
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**GARVER, LLC**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**REPORT/CONCEPT PHASE - NOT APPLICABLE**

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
  - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
  - 3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

#### **PHASE I - PRELIMINARY DESIGN PHASE**

The Consultant shall do the following:

- 1. Consult with the Owner to determine the Owner's requirements for the Project.
- 2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however,

include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

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

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

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to

resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings**,” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications**.” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

### **PHASE III - FINAL DESIGN PHASE**

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

### **BIDDING PHASE**

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

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

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

### **CONSTRUCTION PHASE**

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.



Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

### **ADDITIONAL SERVICES OF THE CONSULTANT**

#### **GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

#### **RESIDENT PROJECT SERVICES**

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

## ATTACHMENT “D” PAYMENT SCHEDULE

For the as “**EPIA FIVE NODE INTERSECTION REMEDIATION**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **NINE HUNDRED TWO THOUSAND TWO HUNDRED TWENTY- FIVE AND 0/100 DOLLARS (\$902,225.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

### PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

#### Lump Sum Payment to Consultant

<del>Report/Concept Phase</del>	<del>NOT APPLICABLE</del>
Preliminary Design (30% Design)	\$ 317,976.00
Pre Final Design (60% Design)	\$ 185,433.00
Final Design (90% Design)	\$ 178,752.50
Bidding	\$ 11,964.00
Construction	\$ 208,100.00

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

**Reimbursable Costs:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with the Owner's fiscal year.

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

## **DELIVERABLE SCHEDULE**

### **~~REPORT PHASE—NOT APPLICABLE~~**

~~The services called for in the Report Phase of this Agreement shall be completed and 5 copies of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.~~

### **PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **60 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

### **PHASE II—PRE-FINAL DESIGN PHASE**

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **45 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **30 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10)**



**copies** of the final design documents and specifications for bidding to the Owner within **5 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### **PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **two (2) consecutive calendar days**.

#### **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **sixty (60) days** from the date of substantial completion.

**ATTACHMENT “E”  
INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201  www.stephensinsurance.com		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 1-800-643-9691 <b>FAX (A/C, No):</b> 501-377-2317 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Garver LLC 221 N. Kansas St Ste. 730 El Paso TX 79901		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Charter Oak Fire Insurance Co (AM Best A++XV) <b>INSURER B:</b> Travelers Casualty Ins Co of America (A++XV) <b>INSURER C:</b> Travelers Prop Cas Co of America (A++XV) <b>INSURER D:</b> Starr Surplus Lines Insurance Company (A XV) <b>INSURER E:</b> Underwriters at Lloyd's <b>INSURER F:</b>	
		<b>NAIC #</b>	
		25615	
		19046	
		25674	
		13604	
		AA-112010	

## COVERAGES

**CERTIFICATE NUMBER:** 59657857

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			630-1G052988	7/1/2020	7/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N886537	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP-6J09853A	7/1/2020	7/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			UB-7K425966	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability- Claims Made Including Pollution Liability			1000634123201 Full Prior Acts applies.	7/1/2020	7/1/2021	Each Claim \$2,000,000 Aggregate \$2,000,000
E	Maritime Employer's Liability			PSR083379	7/1/2020	7/1/2021	Combined Single Limit \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached  
RE: 20A25600

Five Node Intersection Remediation

## CERTIFICATE HOLDER

20A25600

City of El Paso  
Attn: Contract Development Coordinator  
Capital Improvement Department  
218 N. Campbell St., Second Floor  
El Paso TX 79901

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ted Grace

*Sheddan A. Grace*

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ACORD 25 (2016/03)

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# **ADDITIONAL REMARKS SCHEDULE**

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<b>AGENCY</b> Stephens Insurance, LLC		<b>NAMED INSURED</b> Garver LLC 221 N. Kansas St Ste. 730 El Paso TX 79901	
<b>POLICY NUMBER</b> 630-1G052988		<b>EFFECTIVE DATE:</b> 7/1/2020	
<b>CARRIER</b> Charter Oak Fire Insurance Co (AM Best A++XV)	<b>NAIC CODE</b> 25615		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** City of El Paso Attn: Contract Development Coordinator Capital Improvement Department

**ADDRESS:** 218 N. Campbell St., Second Floor El Paso TX 79901

Certificate Holder is an Additional Insured on the General Liability per Blanket Endorsement CGD414(04/08) and Primary & Non-contributory basis by Blanket Endorsement CGD037(04/05) if required in written contract. Includes Completed Operations coverage if contract requires it to be included.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474 by if required in written contract.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording if required in written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379 if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353 if required by written contract.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313 if required by written contract. Form WC420304 Texas. Form WC9903J9 Kansas. WC430306 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability if required by written contract. This is provided within the Starr Professional Liability policy form SL20020110.

If required by written contract, 30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal and Material Change per Blanket Endorsement ILT804 on the General Liability and ILT354(03/98) on the Automobile.

Notice of Cancel / Non-renewal will be sent per Work Comp Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

\*\*\* (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy # 630-1G052988 policy shown above with a limit of \$500,000.

Work within railroad is covered as provided by endorsement CG D3 79 02 19.

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.

**ATTACHMENT “F”**  
**FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “Owner”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

**A. GENERAL REQUIREMENT FOR CONTRACT**

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
  2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
  3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
  4. The contractor (or subcontractor) shall not modify the provisions.
- Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

**B. FAILURE TO COMPLY**

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

**C. CONTRACT PROVISIONS**

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**ATTACHMENT “F”  
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

2. **AFFIRMATIVE ACTION (All AIP funded contracts that exceed \$10,000)**

1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 57.8%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.



**ATTACHMENT “F”**  
**FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is El Paso, Texas, El Paso County.
3. BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$150,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4. BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**BUY AMERICAN CERTIFICATION**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product

**ATTACHMENT “F”**  
**FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

\*\*\*\*\*

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic products
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**ATTACHMENT “F”**  
**FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
  4. To furnish US domestic product for any waiver request that the FAA rejects.
  5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

**ATTACHMENT “F”  
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

Date	Signature
Company Name	Title

\* \* \* \* \*

**Certificate of Buy American Compliance for Manufactured Products**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  - 2. To faithfully comply with providing US domestic product
  - 3. To furnish US domestic product for any waiver request that the FAA rejects
  - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

**ATTACHMENT “F”**  
**FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

5. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

6. TITLE VI SOLICITATION NOTICE:

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

7. CIVIL RIGHTS-TITLE VI COMPLIANCE WITH  
NONDISCRIMINATION REQUIREMENTS (all Contracts)

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not



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participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may

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request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

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**7. CLEAN AIR AND WATER POLLUTION CONTROL (all AIP contracts that exceed \$150,000)**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all AIP funded contracts that exceed \$100,000)**

**1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

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3.     **Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4.     **Subcontractors.**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

9.     **COPELAND “ANTI-KICKBACK” ACT** (All Professional Service Agreement if tasks result in work that qualifies as Constructions, alteration, or repair and exceeds \$2,000)

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10.    **DAVIS-BACON ACT**

1.     **Minimum Wages.**

(i)     All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the

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Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.



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The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly,

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and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the

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contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be

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paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland act requirements.  
The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
6. Subcontracts.  
The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
7. Contract Termination: Debarment.  
A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act Requirements.  
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes Concerning Labor Standards.

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Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility.**

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

11. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION**  
**(BIDDER OR OFFEROR)** (all AIP funded contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

12. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)  
Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or



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4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

13. DISTRACTED DRIVING (All AIP funded Contracts that exceed \$3,500)

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

13. ENERGY CONSERVATION REQUIREMENTS (All AIP funded Contracts)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

14. EQUAL EMPLOYMENT OPPORTUNITY (EEO) (All Contracts in excess of \$10,000.00)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The

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Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

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the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:
  - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
  - b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. “Minority” includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and

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compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor’s EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

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- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor’s workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor’s obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor’s adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor’s minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor’s and failure of such a group to fulfill an obligation shall not be a defense for the Contractor’s noncompliance.



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9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)  
(all contracts)

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All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. PROHIBITION of SEGREGATED FACILITIES (All AIP funded contracts in excess of \$10,000 for Professional Service Contracts that include tasks that qualify as Construction work as defined by 41 CFR, Part 60)

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

20. PROCUREMENT OF RECOVERED MATERIALS (Applies to any contract that includes Procurement of Products designated by Subpart B of 40 CFR, Part 247, where the purchase price or value of the item exceeds \$10,000 or the value of the quantity acquired by the proceeding fiscal year exceeded \$10,000)

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery

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Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

**21. RIGHTS TO INVENTIONS (all AIP-funded projects) (All AIP funded Contracts, in excess of \$10,000.00 for Professional Service Contracts that include tasks that qualify as Construction work as defined by 1 C.F.R. part (a)). (All Contracts with small business firms for non-profit organizations that include performance of experimental, developmental, or research work).**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

**21. SEISMIC SAFETY – PROFESSIONAL SERVICE AGREEMENTS FOR DESIGN (all Contracts for Construction of new buildings and additions to existing buildings financed in whole or in part through AIP)**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

**22. SEISMIC SAFETY – CONSTRUCTION SERVICE AGREEMENTS FOR DESIGN**

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The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

23. TAX DELINQUENCY AND FELONY CONVICTIONS (All AIP funded Contracts)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 3) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 4) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**24. TERMINATION OF CONTRACT (contracts that exceed \$10,000)**

**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 5) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 6) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 7) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

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- 8) reasonable and substantiated expenses to the Contractor directly attributable to Owner’s termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner’s termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**TERMINATION FOR DEFAULT (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

**TERMINATION FOR DEFAULT (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.



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If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner’s discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor’s right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor’s right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
  - 1. Perform the services within the time specified in this contract or by Owner approved extension;

**ATTACHMENT “F”**  
**FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**ATTACHMENT “F”**  
**FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

**25. TRADE RESTRICTION CLAUSE (all AIP-funded projects)**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**ATTACHMENT “F”**  
**FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

26. VETERAN’S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

# EPIA Five Node Intersection Remediation

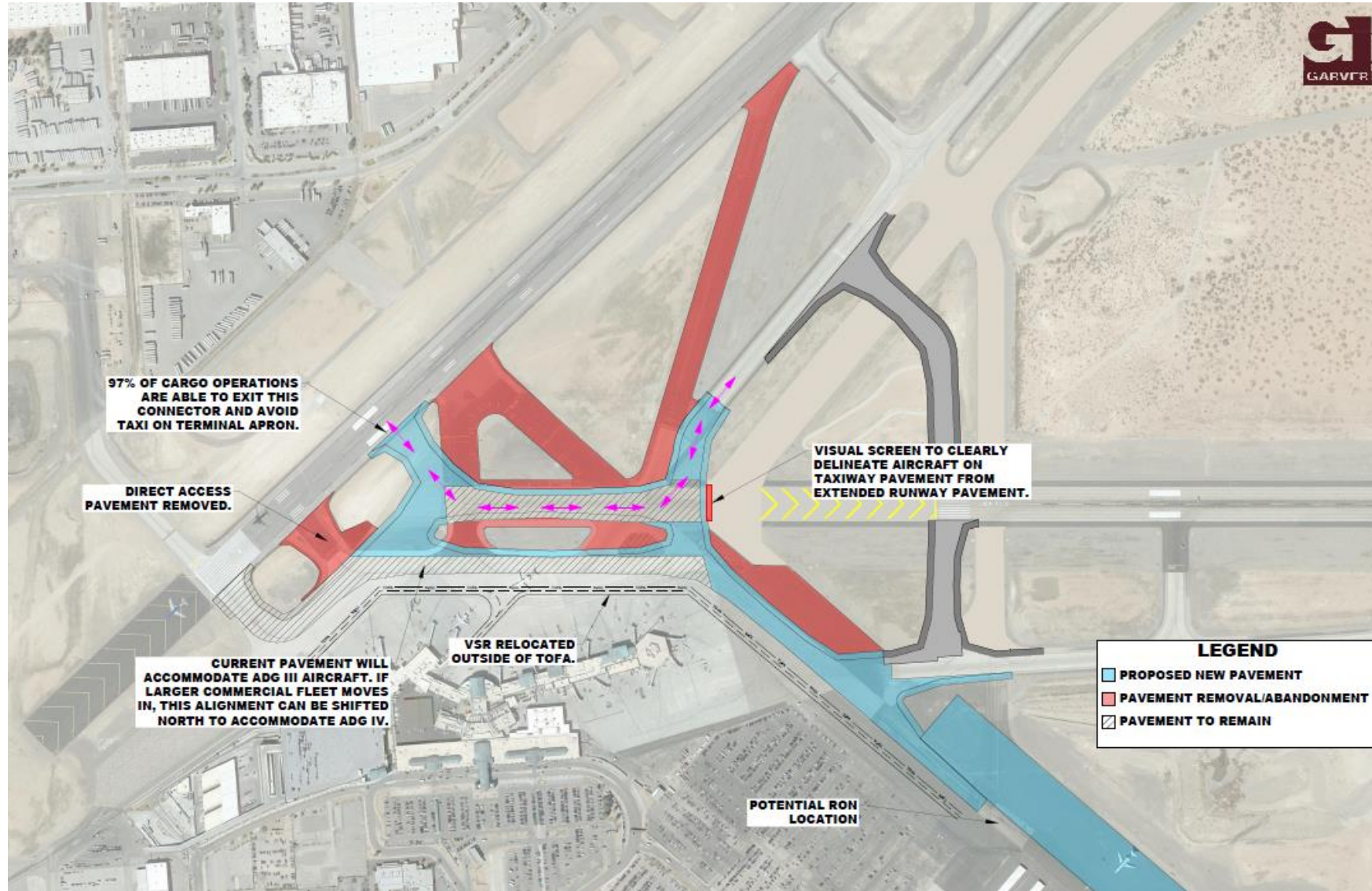
Presented to the City Council  
March 27, 2021

# Request for Action

- Award of the design contract to Garver, LLC.
- Contract amount: \$902,225.00
- Funding Sources: \$902,225.00 (100%) AIP Grant



# Project Location





# Solicitation Summary

- Professional Services Agreement
- Three (3) firms submitted Statement of Qualifications

# Consultant Selection

- Selection process was qualification based through the City's A/E selection process
- Reasons for selecting consultant:
  - Demonstrated understanding of Federal Aviation Administration Advisory Circulars
  - Demonstrated project manager and team experience
  - Demonstrated project understanding and approach

## 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 #: 21-247, Version: 1

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

**District 4**

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

**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:**

Discussion and action that the City Manager is authorized to sign a Chapter 380 Economic Development Program Agreement by and between CITY OF EL PASO, TEXAS and MCCOMBS VILLAGE, LLC in support of an in-fill residential development project located at 9787 McCombs Street, El Paso, Texas 79924.

**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?*

McCombs Village, LLC applied and qualified for a 5-year Infill redevelopment incentive grant. The Applicant is proposing to invest a minimum of \$4,200,000 to construct a 45,000 sq. ft. residential development on what is currently vacant land in Northeast El Paso. The 40-unit complex will be an upscale development designed for professionals and families. Upon satisfying all contract metrics, the Applicant will receive the following incentive:

- **Property Tax Rebate (City's Portion):** The City's portion of ad valorem incremental property taxes. 5-year grant period. Capped at \$90,590
- **Construction Materials Sales Tax Rebate-** A one-time rebate of the City's Portion (1%) of Sales Taxes levied on project-related construction materials. Capped at \$21,000
- **Building and Planning Permit Fee Rebate:** A one-time rebate of project-related Building & Planning permit fees. Capped at \$10,000

The total proposed incentive is not to exceed \$121,590.

**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?*

General Fund

\*\*\*\*\*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 and International Development

**AGENDA DATE:** CCA March 2, 2021

**CONTACT PERSON/PHONE:** Jessica L. Herrera-Director, 212-1624

**DISTRICT(S) AFFECTED:** 4

**SUBJECT:**

That the City Manager is authorized to sign a Chapter 380 Economic Development Program Agreement by and between CITY OF EL PASO, TEXAS and MCCOMBS VILLAGE, LLC in support of an in-fill residential development project located at 9787 McCombs Street, El Paso, Texas 79924. [Economic and International Development, Jessica L. Herrera, Director, (915) 212-1624]

**BACKGROUND/DISCUSSION:**

McCombs Village, LLC applied and qualified for a 5-year Infill redevelopment incentive grant. The Applicant is proposing to invest a minimum of \$4,200,000 to construct a 45,000 sq. ft. residential development on what is currently vacant land in Northeast El Paso. The 40-unit complex will be an upscale development designed for professionals and families. Upon satisfying all contract metrics, the Applicant will receive the following incentive:

- Property Tax Rebate (City's Portion): The City's portion of ad valorem incremental property taxes. 5-year grant period. Capped at \$90,590
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- Building and Planning Permit Fee Rebate: A one-time rebate of project-related Building & Planning permit fees. Capped at \$10,000

The total proposed incentive is not to exceed \$121,590.

**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?

General Fund

**BOARD/COMMISSION ACTION:**

N/A

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

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



**RESOLUTION**

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

That the City Manager is authorized to sign an Infill 380 Economic Development Program Agreement in a form substantially similar to the attached document by and between **CITY OF EL PASO, TEXAS** and **MCCOMBS VILLAGE, LLC** in support of a residential development located at 9787 McCombs Street, El Paso, Texas 79924.

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

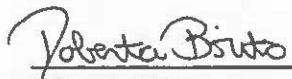
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leoser  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Jessica Herrera, Director  
Economic & International Development



STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )     **CHAPTER 380 ECONOMIC DEVELOPMENT  
PROGRAM AGREEMENT  
(Infill Development)**

This Chapter 380 Economic Development Program Agreement ("**Agreement**") is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("**Effective Date**") between the City of El Paso, Texas, a Texas home rule municipal corporation, (the "**City**"), and **McCombs Village LLC** (the "**Applicant**"). For the convenience of the parties, all defined terms appear in **bold face print** when first defined.

**RECITALS**

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

**WHEREAS**, on May 30, 2017 the El Paso City Council adopted an Infill Development Incentive Policy (the "**Infill Policy**") to promote infill development by providing economic incentives for eligible projects meeting Infill Policy criteria; and

**WHEREAS**, the Applicant's real property, located at **9787 McCombs St. 79924**, is within the Policy's designated incentive area and the Applicant's proposed development meets the Policy's eligibility requirements; and

**WHEREAS**, the City desires to provide incentives to the Applicant, pursuant to Chapter 380 and the Infill Policy, for the construction or renovation of a development located on the Applicant's real property, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

**WHEREAS**, the City concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380.

The parties agree as follows:

**SECTION 1. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- A. "**Agreement**" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. "**Base Year Value**" means valuation of the real and personal property by the El Paso Central Appraisal District on the rolls as of January 1<sup>st</sup> of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is **\$195,111.00**.

- C. **“Construction Materials Sales Tax Rebate”** means a one-time 100% rebate of the City’s 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed **\$21,000.00**.
- D. **“Development”** means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: single-family homes for attainable rental housing, office, retail, restaurant, multifamily residential facilities, commercial and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in Exhibit B, which is attached and incorporated for all purposes.
- E. **“Development Fee Rebate”** means a one-time 100% rebate of certain development fees based on the fee schedule attached as Exhibit A to Ordinance 018581. The Development Fee Rebate shall not exceed \$10,000.00 and will be rebated upon the Applicant’s provision of the Grant Submittal Package demonstrating that the total construction cost for the Development is greater than the Base Year Value.
- F. **“Effective Date”** means the date the El Paso City Council approves the Agreement.
- G. **“Grant”** means each rebate payment made by the City to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the City will provide in Grants shall not exceed **\$121,590.00**. This aggregate amount reflects the sum total of all applicable rebates.
- H. **“Grant Submittal Package”** means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as Exhibit C to this Agreement.
- I. **“Minimum Appraisal Value”** means the valuation of the Real Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is **\$2,295,111.00**. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- J. **“Minimum Investment”** means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment to qualify for the Grant is **\$4,200,000.00**.
- K. **“Property Tax Rebate”** means a rebate, according to the Incremental Property Tax Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Property Tax Rebate amount shall not exceed **\$90,590.00**.

- L. **"Qualified Expenditures"** means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- M. **"Real Property"** means the real property owned by Applicant located at **9787 McCombs Street**, El Paso, Texas, and described on Exhibit A, which is attached and incorporated by reference. The Real Property is the location for Applicant's proposed Development.
- N. **"Vacant Building"** means a building that is 60% or more unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

## **SECTION 2. TERM AND GRANT PERIOD.**

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) **8** years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing ("Term").
- B. Applicant's eligibility for Grant payments shall be limited to **5** consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

## **SECTION 3. OBLIGATIONS OF APPLICANT.**

### **A. DEVELOPMENT.**

- (1) Applicant represents that the Development complies with, and adheres to, the provisions and requirements of the City's Infill Policy and is located within the eligible incentive areas identified within the Infill Policy.
- (2) Applicant shall renovate or construct, at its sole cost and expense, the Development and shall expend a minimum of **\$4,200,000.00** in Qualified Expenditures to construct the Development.
- (3) Applicant shall obtain all building permits for the Project within **6** months after the Effective Date.
- (4) Within **24** months after the Effective Date, Applicant shall submit documentation to the City to verify the following:
  - (a) The expenditure of a minimum of **\$4,200,00.00** in Qualified Expenditures;  
and



- (b) That Applicant has received a Certificate of Occupancy for the Development.
- (5) Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.
- (6) Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.
- (7) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- (8) Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.
- (9) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.
- (10) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of \$2,295,111.00 or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a base value of \$2,295,111.00 during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.
- (11) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.
- (12) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: [EDcompliance@elpasotexas.gov](mailto:EDcompliance@elpasotexas.gov)

**B. GRANT SUBMITTAL PACKAGE.**

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on **February 16, 2024**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after **February 16<sup>th</sup>** of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.

#### **SECTION 4. OBLIGATIONS OF THE CITY.**

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed **\$21,000.00** in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Development Fee Rebate not to exceed **\$10,000.00** in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Property Tax Rebate not to exceed **\$90,590.00** in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

#### **SECTION 5. EVENTS OF DEFAULT.**

Each of the following Paragraphs A through D shall constitute an Event of Default:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or

misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after Applicant learns of its false or misleading nature.

- C. **Insolvency.** Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant.
- D. **Property Taxes.** If Applicant allows its personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- E. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity.

## **SECTION 6. RECAPTURE.**

Should the Applicant default under Section 4 of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

## **SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.**

- A. The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.



## SECTION 8. GENERAL PROVISIONS.

- A. **APPLICANT'S SALE OR TRANSFER OF THE DEVELOPMENT.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- B. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- C. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- D. **NO JOINT VENTURE.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- E. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- F. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- G. **NOTICES.** The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change



of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: Economic & International Development P. O. Box 1890 El Paso, Texas 79950-1890
To the Applicant:	MCCOMBS VILLAGE LLC Attn: Sajir Haribhai Address: 1431 Pendale Rd. El Paso, TX 79936

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: "EDcompliance@elpasotexas.gov"

- H. **CONFIDENTIALITY.** The Applicant acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- I. **GOVERNING LAW.** This Agreement is governed by Texas law.
- J. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- K. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- L. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- M. **GOVERNMENTAL FUNCTIONS.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- N. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this

Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

- O. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Applicant will allow the City to inspect and copy all records pertaining to the Development of this Agreement.
- P. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- Q. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and the Applicant, and the Applicant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- R. THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries for this Agreement.
- S. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- T. REPRESENTATIONS AND WARRANTIES. The Applicant warrants to the City that the Applicant has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- U. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

*[Signatures begin on the following page.]*

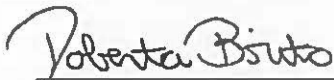
IN WITNESS WHEREOF, the parties hereby execute this Agreement.

**CITY OF EL PASO:**

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

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

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

  
\_\_\_\_\_  
Jessica Herrera Director  
Economic & International Development

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the City of El  
Paso, Texas.

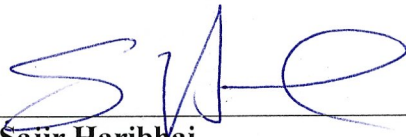
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

*[Signatures continue on the following page]*


APPLICANT:  
McCombs Village LLC

  
Sajir Haribhai  
Managing Member

ACKNOWLEDGMENT

STATE OF                   §  
                                  §  
COUNTY OF           §

This instrument was acknowledged before me on the 2nd day of MARCH, 2021, by  
Sajir Haribhai as Managing Member FOR McCombs Village LLC.

  
Notary Public, State of TEXAS

My Commission Expires:



## **EXHIBIT A**

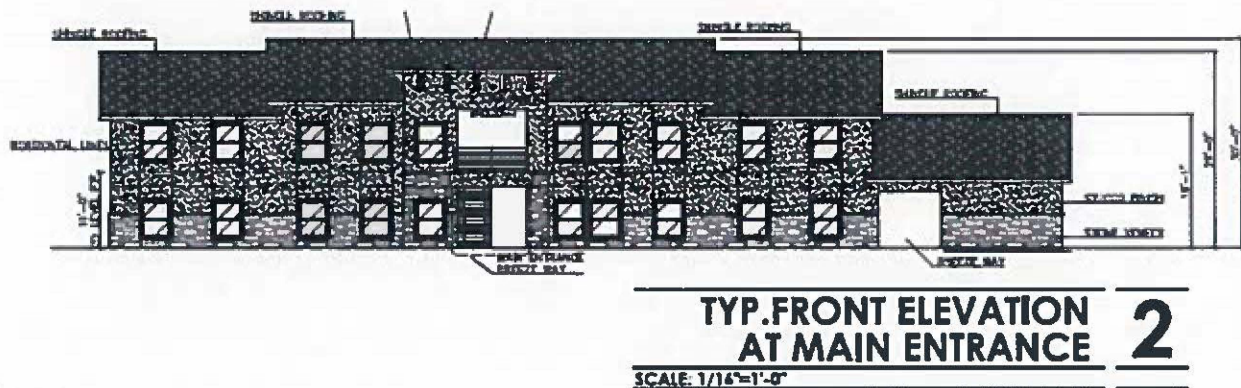
### **Legal Description of the Real Property**

Tracts 25C, 25D, and 25K, Section 38, Block 81, Township 1, T&P Railway  
Surveys, City of El Paso, El Paso County, Texas



### Description of Development

**Rendering:**



## EXHIBIT C

### Grant Submittal Package Form

\_\_\_\_\_(Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on \_\_\_\_\_ (date). Pursuant to the Agreement, Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. Documentation (i.e. including; but not limited to, bank statements, copies of checks, receipts) evidencing proof of payment by Applicant of at least a minimum aggregate of in Qualified Expenditures associated with the Development, as those terms are defined in the Agreement.
2. Copies of all required permits and approvals obtained by Applicant or on Applicant's behalf for construction of improvements in the Development.
3. Property Tax Payment Receipt(s) of payment for tax year \_\_\_\_\_.

It is understood by Applicant that the City of El Paso has up to 90 days to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of Applicant below, Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: \_\_\_\_\_



## **EXHIBIT D**

### **Property Tax Rebate Table**

<b>Year</b>	<b>Rebate Percentage</b>
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	75%
Year 5	75%



# 9787 McCombs St. 380 Infill Agreement

Economic & International Development

**March 2, 2021 - EP City Council : Regular Session**

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development. 1.1 Stabilize and expand El Paso's tax base



# Project Summary

**Applicant: McCombs Village, LLC**

**Property Address: 9787 McCombs St. 79924**

**Real Improvement Costs: \$4,200,000**

**District: 4**

- Applicant is proposing to construct a 45,000 sq. ft. residential development on what is currently vacant land in North(east) El Paso
- The complex will be an upscale development designed for professionals and families
- All units will provide 2-3 bedrooms (40 units)
- Will include an on-site pond/dog park





## Site Location : 9787 McCombs St. 79924



## Current Conditions : 9787 McCombs St. 79924



Facing NW from McCombs St.



Facing South from Manila Dr.







# City Incentive Summary

Incremental Property  
Tax Rebate (\*5 Years)

**\$90,590**

Construction Material Sales  
Tax Rebate

**\$21,000**

Permit Fee Rebate

**\$10,000**

*(\*5 Year Property Tax Rebate : (Years 1-3 (100%), 4-5 (75%)))*

**\$121,590**

**Total Incentive Package**





# Community Tax Benefits

## 5-Year Property Tax Inflow *(Net)*

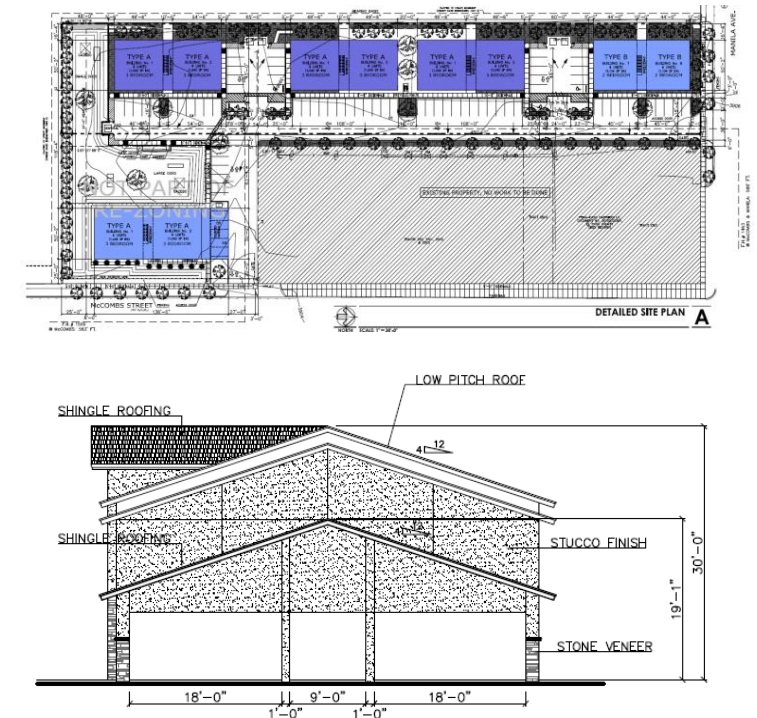
City of El Paso	El Paso County	EPISD	EPCC	UMC
\$10,566	\$54,519	\$146,985	\$15,593	\$29,851

TOTAL
\$257,515

# Request

That the City Manager be authorized to execute a Chapter 380 Infill Incentive Agreement by and between the City of El Paso and McCombs Village LLC for the development of the property located at 9787 McCombs St, 79924.

**Staff Recommends Approval**





## Mission

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



## Vision

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



## Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

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**File #: 21-223, Version: 1**

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

**All Districts**

Streets & Maintenance, Richard Bristol, (915) 212-0151

**PUBLIC HEARING DATE:** 3/2/2021

**STRATEGIC GOAL:**

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

**SUBGOAL:** 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life

**SUBJECT:**

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

Presentation and discussion on the road towards and future adoption of Vision Zero strategies in El Paso.

**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?*

Joint presentation and discussion on continued staff efforts via the Quarterly Fatality Analysis CFT and *Getting to Zero Roadway Fatalities: A Primer on Vision Zero* by city staff and a Federal Highway Administration representative.

**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?*

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:** March 2, 2021

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:** Hannah Adele Williams, (915) 212-7003,  
WilliamsHA@elpasotexas.gov

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:**  
7 – Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:**  
7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

**SUBJECT:**  
Presentation and discussion on the road towards and future adoption of Vision Zero strategies in El Paso.

**BACKGROUND / DISCUSSION:**  
Joint presentation and discussion on continued staff efforts via the Quarterly Fatality Analysis CFT and *Getting to Zero Roadway Fatalities: A Primer on Vision Zero* by city staff and a Federal Highway Administration representative.

**PRIOR COUNCIL ACTION:**  
N/A

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

---

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

**DEPARTMENT HEAD:**

 2/17/2021

---

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

# 9 Components of a Strong Vision Zero Commitment

*Based on the experiences of early-adopter cities in the United States, these nine components have proven to be an effective high-level framework for communities considering a Vision Zero commitment. While these are not the only factors to consider, they are critical aspects to ensure a strong and lasting commitment to Vision Zero.*

## POLITICAL COMMITMENT

The highest-ranking local officials (Mayor, City Council, City Manager) make an official and public commitment to a Vision Zero goal to achieve zero traffic fatalities and severe injuries among all road users (including people walking, biking, using transit, and driving) within a set timeframe. This should include passage of a local policy laying out goals, timeline, stakeholders, and a commitment to community engagement, transparency, & equitable outcomes.



## MULTI-DISCIPLINARY LEADERSHIP

An official city Vision Zero Taskforce (or Leadership Committee) is created and charged with leading the planning effort for Vision Zero. The Taskforce should include, at a minimum, high-ranking representatives from the Office of the Mayor, Police, Transportation (or equivalent), and Public Health. Other departments to involve include Planning, Fire, Emergency Services, Public Works, District Attorney, Office of Senior Services, Disability, and the School District.



## ACTION PLAN

Vision Zero Action Plan (or Strategy) is created within 1 year of initial commitment and is implemented with clear strategies, owners of each strategy, interim targets, timelines, & performance measures.



## EQUITY

City stakeholders commit to both an equitable approach to Vision Zero by establishing inclusive and representative processes, as well as equitable outcomes by ensuring measurable benchmarks to provide safe transportation options for all road users in all parts of the city.



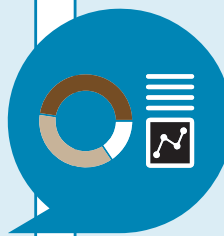
## COOPERATION & COLLABORATION

A commitment is made to encourage meaningful cooperation and collaboration among relevant governmental agencies & community stakeholders to establish a framework for multiple stakeholders to set shared goals and focus on coordination and accountability.



## SYSTEMS-BASED APPROACH

City leaders commit to and prioritize a systems-based approach to Vision Zero — focusing on the built environment, systems, and policies that influence behavior — as well as adopting messaging that emphasizes that these traffic losses are preventable.



## DATA-DRIVEN

City stakeholders commit to gather, analyze, utilize, and share reliable data to understand traffic safety issues and prioritize resources based on evidence of the greatest needs and impact.

## COMMUNITY ENGAGEMENT

Opportunities are created to invite meaningful community engagement, such as select community representation on the Taskforce, broader community input through public meetings or workshops, online surveys, and other feedback opportunities.



## TRANSPARENCY

The city's process is transparent to city stakeholders and the community, including regular updates on the progress on the Action Plan and performance measures, and a yearly report (at minimum) to the local governing board (e.g., City Council).







U.S. Department of Transportation  
Federal Highway Administration



Safe Roads for a Safer Future  
Investment in roadway safety saves lives  
<http://safety.fhwa.dot.gov>



# Making Our Roads Safer

## ONE COUNTERMEASURE AT A TIME

The FHWA has identified and is promoting widespread use of a set of 20 Proven Safety Countermeasures that can offer significant, measurable impacts as part of any agency's data-driven, systemic approach to improving safety. These strategies are designed to enhance safety on all kinds of roads—from rural to urban, from high-volume freeways to less traveled two-lane State and county roads, from signalized crossings to horizontal curves, and everything in between. Each countermeasure addresses **intersections, roadway departures, or pedestrian/bicyclist facilities**—along with crosscutting strategies that address all three safety focus areas.

### *Which Proven Safety Countermeasures Will You Use?*

➔ For more information on this and other FHWA Proven Safety Countermeasures, please visit <https://safety.fhwa.dot.gov/provencountermeasures>.

# Proven Safety Countermeasures

## ROADWAY DEPARTURE.....



1. Enhanced Delineation and Friction for Horizontal Curves



2. Longitudinal Rumble Strips and Stripes



3. SafetyEdge<sub>sm</sub>



4. Roadside Design Improvements at Curves



5. Median Barriers

## PEDESTRIANS/BICYCLES.....



13. Leading Pedestrian Intervals



14. Medians and Pedestrian Crossing Islands in Urban and Suburban Areas



15. Pedestrian Hybrid Beacons



16. Road Diets/Reconfigurations



17. Walkways

## INTERSECTIONS.....



6. Backplates with Retroreflective Borders



7. Corridor Access Management



8. Left- and Right-Turn Lanes at Two-Way Stop-Controlled Intersections



9. Reduced Left-Turn Conflict Intersections



10. Roundabouts



11. Systemic Application of Multiple Low-Cost Countermeasures at Stop-Controlled Intersections



12. Yellow Change Intervals

## CROSSCUTTING .....



18. Local Road Safety Plans



19. Road Safety Audits



20. Uslimits2



U.S. Department of Transportation  
**Federal Highway Administration**

FHWA-SA-18-068

→ For more information on these countermeasures and other FHWA Proven Safety Countermeasures, please visit <https://safety.fhwa.dot.gov/provencountermeasures>.





U.S. Department of Transportation  
Federal Highway Administration



# Making Our Roads Safer

## ONE COUNTERMEASURE AT A TIME

*20 Proven Safety Countermeasures  
that offer significant and measurable  
impacts to improving safety*



Safe Roads for a Safer Future  
Investment in roadway safety saves lives

<http://safety.fhwa.dot.gov>

1201

# Proven Safety Countermeasures

## ROADWAY DEPARTURE.....



1. Enhanced Delineation and Friction for Horizontal Curves



2. Longitudinal Rumble Strips and Stripes



3. SafetyEdge<sub>sm</sub>



4. Roadside Design Improvements at Curves



5. Median Barriers

## PEDESTRIANS/BICYCLES.....



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## INTERSECTIONS.....



6. Backplates with Retroreflective Borders



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11. Systemic Application of Multiple Low-Cost Countermeasures at Stop-Controlled Intersections



12. Yellow Change Intervals

## CROSSCUTTING.....



18. Local Road Safety Plans



19. Road Safety Audits



20. USLIMITS2



This proven safety countermeasure for reducing crashes at curves includes a variety of potential strategies that can be implemented in combination or individually. These strategies fall into two categories: enhanced delineation and increased pavement friction.



Chevron signs installed along a curve.

### Enhanced Delineation

Enhanced delineation treatments can alert drivers in advance of the curve and vary by the severity of the curvature and operating speed. Price ranges for these strategies are low to moderate. Treatments include the following:

- Pavement markings.
- Post-mounted delineation.
- Larger signs and signs with enhanced retroreflectivity.
- Dynamic advance curve warning signs and sequential curve signs.

### Increased Pavement Friction

High friction surface treatment (HFST) is another highly cost-effective countermeasure. HFST compensates for the high friction demand at curves where the available pavement friction is not adequate to support operating speeds due to one or more of the following situations:

- Sharp curves.
- Inadequate cross-slope design.
- Wet conditions.
- Polished roadway surfaces.
- Driving speeds in excess of the curve advisory speed.

To implement these proven safety countermeasures, agencies can take the following steps:

1. Develop a process for identifying and treating problem curves.
2. Use the appropriate application for the identified problem(s), consider the full range of enhanced delineation and friction treatments.
3. Improve consistency in application of horizontal curve guidance provided in the *Manual on Uniform Traffic Control Devices* for new and existing devices.
4. Review signing practices and policies to ensure they comply with the intent of the new guidance.

## 1. Enhanced Delineation and Friction for Horizontal Curves



SAFETY BENEFITS:

### CHEVRON SIGNS

**25%**

Reduction in nighttime crashes

**16%**

Reduction in non-intersection fatal and injury crashes

Source: CMF Clearinghouse, CMF IDs 2438 and 2439

### HIGH FRICTION SURFACE TREATMENTS

**52%**

Reduction in wet road crashes

**24%**

Reduction in curve crashes

Source: CMF Clearinghouse, CMF IDs 7900 and 7901

## 2. Longitudinal Rumble Strips and Stripes



SAFETY BENEFITS:

### CENTER LINE RUMBLE STRIPS

**44-64%**

Head-on, opposite-direction,  
and sideswipe fatal and  
injury crashes

### SHOULDER RUMBLE STRIPS

**13-51%**

Single vehicle, run-off-road  
fatal and injury crashes



Source: NCHRP Report 641, *Guidance for the Design and Application of Shoulder and Centerline Rumble Strips*.



Shoulder rumble strips and center line rumble strips are installed on this roadway.

Source: FHWA

**Longitudinal rumble strips** are milled or raised elements on the pavement intended to alert drivers through vibration and sound that their vehicles have left the travel lane. They can be installed on the shoulder, edge line of the travel lane, or at or near center line of an undivided roadway.

**Rumble stripes** are edge line or center line rumble strips where the pavement marking is placed over the rumble strip, which can result in an increased visibility of the pavement marking during wet, nighttime conditions.

With roadway departure crashes accounting for more than half of the fatal roadway crashes annually in the United States, rumble strips and stripes are designed to address these crashes caused by distracted, drowsy, or otherwise inattentive drivers who drift from their lane. They are most effective when deployed in a systemic application since driver error may occur on all roads.

Transportation agencies should consider milled center line rumble strips (including in passing zone areas) and milled edge line or shoulder rumble strips with bicycle gaps for systemic safety projects, location-specific corridor safety improvements, as well as reconstruction or resurfacing projects.



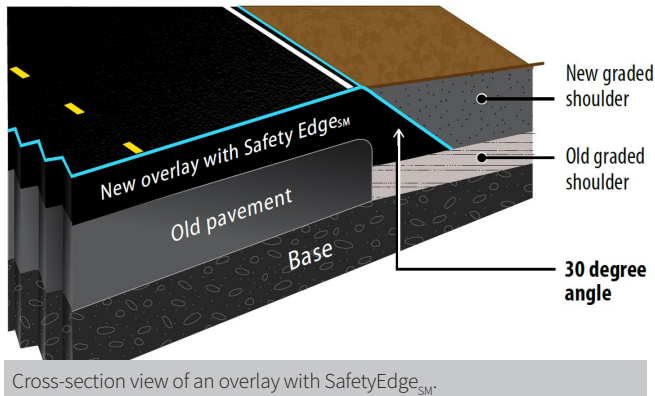
Example of an edge line rumble stripe.

Source: Missouri DOT





SafetyEdge<sub>SM</sub> technology shapes the edge of the pavement at approximately 30 degrees from the pavement cross slope during the paving process. This systemic safety treatment eliminates the vertical drop-off at the pavement edge,



Source: FHWA-SA-17-044

allowing drifting vehicles to return to the pavement safely. It has minimal effect on asphalt pavement project cost with the potential to improve pavement life.

Vehicles may leave the roadway for various reasons, ranging from distracted driver errors to low visibility, or to the presence of an animal on the road. Exposed vertical pavement edges can cause vehicles to be unstable and prevent their safe return to the roadway. SafetyEdge<sub>SM</sub> gives drivers the opportunity to return to the roadway while maintaining control of their vehicles.

For both SafetyEdge<sub>SM</sub> and traditional edge, agencies should bring the adjacent shoulder or slope flush with the top of the pavement. Since over time the edge may become exposed due to settling, erosion, and tire wear, the gentle slope provided by SafetyEdge<sub>SM</sub> is preferred versus the traditional vertical pavement edge.

Transportation agencies should develop standards for implementing SafetyEdge<sub>SM</sub> on all new asphalt paving and resurfacing projects where curbs are not present, while encouraging standard application for concrete pavements.

SafetyEdge<sub>SM</sub> adds nominal cost to repaving a road.

Rural road crashes involving edge drop-offs are

Calculated benefit-cost ratios typically range between

**500-1400**

**2 to 4 times**

more likely to include a fatality than other crashes on similar roads.

Source: Safety Effects of the SafetyEdge<sub>SM</sub>, FHWA-SA-17-044.

Source: S.L. Hallmark, et al., Safety Impacts of Pavement Edge Drop-offs, (Washington, DC: AAA Foundation for Traffic Safety: 2006), p 93.

### 3. SafetyEdge<sub>SM</sub>



Example of SafetyEdge<sub>SM</sub> after backfill material settles or erodes.

Source: FHWA

**SAFETY BENEFIT:**

**11 %**

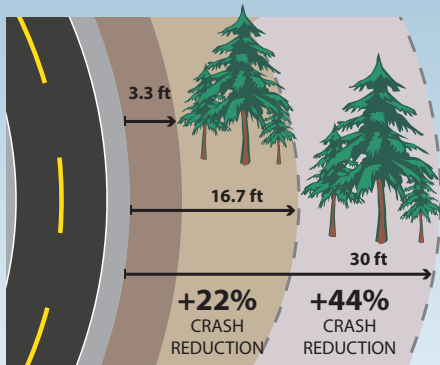
Reduction in fatal and injury crashes

Source: Safety Effects of the SafetyEdge<sub>SM</sub>, FHWA-SA-17-044.

## 4. Roadside Design Improvements at Curves



Increasing the Clear Zone prevents crashes



Source: Leidos. Data Source: CMF Clearinghouse (CMF IDs 35 and 36)

SAFETY BENEFIT:

**27%**

of all fatal crashes occur at curves

**80%**

of all fatal crashes at curves are roadway departure crashes



Source: Fatality Analysis Reporting System (FARS)

Roadside design improvement at curves is a strategy encompassing several treatments that target the high-risk roadside environment along the outside of horizontal curves. These treatments prevent roadway departure fatalities by giving vehicles the opportunity to recover safely and by reducing crash severity.

Roadside design improvements can be implemented alone or in combination and are particularly recommended at horizontal curves—where data indicates a higher-risk for roadway departure fatalities—and where cost effectiveness can be maximized.

### Roadside Design Improvements to Provide for a Safe Recovery

In cases where a vehicle leaves the roadway, strategic roadside design elements, including clear zone addition or widening, slope flattening, and shoulder addition or widening, can provide drivers with an opportunity to regain control and re-enter the roadway.

- A **clear zone** is an unobstructed, traversable area beyond the edge of the through traveled way for the recovery of errant vehicles. Clear zones are free of rigid fixed objects such as trees and utility cabinets or poles. AASHTO's *Roadside Design Guide* details the clear zone width adjustment factors to be applied at horizontal curves.
- **Slope flattening** reduces the steepness of the sideslope to increase drivers' ability to keep the vehicle stable, regain control of the vehicle, and avoid obstacles.
- **Adding or widening shoulders** gives drivers more recovery area to regain control in the event of a roadway departure.

### Roadside Design Improvements to Reduce Crash Severity

Since not all roadside hazards can be removed at curves, installing roadside barriers to shield unmovable objects or embankments may be an appropriate treatment. Roadside barriers come in three forms:

- **Cable barrier** is a flexible barrier made from wire rope supported between frangible posts.
- **Guardrail** is a semi-rigid barrier, usually either a steel box beam or W-beam. These deflect less than flexible barriers, so they can be located closer to objects where space is limited.
- **Concrete barrier** is a rigid barrier that does not deflect. These are typically reserved for use on divided roadways.



Shoulder is provided along roadway curve.

Source: Alaska DOT



U.S. Department of Transportation  
Federal Highway Administration

<https://safety.fhwa.dot.gov/provencountermeasures>

Median barriers are longitudinal barriers that separate opposing traffic on a divided highway and are designed to redirect vehicles striking either side of the barrier. Median barriers significantly reduce the severity of cross-median crashes, which are attributed to the



Median cable barrier prevents a potential head-on crash.

Source: Washington State DOT

relatively high speeds that are typical on divided highways. Approximately 8 percent of all fatalities on divided highways are due to head-on crashes.

In the past, median barriers were typically only used when medians were less than 30 feet wide, but many States realized they were experiencing cross-median fatal crashes in medians that exceeded 30 feet. AASHTO's *Roadside Design Guide* was revised in 2006 to encourage consideration of barriers in medians up to 50 feet wide.

The application of cable median barriers is a very cost-effective means of reducing the severity of median crossover crashes. Median barriers can be **cable**, **concrete**, or **beam guardrail**.

- **Cable barriers** are softer, resulting in less impact force and redirection, are more adaptable to slopes typically found in medians, and can be installed through less invasive construction methods.
- **Concrete barriers** are rigid, yielding little to no deflection upon impact, and absorbing little crash energy. Although this system is expensive to install, it performs well when hit and only requires repair in the most extreme circumstances.
- **Beam guardrails** are considered semi-rigid barriers. When impacted, they deform and deflect, absorbing some of the crash energy, and usually redirecting the vehicle. Beam guardrails are less expensive to install than rigid barriers, and are more resilient than cable barriers.

To reduce the number and severity of cross-median crashes, transportation agencies should review their median crossover crash history to identify the locations where median barriers are most warranted. Agencies should also consider implementing a systemic median barrier policy based on cross-median crash risk factors.

## 5. Median Barriers



**8%**

OF ALL FATALITIES ON  
DIVIDED HIGHWAYS ARE DUE  
TO HEAD-ON CRASHES<sup>1</sup>



SAFETY BENEFIT:



**MEDIAN BARRIERS  
INSTALLED ON RURAL  
FOUR-LANE  
FREEWAYS**

**97%**

Reduction in cross-median  
crashes<sup>2</sup>



<sup>1</sup> Fatality Analysis Reporting System (FARS).

<sup>2</sup> NCHRP Report 794, *Median Cross-Section Design for Rural Divided Highways*.



## 6. Backplates with Retroreflective Borders



Source: FHWA

SAFETY BENEFIT:

**15%**  
Reduction in total  
crashes

Source: CMF Clearinghouse, CMF ID 1410.

Backplates added to a traffic signal indication improve the visibility of the illuminated face of the signal by introducing a controlled-contrast background. The improved visibility of a signal head with a backplate is made even more conspicuous by framing it with a retroreflective border. Signal heads that have backplates equipped with retroreflective borders are more visible and conspicuous in both daytime and nighttime conditions.

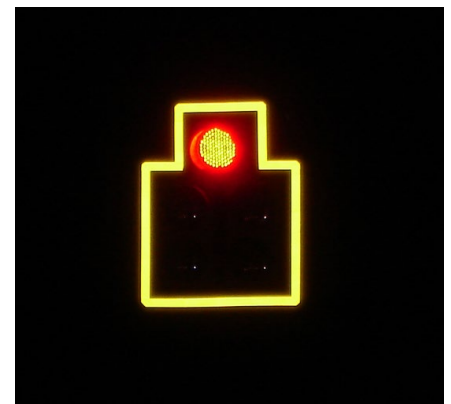
This treatment is recognized as a human factors enhancement of traffic signal visibility, conspicuity, and orientation for both older and color vision deficient drivers. This countermeasure is also advantageous during periods of power outages when the signals would otherwise be dark, providing a visible cue for motorists.

Transportation agencies should consider backplates with retroreflective borders as part of their efforts to systemically improve safety performance at signalized intersections. Adding a retroreflective border to an existing signal backplate is a very low-cost safety treatment. The most effective means of implementing this proven safety countermeasure is to adopt it as a standard treatment for signalized intersections across a jurisdiction.



Example of a signal backplate framed with a retroreflective border.

Source: FHWA



Retroreflective borders are highly visible during the night.

Source: South Carolina DOT



Access management refers to the design, application, and control of entry and exit points along a roadway. This includes intersections with other roads and driveways that serve adjacent properties. Thoughtful access management along a corridor can simultaneously enhance safety for all modes, facilitate walking and biking, and reduce trip delay and congestion.



A raised median reduces conflict points along this roadway.

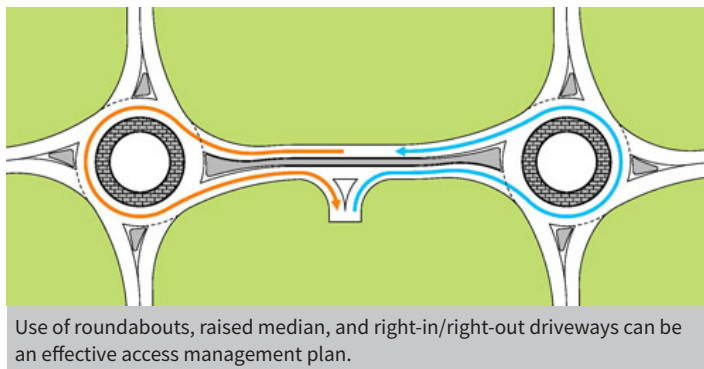
Source: Missouri DOT

Every intersection, from a signalized intersection to an unpaved driveway, has the potential for conflicts between vehicles, pedestrians, and bicycles. The number and types of conflict points—locations where the travel paths of two users intersect—influence the safety performance of the intersection or driveway.

The following access management strategies can be used individually or in combination with one another:

- Driveway closure, consolidation, or relocation.
- Limited-movement designs for driveways (such as right-in/right-out only).
- Raised medians that preclude across-roadway movements.
- Intersection designs such as roundabouts or those with reduced left-turn-conflicts (such as J-turns, median U-turns, etc.).
- Turn lanes (i.e., left-only, right-only, or interior two-way left).
- Lower speed one-way or two-way off-arterial circulation roads.

Successful corridor access management involves balancing overall safety and corridor mobility for all users along with the access needs of adjacent land uses.



Use of roundabouts, raised median, and right-in/right-out driveways can be an effective access management plan.

Source: FHWA-SA-15-005

## 7. Corridor Access Management



This intersection design restricts left-turn movements to improve safety.

Source: FHWA

### SAFETY BENEFITS:

# 5-23%

Reduction in total crashes along 2-lane rural roads

# 25-31%

Reduction in injury and fatal crashes along urban/suburban arterials

Source: Highway Safety Manual

## 8. Left and Right Turn Lanes at Two-Way Stop-Controlled Intersections



**SAFETY BENEFITS:**

**LEFT-TURN LANES**

**28-48%**

Reduction in total crashes

**RIGHT-TURN LANES**

**14-26%**

Reduction in total crashes



Source: Highway Safety Manual

Auxiliary turn lanes—either for left turns or right turns—provide physical separation between turning traffic that is slowing or stopped and adjacent through traffic at approaches to intersections. Turn lanes can be designed to provide for deceleration prior to a turn, as well as for storage of vehicles that are stopped and waiting for the opportunity to complete a turn.



Example of left-turn lanes.

Source: FHWA

While turn lanes provide measurable safety and operational benefits at many types of intersections, they are particularly helpful at two-way stop-controlled intersections. Crashes occurring at these intersections are often related to turning maneuvers. Since the major route traffic is free flowing and typically travels at higher speeds, crashes that do occur are often severe. The main crash types include collisions of vehicles turning left across opposing through traffic and rear-end collisions of vehicles turning left or right with other vehicles following closely behind. Turn lanes reduce the potential for these types of crashes.

Installing left-turn lanes and/or right-turn lanes should be considered for the major road approaches for improving safety at both three- and four-leg intersections with two-way stop control on the minor road, where significant turning volumes exist, or where there is a history of turn-related crashes. Pedestrian and bicyclist safety and convenience should also be considered when adding turn lanes at an intersection.



Example of a right-turn lane.

Source: FHWA





Reduced left-turn conflict intersections are geometric designs that alter how left-turn movements occur in order to simplify decisions and minimize the potential for related crashes. Two highly effective designs that rely on U-turns to complete certain left-turn movements are known as the restricted crossing U-turn (RCUT) and the median U-turn (MUT).



Example of RCUT intersection.

Source: FHWA

### Restricted Crossing U-turn (RCUT)

The RCUT intersection modifies the direct left-turn and through movements from cross-street approaches. Minor road traffic makes a right turn followed by a U-turn at a designated location – either signalized or unsignalized – to continue in the desired direction.

The RCUT is suitable for a variety of circumstances, including along rural, high-speed, four-lane, divided highways or signalized routes. It also can be used as an alternative to signalization or constructing an interchange. RCUTs work well when consistently used along a corridor, but also can be used effectively at individual intersections.

### Median U-turn (MUT)

The MUT intersection modifies direct left turns from the major approaches. Vehicles proceed through the main intersection, make a U-turn a short distance downstream, followed by a right turn at the main intersection. The U-turns can also be used for modifying the cross-street left turns.

The MUT is an excellent choice for heavily traveled intersections with moderate left-turn volumes. When implemented at multiple intersections along a corridor, the efficient two-phase signal operation of the MUT can reduce delay, improve travel times, and create more crossing opportunities for pedestrians and bicyclists.



Example of MUT intersection.

Source: FHWA

### SAFETY BENEFITS:

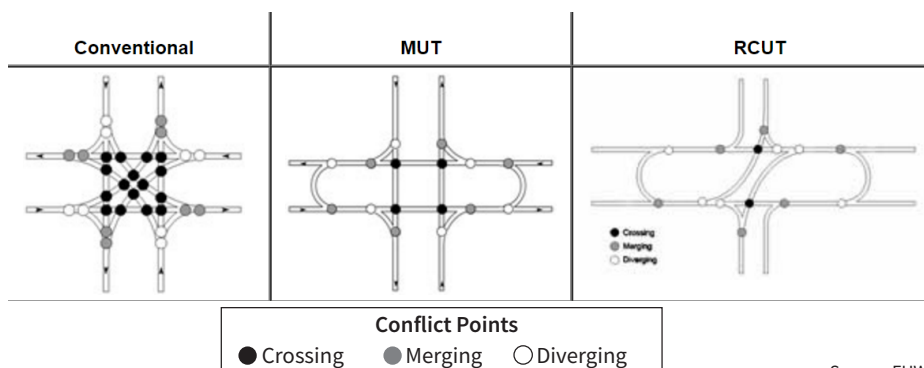
**RCUT**  
**54%**

Reduction in injury and fatal crashes<sup>1</sup>

**MUT**  
**30%**

Reduction in intersection-related injury crash rate<sup>2</sup>

### MUT and RCUT Can Reduce Conflict Points by 50%



Source: FHWA

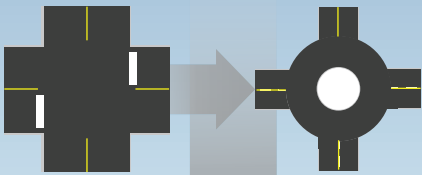
<sup>1</sup> Edara et al., "Evaluation of J-turn Intersection Design Performance in Missouri," December 2013.

<sup>2</sup> FHWA, *Median U-Turn Intersection Informational Guide*, FHWA-SA-14-069 (Washington, DC: 2014), pp. 41-42.

# 10. Roundabouts



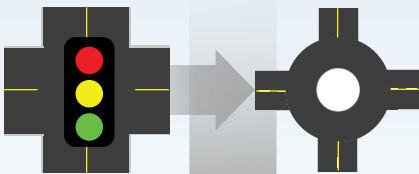
**TWO-WAY STOP-CONTROLLED INTERSECTION TO A ROUNDABOUT**



**82%**

Reduction in severe crashes

**SIGNALIZED INTERSECTION TO A ROUNDABOUT**



**78%**

Reduction in severe crashes

Source: Highway Safety Manual

The modern roundabout is a type of circular intersection configuration that safely and efficiently moves traffic through an intersection. Roundabouts feature channelized approaches and a center island that results in lower

speeds and fewer conflict points. At roundabouts, entering traffic yields to vehicles already circulating, leading to improved operational performance.

Roundabouts provide substantial safety and operational benefits compared to other intersection types, most notably a reduction in severe crashes.

Roundabouts can be implemented in both urban and rural areas under a wide range of traffic conditions. They can replace signals, two-way stop controls, and all-way stop controls. Roundabouts are an effective option for managing speed and transitioning traffic from high-speed to low-speed environments, such as freeway interchange ramp terminals, and rural intersections along high-speed roads.



Example of a single-lane roundabout.

Source: FHWA



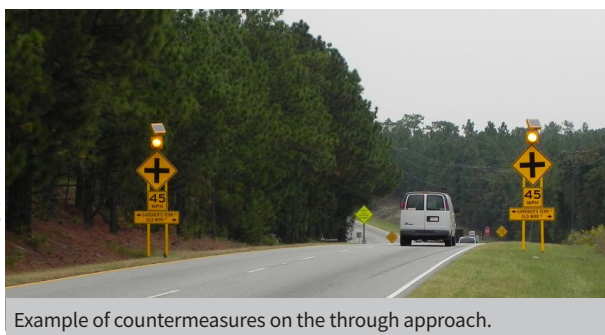
Example of a multi-lane roundabout.

Source: FHWA

FHWA encourages agencies to consider roundabouts during new construction and reconstruction projects as well as for existing intersections that have been identified as needing safety or operational improvements.



This systemic approach to intersection safety involves deploying a group of multiple low-cost countermeasures, such as enhanced signing and pavement markings, at a large number of stop-controlled intersections within a jurisdiction. It is designed to increase driver awareness and recognition of the intersections and potential conflicts.



Example of countermeasures on the through approach.

Source: South Carolina DOT

**Average Benefit-Cost Ratio**

**12:1**

The systemic approach to safety has three components:

(1) analyze systemwide data to identify a problem, (2) look for similar risk factors present in severe crashes, and (3) deploy on a large scale low-cost countermeasures that address the risk factors contributing to crashes.

The low-cost countermeasures for stop-controlled intersections generally consist of the following treatments:

#### *On the Through Approach*

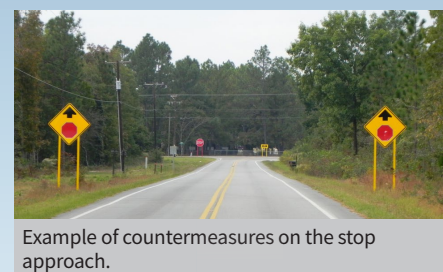
- Doubled up (left and right), oversized advance intersection warning signs, with street name sign plaques.
- Enhanced pavement markings that delineate through lane edge lines.

#### *On the Stop Approach*

- Doubled up (left and right), oversized advance “Stop Ahead” intersection warning signs.
- Doubled up (left and right), oversized Stop signs.
- Retroreflective sheeting on sign posts.
- Properly placed stop bar.
- Removal of any vegetation, parking, or obstruction that limits sight distance.
- Double arrow warning sign at stem of T-intersections.

Source: T. Le et al, “Safety Effects of Low-Cost Systemic Safety Improvements at Signalized and Stop-Controlled Intersections,” 96th Annual Meeting of the Transportation Research Board, Paper Number 17-05379, January 2017. [id.trb.org/view.aspx?id=1439120](http://id.trb.org/view.aspx?id=1439120).

## 11. Systemic Application of Multiple Low-Cost Countermeasures at Stop-Controlled Intersections



Example of countermeasures on the stop approach.

Source: South Carolina DOT

#### SAFETY BENEFITS:

**10%**

Reduction in injury and fatal crashes

**15%**

Reduction in nighttime crashes



## 12. Yellow Change Intervals



SAFETY BENEFITS:

**36-50%**

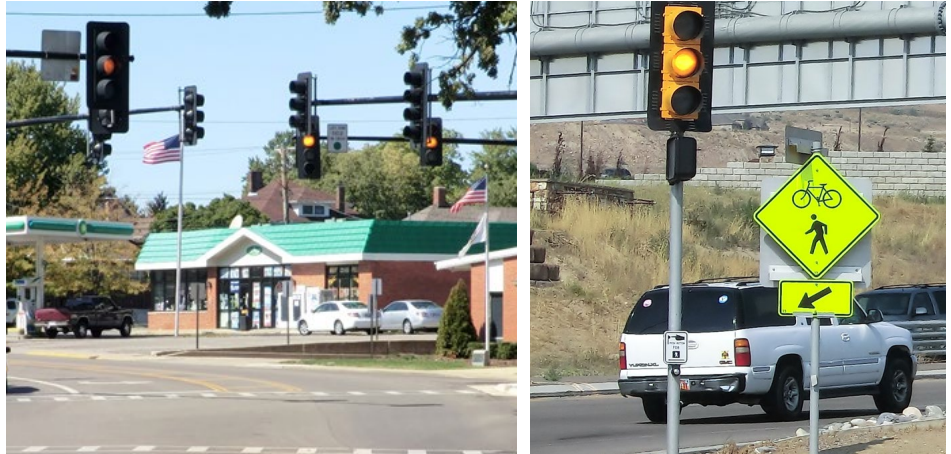
Reduction in red light running

**8-14%**

Reduction in total crashes

**12%**

Reduction in injury crashes



Properly-timed yellow change intervals can reduce red-light running and improve overall intersection safety.

Source: FHWA

At a signalized intersection, the yellow change interval is the length of time that the yellow signal indication is displayed following a green signal indication. The yellow signal confirms to motorists that the green has ended and that a red will soon follow.

Since red-light running is a leading cause of severe crashes at signalized intersections, it is imperative that the yellow change interval be appropriately timed. Too brief an interval may result in drivers being unable to stop safely and cause unintentional red-light running, while too long an interval may result in drivers treating the yellow as an extension of the green phase and invite intentional red light running. Factors such as the speed of approaching vehicles, driver perception-reaction time, vehicle deceleration rates, intersection width, and roadway approach grades should all inform the timing calculation.

Transportation agencies can improve signalized intersection safety and reduce red-light running by reviewing and updating their traffic signal timing policies and procedures concerning the yellow change interval. Agencies should institute regular evaluation and adjustment protocols for existing traffic signal timing. Refer to the *Manual on Uniform Traffic Control Devices* for basic requirements and further recommendations about yellow change interval timing.

Source: NCHRP Report 731, *Guidelines for Timing Yellow and All-Red Intervals at Signalized Intersections*.



U.S. Department of Transportation  
Federal Highway Administration

<https://safety.fhwa.dot.gov/provencountermeasures>.

A leading pedestrian interval (LPI) gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. With this head start, pedestrians can better establish their presence in the crosswalk before vehicles have priority to turn left.

LPIs provide the following benefits:

- Increased visibility of crossing pedestrians.
- Reduced conflicts between pedestrians and vehicles.
- Increased likelihood of motorists yielding to pedestrians.
- Enhanced safety for pedestrians who may be slower to start into the intersection.

FHWA's *Handbook for Designing Roadways for the Aging Population* recommends the use of the LPI at intersections with high turning-vehicle volumes. Transportation agencies should refer to the *Manual on Uniform Traffic Control Devices* for guidance on LPI timing. Costs for implementing LPIs are very low, since only signal timing alteration is required. This makes it an easy and inexpensive countermeasure that can be incorporated into pedestrian safety action plans or policies and can become routine agency practice.



Source: FHWA



Source: pedbikeimages.org / Burden

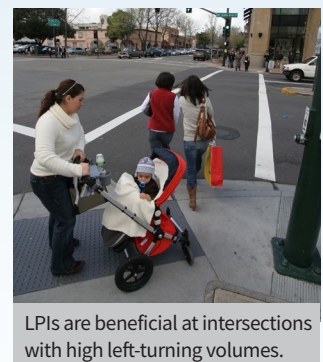
## 13. Leading Pedestrian Intervals



SAFETY BENEFIT:

**60%**

Reduction in pedestrian-vehicle crashes at intersections



Source: pedbikeimages.org / Burden

Source: Aaron C. Fayish and Frank Gross, "Safety Effectiveness of Leading Pedestrian Intervals Evaluated by a Before-After Study with Comparison Groups," *Transportation Research Record* 2198 (2010): 15-22. DOI: 10.3141/2198-03

# 14. Medians and Pedestrian Crossing Islands in Urban and Suburban Areas



Median and pedestrian crossing islands near a roundabout.

Source: www.pedbikeimages.org / Dan Burden

## SAFETY BENEFITS:

### RAISED MEDIAN

**46%**

Reduction in pedestrian crashes

### PEDESTRIAN CROSSING ISLAND

**56%**

Reduction in pedestrian crashes

Source: *Desktop Reference for Crash Reduction Factors*, FHWA-SA-08-011, September 2008, Table 11.



Example of a road with a median and pedestrian crossing islands.

Source: City of Charlotte, North Carolina



Example of a pedestrian crossing island.

Source: pedbikeimages.org / Dan Burden

A **median** is the area between opposing lanes of traffic, excluding turn lanes. Medians in urban and suburban areas can be defined by pavement markings, raised medians, or islands to separate motorized and non-motorized road users.

A **pedestrian crossing island** (or refuge area) is a raised island, located between opposing traffic lanes at intersection or midblock locations, which separate crossing pedestrians from motor vehicles.

Pedestrian crashes account for approximately 15 percent of all traffic fatalities annually, and over 75 percent of these occur at non-intersection locations.<sup>1</sup> For pedestrians to safely cross a roadway, they must estimate vehicle speeds, adjust their walking speed, determine gaps in traffic, and predict vehicle paths. Installing raised medians or pedestrian crossing islands can help improve safety by simplifying these tasks and allowing pedestrians to cross one direction of traffic at a time.

Transportation agencies should consider medians or pedestrian crossing islands in curbed sections of urban and suburban multi-lane roadways, particularly in areas with a significant mix of pedestrian and vehicle traffic and intermediate or high travel speeds. Some example locations that may benefit from raised medians or pedestrian crossing islands include:

- Mid-block areas.
- Approaches to multi-lane intersections.
- Areas near transit stops or other pedestrian-focused sites.

<sup>1</sup> National Highway Traffic Safety Administration, *Traffic Safety Facts - 2015 Data - Pedestrians*. Report DOT HS 812 375, (Washington, DC: 2017).





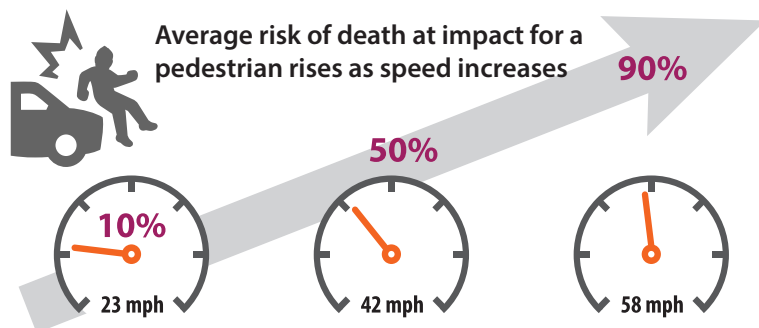
The pedestrian hybrid beacon (PHB) is a traffic control device designed to help pedestrians safely cross busy or higher-speed roadways at midblock crossings and uncontrolled intersections. The beacon head consists of two red lenses above a single yellow lens. The lenses remain “dark” until a pedestrian desiring to cross the street pushes the call button to activate the beacon. The signal then initiates a yellow to red lighting sequence consisting of steady and flashing lights that directs motorists to slow and come to a stop. The pedestrian signal then flashes a WALK display to the pedestrian. Once the pedestrian has safely crossed, the hybrid beacon again goes dark.

More than 75 percent of pedestrian fatalities occur at non-intersection locations, and vehicle speeds are often a major contributing factor.<sup>1</sup> As a safety strategy to address this pedestrian crash risk, the PHB is an intermediate option between a flashing beacon and a full pedestrian signal because it assigns right of way and provides positive stop control. It also allows motorists to proceed once the pedestrian has cleared their side of the travel lane, reducing vehicle delay.



Example of PHBs mounted on a mast arm.

Source: FHWA



Data from the AAA Foundation for Traffic Safety, *Impact Speed and a Pedestrian's Risk of Severe Injury or Death*, September 2011.

Transportation agencies should refer to the *Manual on Uniform Traffic Control Devices* for information on the application of PHBs. In general, PHBs are typically used when gaps in traffic are not large enough or vehicle speeds are too high for pedestrians to cross safely. PHBs are not widely implemented, so agencies should consider an education and outreach effort when implementing a PHB within a community.

<sup>1</sup> National Highway Traffic Safety Administration, *Traffic Safety Facts - 2015 Data - Pedestrians*. Report DOT HS 812 375, (Washington, DC: 2017).

## 15. Pedestrian Hybrid Beacons



SAFETY BENEFITS:

**55%**

Reduction in pedestrian crashes

**29%**

Reduction in total crashes

**15%**

Reduction in serious injury and fatal crashes



Pedestrians cross the roadway at a PHB location.

Source: City of Tucson, Arizona

Source: Zegeer, C., R. Srinivasan, B. Lan, D. Carter, S. Smith, C. Sundstrom, N.J. Thirsk, J. Zegeer, C. Lyon, E. Ferguson, and R. Van Houten. (2017). NCHRP Report 841: Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments. Transportation Research Board, Washington, D.C.

# 16. Road Diets

(Roadway Reconfiguration)



A “Road Diet,” or roadway reconfiguration, can improve safety, calm traffic, provide better mobility and access for all road users, and enhance overall quality of life.

SAFETY BENEFIT:

**4-LANE → 3-LANE  
ROAD DIET  
CONVERSIONS  
19-47%  
Reduction in total crashes**

Source: *Evaluation of Lane Reduction “Road Diet” Measures on Crashes*, FHWA-HRT-10-053.



Before and after photos of a Road Diet project.

Source: City of Orlando, Florida

A Road Diet typically involves converting an existing four-lane undivided roadway to a three-lane roadway consisting of two through lanes and a center two-way left-turn lane (TWLTL).

Benefits of Road Diet installations may include:

- An overall crash reduction of 19 to 47 percent.
- Reduction of rear-end and left-turn crashes due to the dedicated left-turn lane.
- Reduced right-angle crashes as side street motorists cross three versus four travel lanes.
- Fewer lanes for pedestrians to cross.
- Opportunity to install pedestrian refuge islands, bicycle lanes, on-street parking, or transit stops.
- Traffic calming and more consistent speeds.
- A more community-focused, “Complete Streets” environment that better accommodates the needs of all road users.

A Road Diet can be a low-cost safety solution when planned in conjunction with a simple pavement overlay, and the reconfiguration can be accomplished at no additional cost.



Road Diet project in Honolulu, Hawaii.

Source: Leidos



A walkway is any type of defined space or pathway for use by a person traveling by foot or using a wheelchair. These may be pedestrian walkways, shared use paths, sidewalks, or roadway shoulders.<sup>1</sup>

With more than 5,000 pedestrian fatalities and 70,000 pedestrian injuries occurring in roadway crashes annually, it is important for transportation agencies to improve conditions and safety for pedestrians and to integrate walkways more fully into the transportation system.<sup>2</sup>

Well-designed pedestrian walkways, shared use paths, and sidewalks improve the safety and mobility of pedestrians. In some rural or suburban areas, where these types of walkways are not feasible, roadway shoulders provide an area for pedestrians to walk next to the roadway.

Transportation agencies should work towards incorporating pedestrian facilities into all roadway projects unless exceptional circumstances exist. It is important to provide and maintain accessible walkways along both sides of the road in urban areas, particularly near school zones and transit locations, and where there is pedestrian activity. Walkable shoulders should also be considered along both sides of rural highways routinely used by pedestrians.



Example of a sidewalk in a residential area.

Source: pedbikeimages.org / Burden



Paved shoulder used as a walkway.

Source: pedbikeimages.org / Burden

<sup>1</sup> FHWA defines a pedestrian walkway as a continuous way designated for pedestrians and separated from motor vehicle traffic by a space or barrier. By contrast, sidewalks are walkways that are paved and separated from the street, generally by a curb and gutter.

<https://safety.fhwa.dot.gov/legislationay>

<sup>2</sup> National Highway Traffic Safety Administration, *Traffic Safety Facts - 2015 Data - Pedestrians*. Report DOT HS 812 375, (Washington, DC: 2017).

## 17. Walkways



**SAFETY BENEFITS:**

**SIDEWALKS**

**65-89%**

Reduction in crashes involving pedestrians walking along roadways

**PAVED SHOULDERS**

**71%**

Reduction in crashes involving pedestrians walking along roadways



Example of a shared use path.

Source: pedbikeimages.org / Burden

Source: *Desktop Reference for Crash Reduction Factors*, FHWA-SA-08-011, Table 11.



## 18. Local Road Safety Plans



Local roads experience  
**3x the fatality rate**  
of the  
**Interstate Highway System.**

Source: FARS and FHWA Highway Statistics Series (2014)



Safety improvements on local roads can be determined through the LRSP process.

Source: Delaware Valley Regional Planning Commission

A local road safety plan (LRSP) provides a framework for identifying, analyzing, and prioritizing roadway safety improvements on local roads. The LRSP development process and content are tailored to local issues and needs. The process results in a prioritized list of issues, risks, actions, and improvements that can be used to reduce fatalities and serious injuries on the local road network.

While local roads are less traveled than State highways, they have a much higher rate of fatal and serious injury crashes. Developing an LRSP is an effective strategy to improve local road safety for all road users and support the goals of a State's overall strategic highway safety plan.

Although the development process and resulting plan can vary depending on the local agency's needs, available resources, and targeted crash types, aspects common to LRSPs include:

- Stakeholder engagement representing the 4E's – engineering, enforcement, education, and emergency medical services, as appropriate.
- Collaboration among municipal, county, Tribal, State and/or Federal entities to leverage expertise and resources.
- Identification of target crash types and crash risk with corresponding recommended proven safety countermeasures.
- Timeline and goals for implementation and evaluation.

Local road agencies should consider developing an LRSP to be used as a tool for reducing roadway fatalities, injuries, and crashes.<sup>1</sup> The plan should be viewed as a living document that can be updated to reflect changing local needs and priorities.

<sup>1</sup> *Developing Safety Plans: A Manual for Local Rural Road Owners*, FHWA-SA-12-017, provides guidance on developing an LRSP.



While most transportation agencies have established traditional safety review procedures, a road safety audit (RSA) is unique. RSAs are performed by a multi-disciplinary team independent of the project. RSAs consider all road users, account for human factors and road user capabilities, are documented in a formal report, and require a formal response from the road owner. (See the eight steps for conducting an RSA below.)

RSAs provide the following benefits:

- Reduced number and severity of crashes due to safer designs.
- Reduced costs resulting from early identification and mitigation of safety issues before projects are built.
- Improved awareness of safe design practices.
- Increased opportunities to integrate multimodal safety strategies and proven safety countermeasures.
- Expanded ability to consider human factors in all facets of design.

RSAs can be performed in any phase of project development, from planning through construction. RSAs can also be conducted on any size project, from minor intersection and roadway retrofits to large-scale construction projects. Agencies are encouraged to conduct an RSA at the earliest stage possible, as all roadway design options and alternatives are being explored.



Multi-disciplinary team performs field review during an RSA.

Source: FHWA

## 19. Road Safety Audits



A road safety audit is a proactive, formal safety performance examination of an existing or future road or intersection by an independent and multi-disciplinary team.

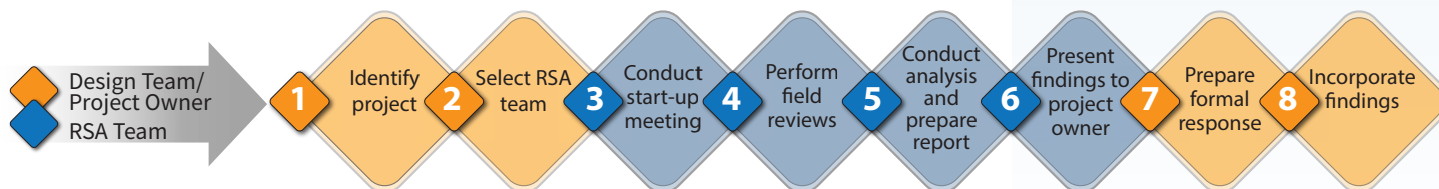
**SAFETY BENEFIT:**

**10-60%**

Reduction in total crashes

Source: *Road Safety Audits: An Evaluation of RSA Programs and Projects*, FHWA-SA-12-037; and FHWA *Road Safety Audit Guidelines*, FHWA-SA-06-06.

### CONDUCTING AN RSA



## 20. USLIMITS2



USLIMITS2 helps practitioners assess and establish safe, reasonable, and consistent speed limits



USLIMITS2 helps support speed limit decisions.

Source: Richard Retting

*“USLIMITS2 acts as an external, impartial, second set of eyes.”*

Georgia DOT Traffic Engineer

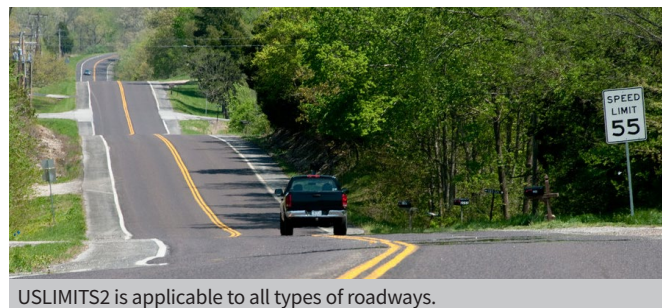
USLIMITS2<sup>1</sup> is a free, web-based tool designed to help practitioners assess and establish safe, reasonable, and consistent speed limits for specific segments of roadway.

It is applicable to all types of facilities, from rural and local roads and residential streets to urban freeways.

USLIMITS2 supports customary engineering studies<sup>2</sup> used to determine appropriate speed limits. These studies typically include evaluating criteria such as 85th percentile speed, traffic volumes, roadway type, roadway setting, number of access points, crash history, pedestrian/bicyclist activity, etc. Similarly, USLIMITS2 produces an unbiased and objective suggested speed limit value based on 50th and 85th percentile speeds, traffic volume, roadway characteristics, and crash data.

Traffic engineers often communicate with the public, community leaders, and government officials to explain the methodology behind setting speed limits. USLIMITS2 provides an objective second opinion and helps support these speed limit decisions. USLIMITS2 augments the credibility of engineering speed studies, helping to address concerns from local government officials and private citizens when speed limits are adjusted.

To begin using USLIMITS2, users create a new project or upload an existing project file for revisions or updates through the online tool. The website contains the user guide, information on the tool's decision logic and related research, and frequently asked questions.



USLIMITS2 is applicable to all types of roadways.

Source: Missouri DOT

USLIMITS Speed Zoning Report	
<b>Project name:</b> 44 speed	<b>Date:</b> 08-14-2017
<b>Analyst:</b> John Doe	<b>Crash Data Information:</b>
<b>Basic Project Information</b>	Crash Data Years: 0
Project Number: Project 1	Crash AADT: N/A
Route Name: US 44	Total Number of Crashes: N/A
From: Street A	Total Number of Injury Crashes: N/A
To: Street B	
State: Alabama	<b>Traffic Information</b>
County: Baldwin County	85th Percentile Speed: 55 mph
City: Daphne City	50th Percentile: 45 mph
Route Type: Road Section in Undeveloped Area	AADT: 5000 veh/day
Route Status: Existing	
<b>Roadway Information</b>	
Section length: 2 mile(s)	
Statutory Speed Limit: 55 mph	
Adverse Alignment: Yes	

Users can save their USLIMITS2 project files for future analysis or reviews.

<sup>1</sup> USLIMITS2 is available free online at <https://safety.fhwa.dot.gov/uslimits/>.

<sup>2</sup> For more information on setting speed limits based on engineering studies, refer to the *Manual on Uniform Traffic Control Devices*.









<https://safety.fhwa.dot.gov/provencountermeasures>.



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FHWA-SA-18-029

**Safe Roads for a Safer Future**  
*Investment in roadway safety saves lives*  
<http://safety.fhwa.dot.gov>

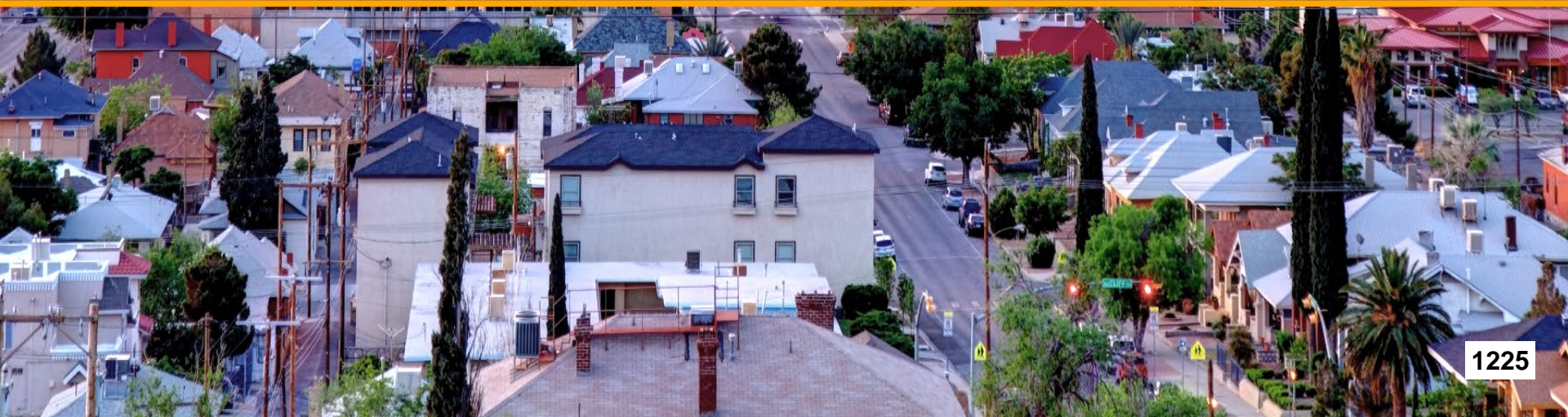
**1224**





# Joint Presentation on the City of El Paso Efforts & Vision Zero

City Council Presentation  
March 2, 2021



1225



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## Quarterly Fatality Analysis Cross-Functional Team

### Coordinated Review of Traffic Related Fatalities

Traffic Engineering & Police Special Traffic Investigation (STI) Unit share data on pedestrian and vehicle fatalities in order to gain understanding on trends and factors to use as an information tool for potential safety improvements, enforcement, and public education efforts. The working group (in collaboration with TxDOT and CID) recommends solutions based on data collection that includes improvements in the street infrastructure, projects in planning, design or construction, traffic counts, and collision records.



# Initiatives

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## Programs & Policies in Place that Address Traffic Safety

- ✓ Highway Safety Improvement Program (HSIP)
- ✓ Neighborhood Traffic Management Program (NTMP)
- ✓ Continuous Lighting of Arterial Roadways
  - ✓ Multiple corridors throughout city are being improved
  - ✓ Top 25 Arterials
    - ✓ Street reconstruction/resurfacing
    - ✓ Lighting
    - ✓ Landscaping
    - ✓ Medians
- ✓ Citywide Reconstruction/Resurfacing projects
  - ✓ Upgrade street lighting, sidewalks, ADA accessibility
- ✓ MPO Projects
  - ✓ Citywide Bicycle Infrastructure Project
  - ✓ Infrastructure & pedestrian improvements to include safety lighting
- ✓ CDBG projects
  - ✓ Pedestrian and traffic safety Improvements



# Getting to Zero Roadway Fatalities

## A Primer on Vision Zero



Ed Burgos – FHWA Texas Division





# Agenda

- What is Vision Zero?
- Principles of Vision Zero.
- Vision Zero Practices.
- Further Resources.



# What is Vision Zero?

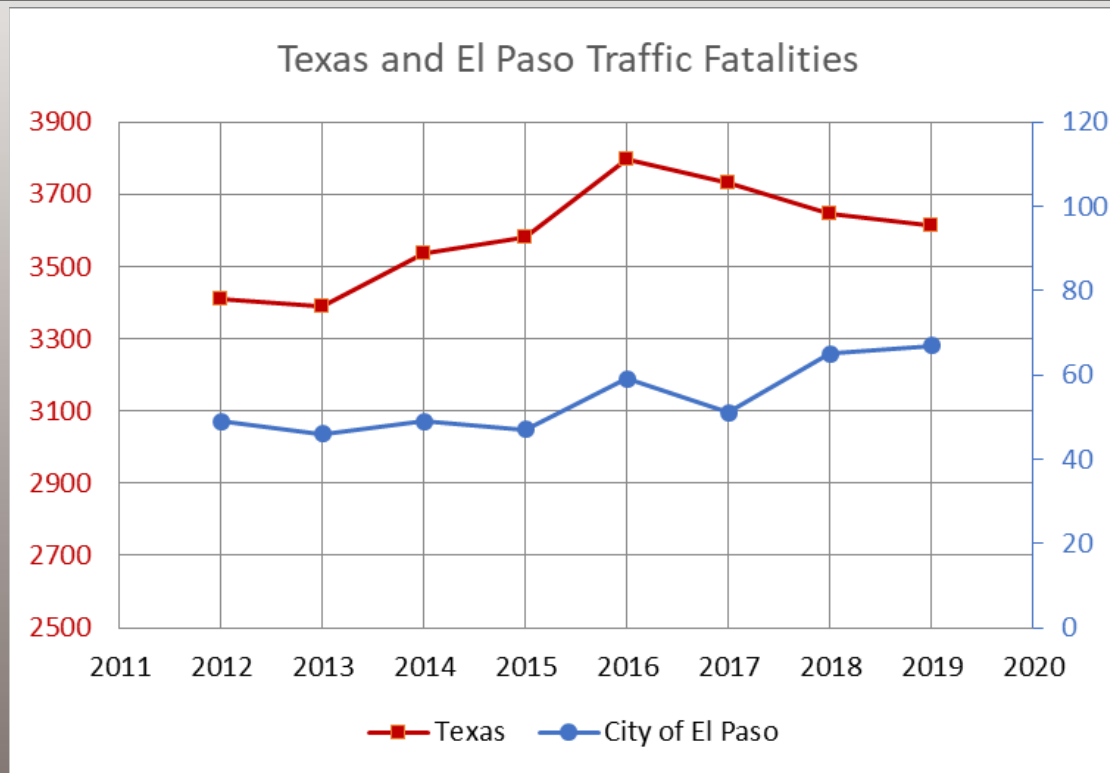
No loss of life acceptable.

Traffic fatalities and injuries are preventable.

People will make mistakes.



# Why do we need Vision Zero?



Texas has not had a day without a traffic death since November 7, 2000.

Data: TxDOT CRIS annual reports



# Texas and Vision Zero

- Austin, San Antonio, Laredo, Ft. Worth, Houston, and Dallas have formally adopted Vision Zero.
- Texas Strategic Highway Safety Plan:
  - Long Term aspirational goal of zero deaths.

## Texas Emphasis Areas:



Source: <https://www.texasshsp.com/>



# Principles of Vision Zero

- Traffic deaths and severe injuries are preventable.
- The protection of human life is the highest priority of the transportation system.
- Human error is inevitable, and the transportation system should be forgiving.



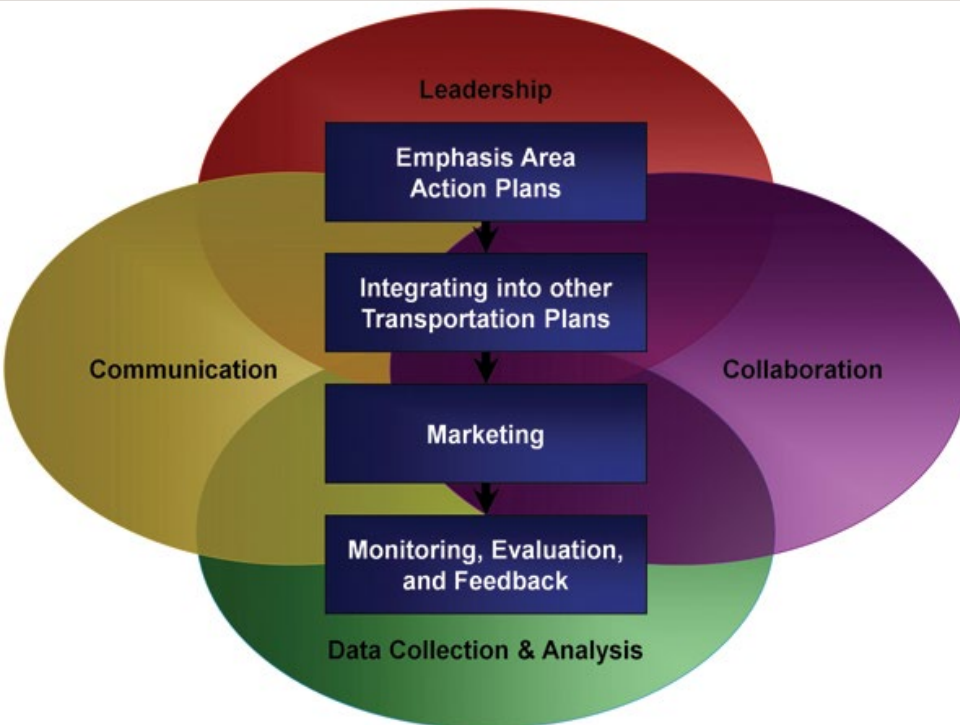
# Principles of Vision Zero

- Safe systems are more important than influencing behavior in reducing crashes.
- A Comprehensive approach involving public health, law enforcement, education, infrastructure improvements, technology advancements, and more.





# Vision Zero Practices



- Sustain leadership, collaboration, and accountability.
- Be data driven.
- Implement what works.
- Prioritize Safety.

Source: FHWA Strategic Highway Safety Plan Implementation Process Model



# Leadership, Collaboration, and Accountability

- A champion for safety is the best way to ensure all safety partners work in a collaborative group.
- Establish an organizational structure to formalize collaboration.
- Develop action plans.
- Evaluate progress and reassess goals



# Be Data Driven

- Use safety data to determine priorities:
  - Establish emphasis areas.
- Develop actionable strategies:
  - Use evidenced based approaches on what works.
- Use a safe systems approach:
  - Decreased focus on user behavior or individual locations.



# Implement What Works

- We know how to reduce severe crashes.
- Target overall trends with proven countermeasures.
- Be comprehensive:
  - Engineering and infrastructure.
  - Enforcement.
  - Education.



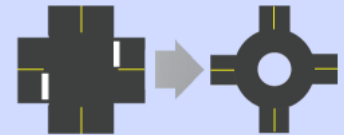
# What Works: Infrastructure

- Roundabouts.
- Pedestrian Hybrid Beacons.
- Road Diets.



## Roundabouts

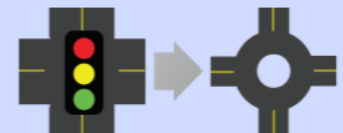
### Two-Way Stop-Controlled Intersection to a Roundabout



82%

Reduction in severe crashes

### Signalized Intersection to a Roundabout



78%

Reduction in severe crashes

Source: Highway Safety Manual



# Prioritize Safety

- Incorporate safety into all actions:
  - Land Development and permitting.
  - Maintenance of streets.
  - Long range plans.
  - Street design policies and standards.
- Prioritize funding for safety improvements.
- Maintain a collaborative approach to safety.





# What's Next?

- Select Champion
- Develop High Injury Network
- Establish Fatal Crash Review Committee
- Data, Data, Data



# Further Resources

- Vision Zero Network
  - <https://visionzeronetwork.org/>
- Road to Zero Coalition
  - <https://www.nsc.org/road-safety/get-involved/road-to-zero>
- FHWA Office of Safety
  - <https://safety.fhwa.dot.gov/>
- Austin Vision Zero
  - <http://www.austintexas.gov/visionzero>
- Texas Strategic Highway Safety Plan
  - <https://www.texasshsp.com/>



# Thank You



Source: FHWA

Ed Burgos  
Safety Engineer  
FHWA – Texas Division  
[ed.burgos-gomez@dot.gov](mailto:ed.burgos-gomez@dot.gov)





Legislation Text

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**File #:** 21-281, **Version:** 1

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

**All Districts**

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

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

**STRATEGIC GOAL:**

Choose an item.

**SUBGOAL:** Choose an item.

**SUBJECT:**

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

Discussion and action regarding a Resolution that the City of El Paso appoint to the Camino Real Regional Mobility Authority Dorothy "Sissy" Byrd to Position 6 and re-appoint Col. James Smith to Position 4, whose terms will expire on February 1, 2023.

**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**, in accordance with Section 370.251 of the Texas Transportation Code and the City of El Paso's Petition and Request for Authorization to Form the Camino Real Regional Mobility Authority, as approved by the Texas Transportation Commission, the terms for three (3) Camino Real Regional Mobility Authority (CRRMA) Board positions expire on February 1<sup>st</sup> of each year;

**WHEREAS**, in the event of a vacancy, reappointment, or replacement, Board member nominations shall be solicited by the Mayor from City Council by written notice for a period of not less than two (2) weeks, and upon completion of this two week period, the Mayor shall review all received recommendations and those identified by the Mayor as well;

**WHEREAS**, the Mayor shall then make one (1) nomination for each position via presentation to the City Council at a City Council meeting and Council shall appoint a member for each open position by majority vote evidenced by City Council Resolution; and

**WHEREAS**, on January 29, 2021, the Mayor notified City Council in writing of the intent to appoint Board members and also provided an opportunity for Council members to provide recommendations for nominations by February 12, 2021;

**WHEREAS**, recommendations were received from Council;

**WHEREAS**, the Mayor now nominates a candidate for appointment for CRRMA Board Position 6 and re-appointment to Position 4 in accordance with the appointment process outlined herein and presents the nominations at a City Council meeting on March 2, 2021; and

**WHEREAS**, the City now desires to make an appointment for CRRMA Board Position 6 and re-appointment for Position 4 in accordance with the appointment process outlined herein.

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

That the City of El Paso hereby appoints to the Camino Real Regional Mobility Authority Dorothy "Sissy" Byrd for Position 6 and re-appoints Col. James Smith for Position 4 which shall both take effect March 2, 2021 and expire on February 1, 2023.

**APPROVED** this 2<sup>nd</sup> day of March 2021.

(Signatures on the following page)



**THE CITY OF EL PASO:**

---

Oscar Leaser  
Mayor

**ATTEST:**

---

Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



---

Omar De La Rosa  
Assistant City Attorney

Dear Mayor Leeser and City Council Representatives,

I have submitted my resume for the appointment to the Camino Real Regional Mobility Authority Board (CRRMA) in El Paso, Texas and I humbly request your consideration and your endorsement by voting so that I will be selected.

For me it is always an honor to serve my community in any way that I can. I have consistently demonstrated proven leadership in our community, shown my compassion and my commitment for the betterment of El Paso, Texas.

I have maintained an unwavering commitment to our community by volunteering. In 2019, I had the honor of being inducted into 3 Hall of Fame's. On March 30, 2019, inducted into the El Paso Commission for Women Hall of Fame. April 25, 2019, inducted into the City of El Paso Senior Corps Older El Paso (RSVP) Hall of Fame. In November 2019, selected to be inducted into the El Paso County Democratic Party Hall of Fame and inducted on January 25, 2020.

In 2020 even with our community facing trying times during the pandemic, I still volunteered in our community at our local food bank and delivered food boxes. And ran a campaign for City Council, which was very hard but worth it.

I am a member of many organizations here in El Paso and I am holding or have held various positions from Chair to other elected or appointed positions. In some, I have made history.

I am vetted in this community since coming here in 1991 from Germany.

By being selected for this board I will bring to this Board an open mind and a willingness to learn, do what is right and be apart of the future growth of our City.

I am committed to seeking another run for office again in the future or be in another capacity in which I will work for the citizens of El Paso, Texas, so therefore this position will increase my knowledge of how our city works which is very important to me. I understand that the board meetings are on Wednesday's during the time that I am to be at work but this will not be a problem due to the fact that I have put in a leave of absence for Wednesday mornings with no pay to be able to attend the meetings. I called and did visit this board's website to understand when and how this board is working for El Paso, and I can without hesitation confirm that I will be committed to the Camino Real Regional Mobility Authority Board (CRRMA) in El Paso, Texas and will be available. I stand by this" Remember to stand up for what is right and do a good job even if you lose something, could be a job or position but don't lose yourself."

I have attached my resume and can provide letters of recommendation if needed, as well.

Please feel free to reach me at anytime at (915) 861-3159. Thank you in advance and I am looking forward to hearing from you soon with your decision.

Sincerely,

*Dorothy M. Byrd*

Dorothy "Sissy" M. Byrd

## **Dorothy M. Byrd**

### **Job Objective**

A position where my experience and skills will be an asset to your company/board.

I have many years' experience in the fields of Home Health, Accounting, Bookkeeping, Supply Clerk, Office Clerk, Auditing, Marketing, Mental Health Care Manager with Management and Supervisory Skills.

### **Skills**

Accounts Payable  
Payroll  
Reconciling Bank Accounts  
Invoicing  
Filing  
Medical Billing  
Data Entry  
Dispatcher  
Case Management  
Supervisor (over 10 people)

Accounts Receivable  
Bookkeeping  
Medical Coding  
Auditing  
Notes Payable  
Insurance Eligibility  
Inventory-Ordering/Accountability  
Public Relations / Marketer  
Intake / Referrals  
Patient Files

Computer Software / Training: Quick Books, Excel, Word, Office Works, GLMI, Kinnser, ICD-9 and ICD-10 Medical Coding

Machines / Office Equipment: Calculators, Printing Equipment, Fax Machine and Computer (Laptop and Tabletop).

### **Employment**

#### **Our Angel Home Health, Inc.**

6080 Surety Drive  
El Paso, Texas 79905

January 2011 – Current  
(915) 629-9600

#### **Position: Insurance Specialist**

Duties: Verify all Patients Benefits and Eligibility for Referrals, ICD-10 Medical Coding, Data Entry of Patients Information into Computer, Enter all Insurance Authorization into Computer, Chart Tracking Forms, Monthly Compose and Verity Eligibility Verification Report for all Patients, Daily Discussions about Patient's Care (Scheduling, Service and Amount of Visits) due to Benefits, Mail, Recertification Report Daily , Weekly Medicare Eligibility Inquiry Summary Report, Assign Nurses for Admissions, Call Patients, Daily Claim Summary Totals Inquiry Report, Check History Report Daily for EFT, Authorization for Additional Service Forms Daily, Audit Charts for Payment, Verity Notes to Computer Data, Kmail, Medical Billing, Filing, Fax/Call/Email to Insurance Companies Required Paperwork, Answer Phone, Represent Our Angel at Meetings and Functions, Marketer and Pick-up orders from Doctors offices when needed.

**Dorothy M. Byrd**

### **Employment**

**Col. Louis A. Carter American Legion Post 832**

2400 Bassett Avenue

El Paso, Texas 79925

Position: **Post Helper**

Duties: Bartender, Order Liquor, Beer, Supplies, Inventory and follow TABC guidelines.

April 2008- July 2018

(915) 534-9395

**Back at the Ranch**

10948 Ted Williams Place (Home Office)

El Paso, Texas 79934

Position: **El Paso Operations Manager**

Duties: Company is in Santa Fe, New Mexico. Buyer of Exotic skins, Inspections of Boots, Log for Skins, Check Orders, Order Supplies, Inventory, Public Relations, Bi-Weekly Meeting with Owners of Boot Making Companies, Daily contact with Boot Makers, Oversee 10 Boot Makers, Schedule Meetings with Owner of Back at the Ranch (when in town) and local Boot Companies

August 2004 – July 2007

(915) 822-3300

**Houchen Community Center**

609 S Tays Street

El Paso, Texas 79901

Position: **Bookkeeper / Secretary**

Duties: Payroll, Financial Statements, Audits, Reconciling (6) Bank Accounts, Accounts Receivables, Accounts Payable, Budgets (Daycare, Community Center, LIFT, Food Pantry, etc.), Report on Financial Review at Finance Committee Meeting and Board of Directors Meeting Monthly, Grant Tracking, Help with Grant Writing, 3 Sets of Books (Community Center, Daycare and LIFT), State and Federal Reports for Payroll and Sales, Help with various programs and fundraisers when needed (Fun in the Sun, Food Pantry, Festivals and Banquets) and a Newsletter. Represent Houchen at Meetings and Functions. Log of Donators for Thrift Shop and arrange pick-ups for items.

July 2002 – June 2004

(915) 533-6445

## **RESOLUTION**

**WHEREAS**, in accordance with Section 370.251 of the Texas Transportation Code and the City of El Paso's Petition and Request for Authorization to Form the Camino Real Regional Mobility Authority, as approved by the Texas Transportation Commission, the terms for three (3) Camino Real Regional Mobility Authority (CRRMA) Board positions expire on February 1<sup>st</sup> of each year;

**WHEREAS**, in the event of a vacancy, reappointment, or replacement, Board member nominations shall be solicited by the Mayor from City Council by written notice for a period of not less than two (2) weeks, and upon completion of this two week period, the Mayor shall review all received recommendations and those identified by the Mayor as well;

**WHEREAS**, the Mayor shall then make one (1) nomination for each position via presentation to the City Council at a City Council meeting and Council shall appoint a member for each open position by majority vote evidenced by City Council Resolution; and

**WHEREAS**, on January 29, 2021, the Mayor notified City Council in writing of the intent to appoint Board members and also provided an opportunity for Council members to provide recommendations for nominations by February 12, 2021;

**WHEREAS**, recommendations were received from Council;

**WHEREAS**, the Mayor now nominates a candidate for appointment for CRRMA Board Position 6 and re-appointment to Position 4 in accordance with the appointment process outlined herein and presents the nominations at a City Council meeting on March 2, 2021; and

**WHEREAS**, the City now desires to make an appointment for CRRMA Board Position 6 and re-appointment for Position 4 in accordance with the appointment process outlined herein.

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

That the City of El Paso hereby appoints to the Camino Real Regional Mobility Authority Dorothy "Sissy" Byrd for Position 6 and re-appoints Col. James Smith for Position 4 which shall both take effect March 2, 2021 and expire on February 1, 2023.

**APPROVED** this 2<sup>nd</sup> day of March 2021.

(Signatures on the following page)

**THE CITY OF EL PASO:**

---


Oscar Leeser  
Mayor

**ATTEST:**

---

Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



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Omar De La Rosa  
Assistant City Attorney





Legislation Text

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File #: 21-286, Version: 1

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

**All Districts**

Mayor and Council, Representative Alessandra Annello, (915) 212-0002

Mayor and Council, Representative Joe Molinar, (915) 212-0004

**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 that the City of El Paso is proud to support the President of the United States establishing Castner Range National Monument in order to preserve a highly-important area within our region of environmental, historic, scientific, cultural and scenic value for current and future generations.

**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:** March 2, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** REP ALEXSANDRA ANNELLO, 212-0002  
REP JOE MOLINAR, 212-0004  
REP PETER SVARZBEIN, 212-0001

**DISTRICT(S) AFFECTED:** ALL

**STRATEGIC GOAL:** (Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments )

**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 of El Paso is proud to support the President of the United States establishing Castner Range National Monument in order to preserve a highly-important area within our region of environmental, historic, scientific, cultural and scenic value for current and future generations.

**BACKGROUND / DISCUSSION:**

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

This resolution would encourage the establishment of Castner Range as a national monument.

**PRIOR COUNCIL ACTION:**

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

Yes. A prior resolution was supported in 2016.

**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\*\*\*\*\*

## RESOLUTION

**WHEREAS**, Castner Range encompasses more than 11 square miles—7,081 acres exactly—and runs from the eastern boundary of the Franklin Mountains State Park to the western edge of the US 54 North-South Patriot Freeway and is surrounded on three sides by the City of El Paso; and

**WHEREAS**, Castner Range is rich in biodiversity, open-air space and dozens of natural canyons, arroyos, and—in particular—alluvial fans which efficiently transport run-off from the Franklin Mountains' heights to the City-owned channels that lead to large retention ponds which effectively store the run-off; and

**WHEREAS**, the greatest concentration of natural springs in the Franklin Mountains is on Castner Range, and some of the most geologically complex and visually striking parts of the Franklin Mountains are found there; and

**WHEREAS**, Castner Range is rich in wildlife, including 62 bird species, 20 types of lizards (among them the Chihuahuan spotted whiptail) and 29 types of snakes (e.g., the endangered Texas lyre); and

**WHEREAS**, Castner Range has a combination of unique natural native plant and animal habitats, spectacular scenery and rich cultural features unequaled anywhere else in the Franklins; and

**WHEREAS**, Castner Range is home to 27 wildlife or plant species listed as “threatened or endangered” by the U.S. Fish and Wildlife Service, including the ferruginous hawk, the Texas horned lizard, the Franklin Mountains talus snail and the desert night-blooming cereus; and

**WHEREAS**, one of those plant species is the Mexican Gold Poppy colloquially known as “the poppies”, and is so beloved by the local and regional populace that an annual festival takes place, celebrating their bloom in the spring; and

**WHEREAS**, As an active artillery range from 1926-1966, Castner Range played a pivotal historical role in preparing our soldiers for military service; and

**WHEREAS**, Castner Range lies on TX Loop 375 and is thus easily reached by millions of individuals residing in or visiting the El Paso area and the U.S.-Mexico border region; and

**WHEREAS**, Castner Range abuts the Franklin Mountains State Park and a national designation would provide unique complementary educational and recreational opportunities and quality of life opportunities for Texans, for service members stationed at Fort Bliss, and other residents of southern New Mexico and northern Chihuahua; and

**WHEREAS**, The Castner Range lands could provide unique recreational opportunities and quality of life opportunities for El Paso residents, service members stationed at Fort Bliss, and other residents of far west Texas, southern New Mexico and northern Chihuahua; and

**WHEREAS**, El Paso benefits by fostering tourism, strengthening the outdoor recreation economy, and preserving the qualities that make this area a desirable location for families, retirees and businesses; and

**WHEREAS**, the greater El Paso business community would benefit from a national monument designation as would nationally-recognized recreation and sports/athletic groups; and

**WHEREAS**, A Castner Range National Monument would protect historic sites including petroglyphs and pictographs dating back 14,000 years to the Paleo-Indian, Archaic and historic Indian eras; and

**WHEREAS**, A Castner Range National Monument recognizes a 21st Century conservation effort centered around justice, equity, diversity, and inclusion and protects frontline communities and other marginalized communities who disproportionately bear the brunt of climate impacts; and

**WHEREAS**, the people and the governments of the El Paso area have repeatedly and consistently demonstrated their support for preservation of Castner Range as natural open space.

**NOW, THEREFORE, BE IT RESOLVED** that the City of El Paso is proud to support the President of the United States establishing Castner Range National Monument in order to preserve a highly-important area within our region of environmental, historic, scientific, cultural and scenic value for current and future generations.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

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:



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Karla Muñoz  
Assistant City Attorney



Legislation Text

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**File #:** 21-288, **Version:** 1

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

**District 2**

Mayor and Council, Representative Alessandra Annello, (915) 212-0002

**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 that the City Council declares that the expenditure of District 2 discretionary funds in an amount not to exceed \$1,800.00 to purchase a public bench to be installed on City-owned property near Ellis Road and Loretto Street serves a municipal purpose of fostering community pride; promoting the visual image of El Paso, enhancing El Paso's quality of life, and nurturing and promoting a healthy and sustainable community.

**BACKGROUND / DISCUSSION:**

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

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:** March 2, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** REP ALEXSANDRA ANNELLO, 212-0002

**DISTRICT(S) AFFECTED:** District 2

**STRATEGIC GOAL:** (Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments)

**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 declares that the expenditure of District 2 discretionary funds in an amount not to exceed \$1,800.00 to purchase a public bench to be installed on City-owned property near Ellis Road and Loretto Street serves a municipal purpose of fostering community pride; promoting the visual image of El Paso, enhancing El Paso's quality of life, and nurturing and promoting a healthy and sustainable community.

**BACKGROUND / DISCUSSION:**

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

N/A

**PRIOR COUNCIL ACTION:**

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

N/A

**AMOUNT AND SOURCE OF FUNDING:**

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

N/A

---

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

## RESOLUTION

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

That the City Council declares that the expenditure of District 2 discretionary funds in an amount not to exceed \$1,800.00 to purchase a public bench to be installed on City-owned property near Ellis Road and Loretto Street serves a municipal purpose of fostering community pride; promoting the visual image of El Paso, enhancing El Paso's quality of life, and nurturing and promoting a healthy and sustainable community.

That the City Manager be authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute any related agreements and amendments to such agreements.

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


**THE CITY OF EL PASO:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta A. Brito  
Assistant City Attorney



Legislation Text

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File #: 21-289, Version: 1

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

**All Districts**

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

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.*

Discussion and action that the City Manager be authorized to execute free bus rides to the citizens of El Paso who need transportation to have their COVID-19 vaccine administered.

**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:** Mayor and Council

**AGENDA DATE:** March 2, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Representative Claudia L. Rodriguez 212.0006  
Representative Isabel Salcido 212.0005

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:**

Goal 8. Nurture and Promote a healthy, sustainable community.

**SUBJECT:**

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

Discussion and action that the City Manager be authorized to execute free bus rides to the citizens of El Paso who need transportation to have their Covid-19 vaccine administered.

**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?

Discussion and action that the City Manager be authorized to execute free bus rides to the citizens of El Paso who need transportation to have their Covid-19 vaccine administered.

**PRIOR COUNCIL ACTION:**

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

**AMOUNT AND SOURCE OF FUNDING:**

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

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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)