

Oscar Leeson  
Mayor

Tommy Gonzalez  
City Manager



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

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

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**April 13, 2021**

**3:30 PM**

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

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

**Conference ID: 951-995-512#**

**AND**

### **AGENDA REVIEW MEETING**

**April 12, 2021**

**3:30 PM**

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

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

**Conference ID: 103-388-50#**

### **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 April 12, 2021 at 3:30 P.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on April 13, 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, April 12, 2021 Conference ID: 103-388-50#**

**Regular Council Meeting, April 13, 2021 Conference ID: 951-995-512#**

**The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following links:**

**<https://www.elpasotexas.gov/city-clerk/meetings/city-council-meetings>  
and  
[http://legacy.elpasotexas.gov/muni\\_clerk/Sign-Up-Form-Call-To-The-Public.php](http://legacy.elpasotexas.gov/muni_clerk/Sign-Up-Form-Call-To-The-Public.php)**

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

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

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

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

### **ROLL CALL**

### **MAYOR'S PROCLAMATIONS**

Sexual Assault Awareness Month

Global Youth Service Day

### **NOTICE TO THE PUBLIC**

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

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

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

1. Approval of Minutes of the Regular City Council Meeting of March 30, 2021, the Agenda Review Meeting of March 29, 2021, and the Work Session of March 29,

**[21-398](#)**

2021.

**All Districts**

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

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

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

**CONSENT AGENDA - RESOLUTIONS:**

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

3. That the City Manager be authorized to sign a Chapter 380 Agreement by and between the CITY OF EL PASO, a Texas home rule municipal corporation, and LIFTFUND, INC., in support of the administration of a small business relief program to provide grants to eligible small businesses within the City of El Paso affected by the COVID-19 pandemic. [21-361](#)

**District 6**

Economic and International Development, Mirella Craigo, (915) 212-1617

4. That the City Manager be authorized to sign a Lessor's Approval of Assignment of the Ground Lease, by the City of El Paso ("Lessor"), Infinity Nine at El Paso, LLC, ("Assignor") and Sealy Hawkins Boulevard, LLC ("Assignee") for property described as Lots 1, Block 14, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, also known as 1701 Hawkins Boulevard, El Paso, Texas. [21-417](#)

The remaining lease term is 19 years and 7 days with two (2) five-year options. The site is 235,245 SF at \$0.3119 per SF and the annual rent is \$73,372.92. The lease agreement expires April 30, 2040 with option to extend to April 20, 2050.

**District 3**

Airport, Sam Rodriguez, (915) 212-7301

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

5. A Resolution that the City Council authorizes the Mayor to sign a letter in support of the proposed National Register of Historic Places nomination of Segundo Barrio Historic District. [21-413](#)

**District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Tony De La Cruz, (915) 212-1589

6. A Resolution authorizing the City Engineer to sign a change order to increase the Project Amount Bid for the Yarbrough Drive South, [21-420](#)

George Dieter Drive & Lee Trevino Drive Roadway Lighting and Median Landscaping Project by \$138,932.00, resulting in increasing the original project amount of \$5,710,558.40 to a Total Project Amount of \$5,849,490.40.

The increase is for the additional cost associated with changing the Round Tapered Aluminum Poles called for in the Contract to Green Fluted Poles in the Yarbrough South Portion of the Project. The George Dieter and Lee Trevino Roadway segments do not call for any street lighting.

The increase is covered by the Project's Contingency and will cover the costs for the following:

- The cost differential associated with providing Green Fluted Poles instead of Round Tapered Aluminum Poles.
- The cost associated with any work required as part of effecting the change in materials that will ensure consistency with the type of poles being called for in the other roadway corridors throughout the City of El Paso.

**District 3, 5, 6 & 7**

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

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

7. The linkage to the Strategic Plan is subsection 6.3 - Implement programs to reduce organizational risk. [21-422](#)

That the Director of Purchasing and Strategic Sourcing Department be authorized to extend the existing contract 2009-097R 457 (b) Deferred Compensation Plan Administrator and 401(a) Profit Sharing Administrator with Prudential, effective June 1, 2021; to continue to provide administrator services for the City's 457(b) and 401(a) plans on a month-to-month basis, with 60 days written notice of termination, and under the terms of the existing service agreement.

**All Districts**

Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181  
Human Resources, Mary L. Michel, (915) 212-1267

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

8. That the City Engineer is authorized to sign an Easement for a Public Road or Street with the Secretary of the United States Army to allow the City to construct, operate, and maintain park and ride facilities and infrastructure associated with the Montana Rapid Transit System on 12.88 acres of Ft. Bliss property located near the intersection of Montana Avenue and Lee Trevino Dr. and the intersection of Montana Avenue and George Dieter Dr. [21-421](#)

**District 3 & 5**

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

9. That the City Manager, or designee, be authorized to sign an Underground Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located near the intersection of Franklin Avenue and El Paso Street legally described as a Portion of Block 18, Mills Addition, an addition to the City of El Paso, El Paso County, Texas.

[21-424](#)

**District 8**

Capital Improvement Department, Sam Rodriguez, (915) 212-1845

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

10. A Resolution to authorize the Mayor to sign an Interlocal Agreement between the City of El Paso and Texas A&M University for COVID-19 outreach, prevention and vaccination information within El Paso County.

[21-354](#)

**All Districts**

Public Health, Angela Mora, (915) 212-6502

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

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

11. Sandra Sanchez Almanzan to the City Plan Commission by Mayor Oscar Leeser.

[21-440](#)

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

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

12. Matt Kerr to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.

[21-436](#)

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

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

13. Andres Farias to the Fair Housing Task Force, as a Regular Member, by Representative Cissy Lizarraga, District 8.

[21-445](#)

Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

**CONSENT AGENDA - BOARD APPOINTMENTS:**

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

14. Jose L. Reyes to the City Plan Commission by Representative Henry Rivera, District 7. [21-443](#)

Members of the City Council, Representative Henry Rivera, (915) 212-0007

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

15. Gary Edens to the Museums and Cultural Affairs Advisory Board by Mayor Oscar Leeser. [21-437](#)

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

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

16. Cristian Botello to the Public Service Board Selection Committee by Representative Claudia L. Rodriguez, District 6. [21-434](#)

Members of the City Council, Representative Claudia Rodriguez, (915) 212-0006

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

17. Casey Mangan to the Fair Housing Task Force, as an Alternate Member, by Representative Cissy Lizarraga, District 8. [21-444](#)

Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

18. Melanie Bailey to the El Paso Housing Finance Corporation by Mayor Oscar Leeser. [21-448](#)

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

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

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

19. 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) [21-407](#)

**All Districts**

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

20. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment B) [21-408](#)

**All Districts**

**CONSENT AGENDA - BIDS:**

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

21. The linkage to the Strategic Plan is subsection 3.1 - Improve the visual impression of the community (gateways, corridors, intersections and parkland).

**21-399**

**Award Summary:**

The award of Solicitation No. 2021-0735 Fertilizer to the Timothy Mitchell dba C.M.C. Agronomy, LLC. for items 4 and 5, for a three (3) year initial term estimated award of \$175,800.00. The award also includes a two (2) year optional amount of \$117,200.00. The total value of the contract including the initial term plus the option is five (5) years for an estimated award of \$293,000.00. This contract will provide fertilizer products, needed for the city's parks.

**Contract Variance:**

There is no prior contract to compare.

Department:	Streets and Maintenance
Vendor:	Timothy Mitchell dba C.M.C. Agronomy, LLC. McKinney, TX
Item(s):	4 and 5
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 58,600.00
Initial Term Estimated Award:	\$175,800.00 (3 years)
Total Estimated Award:	\$293,000.00 (5 years)
Account No.:	451 - 1000 - 51295 - 531130 - P5120
Funding Source:	General Fund
District(s):	All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Timothy Mitchell dba C.M.C. Agronomy, LLC. the lowest responsive responsible bidder.

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

**All Districts**

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

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

22. The linkage to the Strategic Plan is subsection 6.3 - Implement programs to reduce organizational risk.

[21-419](#)

Award Summary:

That Medlock Commercial Contractors, LLC shall be reinstated to active bidding status with the City of El Paso effective immediately.

**All Districts**

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

**REGULAR AGENDA - OPERATIONAL FOCUS UPDATES**

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

23. Budget Update.

[21-401](#)

**All Districts**

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

**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: 951-995-512#

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

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

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

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

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 3:30 p.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are

available for review in the City Clerk's office, 300 N. Campbell, Monday through Friday, 8:00 a.m. to 5:00 p.m.

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

24. An Ordinance granting Dominion Ambulance, LLC, a franchise extension and amending Ordinance No. 018924, to modify its franchise rates, to operate a non-emergency ambulance transfer service. [21-425](#)

### **All Districts**

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

**PUBLIC HEARING WILL BE HELD ON APRIL 27, 2021**

25. An Ordinance granting Elite Medical Transport of Texas, LLC d/b/a Elite Medical Transport, a franchise extension and amending Ordinance No. 018925, to modify its franchise rates, to operate a non-emergency ambulance transfer service; and repealing Ordinance No. 019111. [21-426](#)

### **All Districts**

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

**PUBLIC HEARING WILL BE HELD ON APRIL 27, 2021**

26. An Ordinance granting Life Ambulance, Inc., a franchise extension and amending Ordinance No. 018926, to modify its franchise rates, to operate a non-emergency ambulance transfer service. [21-427](#)

### **All Districts**

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

**PUBLIC HEARING WILL BE HELD ON APRIL 27, 2021**

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

27. An Ordinance granting Special Permit No. PZST20-00011, to allow for infill development with reduction of parking, lot area, lot width, lot depth, front yard setback, and cumulative front & rear yard setback on the property described as being the west 47.47 feet of Lot 5, Indian Town Subdivision, 9124 San Fernando Court, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code. [21-402](#)

The proposed special permit and detailed site development plan meet 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: 9124 San Fernando Ct.  
Applicant: Rogelio Gaytan, PZST20-00011

### **District 6**

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



**PUBLIC HEARING WILL BE HELD ON MAY 11, 2021**

28. An Ordinance changing the zoning of Lot 27, Block 1, Alto Mesa Unit 5, 6700 N. Mesa Street, City of El Paso, El Paso County, Texas from P-C (Planned Commercial) to C-2 (Commercial). The penalty being as provided in Chapter 20.24 of the El Paso City Code.

[21-410](#)

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: 6700 N. Mesa Street  
Applicants: Weststar Bank  
PZRZ21-00002

**District 8**

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

**PUBLIC HEARING WILL BE HELD ON MAY 11, 2021**

29. An Ordinance vacating a 87 square-foot portion of a 10-foot public utility easement located within a portion of Lot 14, Block 485, Tierra del Este Unit Seventy Four, City of El Paso, El Paso County, Texas.

[21-414](#)

Subject Property: 2401 Tierra Murcia St.  
Applicant: Sanderson Village, LLC SUET21-00001

**District 5**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Emily Diaz-Melendez, (915) 212-1612

**PUBLIC HEARING WILL BE HELD ON APRIL 27, 2021**

30. An Ordinance amending Title 2 (Administration and Personnel) of the El Paso City Code, to amend Chapter 2.94 (Regulation of Lobbying Activities) Section 2.94.130 (Disqualification from Contracting). The penalty being as provided for in Chapter 2.94.130 of the El Paso City Code.

[21-418](#)

**All Districts**

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

**PUBLIC HEARING WILL BE HELD ON APRIL 27, 2021**

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

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

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

[21-409](#)

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Public Facilities and Services, Inc., the sole source provider for the upkeep, maintenance and monitoring of the automated public toilets located at the two downtown international bridges, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance: No contract variance.

Department:	International Bridges
Award to:	Public Facilities and Services, Inc. Roswell, GA
Annual Estimated Amount:	\$76,560.00
Total Estimated Award:	\$229,680.00 (3 years)
Account No.:	522060-564-3300-64830
Funding Source:	International Bridge Operations
District(s):	1, 3 and 8
Reference No.:	2021-0485

This is a Sole Source, service and maintenance contract.

**District 1, 3, and 8**

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

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

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

[21-394](#)

**Award Summary:**

Discussion and action on the award of Solicitation 2021-0793 Dick Shinaut and Salvador Rivas Park Improvements to PRIDE GENERAL CONTRACTORS, LLC for an estimated award of \$856,548.15. This contract will provide park improvements as follows:

Dick Shinaut Skate Park Improvements consists of new street plaza skate park, landscape and illumination improvements.

Salvador Rivas Park Improvements consist of the removal of existing sidewalk, curb and gutter, site clearing and grading, the preparation of subgrade and installation of new base course, landscape and illumination improvements.

Department:	Capital Improvement
Award to:	PRIDE GENERAL CONTRACTORS, LLC El Paso, TX
Item(s):	All
Initial Term:	190 Consecutive Calendar Days
Base Bid I:	\$479,141.33
Base Bid II:	\$377,406.82

Total Estimated Award: \$856,548.15  
Account No.: 190 - 4800 - 29010 - 580270 - PCP13PRKA05  
190 - 4800 - 29010 - 580270 - PCP13PRKA27A  
Funding Source: 2012 Quality of Life Bond  
District(s): 5

This is a Low Bid procurement, unit price contract.

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

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

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

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

**District 5**

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

33. The linkage to the Strategic Plan is subsection 4.2 Create innovative recreational, educational and cultural programs. This contract will provide Full Service Smart Kiosk Payment Centers, license and maintenance.

[21-405](#)

Discussion and action on the request that the Director of the Purchasing and Strategic Sourcing Department be authorized to issue Purchase Orders over the next three (3) years totaling an estimated amount of \$126,204.00 to Comprise Technologies, Inc., the sole source provider for Full Service Smart Kiosk Payment Centers software and equipment used at the Public Libraries, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance: No contract variance.

Department: Library Services  
Award to: Comprise Technologies  
Navesink, NJ  
Total Estimated Amount: \$126,204.00  
Funding Source: General funds  
Account No.: 453-1000-580090-53030  
453-1000-580090-53050

453-1000-580090-53060  
453-1000-580090-53070  
453-1000-580090-53080  
453-1000-580090-53090  
453-1000-580090-53100  
453-1000-580090-53110  
453-1000-580090-53120  
453-1000-580090-53130  
453-1000-580090-53140  
453-1000-580090-53160  
453-1000-580090-53310  
453-1000-580090-53311

Districts(s): All  
Sole Source No.: 2021-1138

This is a Sole Source, requirements contract.

**All Districts**

Libraries, Norma Martinez, (915) 212-3200  
Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

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

[21-406](#)

**Award Summary:**

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

Contract Variance: No cost to the City.

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

This is a Request for Proposal, service contract.

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

**All Districts**

Human Resources, Mary L. Michel, (915) 212-1267

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

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

35. The linkage to the strategic plan is subsection 7.5 - Set one standard for infrastructure across the city.

[21-400](#)

**Award Summary:**

Discussion and action on the request that the Director of the Purchasing and Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Sierra Machinery Inc., the sole factory authorized dealer of Volvo, Gradall, and Doosan parts & service in the El Paso area, with a two (2) year term and with a stipulation that Sierra Machinery Inc. provide an updated sole source letter and affidavit each year. This contract will ensure continued maintenance and repair of the Volvo, Gradall, and Doosen heavy equipment owned by the City.

**Contract Variance:**

The difference in cost, based on comparison to the previous contract is as follows: A yearly increase of \$13,333.33 or a 7.1% due to increases in units being serviced.

Department:	Streets and Maintenance
Award to:	Sierra Machinery Inc. El Paso, TX
Initial Term:	2 years
Annual Estimated Amount:	\$200,000.00
Total Estimated Award:	\$400,000.00 (2 years)
Account No.:	531210-532-3600-37020-P3701 531250-532-3600-37020-P3701
Funding Source:	Inventory Purchases Materials and Supplies Equipment Outside Repair Services
District(s):	All
Sole Source Reference:	2021-0742

This is a Sole Source, requirements contract.

**All Districts**

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

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

**REGULAR AGENDA - OTHER BUSINESS:**

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

36. Presentation and discussion on the City's Capital Improvement Program. [21-416](#)

**All Districts**

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

#### **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 Combination Tax and Revenue Certificates of Obligation, Series 2021A and Series 2021B; levying a continuing direct annual ad valorem tax for the payment of such certificates; and resolving other matters which are necessary to effectuate such issuance, including the delegation of matters relating to the sale and issuance of such Certificates to an authorized City official within certain specified parameters. [21-395](#)

**All Districts**

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

38. An Ordinance authorizing the issuance of City of El Paso, Texas, General Obligation Bonds, Series 2021 and General Obligation Refunding Bonds, Taxable Series 2021A; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance; including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official within certain specified parameters. [21-396](#)

**All Districts**

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

39. An Ordinance approving the issuance of the City of El Paso Downtown Development Corporation Special Revenue Refunding Bonds, Taxable Series 2021 (Downtown Ballpark Venue Project) by the City of El Paso Downtown Development Corporation, approving a Third Amendment to Master Lease Agreement related to such refunding bonds and approving other matters incident and related thereto. [21-397](#)

**All Districts**

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

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

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

40. An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and Permits), Subsection (H) exceptions to add Paragraph 12 signs may be located in the Public Right of Way without the requirement of a Sign Permit or a Special Privilege, which meet the following criteria: (K) the sign may not be placed closer than twenty (20) feet to a waste container placed in the Right of Way pursuant to a Franchise Agreement issued by the City; (J) the sign may not be placed in that area of a triangle formed by the intersecting property lines and a diagonal joining property line at points twenty (20) feet from their intersection of any corner lot. The penalty is as provided for in Section 15.08.125 of the El Paso City Code. [21-360](#)

**All Districts**

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

41. An Ordinance vacating city right-of-way over Guadalupe Pass Drive Right-of-Way, Hueco Pass Drive Right-of-Way, and Picacho Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, City of El Paso, El Paso County, Texas [21-367](#)

Subject Property: North of Montana Ave. and East of Global Reach Dr.

Applicant: Brock & Bustillos, Inc. SURW21-00001

**District 2**

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

Planning and Inspections, Luis Zamora, (915) 212-1552

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

42. An Ordinance amending Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management), section 9.04.010 to address the Need For Safe Access (NFSA) to residential properties by the Environmental Services Department, promoting greater safety and improved customer service by providing the Director of the Department or Appointee of the Director the authority to establish a policy related to the Need For the Safe Access (NFSA) for residential properties abutting a private street or alley and to require such property owner or citizen of the City of El Paso to adhere to that policy or, if adherence is not possible, said property owner shall be required to secure solid waste collection service from a permitted hauler other than the Department in an effort to promote greater safety and improved service to the citizens of El Paso in the collection of solid waste and recyclables at residential properties through the City of El Paso. [21-348](#)

**All Districts**

Environmental Services, Ellen Smyth (915) 212-6060

43. An Ordinance amending Title 9 (Health and Safety), Chapter 9.12 (Food and Food Handling Establishments), Section 9.12.010 (Definitions) to include "Kiosk" as an "Establishment" as defined by Title 9; and to add a definition of "Kiosk"; and Section 9.12.070 (License-Categories-Term) to add "Kiosk" as a license category; the penalty as provided in Section 9.12.890 of the City Code. [21-353](#)



**All Districts**

Public Health, Angela Mora, (915) 212-6502

**REGULAR AGENDA - OTHER BUSINESS:****Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**

44. 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. 3-48-0077-044-2021. 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. [21-393](#)

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, and New Connectors from Ramp to TWY "J".

**All Districts**

Airport, Sam Rodriguez, (915) 212-7301

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

45. Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and ASA ARCHITECTS P.C., a New Mexico professional corporation, for a project known as "ARCHITECT AND ENGINEERING SERVICES FOR EL PASO POLICE DEPARTMENT CENTRAL REGIONAL COMMAND CENTER" for an amount not to exceed \$1,968,000; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$2,068,000; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. [21-415](#)

**District 8**



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

46. A presentation and update on City project proposals selected for the FY 2022 federal appropriations and surface transportation reauthorization submission processes; and discussion and action on a Resolution supporting the County of El Paso's project submission. [21-411](#)

**All Districts**

City Manager's Office, Elizabeth Triggs, (915) 212-1619

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

47. Discussion and action in requesting City Council support for the staff recommended projects that have been selected to submit for the Better Utilizing Investments to Leverage Development (BUILD) grant program for the Department of Transportation (DOT) to invest in road, rail, transit, and port projects that promise to achieve national objectives. [21-412](#)

**All Districts**

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

**MEMBERS OF THE CITY COUNCIL**

48. Discussion and action on a City Resolution supporting fair and comprehensive immigration reform. [21-442](#)

**All Districts**

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002  
Members of the City Council, Representative Aleksandra Anello, (915) 212-0002  
Members of the City Council, Representative Henry Rivera, (915) 212-0007

49. Discussion and action on a Resolution recognizing April 2021 as National Autism Awareness Month. [21-446](#)

**All Districts**

Members of the City Council, Representative Isabel Salcido, (915) 212-0005

50. Discussion and action to direct the City Manager and the City Attorney to begin the Municipal Districting Commission process in accordance of the El Paso City Charter, Section 2.4. [21-447](#)

**All Districts**

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003  
Members of the City Council, Representative Peter Svarzbein, (915) 212-0001  
Members of the City Council, Representative Aleksandra Anello, (915) 212-0002

51. Discussion and action to support SB 1704 designating U.S. Highway 54 in El Paso as the Korean War Veterans Memorial Highway by adding the item to the City's State 87th Legislative Session Agenda as a support item and that a letter [21-449](#)

of support for SB 1704 be provided to the Senator and any committees that will be considering the bill.

**District 2**

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Members of the City Council, Representative Aleksandra Annello, (915) 212-0002

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

**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.

**ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON THURSDAY PRIOR TO THE MEETING AT THIS ADDRESS: <http://www.elpasotexas.gov/>**



Legislation Text

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File #: 21-398, Version: 1

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

**All Districts**

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

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

**STRATEGIC GOAL:**

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

**SUBGOAL:** Choose an item.

**SUBJECT:**

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

Approval of Minutes of the Regular City Council Meeting of March 30, 2021, the Agenda Review Meeting of March 29, 2021, and the Work Session of March 29, 2021.

**BACKGROUND / DISCUSSION:**

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

Click or tap here to enter text.

**PRIOR COUNCIL ACTION:**

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

Click or tap here to enter text.

**AMOUNT AND SOURCE OF FUNDING:**

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

Click or tap here to enter text.

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

**Department Head:**

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

OSCAR LEESER  
MAYOR



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

TOMMY GONZALEZ  
CITY MANAGER

**AGENDA REVIEW MINUTES**  
**March 29, 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. The 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, Henry Rivera, and Cissy Lizarraga. Claudia Rodriguez joined the meeting at 3:35 p.m.

The agenda items for the March 30, 2021 Regular City Council meeting were reviewed.

.....  
**4. CONSENT AGENDA – RESOLUTIONS**

A Resolution to authorize the City Manager to give notice to NewZoom, Inc. dba ZoomSystems to terminate the July 5, 2011, Concession Agreement for the sale of consumer electronics in the terminal building of the El Paso International Airport, in accordance with the timeframe set forth in Chapter 91 of the Texas Property Code.

Representatives Hernandez and Lizarraga questioned the following City staff member:

Mr. Terry Sharpe, Assistant Aviation Director

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

An Ordinance changing the zoning of Lot 1, Block 123, Pebble Hills Subdivision Unit 14, 11201 Pebble Hills Boulevard, City of El Paso, El Paso County, Texas from R-4 (Residential) to R-3 (Residential). 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: 11201 Pebble Hills Blvd.

Applicant: H2O Terra c/o Jose Hernandez PZRZ20-00024

Representative Hernandez questioned the following City staff member:

Ms. Anne Guayante, Zoning Administrator, Planning and Inspections

.....  
**32. REGULAR AGENDA – OTHER BUSINESS**

Discussion and action that the City Manager is hereby authorized to sign, on behalf of the City of El Paso a First Amendment to a Chapter 380 Economic Development Program Agreement between the City of El Paso and FullBeauty

Brands, LLC, a Texas limited liability company, providing FullBeauty the flexibility to maintain the optimal number of full-time employees, further serving to promote local economic development and job retention within the City of El Paso. [POSTPONED FROM 03-16-2021]

Representative Lizarraga commented.

Ms. Monica Fuentes, Senior Economic Development Compliance Analyst, commented.

.....  
Motion made by Representative Annello, seconded by Representative Hernandez, and  
unanimously carried to **ADJOURN** this meeting at 3:49 p.m.

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

NAYS: None

.....  
APPROVED AS TO CONTENT:

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Laura D. Prine, City Clerk

OSCAR LEESER  
MAYOR

TOMMY GONZALEZ  
CITY MANAGER



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

## MINUTES FOR REGULAR COUNCIL MEETING

March 30, 2021  
3:30 PM

Due to the temporary suspension of specified provisions of the Texas 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 3:31 p.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga.

### NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried to **APPROVE** 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 March 16, 2021, the Agenda Review Meeting of March 15, 2021, the Work Session of March 15, 2021, and the Work Session of September 30, 2019.

### 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 Southern Industrial Site Lease by and between the CITY OF EL PASO ("Lessor") and EL PASO SUN PARK, LTD. ("Lessee") regarding the following described property:

All of Lot 2, Block 15, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, more commonly referred to as 1749 Hawkins Blvd., El Paso, Texas. with a forty year term commencing on April 1, 2021 and ending on March 31, 2061, for a monthly fee of \$3,900.00 and one option to extend for ten years.

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

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

That the City Manager be authorized to give notice to NewZoom, Inc. dba ZoomSystems to terminate the July 5, 2011, Concession Agreement for the sale of consumer electronics in the terminal building of the El Paso International Airport, in accordance with the timeframe set forth in Chapter 91 of the Texas Property Code.

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

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

**TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EL PASO ENVIRONMENTAL SERVICES DIVISION AND THE COUNTY OF EL PASO PUBLIC WORKS DEPARTMENT FOR USE OF THE GREATER EL PASO LANDFILL**

**WHEREAS**, pursuant to the Interlocal Cooperation Act the County of El Paso and the City of El Paso would like to entered into an agreement;

**WHEREAS**, the City of El Paso's El Paso Environmental Services Department and the County of El Paso Public Works Department wish to enter into agreement to in order to provide for the public health, safety and welfare of the residents in the community.

**WHEREAS**, the Parties agree it in their mutual interest to safely and welfare of the residents throughout the El Paso area to safely and responsibly dispose of solid waste and trash.



**WHEREAS**, the City of El Paso's Environmental Services Department (ESD) is responsible for management of the Greater El Paso Landfill;

**WHEREAS**, the County of El Paso's Public Works Department wishes to organize community clean-up without having to create large group gathers;

**WHEREAS**, the Parties have a common goal to provide for public health, safety and welfare of the residents throughout the El Paso region;

**WHEREAS**, in order to clean-up the community, the County of El Paso would like to use the Greater El Paso Landfill ("landfill") to dispose of collected trash;

**WHEREAS**, in exchange for the use of the landfill the County of El Paso will provide payment to the City of El Paso for the use of the landfill in the amount of \$16.00 per token of collected trash;

**WHEREAS**, the fees paid by the County of El Paso for use of the landfill with a total amount not to exceed \$32,000.00

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

That the Mayor of the City of El Paso be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas.

That the City Manager or designee be authorized to sign any additional related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting the Interlocal Agreement, authorized budget transfer and submit necessary revisions to the operational plan. No cash match is required.

6.

**RESOLUTION**

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

That the City Manager be authorized to sign and accept on behalf of the City Public Right-Of-Way Dedication Deed from the **CITY OF EL PASO**, dedicating to the **CITY OF EL PASO, TEXAS** for the use as a public right-of-way 0.0077 acres of land legally described as a portion of Lot 1, Block 103, Tierra Del Este Unit Twenty Two, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds and survey in Exhibits "A" and "B" of the Dedication Deed attached hereto and made a part hereof for all purposes.

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

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

7. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Shane Mercer to the Historic Landmark Commission by Mayor Oscar Leeser.

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

8. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Joshua Blaine Simmons to the Regional Renewable Energy Advisory Council by Representative Isabel Salcido, District 5.

### **CONSENT AGENDA - BOARD APPOINTMENTS:**

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

9. \*Motion made, seconded, and unanimously carried to **APPOINT** Justin Underwood to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leeser.

10. \*Motion made, seconded, and unanimously carried to **APPOINT** Jose Ochoa to the Committee on Border Relations by Representative Alexandra Anello, District 2.

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

11. \*Motion made, seconded, and unanimously carried to **APPOINT** Margaret L. Livingston to the Building and Standards Commission by Mayor Oscar Leeser.

12. \*Motion made, seconded, and unanimously carried to **APPOINT** Sandra Sanchez Almanzan to the City Plan Commission by Mayor Oscar Leeser.

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

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

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

1. Oneok Westex Transmission Inc., in the amount of \$5,688.38, made an overpayment on February 1, 2021 of 2020 taxes. (Geo. # 20PP-999-1366-5042)
2. Corelogic Tax Services, LLC, in the amount of \$5,074.51, made an overpayment on December 15, 2020 of 2020 taxes. (Geo. # C340-999-1360-2100)
3. Wells Fargo Home Mortgage, in the amount of \$3,889.80, made an overpayment on December 18, 2020 of 2020 taxes. (Geo. # G477-999-0020-0100)
4. Louis and Carole Caputo, in the amount of \$4,501.95, made an overpayment on February 26, 2021 of 2020 taxes. (Geo. # V893-999-4920-0600)

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

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

14. Presentation and discussion on a report by Moss Adams, LLP on the financial and grants audit for the City of El Paso. The report to the City Council will include the audit opinion regarding the City financial statements and a brief overview of the financial results for the City for the fiscal year ended August 31, 2020.

Ms. Margarita Munoz, Comptroller, and Mr. Kory Hoggan, Partner at Moss Adams, LLP presented PowerPoint presentations. (copies on file in the City Clerk's Office).

Mr. Tommy Gonzalez, City Manager, commented.

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

## **Goal 1: Set the Standard for Sound Governance and Fiscal Management**

15. Presentation, discussion and update regarding the recommendations of the Eastside Policies Cross-Functional Team (CFT).

Mr. Alex Hoffman, Capital Improvement Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Hernandez and Rodriguez commented.

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

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

16. Management Update - Park Maintenance/Turf Update.

Mr. Joel McKnight, Streets and Maintenance Assistant Director introduced the item.

Mr. Emigdio Gonzalez, Parks and Recreation Operations Superintendent, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Annello, and Molinar commented.

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

1. Mr. Ben Fyffe, Director of Parks and Recreation
2. Mr. Robert Cortinas, Chief Financial Officer
3. Ms. Karla Nieman, City Attorney
4. Mr. Tommy Gonzalez, City Manager

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

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

17. Budget Update - 2nd Quarter Financial Report.

Mr. Robert Cortinas, Chief Financial Officer presented a PowerPoint presentation (copy on file in the City Clerk's Office) and answered questions posed by members of the City Council.

Mayor Leeser and Representatives Svarzbein and Hernandez commented.

Mr. Tommy Gonzalez, City Manager, commented.

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

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

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18. Presentation and discussion on Capital Improvement quarterly update for active, rescheduled, and completed capital projects.

Mr. Gerald DeMuro, Capital Improvement Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Annello commented.

Mr. Sam Rodriguez, City Engineer, commented.

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

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**CALL TO THE PUBLIC – PUBLIC COMMENT**

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The following members of the public commented:

1. Mr. Daniel Labrado

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**REGULAR AGENDA - FIRST READING OF ORDINANCES**

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Motion made by Representative Rivera, seconded by Representative Salcido, 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 3: Promote the Visual Image of El Paso**

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19. An Ordinance changing the zoning of Lot 1, Block 123, Pebble Hills Subdivision Unit 14, 11201 Pebble Hills Boulevard, City of El Paso, El Paso County, Texas from R-4 (Residential) to R-3 (Residential). 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: 11201 Pebble Hills Blvd.

Applicant: H2O Terra c/o Jose Hernandez PZRZ20-00024

- 
20. An Ordinance granting Special Permit NO. PZST21-00002, to allow for a Planned Residential Development Overlay on the property described as Lot 2, Block 1, Country Club Place South Side Replat "B", City of El Paso, El Paso County, Texas, Pursuant to Section 20.10.470 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 4808 Vista Del Monte Street

Applicants: Lee J. Shamaley, Jr.

PZST21-00002

- 
21. An Ordinance granting Special Permit No. PZST20-00010 to allow for a professional office on the property described as Lots 29 and 30, Block 91, Basset's Addition, 2525 Montana Avenue, an addition to the City of El Paso, El Paso County, Texas, Pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 2525 Montana Avenue

Applicants: Colt GELJ Properties, LLC

PZST20-00010

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**PUBLIC HEARING WILL BE HELD ON APRIL 27, 2021 FOR ITEMS 19 THROUGH 21**

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22. An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and Permits), Subsection (H) exceptions to add Paragraph 12 signs may be located in the Public Right of Way without the requirement of a Sign Permit or a Special Privilege, which meet the following criteria: (K) the sign may not be placed closer than twenty (20) feet to a waste container placed in the Right of Way pursuant to a Franchise Agreement issued by the City; (J) the sign may not be placed in that area of a triangle formed by the intersecting property lines and a diagonal joining property line at points twenty (20) feet from their intersection of any corner lot. The penalty is as provided for in Section 15.08.125 of the El Paso City Code.

- 
23. An Ordinance vacating city right-of-way over Guadalupe Pass Drive Right-of-Way, Hueco Pass Drive Right-of-Way, and Picacho Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, City of El Paso, El Paso County, Texas.

Subject Property: North of Montana Ave. and East of Global Reach Dr.

Applicant: Brock & Bustillos, Inc. SURW21-00001

.....

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

.....

24. An Ordinance amending Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management), section 9.04.010 to address the Need For Safe Access (NFSA) to residential properties by the Environmental Services Department, promoting greater safety and improved customer service by providing the Director of the Department or Appointee of the Director the authority to establish a policy related to the Need For the Safe Access (NFSA) for residential properties abutting a private street or alley and to require such property owner or citizen of the City of El Paso to adhere to that policy or, if adherence is not possible, said property owner shall be required to secure solid waste collection service from a permitted hauler other than the Department in an effort to promote greater safety and improved service to the citizens of El Paso in the collection of solid waste and recyclables at residential properties through the City of El Paso.

25. An Ordinance amending Title 9 (Health and Safety), Chapter 9.12 (Food and Food Handling Establishments), Section 9.12.010 (Definitions) to include "Kiosk" as an "Establishment" as defined by Title 9; and to add a definition of "Kiosk"; and Section 9.12.070 (License-Categories-Term) to add "Kiosk" as a license category; the penalty as provided in Section 9.12.890 of the City Code.

.....

**PUBLIC HEARING WILL BE HELD ON APRIL 13, 2021 FOR ITEMS 22 THROUGH 25**

.....

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

.....

**Goal 1: Set the Standard for Sound Governance and Fiscal Management**

.....

26. Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Anello, and unanimously carried to **AUTHORIZE** the Director of the Purchasing and Strategic Sourcing Department to issue a Purchase Order(s) to Mitchell Adding Machine Company Inc. dba Mitchell Time and Parking, the sole source authorized provider for maintenance of Amano McGann Parking system used at the airport parking lot, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance: The difference in cost, based on the comparison to the previous contract, is as follows: An annual increase of \$4,291.91 which is a 7.67% increase compared to previous contract.

Department:	El Paso International Airport
Award to:	Mitchell Adding Machine Company Inc. dba Mitchell Time and Parking Austin, TX
Term:	Three (3) Years
Total Estimated Award:	\$180,328.15
Account No.:	562-3000-62080-522290
Funding Source:	Airport Operations - Office Equipment Maintenance Contracts
District(s):	All

Sole Source No. 2021-1068

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

Representative Svarzbein commented.

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

NAYS: None

27. Motion made by Representative Hernandez, seconded by Representative Salcido, and unanimously carried to **AWARD** Solicitation No. 2020-512R Multi-User Flight Information Display System and Public Address System to SITA Information Networking Computing USA, Inc. This award consists of the replacement of the current Flight Information Display System (FIDS) and Public Address (PA) System for an estimated amount of \$1,186,703.41 plus a three (3) term for license and maintenance support for an estimated amount of \$245,317.13. The award also includes a two (2) year option for continued license and maintenance support for an estimated amount of \$205,682.24. The total value of the contract including the initial term plus a two (2)-year option is five (5) years for an estimated amount of \$1,637,702.78. The award of this contract will allow the visual and audio systems to be improved and therefore provide real-time updates to our passengers as well as information to help navigate through the airport.

Contract Variance:

No similar contract to compare.

Department:	Aviation
Award to:	SITA Information Networking Computing USA, Inc. Atlanta, GA
System Replacement:	\$1,186,703.41
Replacement Term:	210 Consecutive Calendar Days

Maintenance and Support:	
Initial Term:	3 years
Option:	2 Years
Initial Term Estimated Award:	\$ 245,317.13 (3 years)
Option Term Estimated Award:	\$ 205,682.24 (2 years)
Total Estimated Award:	\$ 450,999.37 (5 years)
Total Estimated Award:	\$1,637,702.78 (Replacement & 5 years)
Account No.:	562-3010-62335-580270 562-3081-62335-580270
Funding Source:	Passenger Facility Charge and Airport Enterprise
District(s):	All

This is a Request for Proposal, service contract. The Purchasing and Strategic Sourcing and the Aviation departments recommend award as indicated to SITA Information

Networking Computing USA, Inc. the highest ranked proposers based on evaluation factors established for this procurement.

In addition, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents necessary to effectuate this award. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

NAYS: None

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

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28. Motion made by Representative Molinar, seconded by Representative Svarzbein, and unanimously carried to **AWARD** Solicitation No. 2020-768R Workers' Compensation - 3rd Party Administrator to CAS - Claims Administrative Services, Inc., for an initial term of five (5) years for an estimated award of \$4,985,705.00. The award is to include a two (2), one (1) year optional terms for a total estimated award of \$7,054,242.00 for a total of seven (7) years.

Contract Variance:

The contract variance reflects an annual increase of \$431,206.00 as a result of additional services included in this contract for Pre-Authorization, Cost Containment Fee, Nurse Case Management, and Peer Reviews.

Department:	Human Resources Award to: CAS - Claims Administrative Services, Inc. Tyler, TX
Item(s):	ALL
Initial Term:	5 years
Option to Extend:	Two (2), one (1) year options
Annual Estimated Award:	\$997,141.00
Initial Term Estimated Award:	\$4,985,705.00 (5 Years)
Option 1:	\$1,023,346.00 (Year 6)
Option 2:	\$1,045,191.00 (Year 7)
Total Estimated Award:	\$7,054,242.00 (7 Years)
Account No.:	522000-209-3500-14070-P1417
Funding Source:	Self Insurance
District(s):	All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Human Resources Departments recommend award as indicated to CAS - Claims Administrative Services, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.



Representatives Hernandez, Rivera, and Lizarraga commented.

The following City staff members commented:

1. Mr. Tommy Gonzalez, City Manager
2. Mr. Bruce Collins, Purchasing and Strategic Sourcing Director
3. Mr. Robert Cortinas, Chief Financial Officer

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

NAYS: None

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

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

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**29. ORDINANCE 019158**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE, SPECIAL WARRANTY DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 0.2796 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS A PORTION OF TRACT 1-B-3-A-2, AND TRACT 1-U-1, BLOCK 5, ASCARATE GRANT, EL PASO COUNTY, TEXAS, TO SNAP PARTNERS, L.P.**

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

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

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

NAYS: None

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

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**30. ORDINANCE 019159**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE, SPECIAL WARRANTY DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 1.1921 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS A PORTION OF TRACT 13, O.A. DANIELSON SURVEY NO. 310, CITY OF EL PASO, EL PASO COUNTY, TEXAS TO JORGE SANCHEZ AT A VALUE OF \$155,784.00.**

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

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

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

NAYS: None

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

31.

**ORDINANCE 019160**

The City Clerk read an Ordinance entitled: **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 \$4,544.00. SUCH REAL PROPERTY LEGALLY DESCRIBED AS A 284 SQUARE FEET PARCEL OF LAND LOCATED IN THE TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING OUT OF TRACT 1A, SECTION 29, ABSTRACT NO. 2166, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, SUCH PROPERTY LOCATED AT THE INTERSECTION OF DYER ST. AND STATE LOOP 375.**

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

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

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

NAYS: None

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

**REGULAR AGENDA – OTHER BUSINESS**

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

32.

**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 is hereby authorized to sign, on behalf of the City of El Paso a First Amendment to a Chapter 380 Economic Development Program Agreement between the City of El Paso and FullBeauty Brands, LLC, a Texas limited liability

REGULAR CITY COUNCIL MEETING MINUTES MARCH 30, 2021 12

company, providing FullBeauty the flexibility to maintain the optimal number of full-time employees, further serving to promote local economic development and job retention within the City of El Paso.

Ms. Denisse Carter, Economic Development Contract Compliance Coordinator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. Ryan Abren, Full Beauty Brands Director of Finance, commented.

Mayor Leeser and Representative Lizarraga commented.

Mr. Eddie Garcia, Economic and International Development Assistant Director, responded to questions posed by members of the City Council.

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Hernandez, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None

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

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 6:52 p.m.

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

NAYS: None

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

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

OSCAR LEESER  
MAYOR



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**  
**March 29, 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. The 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, Henry Rivera, and Cissy Lizarraga. Claudia Rodriguez joined the meeting at 3:35 p.m.

The agenda items for the March 30, 2021 Regular City Council meeting were reviewed.

.....  
**4. CONSENT AGENDA – RESOLUTIONS**

A Resolution to authorize the City Manager to give notice to NewZoom, Inc. dba ZoomSystems to terminate the July 5, 2011, Concession Agreement for the sale of consumer electronics in the terminal building of the El Paso International Airport, in accordance with the timeframe set forth in Chapter 91 of the Texas Property Code.

Representatives Hernandez and Lizarraga questioned the following City staff member:

Mr. Terry Sharpe, Assistant Aviation Director

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

An Ordinance changing the zoning of Lot 1, Block 123, Pebble Hills Subdivision Unit 14, 11201 Pebble Hills Boulevard, City of El Paso, El Paso County, Texas from R-4 (Residential) to R-3 (Residential). 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: 11201 Pebble Hills Blvd.

Applicant: H2O Terra c/o Jose Hernandez PZRZ20-00024

Representative Hernandez questioned the following City staff member:

Ms. Anne Guayante, Zoning Administrator, Planning and Inspections

.....  
**32. REGULAR AGENDA – OTHER BUSINESS**

Discussion and action that the City Manager is hereby authorized to sign, on behalf of the City of El Paso a First Amendment to a Chapter 380 Economic Development Program Agreement between the City of El Paso and FullBeauty

Brands, LLC, a Texas limited liability company, providing FullBeauty the flexibility to maintain the optimal number of full-time employees, further serving to promote local economic development and job retention within the City of El Paso. [POSTPONED FROM 03-16-2021]

Representative Lizarraga commented.

Ms. Monica Fuentes, Senior Economic Development Compliance Analyst, commented.

.....  
Motion made by Representative Annello, seconded by Representative Hernandez, and  
unanimously carried to **ADJOURN** this meeting at 3:49 p.m.

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

NAYS: None

.....  
APPROVED AS TO CONTENT:

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Laura D. Prine, City Clerk



Legislation Text

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File #: 21-361, Version: 1

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

**District 6**

Economic and International Development, Mirella Craigo, (915) 212-1617

**PUBLIC HEARING DATE:**

**STRATEGIC GOAL:**

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

**SUBGOAL: 1.1 Stabilize and expand El Paso's tax base**

**SUBJECT:**

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

That the City Manager be authorized to sign a Chapter 380 Agreement by and between the CITY OF EL PASO, a Texas home rule municipal corporation, and LIFTFUND, INC., in support of the administration of a small business relief program to provide grants to eligible small businesses within the City of El Paso affected by the COVID-19 pandemic.

**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?*

City Council declared 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

**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:** Economic and International Development

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON:** Mirella Craigo (915) 212-1617  
[CraigoM@elpasotexas.gov](mailto:CraigoM@elpasotexas.gov)

**DISTRICT(S) AFFECTED:** District 6

**SUBJECT:**

That the City Manager be authorized to sign a Chapter 380 Agreement by and between the CITY OF EL PASO, a Texas home rule municipal corporation, and LIFTFUND, INC., in support of the administration of a small business relief program to provide grants to eligible small businesses within the City of El Paso affected by the COVID-19 pandemic.

**BACKGROUND/DISCUSSION:**

City Council declared 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.

The funding will be utilized for small businesses located within District 6.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD/COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



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



## RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Agreement by and between the CITY OF EL PASO, a Texas home rule municipal corporation, and LIFTFUND, INC., in support of the administration of a small business relief program to provide grants to eligible small businesses within the City of El Paso affected by the COVID-19 pandemic.

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

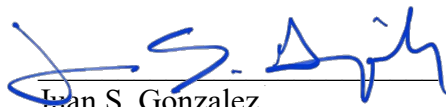
### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

### ATTEST:

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

### APPROVED AS TO FORM:

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

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jessica Herrera, Director  
Economic & Int'l Development

**STATE OF TEXAS            )**

**COUNTY OF EL PASO     )**

**CHAPTER 380 ECONOMIC DEVELOPMENT**

**PROGRAM AGREEMENT**

This Chapter 380 Economic Development Program Agreement (the “Agreement”) is entered into by and between the **CITY OF EL PASO, TEXAS** (the “City”), a Texas home rule municipal corporation, and **LITFUND INC.** (the “Applicant”), a Texas non-profit organization, for the purposes and considerations stated below:

**WHEREAS**, the City has the authority under Chapter 380 of the Texas Local Government Code (“Chapter 380”) and the Texas Constitution Article VIII, Section 52-a to make grants of public funds to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City, pursuant to Chapter 380, wishes to grants to eligible small businesses that have been negatively impacted by the COVID-19 pandemic; and

**WHEREAS**, the City has determined that a grant of funds to the small businesses will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the City; and

**WHEREAS**, this program whereby grants shall be provided to eligible small businesses shall be referred to as the “El Paso Small Business Emergency Relief Program”; and

**WHEREAS**, pursuant to Chapter 380, the City desires to enter into an agreement with the Applicant whereby the City provides economic incentives to the Applicant in exchange for the Applicant administering the El Paso Small Business Emergency Relief Program; and

**WHEREAS**, the City determines that a grant of funds to Applicant will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the City; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement embodies an eligible “program” and promotes economic development in the City of El Paso and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **Agreement.** The word “Agreement” means this Chapter 380 Economic Development Program Agreement, together with all exhibits attached to this Agreement.
- B. **Applicant.** The word “Applicant” means LiftFund Inc.
- C. **Applicant Grant Payment.** The word “Applicant Grant Payment” means a total payment of \$11,710 to APPLICANT under the terms of this agreement.
- D. **City.** The word “City” means the City of El Paso, Texas.
- E. **El Paso Small Business Emergency Relief Program.** The words “El Paso Small Business Emergency Relief Program” means a program described in this Agreement and Exhibit “A” and Exhibit “B” herein, through which the City will provide grants to eligible small businesses within the City that have been affected by the COVID-19 pandemic. Applicant shall administer the El Paso Small Business Emergency Relief Program and has agreed it will not receive economic incentives for the performance of such administration.

## SECTION 2. EFFECTIVE DATE AND TERM.

The Effective Date of this Agreement shall be the execution date as evidenced below. The Term of this Agreement shall be four years beginning on the Effective Date.

## SECTION 3. OBLIGATIONS OF APPLICANT.

During the term of this Agreement, Applicant shall comply with the following terms and conditions:

- I. The Administration of Micro Business Grants.
  - a) Applicant shall administer small business grants through the El Paso Small Business Relief Program (the “Relief Program”) in the amount of \$11,170 to be advanced by the City.
  - b) Applicant shall administer small business grants in strict and complete accordance with the description of the small business grant program provided in Exhibit “A”.
  - c) Grants shall be exclusively granted to businesses located within the boundary of District Six. Businesses will be randomly selected from the list of businesses that have been approved by Applicant but did not receive funding due to lack of grant funds.
  - d) Twelve months after the Effective Date, Applicant shall return all undistributed grant funds to the City (“Grant Repayment Date”).
  - e) Applicant shall provide documentation evidencing all grant disbursements made. If the City is not satisfied with the documentation provided by Applicant to

evidence grant disbursements, the City may request additional documentation. If the Applicant is unable to provide evidence that the City, in its sole discretion, finds satisfactory to show grant disbursements, the City may terminate this Agreement and the City shall have all rights and remedies under the law or in equity.

## II. Applicant Grant Payments from the City.

- A. Applicant shall submit to the City an Applicant Grant Submittal Package in order to receive any Applicant Grant Payment. Unless otherwise agreed by the City and Applicant, each Applicant Grant Submittal Package shall be in the form provided in Exhibit “B”.
- B. Applicant shall submit the Applicant Grant Submittal Package to the City on April 30, 2021 or sooner, covering the entire amount of \$11,170.
- C. If Applicant fails to timely submit an Applicant Grant Submittal Package the City may give Applicant written notice of its failure to timely submit such Grant Submittal Package, and Applicant shall have 30 calendar days from the date on which such written notice is given in which to submit the Applicant Grant Submittal Package. A failure by Applicant to timely submit an Applicant Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant Payment. A determination by the City not to pay a Grant Payment due to Applicant’s failure to comply with the requirements of this Section C is final and cannot be appealed.

## SECTION 4. OBLIGATIONS OF CITY.

During the term of this Agreement and so long as an event of default has not occurred and is not continuing as set forth herein, City shall comply with the following terms and conditions:

- A. The City shall advance \$11,170 to the Applicant within 30 days of the Effective Date to be utilized for the El Paso Small Business Emergency Relief Program as described herein, and in Exhibit “A”, attached.

## SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- A. **Failure to Administer the El Paso Small Business Relief Program in Strict Accordance with the terms of this Agreement and/or Exhibit “A”.** Applicant’s failure to administer the Small Business Relief Program in Strict Accordance with the Terms of this Agreement and/or Exhibit “A”, and Applicant’s failure to cure within 60 days after written notice from the City describing such failure, shall be deemed an event of default. If such failure cannot be cured within such 60 day period in the exercise of all due diligence, but the Applicant has commenced such cure within such 60 day period and continue to thereafter diligently

prosecute the cure of such failure, such actions or omissions shall not be deemed an event of default.

- B. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within 30 days after written notice from the City shall be deemed an event of default. If such violation cannot be cured within such 30 day period in the exercise of all due diligence, but the Applicant commences such cure within such 30 day period and continuously thereafter diligently prosecutes the cure of such violation, such actions or omissions shall not be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation or statement within 30 days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default.
- C. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant, shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within 60 days after filing, no event of default shall be deemed to have occurred.
- D. **Other Defaults.** Failure of Applicant or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, and Applicant or City fails to cure such failure within 60 days after written notice from the other party describing such failure shall be deemed an event of default. If such failure cannot be cured within such 60 day period in the exercise of all due diligence, and Applicant or City commences such cure within such sixty 60 day period and continuously thereafter diligently prosecute the cure of such failure, such act or omission shall not be deemed an event of default.
- E. **Failure to Cure.** If any event of default by Applicant or City shall occur, and after Applicant or City fails to cure same in accordance herewith, then this Agreement may be terminated without any further action required of the Applicant or City. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

## **SECTION 6. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.**

The City may terminate this Agreement for its convenience and without the requirement of an event of default by Applicant which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal. Should the City terminate this Agreement for its convenience, within 60 days, Applicant shall

provide documentation of all grants disbursed and return any remaining funds advanced by the City that remain undistributed to borrowers or grant recipients.

## **SECTION 7. RECAPTURE.**

Should the Applicant default under the terms of this Agreement and provided that the cure period for such default has expired, all unspent Grant Payments and unspent funding for the El Paso Small Business Relief Program 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 8. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- D. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- E. **Confidentiality Obligations.** The confidentiality of employment records and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and

confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.

- F. **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 one and the same document.
- G. **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.
- H. **Execution of Agreement.** The City Manager has received authority to execute this Agreement on behalf of the City from the City Council through approval of a resolution.
- I. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed.
- J. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

CITY:                      City of El Paso  
                                 City Manager  
                                 P.O. Box 1850  
                                 El Paso, Texas 79950-1850



Copy To: City of El Paso  
Economic Development Department Director  
P.O. Box 1850  
El Paso, Texas 79950-1850

APPLICANT: President and CEO  
LIFTFUND  
2007 W. Martin St.  
San Antonio, Texas 78207

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov.

- K. **Performance.** The City of El Paso shall have the right to monitor performance of the contract on a periodic basis to assure compliance with the provisions of this agreement. The applicant will provide one final report in writing to detail the name and contact information of the businesses that received a grant.
- L. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.
- M. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

*[SIGNATURES ON FOLLOWING PAGES]*



IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY:**  
**CITY OF EL PASO, TEXAS:**

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

**APPROVED AS TO FORM:**

  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
Jessica Herrera, Director  
Economic and 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 (CITY)**.

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

My Commission Expires:

\_\_\_\_\_

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**APPLICANT**  
**LIFTFUND INC.**

By:   
Name: Cellina Peña  
Title: Chief Advancement Officer

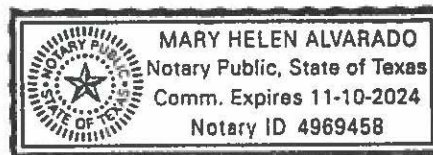
**ACKNOWLEDGMENT**

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1<sup>st</sup> day of APRIL, 2021,  
by CELINA PEÑA, as CHIEF ADVANCEMENT OFFICER of LIFTFUND INC. a  
nonprofit corporation.

  
Notary Public, State of TEXAS

My Commission Expires:  
11/10/2024



## EXHIBIT A

LiftFund Inc. (LiftFund)

COVID-19 Micro Business Grant Program

in partnership with the

City of El Paso

### The Program for Grants:

The Micro Business Grant Program provides grants to help small businesses in The City of El Paso that have suffered financial losses as a result of COVID-19. The grant is offered through LiftFund a local Community Development Financial Institution (CDFI) dedicated to strengthening small business in The City of El Paso and Texas. The City of El Paso is reserving \$11,170 for City of El Paso Micro business grant relief up to \$1,000.

### How It Works:

- Grants will be awarded to business that were already approved and are on the queue pending funding and are subject to the following terms and conditions:
  - Individual grants will range in value up to \$1,000 and will be awarded based on such factors as need, location, planning, eligibility and availability of funds. Grants may be used for working capital, covering expenses of debt and workforce needs, and equity for additional funding sources.
  - Once an application is approved, businesses will need to submit receipts and/or invoices for the items they are seeking reimbursement for to receive funds.

### Eligibility:

- Employed fewer than 5 full time employees at all business locations.
- Annual gross revenues of not more than \$1 million from all business activities at all business locations.
- Located in District Six, in the City of El Paso
- Grants are limited to businesses that are located/will reopen in same location in City of El Paso
- Demonstrates a loss of at least 20% of revenue due to COVID-19 disaster. Must be verified through one or more of the following:
  - paper documentation via bank,
  - utilization of merchant service accounts such as PayPal or other solutions,
  - credit card authorizers,
  - online QuickBooks or similar solutions via online portal,
  - Plaid access via LiftFund or other means established by LiftFund.
- Business will demonstrate/show plan of action including assessment of financials to stabilize with funds as part of the assessment.

- This includes a one-page plan of action and budget from the business demonstrating need and ability to proceed with funding.

Documents:

- Last 90 days of bank or statements connected to business demonstrating expenses and revenue
- Application completed via website (create one for release)
- Documentation of expenses funds will be utilized for (Inventory to be ordered; payroll to be met; or other direct business expense that enables the company to remain in business and retaining their employees.)

Program Budget:

Funding for Remaining Grants	\$11,170.00
LiftFund Administrative Fees (8%)	\$ 893.60
Total City Grant to LiftFund	\$ 10,276.40

## EXHIBIT B

### [Grant Submittal Package Form]

[APPLICANT NAME] attests that it has initially met and will continue to substantially meet its obligations under the Chapter 380 Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 21\_\_ and signed by \_\_\_\_\_ of [APPLICANT NAME] Pursuant to the Agreement, [APPLICANT NAME] 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.

- A. One final report of business grant recipients. The information contained in the report must include the amount granted, the name of the business, business address and contact information to include telephone number(s) and email address.

[APPLICANT NAME]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 21\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of [APPLICANT NAME] (APPLICANT).

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

My Commission Expires:

\_\_\_\_\_



Legislation Text

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**File #: 21-417, Version: 1**

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

**District 3**

Airport, Sam Rodriguez, (915) 212-7301

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

**STRATEGIC GOAL:**

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

**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 Lessor's Approval of Assignment of the Ground Lease, by the City of El Paso ("Lessor"), Infinity Nine at El Paso, LLC, ("Assignor") and Sealy Hawkins Boulevard, LLC ("Assignee") for property described as Lots 1, Block 14, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, also known as 1701 Hawkins Boulevard, El Paso, Texas.

The remaining lease term is 19 years and 7 days with two (2) five-year options. The site is 235,245 SF at \$0.3119 per SF and the annual rent is \$73,372.92. The lease agreement expires April 30, 2040 with option to extend to April 20, 2050.

**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?*

Infinity Nine at El Paso, LLC requests the ground lease be assigned to Sealy Hawkins Boulevard, LLC, as they are purchasing the building at 1701 Hawkins from Infinity Nine at El Paso, LLC.

**PRIOR COUNCIL ACTION:**

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

May 1, 2000 - Lease Agreement

July 24, 2001 - Assignment

February 14, 2012 - Assignment

August 9, 2016 - Assignment

**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:** Aviation

**AGENDA DATE:** April 13, 2021

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

**DISTRICT(S) AFFECTED:** 3

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

**SUBJECT:**

The City Manager be authorized to sign a Lessor's Approval of Assignment of the Ground Lease, by the City of El Paso ("Lessor"), Infinity Nine at El Paso, LLC, LLC ("Assignor") and Sealy Hawkins Boulevard, LLC ("Assignee") for property described as Lots 1, Block 14, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, also known as 1701 Hawkins Boulevard, El Paso, Texas.

The remaining lease term is 19 years and 7 days with two (2) five-year options. The site is 235,245 SF at \$0.3119 per SF and the annual rent is \$73,372.92. The lease agreement expires April 30, 2040 with option to extend to April 20, 2050.

**BACKGROUND / DISCUSSION:**

Infinity Nine at El Paso, LLC requests the ground lease be assigned to Sealy Hawkins Boulevard, LLC, as they are purchasing the building at 1701 Hawkins from Infinity Nine at El Paso, LLC.

**PRIOR COUNCIL ACTION:**

May 1, 2000 – Lease Agreement  
July 24, 2001 – Assignment  
February 14, 2012 – Assignment  
August 9, 2016 – Assignment

**AMOUNT AND SOURCE OF FUNDING:**

N/A This is a revenue – generating item.

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

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

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



## RESOLUTION

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

That the City Manager is authorized to sign a Lessor's Approval of Assignment of the Ground Lease, by and between the City of El Paso ("Lessor"), Infinity Nine at El Paso, LLC ("Assignor"), and Sealy Hawkins Boulevard, L.L.C. ("Assignee") for the following described property:

Lot 1, Block 14, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, municipally known and numbered as 1701 Hawkins Boulevard, El Paso, Texas.

Dated 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:

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

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

**WHEREAS**, the City of El Paso ("Lessor") entered into a Ground Lease, with an Effective Date of May 1, 2000 (the "Lease"), between the Lessor and FedJones El Paso, L.L.C., ("Original Lessee"), for the following described property:

Lot 1, Block 14, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas as more fully described on Exhibit "A", which is attached hereto and incorporated herein for all purposes, which is also municipally known and numbered as 1701 Hawkins Boulevard, El Paso, Texas:

**WHEREAS**, on July 24, 2001, Lessor approved the assignment of the Lease to Bit-Tel Investment, LLC by that Lessor's Approval of Assignment effective August 1, 2001; and

**WHEREAS**, on February 14, 2012, Lessor approved the assignment of the Lease to Durham Properties, L.L.C.; and

**WHEREAS**, on August 9, 2016, Lessor approved the assignment of the Lease to Infinity Nine at El Paso, LLC ("Assignor"); and

**WHEREAS**, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Sealy Hawkins Boulevard, L.L.C, a Georgia limited liability company ("Assignee").

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

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to Sealy Hawkins Boulevard, L.L.C. ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

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

2. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.

3. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
4. **SECURITY DEPOSIT.** No Security Deposit is required as a condition to this Approval.
5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:  
  
    **ASSIGNOR:** Infinity Nine at El Paso, LLC  
                650 Third Ave South, 15<sup>th</sup> Floor  
                Minneapolis, MN 55402  
  
    **ASSIGNEE:** Sealy Hawkins Boulevard, LLC  
                c/o Sealy & Company  
                333 Texas Street, Suite 1050  
                Shreveport, LA 71101  
                Attn: Mark P. Sealy
7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.
10. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)



APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LESSOR: CITY OF EL PASO

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

**LESSOR'S ACKNOWLEDGEMENT**

THE STATE OF TEXAS   )  
                                          )  
COUNTY OF EL PASO   )

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

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

My Commission Expires:

\_\_\_\_\_

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered to be effective as of the Effective Date.

INFINITY NINE AT EL PASO, L.L.C.,  
a Texas limited liability company

By:   
Donny Braun, Manager

STATE OF MN §  
§  
COUNTY OF HENNEPIN §

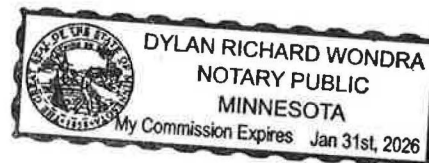
BEFORE ME, the undersigned Notary Public, on this day personally appeared Donny Braun, Manager of Infinity Nine at El Paso, L.L.C., a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said limited liability company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of MARCH, 2021.

  
Notary Public in and for the State of MN

WHEN RECORDED RETURN TO:

Jackson Walker LLP  
100 Congress Avenue, Suite 1100  
Austin, Texas 78701  
Attn: Michelle Moore Smith



ASSIGNEE:

SEALY HAWKINS BOULEVARD, L.L.C.,  
a Georgia limited liability company

By: Sealy SIP III Master Associates, L.L.C.,  
a Georgia limited liability company,  
its Managing Member


By: Mark P. Sealy  
Mark P. Sealy, Manager

**ACKNOWLEDGMENT**

STATE OF LOUISIANA §  
PARISH §  
COUNTY OF CADDO §

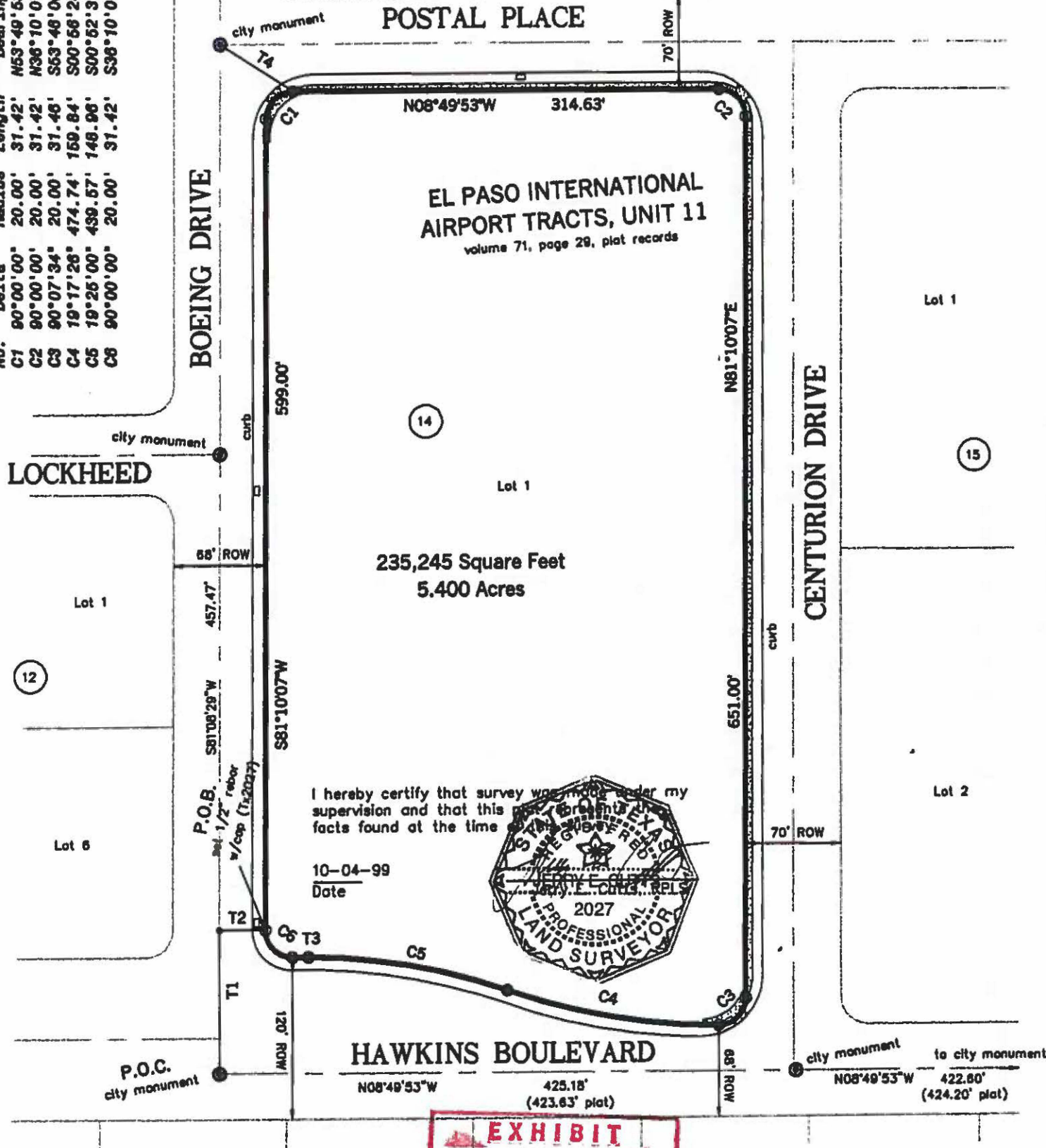
The foregoing instrument was acknowledged before me on this the 22 day of March, 2021, by Mark P. Sealy, Manager of Sealy SIP III Master Associates, L.L.C., a Georgia limited liability company, the Managing Member of Sealy Hawkins Boulevard, L.L.C., a Georgia limited liability company, on behalf of said liability company for the purposes and consideration expressed in the foregoing instrument.

Given under my hands this 22 day of March, 2021.

Melissa P. Riddick  
Notary Public for the State of Louisiana  
 MELISSA P. RIDDICK  
NOTARY PUBLIC # 6454  
STATE OF LOUISIANA  
CADDO PARISH  
My Commission Expires At Death.

No.	Delta	Radius	Length	Bearing	Chord
C1	90°00'00"	20.00'	31.42'	N53°49'53"W	28.28'
C2	90°00'00"	20.00'	31.42'	N36°10'07"E	28.28'
C3	90°07'34"	20.00'	31.45'	S53°48'06"E	28.32'
C4	19°17'20"	474.74'	159.84'	S00°58'24"W	159.08'
C5	19°25'00"	439.57'	148.96'	S00°52'37"W	148.25'
C8	90°00'00"	20.00'	31.42'	S36°10'07"W	28.28'

No.	Bearing	Distance
T1	S81°10'07"W	108.00'
T2	N08°49'53"W	34.00'
T3	S08°49'53"E	11.88'
T4	S24°07'11"W	64.35'



## PLAT OF SURVEY

LOT 1, BLOCK 14,

EL PASO INTERNATIONAL AIRPORT TRACTS, UNIT 11,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS



Date Surveyed: 10-04-99  
Job No.: 990815

**Cutts Land Surveying, Inc.**

Professional Land Surveyors

1100 Montana Avenue, Suite 208  
El Paso, Texas 79902

Ph. (915) 534-  
Fx. (915) 534-65



## PROPERTY DESCRIPTION

235,245 Square Feet or 5.400 Acres

Being all of Lot 1, Block 14, El Paso International Airport Tracts, Unit 11 (recorded in volume 71, page 29, plat records), City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

**COMMENCING FOR REFERENCE** at the city monument at the intersection of Boeing Drive (68 feet wide) and Hawkins Boulevard (68 feet wide) and the city monument at the intersection of said Hawkins Boulevard and Centurion Drive bears, North  $08^{\circ}49'53''$  West, 425.18 feet (423.63 plat) and the city monument at the intersection of said Boeing Drive and Lockheed bears, South  $81^{\circ}08'29''$  West, 457.47 feet;

**THENCE**, along the centerline of said Boeing Drive, South  $81^{\circ}10'07''$  West, a distance of 106.00 feet;

**THENCE**, leaving said centerline, North  $08^{\circ}49'53''$  West, a distance of 34.00 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) in the North right-of-way line of said Boeing Drive and **POINT OF BEGINNING** for the herein described tract;

**THENCE**, along said North right-of-way line, South  $81^{\circ}10'07''$  West, a distance of 599.00 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) in the East right of way line of Postal Place (70 feet wide) and the city monument at the intersection of said Postal Place and Boeing Drive bears, South  $24^{\circ}07'11''$  West, 64.35 feet;

**THENCE**, along said right-of-way line the following two (2) courses:

Along the arc of a curve to the right (Delta Angle =  $90^{\circ}00'00''$ , Radius = 20.00 feet, Chord = North  $53^{\circ}49'53''$  West, 28.28 feet) a distance of 31.42 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027);

North  $08^{\circ}49'53''$  West, a distance of 314.63 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) in the South right-of-way line of Centurion Drive (70 feet wide);

**THENCE**, along said right-of-way line the following three (3) courses:

Along the arc of a curve to the right (Delta Angle =  $90^{\circ}00'00''$ , Radius = 20.00 feet, Chord = North  $36^{\circ}10'07''$  East, 28.28 feet) a distance of 31.42 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027);

North  $81^{\circ}10'07''$  East, a distance of 651.00 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) at the beginning of a curve to the right;

Along the arc of said curve (Delta Angle =  $90^{\circ}07'34''$ , Radius 20.00 feet, Chord = South  $53^{\circ}46'06''$  East, 28.32 feet) a distance of 31.46 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) in the West right-of-way line of said Hawkins Boulevard;

**THENCE**, along said right of way line the following three (3) courses:



Along the arc of a curve to the right (Delta Angle =  $19^{\circ}17'26''$ , Radius = 474.74 feet, Chord = South  $00^{\circ}56'24''$  West, 159.08 feet) a distance of 159.84 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) at the beginning of a curve to the left;

Along the arc of said curve (Delta Angle =  $19^{\circ}25'00''$ , Radius = 439.57 feet, Chord = South  $00^{\circ}52'37''$  West, 148.25 feet) a distance of 148.96 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027);

South  $08^{\circ}49'53''$  East, a distance of 11.68 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) in said North right-of-way line of Boeing Drive;

**THENCE**, along said right-of-way line in a curve to the right (Delta Angle =  $90^{\circ}00'00''$ , Radius = 20.00 feet, Chord = South  $36^{\circ}10'07''$  West, 28.28 feet) a distance of 31.42 feet to the **POINT OF BEGINNING** and containing 235,245 square feet or 5.400 acres of land.

This description was prepared from a survey made on the ground on October 4, 1999.

PREPARED BY:  
Cutts Land Surveying, Inc.  
El Paso, Texas  
October 8, 1999  
Job No. 990915





Legislation Text

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File #: 21-413, Version: 1

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

**District 8**

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

Planning and Inspections, Tony De La Cruz, (915) 212-1589

**PUBLIC HEARING DATE:** 4/13/2021

**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.*

A Resolution that the City Council authorizes the Mayor to sign a letter in support of the proposed National Register of Historic Places nomination of Segundo Barrio Historic District.

**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 received a request from the Texas Historical Commission to provide an opinion letter in regards to the proposed Segundo Barrio National Register of Historic Places nomination. This action would authorize the Mayor to sign a letter in support of this proposed nomination. The area is roughly bounded by South Santa Fe Street, South Oregon Street, East Ninth Avenue, Cotton Street, Paisano Drive, and East Father Rahm Avenue.

**PRIOR COUNCIL ACTION:**

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

9/15/20220- Council recommended support of the Segundo Barrio National Register of Historic Places nomination and the Downtown nomination with modifications.

**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

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Tony De La Cruz, (915) 212-1589

**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:**

A Resolution that the City Council authorizes the Mayor to sign a letter in support of the proposed National Register of Historic Places nomination of Segundo Barrio Historic District.

**BACKGROUND / DISCUSSION:**

The City of El Paso received a request from the Texas Historical Commission to provide an opinion letter in regards to the proposed Segundo Barrio National Register of Historic Places nomination. This action would authorize the Mayor to sign a letter in support of this proposed nomination. The area is roughly bounded by South Santa Fe Street, South Oregon Street, East Ninth Avenue, Cotton Street, Paisano Drive, and East Father Rahm Avenue.

**PRIOR COUNCIL ACTION:**

9/15/20 – Council recommended support of the Segundo Barrio National Register of Historic Places nomination and the Downtown nomination with modifications.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

---

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

**DEPARTMENT HEAD:**



---

Philip F. Etiwe – Planning and Inspections Director

## RESOLUTION

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

A Resolution that the City Council authorizes the Mayor to sign a letter in support of the proposed National Register of Historic Places nomination of Segundo Barrio Historic District. *(Roughly bounded by South Santa Fe Street, South Oregon Street, East Ninth Avenue, Cotton Street, Paisano Drive, and East Father Rahm Avenue).*

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


### CITY OF EL PASO:

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


### ATTEST:

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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Philip Etiwe, Director  
Planning and Inspections





ITEM 5

# Proposed NRHP Nomination of Segundo Barrio District

**Strategic Goal 3.**

Promote the Visual Image of  
El Paso





# Proposed Segundo Barrio National Historic District

TEXAS HISTORICAL COMMISSION  
*real places telling real stories*

March 9, 2021

The Honorable Oscar Leeser  
Mayor, City of El Paso  
300 North Campbell Street  
El Paso, Texas 79901

Re: Nomination to the National Register of Historic Places, El Paso, El Paso County, Texas

**Segundo Barrio Historic District**, Roughly bounded by South Santa Fe Street, South Oregon Street, East Ninth Avenue, Cotton Street, Paisano Drive, and East Father Rahn Avenue

Dear Mayor Leeser:

We are pleased to inform you that a National Register of Historic Places nomination for the above-referenced property was recently submitted for review by our office. This letter serves as formal notice of the nomination from the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission (THC), which is also the state agency responsible for administering the Texas Certified Local Government Program (CLG) program under state and federal legislation.

Our staff has reviewed the nomination and will forward it to the State Board of Review for their consideration and possible action at their virtual meeting on May 15, 2021. *Due to Covid-19, all in-person meetings* historic properties worthy of preservation pursuant evaluate and protect America's historic resources.


As a participant in the CLG program, the local historic El Paso are required to separately notify both the THC than May 14, 2021.

As a participant in the CLG program, the local historic preservation review commission, board, or committee, and the chief elected official for the City of El Paso are required to separately notify both the THC's National Register program and CLG program their opinions in regard to the nomination no later than May 14, 2021.

A copy of the draft nomination and virtual meeting information is posted on the THC website: <http://www.the.texas.gov/shrmecting>. We request the CLG representative to coordinate review by the landmark board in advance of the State Board of Review meeting. Compliance with the provisions of the CLG program is a state and federal obligation that could jeopardize the city's CLG status if compliance is not met.

In addition, we invite you to attend a PUBLIC INFORMATION MEETING to discuss the process of nomination and the results of listing properties in the National Register of Historic Places. The meeting will take place on March 25, 2021 at 5:30 p.m. The virtual meeting information is posted on the THC website: <http://www.the.texas.gov/shrmecting>

Should you have any questions concerning this letter or if we can be of further assistance, please contact Gregory W. Smith, National Register Coordinator, at (512) 463-6013. For questions regarding the CLG program, please contact Lorelei Willett at (512) 463-7812. Thank you for your cooperation and participation in this federal process.

Sincerely,  
  
Gregory Smith  
National Register Coordinator  
History Programs Division

cc: Providencia Velazquez, CLG Representative, City of El Paso ✓

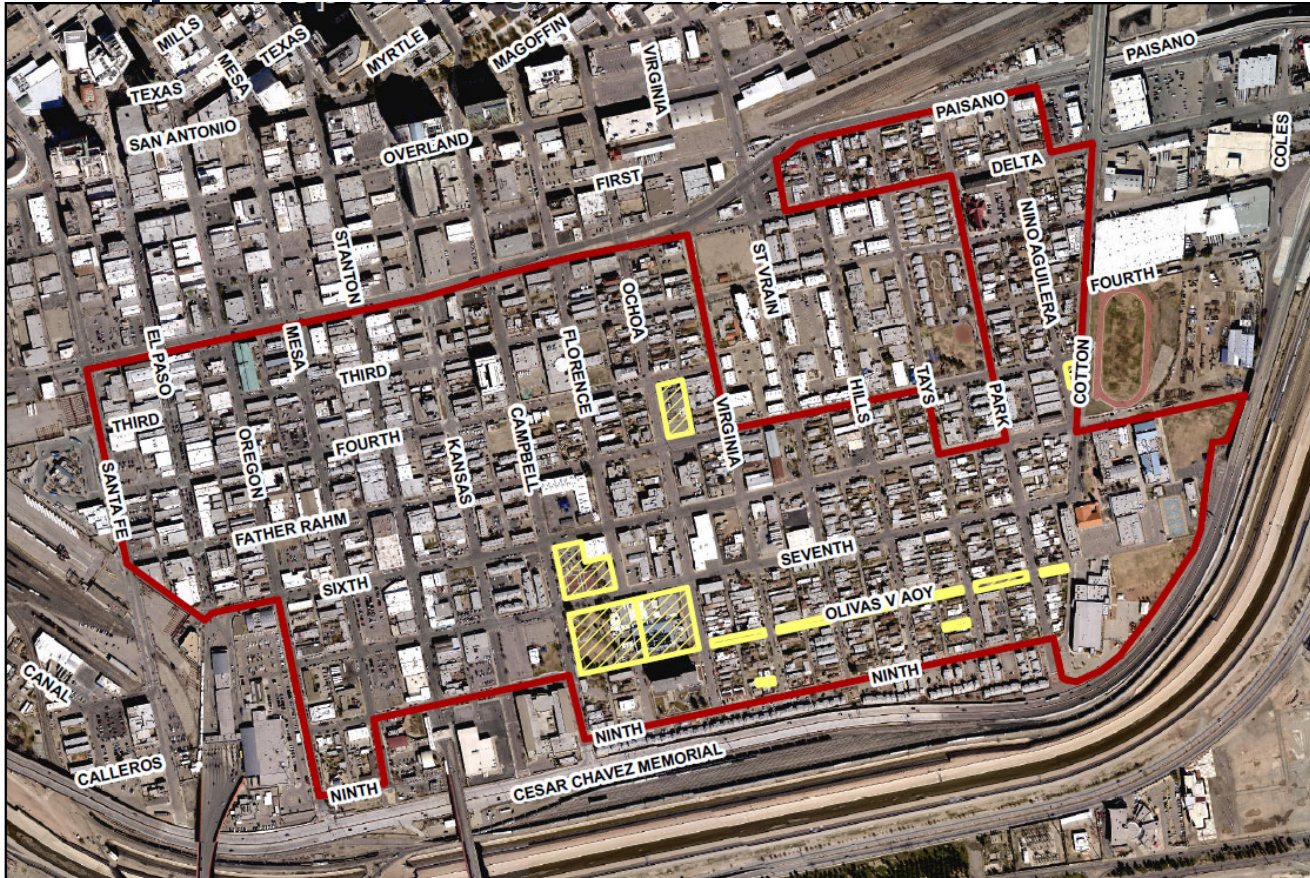




## Proposed Segundo Barrio National Historic District

- City of El Paso is a Certified Local Government (CLG)
- Highest elected official and Historic Landmark Commission (HLC) are required to submit opinions of the Segundo Barrio National Historic District nomination
  - Sept. 15, 2020 – CC recommended support of nomination
  - March 9, 2021 – THC sent Formal Notice of Nomination Letter to HLC and Mayor
  - April 19, 2021 - Presentation to the HLC
  - May 14, 2021 – Deadline to submit opinion letters
  - May 15, 2021 – Review of nomination by State Board of Review

# Proposed Segundo Barrio National Historic District



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 & Inspection Department Planning Division makes no claim to its accuracy or completeness.



City Parcels within Boundary  
 Proposed Boundary

0 250 500 1,000 1,500 2,000 Feet



- West to East – Santa Fe to Cotton
- South to North – Ninth St. to Paisano



# Proposed Segundo Barrio National Historic District

- Staff Recommendation: Support of Nomination



## 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 #:** 21-420, **Version:** 1

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

**District 3, 5, 6 & 7**

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

**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.*

A Resolution authorizing the City Engineer to sign a change order to increase the Project Amount Bid for the Yarbrough Drive South, George Dieter Drive & Lee Trevino Drive Roadway Lighting and Median Landscaping Project by \$138,932.00, resulting in increasing the original project amount of \$5,710,558.40 to a Total Project Amount of \$5,849,490.40.

The increase is for the additional cost associated with changing the Round Tapered Aluminum Poles called for in the Contract to Green Fluted Poles in the Yarbrough South Portion of the Project. The George Dieter and Lee Trevino Roadway segments do not call for any street lighting.

The increase is covered by the Project's Contingency and will cover the costs for the following:

- The cost differential associated with providing Green Fluted Poles instead of Round Tapered Aluminum Poles.
- The cost associated with any work required as part of effecting the change in materials that will ensure consistency with the type of poles being called for in the other roadway corridors throughout 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?*

The Yarbrough Drive South, George Dieter Drive & Lee Trevino Drive Roadway Lighting and Median Landscaping Project was awarded to the Low Bidder, El Paso Electric A.R.C. on February 18, 2020.

The project scope of work consists of providing Roadway Lighting and Median Landscaping on Yarbrough Drive South, from I-10 to Loop 375; providing Median Landscaping and Irrigation Improvements on George Dieter Drive, from Zaragoza Drive to Montana Avenue; and providing Median Landscaping and Irrigation

Improvements on Lee Trevino Drive, from North Loop Drive to Rojas Drive.

**PRIOR COUNCIL ACTION:**

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

On February 18, 2020 - City Council approves award of Contract

**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?*

Amount: \$8,327,600.00

Source: 2019 Capital Plan CO

\*\*\*\*\*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:** April 13, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, City Engineer / (915) 212-1845

**DISTRICT(S) AFFECTED:** 3,5,6 & 7

**STRATEGIC GOAL:** To improve the visual image of El Paso.

**SUBJECT:**

A Resolution authorizing the City Engineer to sign a change order to increase the Project Amount Bid for the **Yarbrough Drive South, George Dieter Drive & Lee Trevino Drive Roadway Lighting and Median Landscaping Project** by \$138,932.00, resulting in increasing the original project amount of \$5,710,558.40 to a Total Project Amount of \$5,849,490.00.

The increase is for the additional cost associated with changing the Round Tapered Aluminum Poles called for in the Contract to Green Fluted Poles in the Yarbrough South Portion of the Project. The George Dieter and Lee Trevino Roadway segments do not call for any street lighting.

The increase is covered by the Project's Contingency and will cover the costs for the following:

- The cost differential associated with providing Green Fluted Poles instead of Round Tapered Aluminum Poles.
- The cost associated with any work required as part of effecting the change in materials that will ensure consistency with the type of poles being called for in the other roadway corridors throughout the City of El Paso.

**BACKGROUND / DISCUSSION:**

The Yarbrough Drive South, George Dieter Drive & Lee Trevino Drive Roadway Lighting and Median Landscaping Project was awarded to the Low Bidder, El Paso Electric A.R.C. on February 18, 2020.

The project scope of work consists of providing Roadway Lighting and Median Landscaping on Yarbrough Drive South, from I-10 to Loop 375; providing Median Landscaping and Irrigation Improvements on George Dieter Drive, from Zaragoza Drive to Montana Avenue; and providing Median Landscaping and Irrigation Improvements on Lee Trevino Drive, from North Loop Drive to Rojas Drive.

**SELECTION SUMMARY:**

The Bid Opening was conducted on January 22, 2020  
The Project was awarded on February 18, 2020

**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 February 18, 2020 – City Council approves award of Contract

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$8,327,600.00

Source: 2019 Capital Plan CO

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

*Jerry DeMuro/for Sam Rodriguez*



## RESOLUTION

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

That the City Council approves a Change Order in the amount of \$138,932.00 to El Paso A.R.C. Electric, Inc., for the additional cost associated with changing the poles specified in the contract to the city specification for the green fluted poles for the Yarbrough Drive, George Dieter Drive & Lee Trevino Drive Roadway Lighting and Median Landscaping Project, Solicitation 2020-199. Ten (10) additional days will be added to the project completion timelines. The new contract sum, including this change is \$5,849,490.40.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.


CITY OF EL PASO:

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


ATTEST:

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

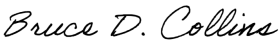
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

APPROVED AS TO CONTENT

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



# Yarbrough Drive South of I10, George Dieter Dr & Lee Trevino Dr Roadway Lighting and Median Landscaping Project.

April 13, 2021



# Project Details



<b>Location:</b>	<b>Yarbrough Drive South of I10, George Dieter Dr &amp; Lee Trevino Dr Roadway Lighting and Median Landscaping Project.</b>
<b>District(s):</b>	<b>3,5, 6 and 7</b>
<b>Total Budget:</b>	<b>\$5,710,558.40</b>
<b>Funding Source:</b>	<b>2019 Capital Plan Certificate of Obligation</b>

# Background

The City of El Paso is improving the Roadway Infrastructure throughout the City, and these segments of Yarbrough Drive, George Dieter Drive and Lee Trevino Drive were identified for Lighting and Landscape Improvements. Upon completion, the project will significantly improve the respective roadways.





# Project Location



- Location Information



5

# Scope of Work

- The project scope of work consists of providing Roadway Lighting and Median Landscaping on Yarbrough Drive South, from I-10 to Loop 375; providing Median Landscaping and Irrigation Improvements on George Dieter Drive, from Zaragoza Drive to Montana Avenue; and providing Median Landscaping and Irrigation Improvements on Lee Trevino Drive, from North Loop Drive to Rojas Drive.





# PO Increase

- Authorization to sign the **Change Order # 1** to the Agreement for Construction Services for a Purchase Order increase for **\$138,932.00**.
- The increase is covered by the Project's Contingency and will cover the costs for the following:
  - The cost differential associated with providing Green Fluted Poles instead of Round Tapered Aluminum Poles at the Yarbrough South of I10 project limits.
  - The cost associated with any work required as part of effecting the change in materials that will ensure consistency with the type of poles being called for in the other roadway corridors throughout the City of El Paso.
  - This is only 2% increase of the total contract amount.
  - The Contractor didn't order the Aluminum Poles, there is not restocking fee associated to this change order.
- PO increase extends the contract amount from **\$ 5,710,558.40** to **\$5,849,490.40**.



## 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 #:** 21-422, **Version:** 1

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

**All Districts**

Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181  
Human Resources, Mary L. Michel, (915) 212-1267

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

**STRATEGIC GOAL:**

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

**SUBGOAL:** 6.3 Implement programs to reduce organizational risk

**SUBJECT:**

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

The linkage to the Strategic Plan is subsection 6.3 - Implement programs to reduce organizational risk.

That the Director of Purchasing and Strategic Sourcing Department be authorized to extend the existing contract 2009-097R 457 (b) Deferred Compensation Plan Administrator and 401(a) Profit Sharing Administrator with Prudential, effective June 1, 2021; to continue to provide administrator services for the City's 457(b) and 401(a) plans on a month-to-month basis, with 60 days written notice of termination, and under the terms of the existing service 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?*

Click or tap here to enter text.

**PRIOR COUNCIL ACTION:**

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

Click or tap here to enter text.

**AMOUNT AND SOURCE OF FUNDING:**

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

Click or tap here to enter text.

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

**Department Head:**

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

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

**DEPARTMENT:** Purchasing & Strategic Sourcing

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON/PHONE:** Bruce D. Collins – Purchasing & Strategic Sourcing Director 915-212-1181  
Human Resources Department, Mary L. Michel, (915) 212- 1267

**DISTRICT(S) AFFECTED:** All

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

The linkage to the Strategic Plan is subsection 6.3 – Implement programs to reduce organizational risk.

**SUBJECT:**

That the Director of Purchasing & Strategic Sourcing Department be authorized to extend the existing contract with Prudential, effective June 1, 2021; to continue to provide administrator services for the City's 457(b) and 401(a) plans on a month-to-month basis, with 60 days written notice of termination, and under the terms of the existing service agreement.

**BACKGROUND / DISCUSSION:**

On August 25, 2009 awarded Solicitation No. 2009-097R a service contract for Prudential Retirement to serve as the administrator for the City's 457(b) and 401(a) plans; the City is currently procuring the administration of the 457(b) and 401(a) plan, the Parties have agreed to extend the term of Prudential's service contract to continue to serve as the administrator for the City's 457(b) and 401(a) plans on a month-to-month basis.

**SELECTION SUMMARY:**

N/A

**PRIOR COUNCIL ACTION:**

On August 25, 2009 City Council approved the award of this contract to Prudential Retirement.  
On December 9, 2014 City Council approved the extension of this contract for 3 additional years.  
On December 19, 2017 City Council approved the extension of this contract for 3 additional years.

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:** Mary Michel

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Mary L. Michel – Human Resources Assistant Director

## PROJECT FORM

### (Resolutions)

\*\*\*\*\*

Please place the following item on the **Consent** agenda (under Resolutions) for the Council Meeting of **April 13, 2021**

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

The linkage to the Strategic Plan is subsection 6.3 – Implement programs to reduce organizational risk.

#### **Award Summary:**

That the Director of Purchasing & Strategic Sourcing Department be authorized to extend the existing contract 2009-097R 457 (b) Deferred Compensation Plan Administrator and 401(a) Profit Sharing Administrator with Prudential, effective June 1, 2021; to continue to provide administrator services for the City's 457(b) and 401(a) plans on a month-to-month basis, with 60 days written notice of termination, and under the terms of the existing service agreement.

## RESOLUTION

**WHEREAS**, the during the regular City Council (City) meeting of August 25, 2009 awarded Solicitation No. 2009-097R a service contract for Prudential Retirement (Prudential) to serve as the administrator for the City's 457(b) and 401(a) plans; and

**WHEREAS**, City has exercised both options contemplated as part of the original award; and

**WHEREAS**, the City is currently procuring the administration of the 457(b) and 401(a) plan; and

**WHEREAS**, the Parties have agreed to extend the term of Prudential's service contract to continue to serve as the administrator for the City's 457(b) and 401(a) plans on a month-to-month basis.

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

That the Director of Purchasing and Strategic Sourcing Department be authorized to extend the existing contract with Prudential, effective June 1, 2021; to continue to provide administrator services for the City's 457(b) and 401(a) plans on a month-to-month basis, with 60 days written notice of termination, and under the terms of the existing service agreement.

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

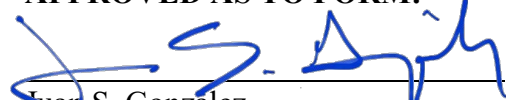
**THE CITY OF EL PASO:**

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


**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

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



Legislation Text

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**File #:** 21-421, **Version:** 1

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

**District 3 & 5**

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

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

**STRATEGIC GOAL:**

Choose an item.

**SUBGOAL:** Choose an item.

**SUBJECT:**

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

That the City Engineer is authorized to sign an Easement for a Public Road or Street with the Secretary of the United States Army to allow the City to construct, operate, and maintain park and ride facilities and infrastructure associated with the Montana Rapid Transit System on 12.88 acres of Ft. Bliss property located near the intersection of Montana Avenue and Lee Trevino Dr. and the intersection of Montana Avenue and George Dieter Dr.

**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:** April 13, 2021  
**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., Chief Transportation and Operations Officer,  
(915) 212-1845  
**DISTRICT(S) AFFECTED:** 3, 5  
**STRATEGIC GOAL:** No. 7: Enhance and Sustain El Paso's Infrastructure Network

**SUBJECT:**

Discussion and action on the request that the City Clerk is authorized to sign any certificates of authority or other documents confirming the authority granted to the City Engineer.

**BACKGROUND / DISCUSSION:**

That the City Engineer is authorized to sign an Easement for a Public Road or Street within the Secretary of United States Army to allow the City to construct, operate, and maintain park and ride facilities and infrastructure associated with the Montana Rapid Transit System, near the intersections of Lee Trevino Drive and George Dieter Drive, along Montana Avenue.

**SELECTION SUMMARY:**

N/A

**PROTEST**

- ☐ No protest received for this requirement.  
☐ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No  
If yes, select the applicable districts.

- ☐ District 1  
☐ District 2  
☐ District 3  
☐ District 4  
☐ District 5  
☐ District 6  
☐ District 7  
☐ District 8  
☐ All Districts

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

For

  
\_\_\_\_\_  
Sam Rodriguez, P.E., Chief Transportation and Operations Officer

## RESOLUTION

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

1. That the City Engineer is authorized to sign an Easement for a Public Road or Street with the Secretary of the United States Army to allow the City to construct, operate, and maintain park and ride facilities and infrastructure associated with the Montana Rapid Transit System on 12.88 acres of Ft. Bliss property located near the intersection of Montana Avenue and Lee Trevino Dr. and the intersection of Montana Avenue and George Dieter Dr.
2. That the City Clerk is authorized to sign any certificates of authority or other documents confirming the authority granted to the City Engineer.
3. That the City Engineer is authorized to exercise any rights or obligations under the Easement Agreement and sign all documents necessary and/or requested by the Secretary of the Army in relation to the granting of this easement.

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

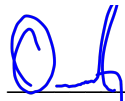
**CITY OF EL PASO:**

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

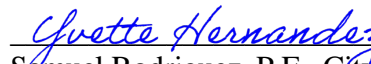
### ATTEST:

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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
For Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department



**DEPARTMENT OF THE ARMY**  
**U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT**  
**P.O. BOX 17300**  
**FORT WORTH, TX 76102-0300**

March 17, 2021

Real Estate Division

SUBJECT: Fort Bliss, Texas; Easement No. DACA63-2-21-0527

Ms. Margaret Schroeder  
Engineering Division Manager  
City of El Paso  
212 North Campbell Street, 2nd Floor  
El Paso, Texas 79901

Dear Ms. Schroeder:

Enclosed are three copies of the subject easement to City of El Paso for the use of approximately 12.88 acres, for the construction, operation and maintenance of the Montana Rapid Transit System Park-and-Ride Lots and connecting lanes at Fort Bliss Military Reservation.

Please sign, date, and return all three copies of the easement, Certificate of Authority, Acknowledgement, and Tax Identification form to the above address, Attention: CESWF-RE-M (Ms. Stowe) or email to [Kateryna.D.Stowe@usace.army.mil](mailto:Kateryna.D.Stowe@usace.army.mil). The signature on the Certificate of Authority must be a different individual than the executer of the easement. Once signed, two fully executed originals of the easement will be returned to you for your records.

If you have any questions, please contact Ms. Kate Stowe at 817-886-1157 or [Kateryna.D.Stowe@usace.army.mil](mailto:Kateryna.D.Stowe@usace.army.mil).

Sincerely,

A handwritten signature in black ink, appearing to read "Colin M. Richards", is located below the "Sincerely," text.

Colin M. Richards  
Chief, Military Section  
Management and Disposal Branch

Enclosure

# CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_ (Name), certify that I am the  
\_\_\_\_\_ (Title) of **City of El Paso**, named as the Grantee herein;  
and that \_\_\_\_\_ (signator of outgrant), who signed the foregoing  
instrument on behalf of the Grantee, was then \_\_\_\_\_ (title of signator  
of outgrant) of **City of El Paso**. I further certify that the said officer was acting within the  
scope of powers delegated to this governing body of the Grantee in executing said  
instrument.

**City of El Paso**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

**AFFIX COMPANY SEAL**

**NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.**



Legislation Text

---

**File #:** 21-424, **Version:** 1

---

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

**District 8**

Capital Improvement Department, Sam Rodriguez, (915) 212-1845

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

**STRATEGIC GOAL:**

Choose an item.

**SUBGOAL:** Choose an item.

**SUBJECT:**

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

That the City Manager, or designee, be authorized to sign an Underground Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located near the intersection of Franklin Avenue and El Paso Street legally described as a Portion of Block 18, Mills Addition, an addition to the City of El Paso, El Paso County, Texas.

**BACKGROUND / DISCUSSION:**

*Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of 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:** April 13, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., City Engineer, (915) 212-1845

**DISTRICT(S) AFFECTED:** 8

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

**SUBJECT:**

That the City Manager, or designee, be authorized to sign an Underground Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located near the intersection of Franklin Avenue and El Paso Street legally described as a Portion of Block 18, Mills Addition, an addition to the City of El Paso, El Paso County, Texas.

**BACKGROUND / DISCUSSION:**

The easement is needed to provide underground electrical power in support of the Children's Museum project.

**PROTEST**

☒ No protest received for this requirement.

☐ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No

If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A



**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, or designee, be authorized to sign an Underground Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located near the intersection of Franklin Avenue and El Paso Street legally described as a Portion of Block 18, Mills Addition, an addition to the City of El Paso, El Paso County, Texas.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

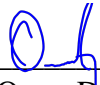
### THE CITY OF EL PASO:

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

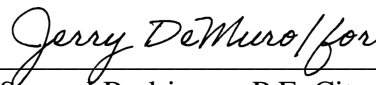
### ATTEST:

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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Samuel Rodriguez, P.E. City Engineer  
Capital Improvement Department

THE STATE OF TEXAS

§

§

COUNTY OF EL PASO

§

**UNDERGROUND ELECTRICAL AND  
TRANSFORMER PAD EASEMENT**

For and in consideration of the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of El Paso (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an underground electric system consisting of transformers (conventional or pad mount), ducts, conduits, fixtures, manholes, handholes, vaults, and any other usual appurtenances pertaining thereto, and underground crossings with all necessary cables, lines, conduit, wires pertaining thereto, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

**A PORTION OF BLOCK 18, MILLS ADDITION, EL PASO COUNTY, TEXAS**

The easement is as depicted in Exhibit "A"

With the right to trim any trees and flora around said electrical facilities so as to keep the electrical facilities cleared and to do anything proper and necessary to operate and maintain same.

This easement shall be for the term of Grantee's franchise and any extension and renewal thereof by the Grantor. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantee's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such

easement. Grantee shall promptly restore to as good condition as before working thereon, and to the reasonable satisfaction of the Grantor all streets excavated by it. Grantee may, from time to time and as may be required by prudent utility practices in connection with the construction, maintenance, or repair of its facilities, restrict access to or interfere with the use of Grantor's structures(s) or tangible personal property located on or in the vicinity of the easement. In such event, Grantee shall endeavor to provide Grantor reasonable written notice of any such restriction or interference and shall use commercially reasonable efforts to coordinate its activities with Grantor so as to minimize the duration and extent of such restriction or interference. The preceding sentence notwithstanding, certain events or circumstances may occur or arise that require Grantee to take immediate action to address imminent public safety concerns, the integrity of Grantee's facilities or system, or the reliability of service provided by Grantee. Under such or similar exigencies, Grantee shall provide Grantor notice of any restrictions or interference as soon as reasonably practicable, and shall use commercially reasonable efforts to minimize the duration and extent of such restriction or interference. Grantee agrees to call for utility spotting by a third party prior to any excavation by Grantee in the easement.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted. Grantor agrees not to erect permanent structures or obstruct access in, over, or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's underground facilities from excessive erosion due to flood run-off.

Should Grantee abandon the easement, then the easement hereinabove described shall revert to Grantor or its successors and assigns. Such abandonment shall be conclusively presumed following non-use by the Grantee for one year and with use not being resumed within sixty (60) days following receipt of notice of abandonment from Grantor to Grantee, and on such abandonment, Grantee will then execute any and all necessary documents to evidence such abandonment.


Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.


GRANTOR:  
THE CITY OF EL PASO

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

APPROVED AS TO FORM:

 Omar De La Rosa  
~~Sol M. Cortez~~  
Assistant City Attorney

APPROVED AS TO CONTENT:

 Samuel Rodriguez, P.E.  
City Engineer

#### ACKNOWLEDGMENT

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
**Tomás González as City Manager of the City of El Paso.**

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

The above instrument, together with all conditions thereto is hereby accepted on the date entered below.

GRANTEE:  
EL PASO ELECTRIC COMPANY

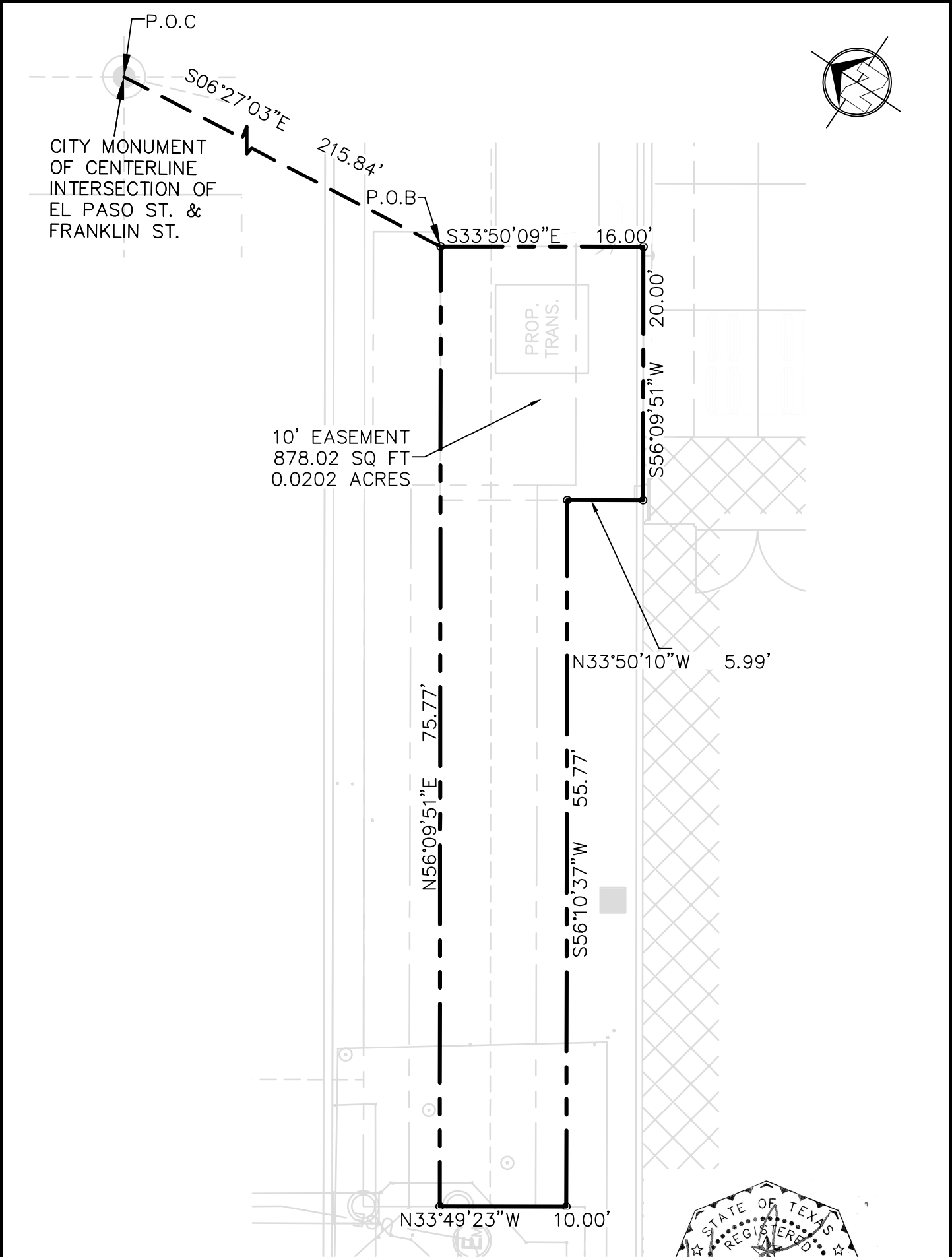
By: \_\_\_\_\_  
Printed Name: Daniel J. Monteros  
Title: Manager – Land Management

#### ACKNOWLEDGMENT

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
**Daniel J. Monteros as Manager - Land Management of El Paso Electric Company, on behalf of the El Paso Electric Company, a Texas corporation.**

\_\_\_\_\_  
Notary Public in and for  
the State of Texas



**NOTE:**  
BEARINGS ARE GRID AND BASED ON THE STATE PLANE  
COORDINATE SYSTEM CENTRAL ZONE OF TEXAS 4203  
(NAD83). ALL DISTANCES ARE AT GROUND LEVEL.

Copyright 2021 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 map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon **FEBRUARY 18, 2021.**



Reg. No. F-1902  
SURVEYING  
Reg. No. 100120-00

**10' EASEMENT**

PROPERTY DESCRIPTION  
201 W. MAIN STREET  
PORTION OF BLOCK 18  
MILLS ADDITON, AN ADDITION TO  
THE CITY OF 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  
6600 WESTWIND DRIVE  
EL PASO, TEXAS  
(915) 584-4457  
**SLI ENGINEERING, INC.**

JOB #: 09-19-4421 DR. BY: LCD  
SCALE: 1"=10' F.B. #: \*\*\*  
DATE: 02/18/2021

METES AND BOUNDS DESCRIPTION  
10' EASEMENT

Property Description: Portion of Block 18, MILLS ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat recorded in the office of the Real Property Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a city monument lying on the monument line being 10 feet north and 10 feet east offset of the respective centerlines of El Paso Street and Franklin Street, said monument being the POINT OF commencement; THENCE, S06°27'03"E, away from those monument lines, a distance of 215.84 feet to a point for a boundary corner of the easement herein being described, said point being the TRUE PONT OF BEGINNING of this description;

THENCE, South 33°50'09" East, a distance of 16.00 feet to a point for a boundary corner;

THENCE, South 56°09' 51" West, a distance of 20.00 feet to a point for a boundary corner;

THENCE, North 33°50'10" West, a distance of 5.99 feet to a point for a boundary corner;

THENCE, South 56°10' 37" West, a distance of 55.77 feet to a point for a boundary corner;

THENCE, North 33°49"23" West, a distance of 10.00 feet to a point for a boundary corner;

THENCE, North 56°09'51" East, a distance of 75.77 feet to a point for a boundary corner and back to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 0.0202 of acre (878.02 sq. ft.) of land more or less.



A PLAT OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

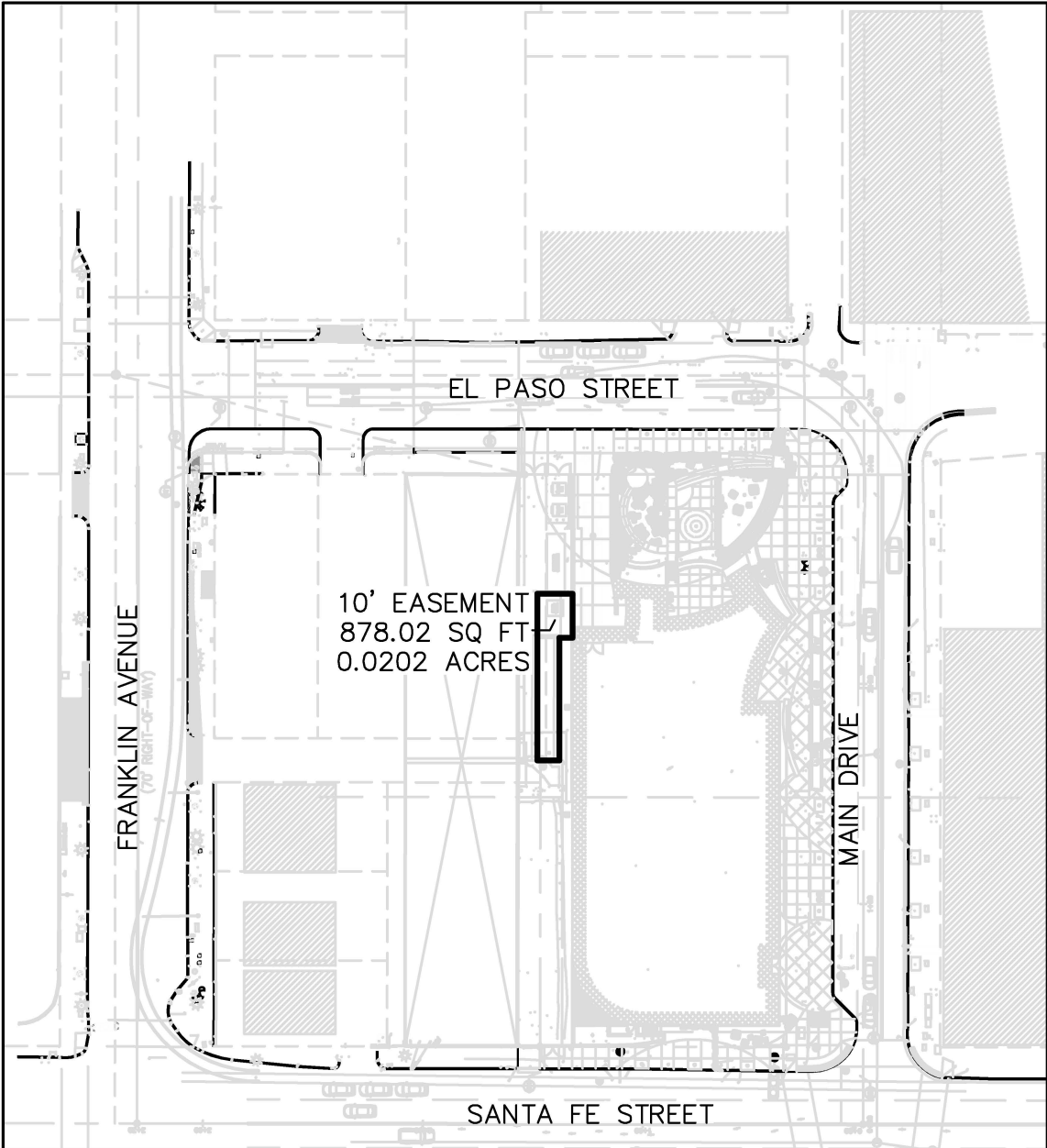
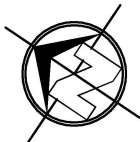
SLI ENGINEERING, INC.  
Consulting Engineers—Land Surveyors



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 map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon FEBRUARY 18, 2021.

10' EASEMENT		
 <div>CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS 6600 WESTWIND DRIVE EL PASO, TEXAS (915) 584-4457</div> <b>SLI ENGINEERING, INC.</b>	PROPERTY DESCRIPTION 201 W. MAIN STREET PORTION OF BLOCK 18 MILLS ADDITON, AN ADDITION TO THE CITY OF 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
JOB #: 09-19-4421 DR. BY: LCD		
SCALE: 1"=10' F.B. #: ***		
DATE: 02/18/2021		



**NOTE:**  
BEARINGS ARE GRID AND BASED ON THE STATE PLANE  
COORDINATE SYSTEM CENTRAL ZONE OF TEXAS 4203  
(NAD83). ALL DISTANCES ARE AT GROUND LEVEL.

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SLI ENGINEERING, INC.  
Reg. No. F-1902  
SURVEYING  
Reg. No. 100120-00

**10' EASEMENT**

PROPERTY DESCRIPTION  
201 W. MAIN STREET  
PORTION OF BLOCK 18  
MILLS ADDITON, AN ADDITION TO  
THE CITY OF 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  
6600 WESTWIND DRIVE  
EL PASO, TEXAS  
(915) 594-4457  
**SLI ENGINEERING, INC.**

JOB #: 09-19-4421 DR. BY: LCD  
SCALE: 1"=80' F.B. #: \*\*\*  
DATE: 02/18/2021





# The Children's Museum (Underground Electrical and Transformer Pad Easement

FRANKLIN EASEMENT AGENDA ITEM NO.9



## PROJECT DETAILS:



This is a 2012 Quality of life signature Project

## SCOPE OF WORK

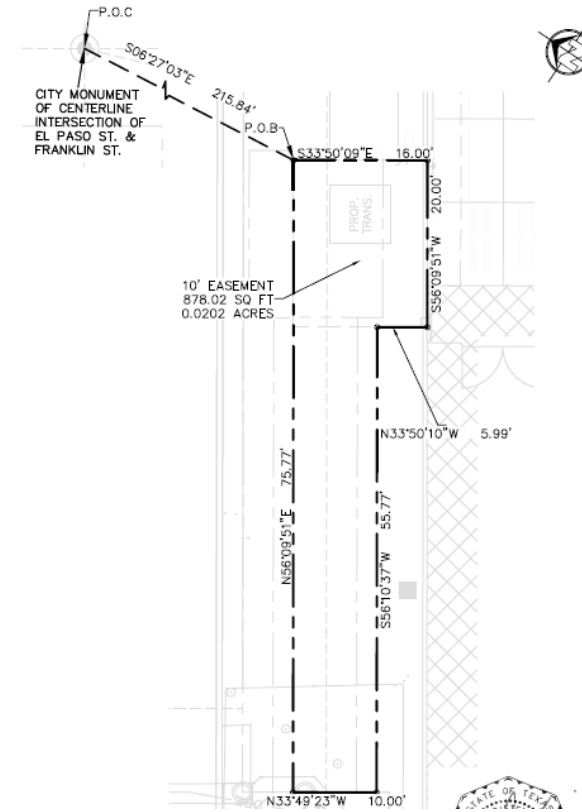
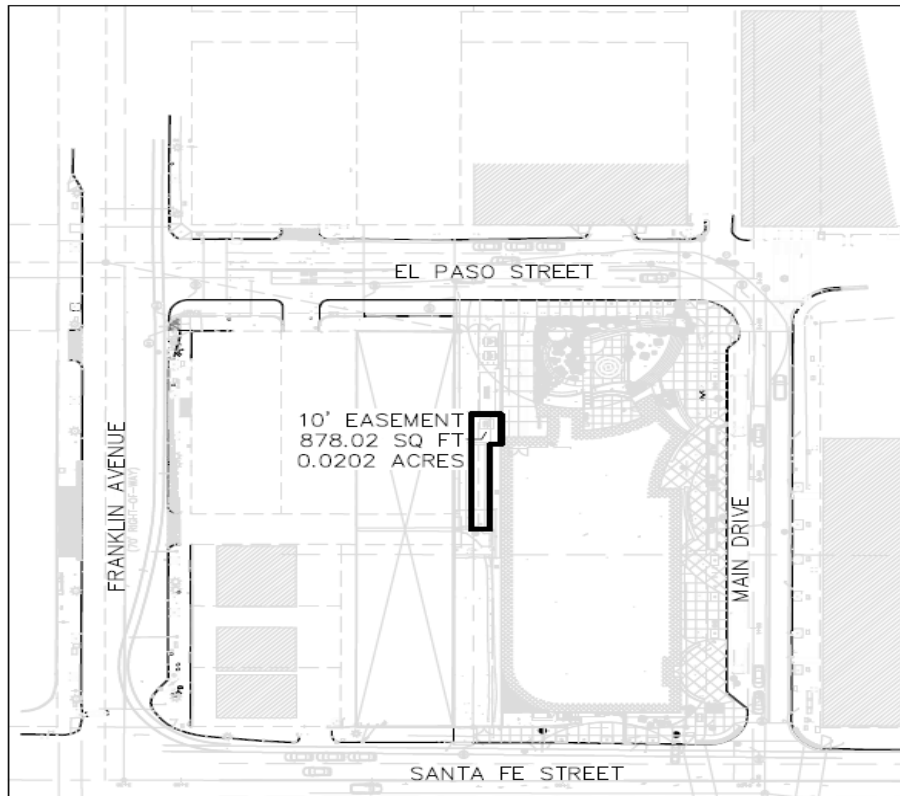
- A new 70,000 SF Children's Museum that will combine interactive and learning spaces for children.
- Location: 200 W Main Street
- A 4 level -50 foot climber
- Exhibits
- Outdoor public amenities and landscaping areas, such as gardens, gathering areas.



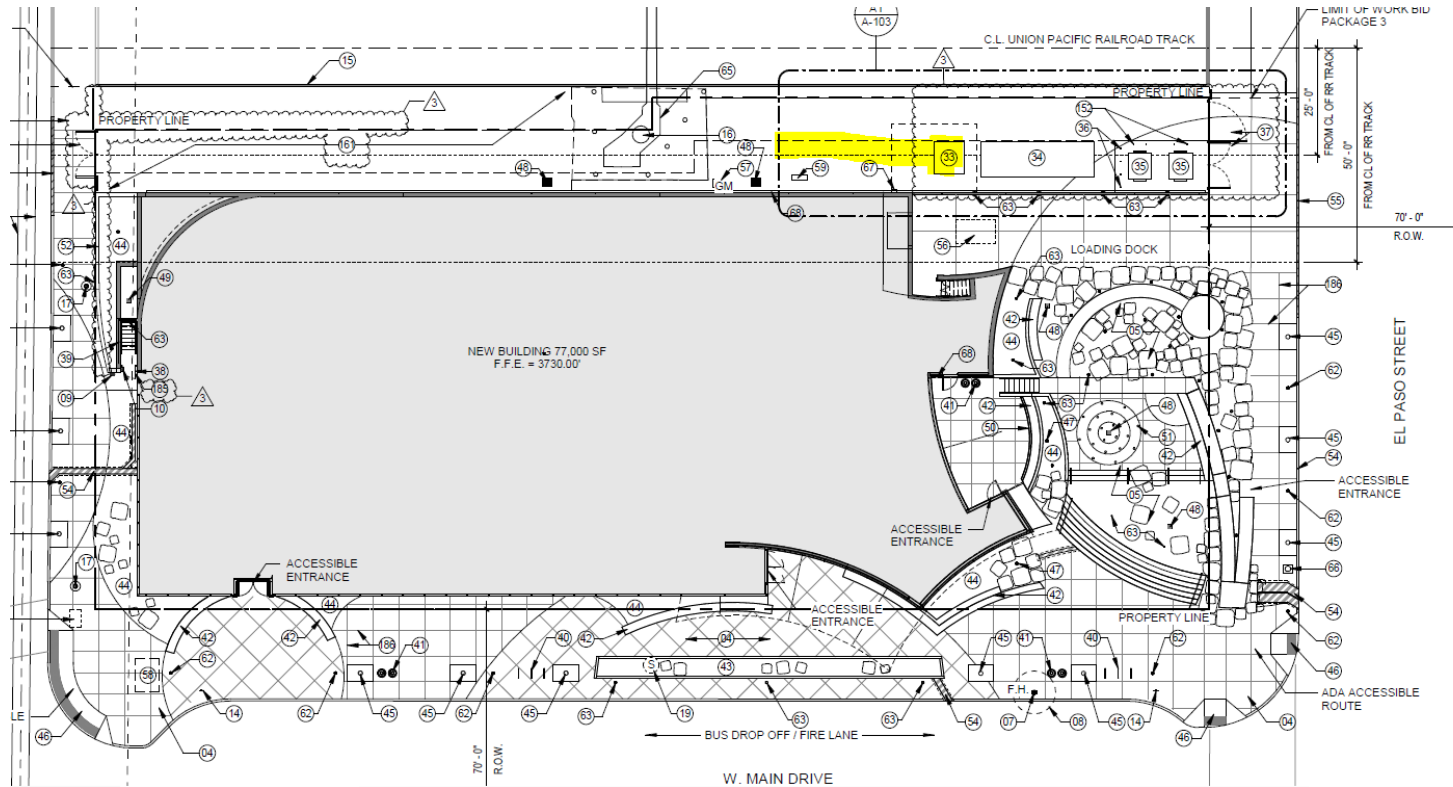
# EASEMENT SUMMARY

- **Recommendation**
  - **Authorization to sign an underground Electrical and transformer pad Easement that will grant El Paso Electric Company to enter, relocate, construct and maintain an underground electric system consisting of a transformer commencing at the City monument lying on the monument line being 10 feet North and 10 feet East offset of the respective centerlines of El Paso Street as describe on Exhibit A and Metes and bounds survey.**

# EASEMENT LOCATION



# PROPOSED TRANSFORMER LOCATION





# 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

---

File #: 21-354, Version: 1

---

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

**All Districts**

Public Health, Angela Mora, (915) 212-6502

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

**STRATEGIC GOAL:**

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

**SUBGOAL: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community**

**SUBJECT:**

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

A Resolution to authorize the Mayor to sign an Interlocal Agreement between the City of El Paso and Texas A&M University for COVID-19 outreach, prevention and vaccination information within El Paso County.

**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:** Public Health

**AGENDA DATE:** 04/13/2021

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:** Angela Mora, (915)-212-6502

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

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

**SUBGOAL:** 8.1 Deliver prevention, intervention, and mobilization services to promote a healthy, productive and safe community

**SUBJECT:**

A resolution to authorize the Mayor to sign an Interlocal Agreement between the City of El Paso and Texas A&M University for COVID-19 outreach, prevention and vaccination information within El Paso County

**BACKGROUND / DISCUSSION:**

Agreement to increase community education and uptake of the COVID-19 vaccine with underserved areas in the County. By increasing awareness and education among all members of the community, more individuals will seek vaccination allowing the build up of herd immunity and protection in our community

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

\$11,000. DSHS Preparedness Funding.

---

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

**DEPARTMENT HEAD:**



---

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

## RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement in a form substantially similar to the attached agreement, between the City of El Paso (the “City”) and Texas A&M University (“Texas A&M”), pursuant to which Texas A&M shall develop and conduct an outreach program to provide COVID-19 prevention and vaccination information within El Paso County; and for which the City shall pay an amount not to exceed \$11,000.00.

**APPROVED** dated 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

  
\_\_\_\_\_  
Angela Mora, Director  
Department of Public Health

§

## INTERLOCAL AGREEMENT

**COUNTY OF EL PASO      §**

(Texas A&M University)

This Interlocal Agreement (“**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 (“**City**”), and Texas A&M University, a Texas institution of higher education organized and existing under the laws of the State of Texas (“**Receiving Party**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

**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.

**WHEREAS**, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public.

**WHEREAS**, each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract.

**WHEREAS**, the governing bodies find that the performance of this contract is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this contract.

The parties agree as follows:

**SECTION 1. PURPOSE.**

- A. The Receiving Party will perform the services detailed in **Attachment “A”**.
- B. The City will pay \$11,000.00 to Receiving Party in accordance with the provisions set out in **Attachment “B”**.
- C. 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.

## **SECTION 2. TERM.**

This Agreement will commence on the Effective Date and will end on May 31, 2021 (“**Term**”).

## **SECTION 3. 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 their actions in this Agreement.
- C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

## **SECTION 4. HIPPA.**

- A. The parties agree to maintain and secure the confidentiality of the patients’ protected health information as mandated by the Health Insurance Portability and Accountability Act (“**HIPAA**”). In the event it is determined that Receiving Party will have access to patient health information (“**PHI**”), the parties agree to negotiate a Business Associate Agreement as part of this Agreement.

## **SECTION 5. TERMINATION.**

- A. This Agreement may be terminated as provided in this section.
  - 1. **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.
  - 2. **TERMINATION BY EITHER PARTY FOR CAUSE.** Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure.

## **SECTION 6. GENERAL PROVISIONS.**

- 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: Director of Dept. of Public Health  
P. O. Box 1890  
El Paso, Texas 79950-1890
- To the Receiving Party:
- Texas A&M University  
Attn: Lester Crenweldge  
Sponsored Research Services  
Texas A&M University  
400 Harvey Mitchell Pkwy. S, Suite 300  
College Station, Texas 77845-4375
- With a Copy to:
- Eufemia (Pema) B. Garcia

MBA, MAOM, CCHWI  
Regional Director ~ Western Rio Grande Region  
Colonias Program  
College of Architecture at Texas A&M University  
657 Horizon Blvd. Ste. F  
Socorro, Texas 79927

- E. **CONFIDENTIALITY.** The Receiving Party 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).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be 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. **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.
- K. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Receiving Party will allow the City to inspect and copy all records pertaining to the defined term for obligations provided in this Agreement.
- 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 City and the Receiving Party, and the Receiving Party'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.

- N. **THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries for this Agreement.
- O. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- P. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- Q. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

(Signature pages follow)

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

**CITY OF EL PASO**

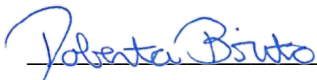
\_\_\_\_\_  
Oscar Leaser, Mayor


ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
Angela Mora, Director  
Department of Public Health



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

**TEXAS A&M UNIVERSITY**

\_\_\_\_\_  
Lester Crenwedge

Title:

\_\_\_\_\_

## **ATTACHMENT “A”**

### **OBLIGATIONS OF THE RECEIVING PARTY**

The Receiving Party will provide the following services to the City:

1. Identify outreach areas to include San Elizario, Texas; Fabens, Texas; Tornillo, Texas; and/or surrounding economically distressed areas.
2. Develop a door-to-door outreach program (“Outreach Program”) for the Underserved Areas to provide COVID-19 preventive and vaccination information.
3. Recruit community health workers - “promotoras”- to conduct community outreach.
4. In addition to the Outreach Program described in paragraph 2, further identify people age 75 years and older within the Underserved Areas and provide tailored education to encourage vaccination registration within this age group.
5. Provide daily updates as required by the City of El Paso.
6. Visit and educate 5,000 households by May 30, 2021.

## **ATTACHMENT “B”**

### **CONSIDERATION**

City will pay Receiving Party \$11,000.00 for the services detailed in Attachment “A”.

- a. Payment of the \$11,000.00 will be made in two installments of \$5,500.00 each.
- b. The first installment will be made within 15 days of execution of this Agreement.
- c. The second install will be made within 15 days after the expiration of the Term of this Agreement.



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-440, Version: 1**

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

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

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

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

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

#### **AGENDA LANGUAGE:**

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

Sandra Sanchez Almanzan to the City Plan Commission by Mayor Oscar Leeser.

DATE: April 7, 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 April 13, 2021

Item should read as follows: Re-appointment of Sandra Sanchez Almanzan to the City Plan Commission

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: City Plan Commission

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Sandra Sanchez Almanzan

(Please verify correct spelling of name)

E-MAIL ADDRESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: TX ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

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: Sandra Almanzan

EXPIRATION DATE OF INCUMBENT: 4/10/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X

RESIGNED \_\_\_\_\_

REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 4/13/2021

TERM BEGINS ON : 4/13/2021

EXPIRATION DATE OF NEW APPOINTEE: 4/10/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: \_\_\_\_\_

## SANDRA SANCHEZ ALMANZAN

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### PROFILE

A proven, dependable **Financial Services, Operating, Management, Housing, Community and Economic Development Professional** with a recognized track record of leadership ability in business development, financing solutions, marketing activities, project development and partner-based service in day-to-day management. Business-oriented, able to understand and execute broad policy and strategic mandates. Successful in obtaining favorable contract and outcome orientated results. A consensus builder, who is highly motivated self-starter toward specific goal results. Is particularly knowledgeable in the areas of:

- Single Family Mortgage Lending and Servicing
- Community Development Structure (local, state and federal programs)
- Operations and Management
- Nonprofit Organization Structure and Management
- Regional Planning
- Infrastructure Development
- Government Relations
- Volunteer Leadership and Management
- Public Presentations
- Communications (English/Spanish)
- Project Management

### PROFESSIONAL HISTORY

**Fannie Mae**

**October 1999 - Present**

**Director, December 2003 - Present**

*Director, Community Lending, Single Family – Oct 2016 - Present*

*Director, Foreclosure Prevention and Outreach, Making Home Affordable*

*Solutions Center, July 2011 – October 2016*

*Director, Mission and Duties to Serve Initiatives, July 2009 – July 2011*

*Director, National Rural Initiatives, October 2008 – July 2009*

*Director, Border Region Community Business Center, November 2003 – October 2008*

*Acting Director, October 2002- November 2003*

*Senior Deputy Director, October 1999- October 2002*

In current role provides strategic leadership to a team of Community Lending professionals that connect Single Family lenders to low- and moderate-income families to increase lending in their communities. In this role, am instrumental in developing strategy for outreach, systems needed to be effective in the marketplace, process for approval and coordination with lenders with interest in developing increase in this type of lending .

**Position Achievements:**

- Managed a group of 100+ professional across the country in support of outreach activities in support of Fannie Mae's delinquent book of business in impacted markets.
- Directed call center resource team that connected numerous partners with Fannie Mae.
- Developed and monitored key performance indicators for call center and its outcomes.
- Managed investment strategy of \$6 billion commitment for Texas Border Region, including lending and marketing initiatives.
- Efficiently administered operating budgets of over \$10.2 million
- Recognized operational savings by reducing the serious delinquent book of business through consumer intervention of over \$25 million a year

- Managed distribution of corporate resources to regional organizations with business-based objectives
- Managed advocacy regulatory, legislative and community affairs in the 1,200-mile Border Region of Texas
- Extensive knowledge on housing, finance and community development public policy issues throughout the region
- Responsible for advancing and educating on housing policy for a defined local, state and federal business agenda
- Proven leader successful in working on public & private collaborations
- Established the 1<sup>st</sup> Fannie Mae credit correction lease purchase mortgage product in Laredo, Texas, & have expanded the product to El Paso, Texas and Rio Grande Valley
- Designed & structured \$10 million in lines of credit to Housing Authority's along border region
- Assisted in development of the 1<sup>st</sup> employer assisted housing program for the City of El Paso
- Instrumental in garnering internal financial resources to develop the human capacity of small nonprofit's ability to become an intermediary lender
- Worked with Fannie Mae team to identify business solutions to assist the El Paso Affordable Housing Credit Union Service Organization
- Served as the company driver for a large regional credit union to become seller-servicer that led to significant goals rich business deliveries to Fannie Mae
- Assisted in converting market anecdotal information into research-based facts regarding loan performance in the Border Region which led to changes in single family underwriting for goals contributory business

### **Greater El Paso Chamber of Commerce**

**September 1998 – October 1999**

#### **Director, Public Policy**

Responsible for Chamber's public policy positions on Transportation, Infrastructure, Education and Border Issues and their implementation through the committee structure of the organization. Served as the administrator on the development of the State of Texas' first Dedicated Commuter Lane, which was a partnership between the General Services Administration, City of El Paso and the Chamber of Commerce. Lead all efforts as the primary liaison to all elected officials in El Paso County.

### **University of Texas at El Paso, Sustainable Neighborhoods Group in partnership with The El Paso Collaborative for Community and Economic Development**

#### **Assistant Director**

**January 1996 - August 1998**

*Project Coordinator, September 1996 – September 1997*

Coordinated and directed program that provided technical assistance and training for nonprofit Community Development Corporations throughout El Paso County. The program sought to increase the human capacity of organizations to strengthen their ability to produce additional affordable housing throughout El Paso County. Director provided organizations with written recommendations in program development and management, in addition to one-on-one training on issues such as board governance, accounting for nonprofits and grant writing.

### **Congressman Esteban E. Torres, Pico Rivera, California**

**Dec. 1993 – August 1995**

### **Congressman Ronald D. Coleman, El Paso, Texas**

**July 1992 – Nov. 1993**

*Congressional Staff Assistant to the Honorable Ronald D. Coleman*

*Congressional Staff Assistant to the Honorable Esteban Torres*

The lead coordinator for the Academy applicants for the Congressional District to all 4 U.S. Service Academies and instituted the Congressional Art competition for Congressman Torres in his district.

Served as a caseworker and liaison with constituents and federal agencies primarily on immigration and State Department issues.

### **Education**

**St. Mary's University, San Antonio, Texas**

*Bachelors in Business Administration, 1991*

**University of Texas at El Paso, El Paso, Texas**

*Masters of Public Administration, 1997*

- Presidential Management Internship Program selected in 1997

### **COMMUNICATION AND INTERPERSONAL SKILLS**

- Exceptional communication, organizational and analytical skills with ability to motivate others
- Superlative public speaking skills and ability to address diverse audiences
- Excellent organizing skills emphasizing non-traditional coalitions
- Experienced trainer, counselor & advocate for community initiatives

### **PROFESSIONAL AFFILIATIONS AND COMMUNITY SERVICE**

**Trustee, Paso del Norte Health Foundation, 2006 to 2018** *Past Chairman, largest private foundation the Paso del Norte Region and current chair of the Paso del Norte Foundation a related foundation of the same organization.*

**Trustee, El Paso Diocese Catholic Foundation, 2008 to 2019,** *current vice chair*

**President of Board, Paso del Norte Young Women's Christian Association, member 2003 to 2011**

- *Lea the volunteer Board of Directors of the Paso del Norte YWCA a \$30 million nonprofit corporation, currently serve on the Board of the YWCA Foundation.*

**Member, Texas Lyceum Board, 2011 to 2017,** *one of 100 Texans to serve on the Lyceum Board of Directors, selected through a statewide nomination and selection process.*

**Trustee, Loretto Academy. 2012 to present**

**Member of the Board, Kids Excel, 2010 to 2018, served as Chair of the Board**

**Trustee, Del Sol Medical Center, 2005 - 2010**

**Leadership Texas Class of 2000,** *one of 70 women selected statewide to participate in the premier women's leadership program in Texas*

**Power Pipeline 1998 a Program by the Foundation for Women's Resources,** *one of 40 women selected statewide to participate in the program*

**Ford Foundation,** *served on statewide convening committee of Texas foundation grantees to discuss devolution in 15 states, resulting in a new program initiative of the Ford Foundation.*



**St. Mary's University, *Hispanic Scholarship National Advisory Committee Member***

*References are available upon request*



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 21-436, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

**AGENDA LANGUAGE:**

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

Matt Kerr to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.



**EXPERIENCE**

**Lauterbach, Borschow & Company, P.C.**, El Paso, TX  
*Managing Shareholder*

August 2009 - Present

- Provide income tax planning and compliance services for a wide variety of clients from individuals and closely-held businesses to large, multi-state corporations
- Perform transaction advisory services to clients across a range of industries including real estate, retail, agriculture, and automobile dealerships
- Provide a particular expertise in real estate transaction taxation, structuring, and valuation
- Manage office of 60 employees including 45 professional accountants

**Stonelake Capital Partners, LLC**, Austin, TX

May 2008 - August 2009

*Financial Analyst*

- Performed due diligence on a variety of transactions involving single family, multi-family, retail, and office properties with investment amounts ranging from \$1 million to \$20 million
- Underwrote note purchases, mezzanine loans, direct equity investments, and municipal receivable factoring (MUD, TIF, TIRZ, 380 Agreements)
- Built complex financial models using both MS Excel and Argus DCF to project cash flows and investment returns

**Ernst & Young, LLP**, Austin, TX

September 2006 – May 2008

*Assurance & Advisory Business Services Associate*

- Performed substantive tests of account balances and analytical procedures on the financial statements of several privately-held and publicly-traded companies with revenues ranging from \$60 million to \$340 million and total assets ranging from \$140 million to \$830 million
- Assisted multiple clients with public stock offerings totaling approximately \$240 million in equity raised
- Evaluated client business models for several industries including institutional investing, semi-conductor, insurance, health care, and online marketing
- Conducted tests of controls, process walkthroughs, and fraud procedures in conjunction with Sarbanes-Oxley Sect. 404

**CERTIFICATIONS**

**Certified Public Accountant – State of Texas**

January 2008

**EDUCATION**

**The University of Texas at Austin - McCombs School of Business**

Master in Professional Accounting

May 2006

Bachelor of Business Administration

May 2006

**VOLUNTEER ACTIVITIES**

**El Paso Leadership Academy**, El Paso, TX

- President, Board of Directors

January 2014 – Present

**El Paso Zoological Society**, El Paso, TX

- Board of Directors

November 2017 - Present

**City of El Paso Employees Retirement Trust**, El Paso, TX

- Board of Trustees
- Investment committee
- Audit committee chair

February 2019 - Present



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-445, Version: 1**

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

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

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

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

Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

#### **AGENDA LANGUAGE:**

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

Andres Farias to the Fair Housing Task Force, as a Regular Member, by Representative Cissy Lizarraga, District 8.

DATE: 04/07/2020

TO: City Clerk

FROM: City Representative Cissy Lizarraga

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0008

Please place the following item on the (Check one): CONSENT XX REGULAR \_\_\_\_\_

Agenda for the Council Meeting of April 13, 2021

Item should read as follows: Reappointment of Andres Farias to the Fair Housing Task Force as a regular member

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Fair Housing Task Force

NOMINATED BY: City Representative Cissy Lizarraga DISTRICT: 8

NAME OF APPOINTEE Andres Farias

(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?** YES: \_\_\_\_\_ NO: X

**IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:** N/A

**HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:** NO

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):** N/A

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**

NAME OF INCUMBENT: Andres Farias

EXPIRATION DATE OF INCUMBENT: 04/27/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X  
RESIGNED \_\_\_\_\_  
REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 04/13/2021

TERM BEGINS ON : 04/28/2021

EXPIRATION DATE OF NEW APPOINTEE: 04/27/2024

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: \_\_\_\_\_

# Hello, I'm Andy Farias.

I am a proven, multi-dimensional strategist, storyteller, and team-builder. My specialties feature effective organizational communications, nonprofit administration, marketing strategies, project management, and digital media advertising.

## Experience

MAY 2019-PRESENT

*Opportunity Center for The Homeless*

### DIRECTOR OF DEVELOPMENT

- + Grow assets by identifying, cultivating, and engaging funding prospects as well as managing, implementing, and improving donor retention strategies to foster donor relations, corporate sponsorships, grants, and general institutional giving.
- + Facilitate strategic planning for new programmatic service initiatives and cultivate active collaborative partnerships.
- + Ensure organizational growth and sustainability through efficient record keeping, data management, donor communications, and project management.
- + Lead donor stewardship programs, fundraising/donor cultivation events; provide administrative and operational support for individual and institutional fundraising strategies.

*El Paso Children's Hospital*

### MARKETING COORDINATOR

- + Evaluate and establish marketing plan and strategy by developing and implementing brand strategy.
- + Ensure all marketing efforts serve to achieve immediate and longterm benchmarks, identifying and executing improvements for processes, content, and lead generation for conversion.
- + Plan and manage meetings, events, conferences, and trade shows by identifying, assembling, and coordinating requirements, establishing contacts, developing schedules and work flows.
- + Originate content for digital, print, and press mediums; serve as a cross-functional photographer and videographer, and graphic designer.

JAN 2019-MAR 2019

## EDUCATION

*Organizational & Corporate Communications*

University of Texas at El Paso

*Distinguished Achievement with Honors*  
Eastwood High School

## RELEVANT SKILLS

- Learning Agile
- Collaborative
- Mentorship
- Strategic Development
- Networking
- Public Speaking
- Project Management
- Conflict Resolution

## TECHNICAL SKILLS

- Resource Development
- Corporate Engagement
- Marketing & Communications
- Branding and Messaging
- Event Organization
- Live Production Coordination
- Graphic Design
- Photography/Videography

## LANGUAGES

English



Spanish





# Experience Continued

JUL 2018-DEC 2018

*United Way of El Paso County*

## FUND DEVELOPMENT ASSOCIATE

- + Developed strategies to grow and enhanced workplace and individual giving efforts; developed community partnerships.
- + Directly managed a portfolio of approximately 35+ corporate accounts; created partnerships between accounts and United Way resulting in increased participation in organizational opportunities and corporate engagement.
- + Planned, promoted, and executed volunteer projects for workplace giving partners, nonprofits, and educational groups.
- + Developed training curriculum for fundraising ambassadors in both the public and private sector.

*The Giving Project*

## CO-FOUNDER & DIRECTOR

- + Envisioned and incorporated a self-sustaining non-profit charitable organization that mobilizes direct help to people living through homelessness.
- + Maintained focus through community to generously meet the needs of people experiencing homelessness to restore well-being and influence housing.
- + Lead officers who manage business development and operations, crisis intervention, public health components, volunteer coordination, fundraising, and marketing.
- + Maximized relationships, leveraged resources, and capitalized on publicity to exceed organizational benchmarks.

*SameDay Security Inc.*

## SOCIAL MEDIA SPECIALIST & LEAD GRAPHIC DESIGNER

- + Developed branding assets both digital and print for use in promo items, apparel, marketing materials, print and digital ad campaigns, and brand awareness; facilitated rebranding efforts for a major medical tech business, a standalone online service, and a breakthrough AI/VR platform for automated home health care.
- + Conceptualized monthly marketing plans for brand development through content, promotion, engagement, and conversion strategies.

MAY 2016-JAN 2019

JUN 2017-JUL 2018

## References

### JOHN MARTIN

*Deputy Director  
Opportunity Center for The Homeless*

### BRYAN CROWE

*General Manager  
Destination El Paso*

### TRESA ROCKWELL

*Executive Director  
Progress321*

**GUSTAVO REVELES** *Director  
of Community Engagement El Paso  
Independent School District*

## ORGANIZATIONS

2018-CURRENT

### PROGRESS321

Organization impacting local economic development by equipping young professionals

2018-CURRENT

### YOUNG LEADERS SOCIETY

Affinity group by United Way of El Paso County geared for aspiring community influencers.

## VOLUNTEERISM

2016-2019

### THE GIVING PROJECT

Volunteer officer (Director) and ex-officio board member (President).

2019-CURRENT

### ANNUNCIATION HOUSE

Migrant refugee shelter site coordinator on an as-needed basis.

2015-2018

### ABUNDANT LIVING FAITH CENTER

Service coordinator for regular live productions at 5,800 person venue.

## HOBBIES

- Mentorship and socializing
- Volunteer opportunities
- Job-related activities
- Reading non-fiction
- Playing favorite podcasts
- Listening to Radiohead
- Watching sitcom reruns
- Enjoying new films
- Making new friends



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-443, Version: 1**

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

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

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

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

Members of the City Council, Representative Henry Rivera, (915) 212-0007

#### **AGENDA LANGUAGE:**

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

Jose L. Reyes to the City Plan Commission by Representative Henry Rivera, District 7.

DATE: 4/7/2021

TO: City Clerk

FROM: City Representative Henry Rivera

ADDRESS: 300 N. Campbell TELEPHONE 915.212.0007

Please place the following item on the (Check one): CONSENT X REGULAR \_\_\_\_\_

Agenda for the Council Meeting of April 13, 2021

Item should read as follows: Appointment of Jose L. Reyes to the City Plan Commission by City Representative Henry Rivera,  
District 7

**BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: City Plan Commission

NOMINATED BY: City Representative Henry Rivera DISTRICT: 7

NAME OF APPOINTEE Jose L. Reyes  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: \_\_\_\_\_

CITY: N/A ST: TX ZIP: \_\_\_\_\_ 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

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: Robert Garcia

EXPIRATION DATE OF INCUMBENT: 10/18/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_  
RESIGNED X  
REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 4/13/2021

TERM BEGINS ON: 4/13/2021

EXPIRATION DATE OF NEW APPOINTEE: 10/18/2021

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: \_\_\_\_\_

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: X

# Jose L. Reyes, P.E.

Professional Engineer / Project Manager

Dannenbaum Engineering – El Paso, LLC – Division Manager

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## EDUCATION:

BS, Civil Engineering University of Texas at El Paso – 1994

## PROFESSIONAL ASSOCIATIONS & CERTIFICATIONS:

- Professional Engineer, Texas No. 91964
- ASCE – The American Society of Civil Engineering
- NSPE – National Society of Professional Engineers
- Down Syndrome Association of El Paso
- El Paso Chamber – Transportation Committee

## PROFESSIONAL EXPERIENCE:

2012 – Current	Dannenbaum Engineering – El Paso, LLC
1997 – 2012	Parkhill, Smith & Cooper, Inc. – El Paso, Texas
1994 – 1997	Texas Department of Transportation, Lubbock

Mr. Reyes has over 25-years of experience in Transportation and Civil Engineering which includes highway, roadway design and SITE project management, site grading, drainage, traffic control and storm water pollution prevention plan (SW3P). His experience also includes Roadway Master Drainage Studies, Street and Storm Drain Design Systems, Specifications and Estimates with over 15 years of project management experience. Mr. Reyes has extensive experience managing high profile projects in our area with innovative techniques and design concepts which have contributed to the success of the projects. Some of the projects he has recently managed are as follows:

- **TXDOT, US 62/180 MONTANA AVE. WIDENING, EL PASO, TEXAS** - Mr. Reyes managed the design team for the US 62/180 Montana Ave. Widening project, this \$144M project entailed the designed and preparation of construction plans (PS&E) from Global Reach Dr. to .5 miles East of Loop 375 (Joe Battle Blvd.). The project included the design of three controlled-access main lanes and 3 lane frontage roads in each direction.
  - **TXDOT, EL PASO DISTRICT, STATE LOOP 375 (PURPLE HEART MEMORIAL HIGHWAY), EL PASO, TEXAS** - Mr. Reyes was the Project Manager for the \$55 million project with a scope that included widening Loop 375 from 4 to 6 lanes on main lanes and construction of 2-lane frontage road in each direction from Spur 601 to Montana Avenue.
  - **CRRMA, STATE LOOP 375 WIDENING PROJECT, EL PASO, TEXAS** - Mr. Reyes managed the design for this \$35M project which entailed the widening of the SL 375 by adding one lane in each direction from Bob Hope Dr. to Zaragoza Rd. This project consisted of the widening of 15 Bridge Structures, PS&E, Utility Coordination, Surveying, upgrading existing Storm Drain System, Illumination, ITS, Bridge Design CRCP, Safety Appurtenances, Signing, Striping and Landscaping.
  - **TXDOT, EL PASO DISTRICT - PROGRAM MANAGEMENT CONSULTANT (PMC), EL PASO, TEXAS** - This project also includes management and or performance of PS&E services for a Program estimated at \$1.2 billion. Mr. Reyes managed 26 Work Authorizations issued by TxDOT for this contract. He managed teams consisting of not only Dannenbaum Engineering personnel but also subconsultants as well as providing oversight and design services to TxDOT under this Contract.
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## Legislation Text

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**File #: 21-437, Version: 1**

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

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

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

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

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

#### **AGENDA LANGUAGE:**

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

Gary Edens to the Museums and Cultural Affairs Advisory Board by Mayor Oscar Leeser.

Item should read as follows: Appointment of Gary Edens to the Museums and Cultural Affairs Advisory Board by Mayor Oscar Leeser

# Gary Edens

## SUMMARY OF QUALIFICATIONS

- Committed to serving students in higher education for over thirty years
- Executive-level leadership in university administration, enrollment management, and student success programming
- Comprehensive experience in managing multiple local, state and federal grants that target college access, affordability and expanding the college-going population
- Institutional representative to numerous community college, university and K-12 initiatives to streamline enrollment processes, articulate credits and address college access and preparedness
- Broad based understanding and application of higher education recruitment, retention and enrollment management strategies
- Participation in state, regional and national organizations for the transfer and articulation of students, student services and the first-year experience
- Knowledge of higher education accreditation processes, program review and student outcomes assessment

## EDUCATION

### **Doctor of Education**

**May 2007**

The University of Texas at El Paso (UTEP)

Dissertation: *Student Involvement at a Majority Hispanic, Border Institution:  
A Study of Undergraduate Student Experiences*

### **Master of Public Administration**

**May 1994**

The University of Texas at El Paso

### **Bachelor of Business Administration**

**May 1990**

The University of Texas at El Paso

## WORK EXPERIENCE

### **Vice President for Student Affairs**

**2011 – present**

#### **The University of Texas at El Paso**

- Serve on the President's Cabinet as the institution's Chief Student Affairs Officer.
- Provide administrative leadership to the Division of Student Affairs. The Division consists of 30+ departments including: Dean of Students, Counseling Services, Scholarships, New Student Orientation, Career Services, Student Development Center, Student Government Association, Undergraduate Recruitment and Admissions, University Registrar, Financial Aid, Student Assessment and Testing, Cheerleading, Office of International Programs, Disabled Student Services, Residence Life, Recreational Sports, Upward Bound, Talent Search, High School Equivalency Program, GEAR UP, College Assistance Migrant Program, Military Student Success Center and the Student Support Services Program.
- Oversee the Division of Student Affairs' externally funded grant projects with a total portfolio of over \$24 million in awarded funding.
- Oversee a staff of 350+ full-time employees and over 450 student employees.

### **Associate Vice President and Dean of Students**

**2008 – 2011**

#### **The University of Texas at El Paso**

- Supervise the planning, management and evaluation of six university outreach and access initiatives (Upward Bound, Gear Up, Student Support Services Program, College Assistance Migrant Program,

Educational Talent Search, High School Equivalency Program) and three student service operations (University Union, University Career Center, University Counseling).

- Serve as a permanent member of the university's Entering Student, Early College High School, Human Resource Advisory, Strategic Enrollment and Campus Life committees.
- Coordinate the College Connection Program. The College Connection grant, funded by the Texas Higher Education Coordinating Board and AmeriCorps, is a comprehensive initiative to expand the college-going culture in the El Paso area by providing enrollment services and transition assistance to students in area high schools.
- Lead collaborative efforts to promote student success. Examples of recent initiatives include: Project MOVE (a day of service involving 1,300 students), the production of a financial literacy program, and the development of several K-12 outreach programs.
- Assess the impact of student services on student success. Analyze data and prepare reports.
- Teach a freshman seminar course, *University 1301 – Seminar in Critical Inquiry*.

**Assistant Vice President for Student Affairs**

**2007 – 2008**

**The University of Texas at El Paso**

- Supervised the management of the University Union, Career Services, Office of Disabled Student Services and six university outreach initiatives.
- Developed division-wide initiatives to increase student involvement in campus activities and leadership.
- Oversaw a \$1 million renovation of the University Career Center.
- Collaborated with the Vice Provost for Undergraduate Studies in the management of a variety of services and programs to include: Welcome Back Miner, GoArmy.edu and Tuition Assistance.

**Assistant Vice Provost for Undergraduate Studies**

**2005 – 2007**

**Director of Student Success Programs**

**2003 – 2005**

**The University of Texas at El Paso**

- Supervised the Office of Student Success Programs, including staff and student selection, training and development, evaluation, resource management, budgeting and other administratively related duties.
- Coordinated and implemented all programs associated with the University Honors Program, Student Leadership Institute, Visitor's Center, New Student Orientation, Junior Scholars Program and National Student Exchange.
- Oversaw the enrollment functions of UTEP's "one-stop" Enrollment Services Center.
- Served as a permanent member of UTEP's Entering Student Program, which is responsible for retention issues on campus.

**Director, New Student Orientation and Student Leadership Institute**

**1999 – 2003**

**The University of Texas at El Paso**

- Supervised the Office of New Student Orientation, including staff and student selection, training and development, evaluation, resource management, budgeting and other administratively related duties.
- Coordinated the development of all Student Leadership Institute activities – a component of a five-year, Department of Education, Title V grant awarded to UTEP.
- Served as a permanent member of UTEP's Entering Student Program, which is responsible for retention issues on campus.

**Director, Student Development Center**

**1996 – 1999**

**The University of Texas at El Paso**

- Supervised a department overseeing 115 student organizations, campus leadership and involvement programs, the UTEP Wellness program, New Student Orientation, Greek Affairs, and other traditional student activities and programs.



- Managed the Student Development Center, including staff selection, assignment, training and development, supervision, evaluation, resource management, budgeting, and other administratively related duties.
- Implemented a comprehensive student development model utilized extensively by the Student Development Center.
- Served on a variety of UTEP and Division of Student Affairs' committees.

**Assistant Director for Union Programs**

**1994 – 1996**

**The University of Texas at El Paso**

- Served as advisor and staff resource person to the Union Programs Office Student Board.
- Implemented student development and leadership training programs for volunteer students involved in the Union Programs Office.
- Negotiated contracts with prospective entertainers that performed on the UTEP campus.

**Leadership Coordinator, Student Activities Center**

**1992 – 1994**

**The University of Texas at El Paso**

- Coordinated the Women's Leadership Institute, Advanced Leaders, Emerging Leaders, Organizational Leadership Experiences, and Peer Facilitation programs.
- Advised the Spirit and Traditions committee.
- Worked with the Director of the Student Activities Center to oversee advisement of student organizations.
- Served on a variety of UTEP and Division of Student Affairs' committees.

**Acting Director, Student Activities Center**

**1991 – 1992**

**The University of Texas at El Paso**

- Organized the creation of the Student Activities Center and the Spirit and Traditions committee.
- Coordinated the Leadership Development Programs, 125 student organizations, and Greek activities.
- Developed and designed a UTEP Student Handbook and Calendar of Events.
- Managed the Student Activities Center budget and accounts.

**Leadership Assistant/Student Development Specialist**

**1988 – 1991**

**The University of Texas at El Paso**

- Coordinated Leadership Development programs, Special Programs and Activities committee, Peer Training program, Noon Leadership Series, and Leadership Consultation services.
- Developed specific marketing and promotional campaigns to foster an increase in program attendance and committee membership.
- Coordinated UTEP Homecoming festivities, in collaboration with the Alumni Association.

**SAMPLING OF GRANTS (Primary Investigator)**

- United States Nuclear Regulatory Commission: Peer Career Advisor Program, \$100,000

- Upper Rio Grande Workforce Development Board: Youth Summer Enrichment, \$81,549
- TG Foundation: College Survival Skills for the Freshman Year, \$110,000
- Texas Higher Education Coordinating Board: G-Force and Financial Literacy, \$320,000
- Texas Higher Education Coordinating Board: College Connections, \$180,000
- One Star National Service Commission: AmeriCorps, \$68,000
- National Science Foundation (subgrant w/New Mexico State University): Robotic Competition Preparation: RASEM, \$27,000
- Department of Health and Human Services (subgrant w/New Mexico State University): Graduate Psychology Education Program, \$10,000

### **SAMPLING OF PRESENTATIONS**

***Building the Foundation for First-Year Student Success in a Public, Urban University.*** Melbourne, Australia: Consulting visit to Victoria University.

***Access and Excellence as a Task Environment.*** Texas Association of Chicanos in Higher Education Conference: Austin, Texas. Co-presentation with James Satterfield.

***An Evolving Curriculum: The Technical Core of Hispanic Serving Institutions.*** American Educational Research Association (AERA): Montreal, Canada. Co-presentation with James Satterfield and Kathy Stein.

***Promoting Successful Teaching: Supporting Seminar and Learning Community Instructors.*** International Conference on the First-Year Experience: Maui, Hawaii. Co-presentation with Sunay Palsole, Maggy Smith and Dorothy Ward.

***Design for Success: UTEP's Entering Student Program.*** First Year Experience Conference – West: San Francisco, California. Co-presentation with Meg Murray, Irma Rubio, Maggy Smith and Dorothy Ward.

***Improving Services to Students in Times of Budget Shortfalls.*** International Conference on the First-Year Experience: Maui, Hawaii. Co-presentation with Maggy Smith and Dorothy Ward.

### **TEACHING EXPERIENCE**

UNIV 1301: Seminar in Critical Inquiry (Course Theme – Student Leadership and Success)	2000, 2002, 2004, 2005
UNIV 1301: Seminar in Critical Inquiry (Course Theme – Leadership on the Border)	2008
Student Leadership Institute (120-contact hours over two semesters)	2000, 2001, 2002, 2003

### **UNIVERSITY RECOGNITION**

- UTEP Office of Research and Sponsored Projects, Outstanding Performance Award
- UTEP Distinguished Achievement Award in Service to Students
- UTEP Outstanding Advocate for Entering Students
- UTEP Top Ten Senior Award



El Paso, TX

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## Legislation Text

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**File #: 21-434, Version: 1**

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

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

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

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

Members of the City Council, Representative Claudia Rodriguez, (915) 212-0006

#### **AGENDA LANGUAGE:**

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

Cristian Botello to the Public Service Board Selection Committee by Representative Claudia L. Rodriguez, District 6.

DATE: 04/13/2021

TO: City Clerk

FROM: City Representative Claudia L. Rodriguez, District 6

ADDRESS: 300 N. Campbell TELEPHONE (915) 212-0006

Please place the following item on the (Check one): CONSENT XXX REGULAR       

Agenda for the Council Meeting of April 13, 2021

Item should read as follows: Appointment of Cristian Botello to the Public Service Board Selection Committee by City Representative Claudia L. Rodriguez, District 6

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Public Service Board Selection Committee

NOMINATED BY: City Representative Claudia L. Rodriguez DISTRICT: 6

NAME OF APPOINTEE Cristian Botello  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS:       

CITY:        ST:        ZIP:        PHONE:       

HOME ADDRESS: N/A

CITY: N/A ST: Tx ZIP: N/A PHONE: N/A

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?** YES:        NO X

**IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:**

**HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:**       

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):**

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**

NAME OF INCUMBENT: Deborah Torres

EXPIRATION DATE OF INCUMBENT: 12/31/2023

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED:         
RESIGNED         
REMOVED X

DATE OF APPOINTMENT: 04/13/2021

**TERM BEGINS ON :** 04/13/2021

**EXPIRATION DATE OF NEW APPOINTEE:** 12/31/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM:       

2<sup>nd</sup> TERM:       

UNEXPIRED TERM: X

# Cristian Botello

## EDUCATION

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<b>The University of Texas of El Paso</b>	Expected Graduation Dec 2021
Master of Public Administration   Concentration in Public Policy and Management	Overall GPA: 4.0/4.0
 Bachelor of Arts in Sociology   Minor in General Business	 Overall GPA: 3.55/4.0
<b>The University of Texas System</b> - Bill Archer Fellow	
Competitively selected for a semester-long Washington D.C., Internship and academic fellowship program.	

## EXPERIENCE

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<b>Medical Center of the Americas Foundation</b>	El Paso, TX
<i>Marketing Coordinator</i>	January 2021-Present
<ul style="list-style-type: none"><li>• Created campaign highlighting the MCA's efforts to help Juarez officials create a vaccine distribution strategy</li><li>• Assisting in creating a series of videos of the importance of creating a biomedical campus and fundraising efforts</li><li>• Created a campaign for webinars focused on the sources that fuel innovation in the Borderplex region featuring community and business leaders in El Paso and Juarez</li></ul>	
<b>BIO El Paso-Juárez</b>	El Paso, TX
<i>Program Assistant</i>	August 2020-December 2020
<ul style="list-style-type: none"><li>• Coordinated 8 trainings for 18 manufactures in El Paso and Juarez to produce personal protection equipment (PPE)</li><li>• Created and distributed surveys to gather insights of manufactures' needs for producing PPE</li><li>• Provided technical support for the Medical Device Summit and Trade Show that featured 6 panels and 20 exhibitors on a virtual and interactive platform</li></ul>	
<b>Rio Grande Council of Governments</b>	El Paso, TX
<i>Economic Development Intern</i>	July 2020-September 2020
<ul style="list-style-type: none"><li>• Analyzed economic regional data and created a presentation about the regional response to the COVID-19 pandemic to be presented to the Federal Emergency Management Agency (FEMA)</li><li>• Assisted and made recommendations in creating a SWOT analysis for economic development stakeholders</li><li>• Assisted in updating the Comprehensive Economic Development (CEDS) – a regionally driven economic development planning process and document designed to create jobs, diversify economy, and spur growth</li></ul>	
<b>Office of U.S. Representative Veronica Escobar (TX-16)</b>	Washington, D.C.
<i>Congressional Intern</i>	January 2020-March 2020
<ul style="list-style-type: none"><li>• Assisted the communications team with creating social media posts and maintaining news clippings</li><li>• Responded to inquiries from constituents about current events and legislation</li><li>• Conducted research on legislation, congressional briefings, committee hearings in the 116<sup>th</sup> Congress</li></ul>	
<b>UTEP Student Government Association</b>	El Paso, TX
<i>President</i>	July 2018-May 2019
<ul style="list-style-type: none"><li>• Worked with the University to establish partnership with University Medical Center of El Paso to provide affordable drugs and convenient access to students</li><li>• Led organization of over 50 student representatives and allocated budget of \$166,000 to student programs and organizations</li></ul>	

- Worked with local business leaders, faculty, university presidents to select the President for the University of Texas at El Paso
- Created a recommendation in the UT Student Advisory Council on affordability and academic equity to be presented to the UT System Board of Regents

**Office of U.S. Representative Veronica Escobar (TX-16)**

El Paso, TX

*Congressional Intern*

August 2019-December 2019

- Led the Congressional App Challenge, a competition to promote inclusion of students from underrepresented communities in tech
- Developed an outreach strategy that included creating infographics and presenting at local school districts
- Calibrated with local STEM leaders and educators to provide resources to students participating in the challenge



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## Legislation Text

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**File #: 21-444, Version: 1**

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

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

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

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

Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

#### **AGENDA LANGUAGE:**

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

Casey Mangan to the Fair Housing Task Force, as an Alternate Member, by Representative Cissy Lizarraga, District 8.

DATE: April 7, 2021

TO: City Clerk

FROM: City Representative Cissy Lizarraga

ADDRESS: 300 N. Campbell St. TELEPHONE 915-212-0008

Please place the following item on the (Check one):

CONSENT

XX

REGULAR

Agenda for the Council Meeting of April 13, 2021

Item should read as follows: Appointment of Casey Mangan to the Fair Housing Task Force as an alternate member

**BOARD/COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Fair Housing Task Force (alternate member)

NOMINATED BY: Cissy Lizarraga DISTRICT: 8

NAME OF APPOINTEE Casey Mangan

(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS:

CITY: ST: ZIP: PHONE:

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?** YES:     NO X

**IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:** N/A

**HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:** No

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):**  
N/A

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**

NAME OF INCUMBENT: Luiz Yañez

EXPIRATION DATE OF INCUMBENT: 4/27/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: XX  
RESIGNED      
REMOVED    

DATE OF APPOINTMENT: February 13, 2021

TERM BEGINS ON : 04/28/2021

EXPIRATION DATE OF NEW APPOINTEE: 04/27/2024

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM:    

UNEXPIRED TERM:



**EDUCATION**

**University of Southern California Gould School of Law**

Los Angeles, CA

Juris Doctor Candidate, Public Interest Certificate Candidate

May 2020

Honors Journal: *Review of Law and Social Justice*, Senior Submissions Editor

Honors Program: Gold Honors Scholars Program

Activities: Public Interest Law Foundation, Pro-Bono Chair; International Refugee Assistance Project, Legal Director; Gould Christian Fellowship, Treasurer

**Azusa Pacific University**

Azusa, CA

Bachelor of Arts in Sociology, Minor in International Studies, *Magna Cum Laude*

May 2014

Honors & Awards: Named an Outstanding Sociology Student at Graduation, Dean's List

Study Abroad: Kwa-Zulu Natal, South Africa (Fall 2012)

**LEGAL EXPERIENCE**

**Innovation Law Lab**

El Paso, TX

*Immigrant Justice Corps Fellow*

September 2020-Present

- Representing detained immigrants in removal proceedings, mostly in defensive asylum cases
- Working with the El Paso Immigration Collaborative to increase representation for detained immigrants in the El Paso area

**Legal Aid Foundation of Los Angeles**

Los Angeles, CA

*Law Clerk*

May 2019-August 2019

- Prepared declarations, motions, and applications in support of Asylum, Cancellation of Removal, and U-Visa applications
- Appeared on the record in removal proceedings for two clients
- Assessed potential avenues for relief from removal and the strength of potential clients' cases by conducting regular intakes at the Immigration Court at 300 N. Los Angeles Street

**USC Gould School of Law Immigration Clinic**

Los Angeles, CA

*Law Student Representative*

August 2018-May 2019

- Represented clients under the supervision of clinical faculty in removal defense cases and applications before USCIS
- Examined client & expert witness and made a closing argument at a detained client's merits hearing
- Prepared declarations, briefs, motions, and supplemental filings in support of applications for Asylum, Withholding of Removal, and CAT protection

**Esperanza Immigrant Rights Project**

Los Angeles, CA

*Intern*

May 2018-July 2018

- Worked on all aspects of non-detained immigration cases, including: writing briefs in support of asylum, researching case law and country conditions, adjustment of status, conducting client intakes

**EDUCATION EXPERIENCE**

**Institución de Educación Secundaria Senara**

Babilafuente, Castilla y León, Spain

*English Language Instructor*

September 2016-May 2017

- Teaching written and conversational English to middle and high school students
- Coaching English teaching colleagues on English fluency and pronunciation

## **İnönü Üniversitesi**

*Fulbright ETA Grantee and English Instructor*

Malatya, Turkey

August 2014-June 2016

- Independently planning for and teaching 20 units of conversational English courses following the models of Bloom's Taxonomy and linguistic immersion
- Facilitating free conversation clubs for the community to practice English and discuss social issues
- Acting as a cultural ambassador on behalf of the U.S. diplomatic mission in Turkey informally at the university and throughout the community
- Tutored students and faculty in Spanish

## **Azusa Pacific University Center for Global Learning and Engagement**

*Internationalization Assistant*

Azusa, CA

October 2013-July 2014

- Analyzed and evaluated study abroad programs utilizing quantitative and qualitative research methods on data gathered with and from international educators, professors, alumni, and current students
- Assisted the Global Learning Faculty in designing and implementing the strategic vision of expanding study abroad opportunities and integrating multi-cultural components into on-campus curricula
- Facilitated pre-departure orientation sessions for students participating in semester-long study abroad programs in foreign countries, emphasizing cultural adaptation

## **VOLUNTEER EXPERIENCE**

### **Asociación Comisión Católica Española de Migración**

*Volunteer Spanish Instructor*

Salamanca, Spain

September 2016-May 2017

- Teaching written and conversational Spanish to refugees from various nations, helping to prepare them for both language proficiency exams and for self-sufficiency in Spanish society

### **Malatya Kurtuluş Kilisesi**

*Volunteer English Instructor*

Malatya, Turkey

August 2015-June 2016

- Teaching conversational English to refugees to help prepare them for eventual resettlement in the European Union and North America

## **BAR ADMISSIONS**

- State of California, 2021
- U.S. Department of Justice, Executive Office for Immigration Review, 2021

## **AWARDS & PUBLICATIONS**

- *Different Passports, Different Due Process: A Case for Ensuring Proper Service of Process for Immigrant Children*, 29 S. CAL. REV. L. & SOC. JUST. 73 (2020).
- 2020 USC Gould School of Law Mason C. Brown Award, recognizing a third-year law student who demonstrates a commitment to public interest endeavors and talent for trial work
- Fulbright Scholar at İnönü Üniversitesi in Malatya, Turkey, August 2014-June 2016
- "Identifying Crucial and Malleable Factors of Successful Science Learning from the 2012 PISA" Yu, Wu & Mangan (2015) (Chapter 23 in *Science Education in East Asia* ISBN: 3319163906)

## **LANGUAGES**

- Professional fluency in written and conversational Spanish
- Intermediate fluency in written and conversational Turkish



El Paso, TX

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## Legislation Text

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**File #: 21-448, Version: 1**

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

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

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

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

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

#### **AGENDA LANGUAGE:**

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

Melanie Bailey to the El Paso Housing Finance Corporation by Mayor Oscar Leeser.

DATE: April 6, 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 April 13, 2021

Item should read as follows: Appointment of Melanie Bailey 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 Melanie Bailey  
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: \_\_\_\_\_

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: \_\_\_\_\_

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?** YES: \_\_\_\_\_ 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:** EL PASO HOUSING FINANCE CORPORATION

**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: 7/15/2026

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_

RESIGNED X

REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 4/13/2021

TERM BEGINS ON : 4/13/2021

EXPIRATION DATE OF NEW APPOINTEE: 7/15/2026

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: \_\_\_\_\_

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: X

## 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:**

Melanie Bailey 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

Melanie Bailey, Vice-President and partner of Integrity Asset Management (started September 2003), has 25 years of management experience in the multi-family industry. Her strengths in maximizing on-site performance, staff training and diligent budget compliance have earned recognition from the Texas Apartment Association and lenders such as Midland Loan Services. She currently oversees a portion the El Paso region of Integrity Asset Management and has had the opportunity to coordinate multiple acquisitions during the 12 years Integrity has been in business. She was featured with her business partner in the September 2005 issue of Multifamily Executive for executives under the age of 40. She has had the opportunity to be part of a panel of speakers at Multifamily Housing World discussing rehabs, renovations and minority residents. Melanie is the recipient of the 2011 Rita Kirby Supervisor of the Year award from the Texas Apartment Association and the 2011 Professional Designate of the Year from the National Apartment Association. In 2013 Melanie finally completed her Bachelors Degree in Human Services. She is an active member of the El Paso Apartment Association. Her past roles with EPAA have included Secretary, Vice President, President-Elect and President. Melanie Bailey also served on the Legislative Committee for The Texas Apartment Association. Her past roles with the Texas Apartment Association include El Paso Area voting member and Vice President at Large. National Apartment Association certifications include NALP, CAM, CAMT and CAPS.



Legislation Text

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**File #: 21-407, Version: 1**

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

**All Districts**

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

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

**STRATEGIC GOAL:**

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

**SUBGOAL: 6.11 Provide efficient and effective services to taxpayers**

**SUBJECT:**

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

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

**BACKGROUND / DISCUSSION:**

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

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 - Refunds of Overpayments or Erroneous Payments.

**PRIOR COUNCIL ACTION:**

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

Council has considered this previously on a routine basis.

**AMOUNT AND SOURCE OF FUNDING:**

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

N/A

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

**Department Head:**

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



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

**DEPARTMENT:** Tax Office

**AGENDA DATE:** April 13, 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

---

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

**DEPARTMENT HEAD:**

*Maria O. Pasillas*

---

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

TAX REFUNDS  
April 13, 2021

1. Blas Cano, in the amount of \$2,689.05, made an overpayment on February 28, 2021 of 2020 taxes.  
(Geo. # C702-000-000A-0600)
2. Fidelity National Title Agency Inc., in the amount of \$3,348.69, made an overpayment on February 1, 2021 of 2020 taxes.  
(Geo #D452-999-0010-0100)

---

Laura D. Prine  
City Clerk

  
Maria O. Pasillas, RTA  
Tax Assessor Collector



TAX OFFICE  
RECEIVED

MAR 25 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

BLAS CANO  
1230 LAS POMPAS RD  
SAN ELIZARIO, TX 79849

Geo No. C702-000-000A-0600	Prop ID 95122
Legal Description of the Property A COBOS CLINT 6 TO 9 (9600 SQ FT)	
13145 ROBERT ALVAREZ DR	
OWNER: MIA PROPERTIES & INVESTMENTS LLC	

2020 OVERAGE AMOUNT \$2,689.05

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 10: CLINT ISD, 12: TOWN OF CLINT, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

#### APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

##### Step 1. Identify the refund recipient.

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Blas Cano  
Address: 1116 E. California Ave  
City, State, Zip: El Paso, TX 79902  
Daytime Phone No.: (915) 373-4206

E-Mail Address: lostrescanos@gmail.com

##### Step 2. Provide payment information.

Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by: Check No. Date Paid Amount Paid

Echeck CC003646 043 2/28/21 \$2689.05

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

Blas Cano

TAX OFFICE  
RECEIVED

TAX OFFICE USE ONLY:

APR 02 2021

☒ Approved

☐ Denied

By: NH

Date: 04/05/2021 ✓



Notes

Go To :

LUZR  
ACT80122 v1.90  
ACCOUNT NO (C702000000A0600): Bankruptcy 12-30988 has been closed  
04/05/2021 16:35:09  
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
EC03012185		C702000000A0600									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
	EC03012185	02/28/2021	47007071	CC003646043	EC	\$2,689.05	\$2,689.05	LG	C702000000A0600	29588253-BLAS CANO	
	EC03012185	02/28/2021	47007059	CC003645849	EC	\$2,689.05	\$2,689.05	PA	C702000000A0600	29588240-BLAS CANO	
	EC01302098	01/29/2020	43428192	CC002854382	EC	\$2,451.86	\$2,451.86	PA	C702000000A0600	28100445-BLAS M CANO	
	EC01232098	01/23/2020	43139144	CC002801570	EC	\$2,421.86	\$2,421.86	PA	C702000000A0600	28001171-BLAS MANUEL	
	RIE01312091	01/23/2020	43139144	CC002801570	EC	\$2,421.86	\$2,421.86	RX	C702000000A0600	28001171-BLAS MANUEL	
	T12281800002	12/28/2018	39605452	03303	CH	\$1,389.31	\$1,389.31	PA	C702000000A0600	UNKNOWN OWNER	
	A01181884	01/18/2018	37062655	1540	CH	\$1,402.97	\$1,402.97	PA	C702000000A0600	UNKNOWN OWNER	
	M16800000001	12/21/2016	33448420	161219150695	EF	\$213,062,589.29	\$2,049.70	PA	C702000000A0600	800000-CORELOGIC	
	M15800000001	12/31/2015	30589755	151231121119	EF	\$199,122,808.45	\$1,830.23	PA	C702000000A0600	800000-CORELOGIC	
	M14800000001	12/24/2014	27452431	141224101136	EF	\$200,035,948.32	\$1,938.52	PA	C702000000A0600	800000-CORELOGIC	
	M13800000001	12/30/2013	24637732	62075007	CH	\$133,990,884.95	\$1,919.22	PA	C702000000A0600	800000-CORELOGIC	
	M12800000001	12/17/2012	21840980	122059711	CH	\$137,358,358.38	\$1,855.19	PA	C702000000A0600	800000-CORELOGIC	
Applied Total						\$40,142.56					



TAX OFFICE  
RECEIVED

MAR 29 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

FIDELITY NATIONAL TITLE AGENCY INC  
1900 WEST LOOP SOUTH SUITE 100  
HOUSTON, TX 77027

Geo No. D452-999-0010-0100 Prop ID 670856

Legal Description of the Property  
BLK 1 DESERT SOUTH LOT 1

7860 N MESA ST 79938

OWNER: RKMS EL PASO #3 LLC

2020 OVERAGE AMOUNT \$3,348.69

T OP 2500 ✓

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: RKMS EL PASO #3 LLC ✓															
	Address: 1900 West Loop South #1250															
	City, State, Zip: Houston, TX 77027															
	Daytime Phone No.:		E-Mail Address: cwing@read-king.com													
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	<table border="1"> <thead> <tr> <th>Payment made by:</th> <th>Check No.</th> <th>Date Paid</th> <th>Amount Paid</th> </tr> </thead> <tbody> <tr> <td>Fidelity National T.H.</td> <td>518016483</td> <td>January 21, 2021</td> <td>\$51,187.27</td> </tr> <tr> <td colspan="4" style="text-align: center;"><b>TOTAL AMOUNT PAID (sum of the above amounts)</b></td> </tr> </tbody> </table>				Payment made by:	Check No.	Date Paid	Amount Paid	Fidelity National T.H.	518016483	January 21, 2021	\$51,187.27	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
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	<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. ✓															
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<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )															
JMC 3/30/21	SIGNATURE OF REQUESTOR (REQUIRED) w/ Fidelity National Title		PRINTED NAME & DATE Josefine Hernandez 3/24/21 ✓													
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: MHH Date: 03/30/2021 ✓													



**Go To :**

03/29/2021 16:08:05  
ACTEP

## Remittance

## Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A02092175	D45299900100100				

[illegible]

<b>Applied Total</b>	<b>\$163,609.55</b>
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Legislation Text

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**File #: 21-408, 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 exceeding the three (3) year limit. (See Attachment B)

**BACKGROUND / DISCUSSION:**

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

Approve property tax overpayment refunds exceeding the statutory three (3) year limit, per the Texas Property Tax Code, Sec. 31.11 - Refunds of Overpayments or Erroneous Payments.

**PRIOR COUNCIL ACTION:**

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

Council has considered this previously on a routine basis.

**AMOUNT AND SOURCE OF FUNDING:**

*How will this item be funded? Has the item been budgeted? If so, identify funding source by 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:** April 13, 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

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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\*\*\*\*\*

**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 OVER THREE (3) YEARS

April 13, 2021

1. Martha P. Rosales, in the amount of \$38.99, made an overpayment on November 3, 2017 of 2017 taxes.  
(Geo. # C980-000-0100-0301)
2. CoreLogic Refunds Dept., in the amount of \$1,470.36, made an overpayment on December 28, 2016 of 2016 taxes.  
(Geo. #E054-999-012A-0900)
3. Refund Department-Corelogic, Corelogic Tax Services, in the amount of \$506.07, made an overpayment on May 31, 2017 of 2013 taxes.  
(Geo. #A200-000-0110-3000)

---

Laura D. Prine  
City Clerk



---

Maria O. Pasillas, RTA  
Tax Assessor Collector



# Internal Audit Office

**MAYOR**  
Oscar Leoser

**DATE:** March 22, 2021

**TO:** Maria O. Pasillas, Tax Assessor/Collector

**CITY COUNCIL**

**FROM:** Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor

**District 1**  
Peter Svarzbein

**SUBJECT:** Review of Tax Overpayment Refunds that Exceed Three Years

**District 2**  
Alexandra Anello

The Internal Audit Office conducted a review of the Tax Overpayment Refunds that exceeded a three-year period. This engagement was accepted based on the engagement's potential to improve management of risks, add value, and/or improve the organization's operations (IIA 2010.C1). The work performed does not constitute an engagement conducted in accordance with Generally Accepted Government Auditing Standards (GAS 1.16). The observations and conclusions that are reported in this memorandum do not require Management responses.

**District 3**  
Cassandra Hernandez

The following Tax Overpayment Refunds that exceeded a three-year period were reviewed:

**District 4**  
Joe Molinar

JENNIFER RICE	A200-000-0110-3000	\$506.07
CORELOGIC REFUNDS DEPT	E054-999-012A-0900	\$1,470.36
MARTHA P ROSALES	C980-000-0100-0301	\$38.99

**District 5**  
Isabel Salcido

**District 6**  
Claudia L. Rodriguez

The Internal Audit Office reviewed the refund applications, copies of cancelled checks or proof of payments. Attached is a list of days from the date the completed applications were received by the Tax Office and sent to the Internal Audit Office for review. The Tax Office is taking 2 to 11 days to process the applications received and send for review.

**District 7**  
Henry Rivera

**District 8**  
Cissy Lizarraga

Based on our review, the Tax Overpayment Refunds that exceeded a three-year period were determined to be appropriate to send to City Council for approval pursuant to Section 31.11 (c-1) of the Texas Tax Code.

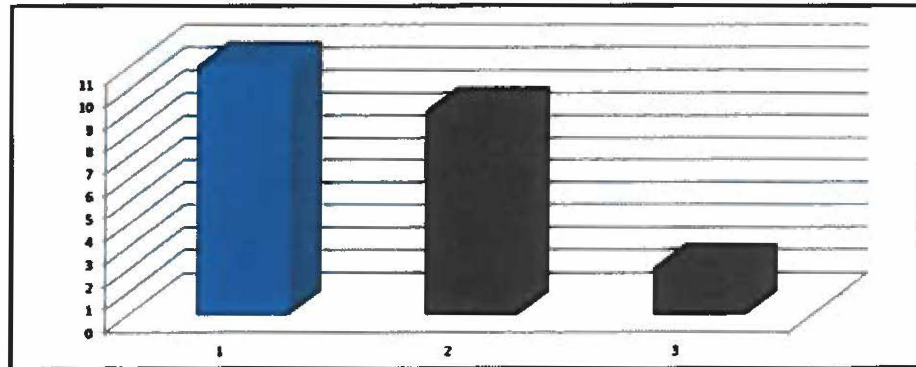
**CITY MANAGER**  
Tommy Gonzalez

cc: Tomas Gonzalez, City Manager  
Robert Cortinas, Deputy City Manager of Support Services & Chief Financial Officer

**Edmundo S. Calderon – Chief Internal Auditor**  
Internal Audit Office | 218 N. Campbell | El Paso, TX 79901  
O: (915) 212-0069 | Email: calderones@elpasotexas.gov

**City of El Paso  
Internal Audit Office  
Tax Office Refund Project  
Week of 03/15/2021 Reviews- Over Three Years**

#	Refund To	P.I.D. Number	Amount of Refund	Date Application was Received	Date of Proof of Payment was Received to the Tax Office	Date Application was approved by the Tax Office	Date Tax Office Sent to Internal Audit for Review	Total Days from Date Proof of Payment to Date Asked to be Reviewed	Date Internal Audit Reviewed Application	Comments
1	JENNIFER RICE	A200-000-0110-3000	\$506.07	3/8/2021	3/8/2021	3/17/2021	3/19/2021	11	3/22/2021	
2	CORELOGIC REFUNDS DEPT	E054-999-012A-0900	\$1,470.36	3/10/2021	3/10/2021	3/17/2021	3/19/2021	9	3/22/2021	
3	MARTHA P ROSALES	C980-000-0100-0301	\$38.99	3/17/2021	3/17/2021	3/17/2021	3/19/2021	2	3/22/2021	
			<b>\$506.07</b>							





## **RESOLUTION**

**WHEREAS**, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, Martha P. Rosales through Martha P. Silva ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on November 03, 2017 in the amount of \$38.99 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Martha P. Rosales showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of \$38.99 is approved.

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

**CITY OF EL PASO:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

*Maria O. Pasillas*  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor/Collector

# TAX OFFICE RECEIVED

JUN 08 2020

NIXIE 799 DE 1 2204/29/20  
RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD  
RC: 79901167575 \*0503.03707.27.42  
75

CTOR

as.gov/tax-office

SILVA MARTHA P  
PO BOX 120  
SAN ELIZARIO, TX 79849-0120

OP  
+3425 ✓

Geo No. C980-000-0100-0301	Prop ID 215455
Legal Description of the Property 10 CUNA DEL VALLE LOT 3 MOBILE HOME ONLY ON LOT 3 1976 CAMERON 12X56 SERIAL # L0755800 13220 NAMIQUIPA AVE OWNER: SILVA MARTHA P	

2017 OVERAGE AMOUNT \$38.99 ✓

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 19: SAN ELIZARIO ISD, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2, 56: CITY OF SAN ELIZARIO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

## APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Martha P Rosales</u> ✓			
	Address: <u>13220 NAMIQUIPA</u>			
	City, State, Zip: <u>SAN ELIZARIO TX 79849</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.:	<u>915 667 5323</u>	E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
		<u>0106 LQBS</u>	<u>11/3/17</u>	<u>\$200.00</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	<input type="checkbox"/> 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		
<u>[Signature]</u>	<u>Martha P Rosales</u> ✓			
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>[Signature]</u> Date: <u>03/17/2021</u> ✓				

v52.1.1

P.O.P. Recvd  
CITY OF EL PASO  
OFFICE MAR 17 2021 ✓

Print Date: 04/13/2020



ANDREA  
ACT80122 v1.90ACCOUNT NO (C98000001000301): PAID RESIDENTIAL PAYMENT AGREEMENT #88690. BEGIN  
DATE: 07/05/2017, END DATE: 06/05/2018, MONTHLY PAYMENT AMOUNT: \$162.22, YEARS:06/10/2020 12:43:44  
ACTEP

DEPOSIT

Remittance

Detail

## Summary Query

## Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A11131775	C98000001000301									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A02182081	03/18/2020	43952493	26060923436	CH	\$48.14	\$48.14	PA	C98000001000301	SILVA MARTHA P
	A02281985	02/28/2019	40846270		CA	\$800.00	\$92.27	PA	C98000001000301	SILVA MARTHA P
	A11131775	11/03/2017	35962123	0106 LGBS	CH	\$200.00	\$38.99	LG	C98000001000301	SILVA MARTHA P
	A10121741	10/12/2017	35715955	0105 LGBS	CH	\$200.00	\$59.51	AA	C98000001000301	SILVA MARTHA P
	A09131741	09/13/2017	35280451	905 LGBS	CH	\$200.00	\$50.52	AA	C98000001000301	SILVA MARTHA P
	A08101725	08/10/2017	35088458	LGBS0201	CH	\$200.00	\$25.00	AA	C98000001000301	SILVA MARTHA P
	A07051778	07/05/2017	35497123		CA	\$180.00	\$14.00	AA	C98000001000301	SILVA MARTHA P
	A04201572	04/20/2015	29118132	259	CH	\$150.73	\$150.73	PA	C98000001000301	SILVA MARTHA P
	B02051263	01/31/2013	22941828	9217015676	CH	\$52.25	\$52.25	PA	C98000001000301	SILVA MARTHA P
	R3003122JB	03/14/2012	12526247	00108	CH	\$64.70-	\$64.70-		C98000001000301	SILVA, MARTHA P
	A02281264	02/26/2012	20598586	252	CH	\$131.56	\$58.85	PA	C98000001000301	SILVA MARTHA P
	A02281264	02/26/2012	20598272		CA	\$870.00	\$186.92	PA	C98000001000301	SILVA MARTHA P
Applied Total							\$2,886.21			

## **RESOLUTION**

**WHEREAS**, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, CoreLogic Refunds Department through HSBC Bank USA N A ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on December 28, 2016 in the amount of \$1,470.36 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that CoreLogic showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of \$1,470.36 is approved.

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

**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leoser  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

*Maria O. Pasillas*  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor/Collector





TAX OFFICE  
RECEIVED  
MAR 10 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



HSBC BANK USA N A  
1 CORELOGIC DRIVE  
WEST LAKE, TX 76262

OP  
+3485 ✓

Geo No. E054-999-012A-0900	Prop ID 44014
Legal Description of the Property 12-A EAST GLEN REPLAT A LOT 5 (7752 SQ FT)  2715 DAN SIKES DR  OWNER: PHILLIPS KENNETH I	

2016 OVERAGE AMOUNT \$1,470.36

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

**APPLICATION FOR PROPERTY TAX REFUND:**

This application must be completed, signed, and submitted with supporting documentation to be valid.

<b>Step 1. Identify the refund recipient.</b> Show information for whom ever will be receiving the refund.	Who should the refund be issued to:			
	Name: ✓ CoreLogic Refunds Dept			
	Address: 3001 Hackberry Road OR PO Box 9202			
	City, State, Zip: Irving, TX 75063 OR Coppell, TX 75019			
	Daytime Phone No.: 800-225-4707		E-Mail Address: customerproductsupport@corelogic.com	
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Corelogic	32126509	12/19/16	\$3,009.03
				\$3,009.03
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<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.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED) Laznie Santiago		PRINTED NAME & DATE Laznie Santiago ✓	

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By: [Signature]

Date: 03/12/2021 ✓

Ge Tc

03/12/2021 15:33:14  
ACTEP

### Summary Query

## Summary

201 525 07

+3yrs (OP)

## **RESOLUTION**

**WHEREAS**, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, CoreLogic Refund Department ("Taxpayer") has applied for a refund with the tax assessor for their 2013 property taxes that were overpaid on May 31, 2017 in the amount of \$506.07 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2013 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that CoreLogic showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2013 taxes and the tax refund in the amount of \$506.07 is approved.

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

**CITY OF EL PASO:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

*Maria O. Pasillas*  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor/Collector



TAX OFFICE  
RECEIVED

MAR 08 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

Refund Dept-CoreLogic  
CoreLogic Tax ServicesP O BOX 9202  
COPPELL, TX 75019-9202

Geo No. A200-000-0110-3000	Prop ID 236882
Legal Description of the Property 11 AGUA DULCE #2 LOT 30 (14984.64 SQ FT)  781 AGUA MINERAL PL 79928	
OWNER: MORALES VERONICA & JESUS	

2013 OVERAGE AMOUNT \$506.07

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 10: CLINT ISD, 14: HORIZON REGIONAL MUD, 15: EMERG. SERVICES DIST #1

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: Jennifer			
	Address: PO Box 9202			
	City, State, Zip: Coppell TX 75019-9978			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.:		E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
	CoreLogic	4000889366	5/27/2017	\$ 506.07
	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.	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	
	Jennifer Rice		Jennifer Rice 03/8/2021	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: [Signature] Date: 03/12/2021				

Notes

Go To

ANDREA  
ACT80122 v1.90

ACCOUNT NO (A20000001103000): Bankruptcy 13-31391 has been closed

03/12/2021 10:47:10  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

## Summary

Deposit No	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement Lic					
A05311778	A20000001103000									
Check/Receipt Images	Deposit No	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	IP11182090	11/17/2020	44913234	00003222221	CR	\$500.00	\$500.00	PA	A20000001103000	23750153-MR PAYMENT
	A02182079	02/18/2020	43749070		CA	\$380.00	\$389.62	PA	A20000001103000	MORALES VERONICA S.
	0013120254	01/21/2020	43823534	2170	CH	\$200.00	\$200.00	PA	A20000001103000	23191494-MORALES VER
*	X1126191001	11/26/2019	42027423	45936	CH	\$300.00	\$300.00	PA	A20000001103000	MORALES VERONICA S.
*	X1121181002	11/21/2018	39023674	42533	CH	\$721.99	\$721.69	PA	A20000001103000	MORALES VERONICA S.
	A04301878	04/30/2018	38198050		CA	\$280.00	\$278.40	PA	A20000001103000	MORALES VERONICA S.
	IP02201896	02/18/2018	37831024	00001981498	CR	\$499.97	\$499.97	PA	A20000001103000	26251057-MR PAYMENT
	A02091875	12/31/2017	37766970	316743	CH	\$0.07	\$0.07	PA	A20000001103000	5159-STUART C. COX, T
	A07031778	06/26/2017	35489210	303088	CH	\$25.49	\$25.49	PA	A20000001103000	5159-STUART C. COX, T
	A05311778	05/31/2017	35383159	4000889366	CH	\$506.07	\$506.07	PA	A20000001103000	25391222-CMS
	R020717196	05/31/2017	35383159	4000889366	CH	\$0.00	\$506.07	LG	A20000001103000	25391222-CMS
	R020717190	05/31/2017	35383159	4000889366	CH	\$0.00	\$506.07	TR	A20000001103000	25391222-CMS

Applied Total

311,377.83

43yrs

OP



Legislation Text

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**File #: 21-399, Version: 1**

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

**All Districts**

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

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

**STRATEGIC GOAL:**

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

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

**SUBJECT:**

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

The linkage to the Strategic Plan is subsection 3.1 - Improve the visual impression of the community (gateways, corridors, intersections and parkland).

**Award Summary:**

The award of Solicitation No. 2021-0735 Fertilizer to the Timothy Mitchell dba C.M.C. Agronomy, LLC. for items 4 and 5, for a three (3) year initial term estimated award of \$175,800.00. The award also includes a two (2) year optional amount of \$117,200.00. The total value of the contract including the initial term plus the option is five (5) years for an estimated award of \$293,000.00. This contract will provide fertilizer products, needed for the city's parks.

**Contract Variance:**

There is no prior contract to compare.

Department:	Streets and Maintenance
Vendor:	Timothy Mitchell dba C.M.C. Agronomy, LLC. McKinney, TX
Item(s):	4 and 5
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 58,600.00
Initial Term Estimated Award:	\$175,800.00 (3 years)
Total Estimated Award:	\$293,000.00 (5 years)
Account No.:	451 - 1000 - 51295 - 531130 - P5120
Funding Source:	General Fund

District(s): All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Timothy Mitchell dba C.M.C. Agronomy, LLC. the lowest responsive responsible bidder.

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

**BACKGROUND / DISCUSSION:**

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

Click or tap here to enter text.

**PRIOR COUNCIL ACTION:**

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

Click or tap here to enter text.

**AMOUNT AND SOURCE OF FUNDING:**

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

Click or tap here to enter text.

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

**Department Head:**

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

**AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Streets and Maintenance

**AGENDA DATE:** April 13, 2020

**CONTACT PERSON/PHONE:** Bruce D. Collins, Purchasing & Strategic Sourcing Director, 915-212-1181  
Richard J. Bristol, Streets and Maintenance Director, 915-212-7000

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** NO. 3 – Promote the Visual Image of El Paso

The linkage to the Strategic Plan is subsection 3.1 – Improve the visual impression of the community (gateways, corridors, intersections and parkland)

**SUBJECT:**

The award of Solicitation No. 2021-0735 Fertilizer to the Timothy Mitchell dba C.M.C. Agronomy, LLC. for items 4 and 5, for a three (3) year initial term estimated award of \$175,800. The award also includes a two (2) year optional amount of \$117,200.00. The total value of the contract including the initial term plus the option is five (5) years for an estimated award of \$293,000.00.

**BACKGROUND / DISCUSSION:**

This contract will provide Fertilizer products, needed for the city's parks.

**SELECTION SUMMARY**

Solicitation was advertised on January 12, 2021 and January 19, 2021. The solicitation was posted on City website on January 12, 2021. The email (Purmail) notification was sent out on January 14, 2021. There were a total thirty-two (32) viewers online; One (1) bid was received, zero (0) from local suppliers. An Inadequate Competition Survey was conducted.

**CONTRACT VARIANCE PREVIOUS CONTRACT:**

There is no prior contract to compare.

**PROTEST**

☒ No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$293,000.00

Funding Source: General Fund

Department: 451 – 1000 – 51295 – 531130 – P5120

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

**DEPARTMENT HEAD:**

*Richard Bristol* 04/01/21  
Richard J. Bristol, Streets and Maintenance Director



**COUNCIL PROJECT FORM  
(LOW BID)**

\*\*\*\*\***POSTING LANGUAGE**  
**BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT** agenda for the Council Meeting of **April 13, 2021.**

**STRATEGIC GOAL: NO. 3 – Promote the Visual Image of El Paso**

The linkage to the Strategic Plan is subsection 3.1 – Improve the visual impression of the community (gateways, corridors, intersections and parkland).

**Award Summary:**

The award of Solicitation No. 2021-0735 Fertilizer to Timothy Mitchell dba C.M.C. Agronomy, LLC. for items 4 and 5 for a three (3) year initial term estimated award of \$175,800.00. The award also includes a two (2) year optional amount of \$117,200.00. The total value of the contract including the initial term plus the option is five (5) years for an estimated award of \$293,000.00. This contract will provide fertilizer products, needed for the city's parks.

**Contract Variance:**

There is no prior contact to compare.

Department:	Streets and Maintenance
Vendor:	Timothy Mitchell dba C.M.C. Agronomy, LLC. McKinney, TX
Item(s):	4 and 5
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 58,600.00
Initial Term Estimated Award:	\$175,800.00 (3 years)
Total Estimated Award:	\$293,000.00 (5 years)
Account No.:	451 – 1000 – 51295 – 531130 – P5120
Funding Source:	General Fund
District(s):	All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Timothy Mitchell dba C.M.C. Agronomy, LLC the lowest responsive responsible bidders.

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

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*



# CITY OF EL PASO BID TABULATION FORM



Project Name: Fertilizer (Re-Bid)  
Bid Opening Date: February 10, 2021

Solicitation #: 2021-0735  
Department: Streets & Maintenance

				C.M.C. Agronomy, LLC. McKinney, TX Bidder 1 of 1								
ITEM NO.	DESCRIPTION	Unit Of Measure	(A) Estimated Annual Quantity		QPL Brand: Stock #: Pkg size:	(B) Unit Price	(C) Annual Estimated Total (A X B = C)	3 Year Estimated Total (C X 3 Yrs)				
			MIN	MAX (A)								
1.	ORGANIC BLEND	ONE 50 LB BAG	300 BAGS	700 BAGS	QPL Brand:  Stock#	Left Blank	Left Blank	Left Blank				
2.	ORGANIC BLEND	ONE 500 LB BAG	30 BAGS	70 BAGS	QPL Brand:  Stock#	Left Blank	Left Blank	Left Blank				
3.	NON ORGANIC BLEND	ONE 50 LB BAG	200 BAGS	600 BAGS	QPL Brand:  Stock#	Left Blank	Left Blank	Left Blank				
4.	ORGANIC FERTILIZER – HUMATE BASE – GRANULAR – WATER SOLUBLE	ONE 40 LB BAG	600 BAGS	1200 BAGS	QPL Brand: <u>MENEFEE @SPEC</u> Stock# <u>Humate</u>	\$28.00	\$33,600.00  Bidder's Price:\$16,800.00	\$100,800.00  Bidder's Price:\$33,600.00				
5.	SEAMATE – WATER SOLUBLE POWER	ONE 25 LB BAG	10 BAGS	20 BAGS	QPL Brand: <u>MENEFEE @Spec</u> Stock# <u>Seamate</u>	\$1,250.00	\$25,000.00  Bidder's Price:\$12,500.00	\$75,000.00  Bidder's Price:\$25,000.00				

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: CG

DATE: 2/24/21



# CITY OF EL PASO BID TABULATION FORM



Project Name: Fertilizer (Re-Bid)  
Bid Opening Date: December 09, 2020

Solicitation #: 2021-0735  
Department: Streets & Maintenance

	C.M.C. Agronomy, LLC. McKinney, TX Bidder 1 of 1	
<b>OPTION TO EXTEND THE TERM OF THE AGREEMENT</b>  THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT. BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.  BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:		
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO OPTION OFFERED	<input type="checkbox"/>	<input type="checkbox"/>
BIDDER'S PROMISED DELIVERY: Within __ consecutive calendar days	7	
In cases of emergency: Promised delivery in hours or overnight.	48	
IF BIDDER DOES NOT SPECIFY AN EARLIER DELIVERY, THE CITY'S REQUIRED DELIVERY SHALL PREVAIL. A DELIVERY DATE LATER THAN THE CITY'S REQUIRED DELIVERY MAY BE CAUSE FOR		
Amendments Acknowledged:	NO	
BIDS SOLICITED: LOCAL BIDS SOLICITED: BIDS RECEIVED: 1 LOCAL BIDS RECEIVED: 0 NO BID: 0		

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: CG

DATE: 2/24/21

## 2021-0735 Fertilizer (Re-Bid) Bidders List

HELENA CHEMICAL  
P.O. BOX629  
MESQUITE, NM 88048

CHEMPORT, INC.  
2417 KIMARNOCK  
EL PASO, TX 79925

EWING IRRIGATION & INDUSTRIAL  
PRODUCTS  
3630 DURAZNO  
EL PASO, TX 79905

LONGESTARYGEO PRODUCTS  
ATTN: MACK Malone  
1142 AVENUES  
GRANDPRAIRIE, TX 75050

RIO GRANDE SEED  
2323 ALAMEDA  
EL PASO, TX 79901

ADOLFO MOLINAR  
10 JOE TURNER  
EL PASO, TX 79915

LESCO, INC.  
1385 EAST 36TH STREET  
CLEVELAND, OH 44114-4114

TURF CARE OF TEXAS LLC  
P.O. BOX 2034  
FRISCO, TX 75034

JUSTIN SEED CO.,  
TRACY TALLY  
P.O. BOX6  
JUSTIN, TX 76247

BARON IRRIGATION  
(B&C TURF) JOHNCASTRO  
8888 SANDHILL CT.  
EL PASO, TX 79907

UNIVAR INC.  
JAIME LAGOS  
6950 MARKET AVE  
EL PASO, TX 79905

BEST  
HORTICULTURAL SOLUTIONS,  
INC. 1909 BIG  
BEND DR.,  
CEDAR PARK,  
TX 78613-7508

HELENA CHEMICAL  
DAN BLAESER  
251 JOHN GRISHAM DR.  
MESQUITE, NM 88048

C.M.C. Agronomy, LLC.  
Tim Mitchell  
4608 Desert Palms Dr.  
McKinney, TX 75070



# Fertilizer 2021-0735

April 13, 2021





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## Strategic Plan Goal:

3) *Promote the Visual Image of the City*





# Purpose of Procurement

- Enable the City to enter into a contract with CMC Agronomy to provide fertilizer products used on designated game fields and park land throughout the City.
- The application of these fertilizers aids the growth of grass by allowing stronger growth causing healthier, greener grass surfaces.
- Used mostly in hotter months



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# 2021-0735 Fertilizer

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## Solicitation Number 2021-0735

Contractor	CMC Agronomy
Estimated Award	<b>Total Estimated Award: \$293,000</b> <b>(3) year award - \$175,800</b> <b>(2) Year optional award \$117,200</b>
Funding Source	General Fund – Land Landscaping Maintenance and Repairs
Account No.	1000-451-51295-P5120-531130



## 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 #:** 21-419, **Version:** 1

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

**All Districts**

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

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

**STRATEGIC GOAL:**

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

**SUBGOAL:** 6.3 Implement programs to reduce organizational risk

**SUBJECT:**

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

The linkage to the Strategic Plan is subsection 6.3 - Implement programs to reduce organizational risk.

**Award Summary:**

That Medlock Commercial Contractors, LLC shall be reinstated to active bidding status with the City of El Paso effective immediately.

**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:** Purchasing & Strategic Sourcing

**AGENDA DATE:** April 13, 2021

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

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:**

That Medlock Commercial Contractors, LLC shall be reinstated to active bidding status with the City of El Paso effective immediately.

**BACKGROUND / DISCUSSION:**

On August 6, 2019 Purchasing & Strategic Sourcing Department recommended that Medlock Commercial Contractors, LLC (Medlock) be disqualified in accordance with Section 2.94.130 of the City of El Paso Municipal Code from entering into any contract with the City for a period not to exceed three (3) years, for engaging in lobbying activities with City Officials during the Cone of Silence period, which is a restricted activity under section 2.94.090 (E) of the City of El Paso Municipal Code; and during the August 6, 2019 regular meeting of the El Paso City Council, Medlock was disqualified from entering into a contract with the City of El Paso for a period not exceed three (3) years, for engaging in lobbying activities with City Officials during the Cone of Silence Period.

**SELECTION SUMMARY:**

N/A

**PRIOR COUNCIL ACTION:**

On August 6, 2019 City Council approved Medlock disqualification for a period not to exceed 3 years.

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:** Bruce D. Collins  
Bruce D. Collins – Purchasing & Strategic Sourcing Director

## PROJECT FORM

### (Resolutions)

\*\*\*\*\*

Please place the following item on the **CONSENT** agenda (under **RESOLUTIONS**) for the Council Meeting of **April 13, 2021.**

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

The linkage to the Strategic Plan is subsection 6.3 – Implement programs to reduce organizational risk.

Award Summary:

That Medlock Commercial Contractors, LLC shall be reinstated to active bidding status with the City of El Paso effective immediately.

## RESOLUTION

**WHEREAS**, on August 6, 2019 Purchasing & Strategic Sourcing Department recommended that Medlock Commercial Contractors, LLC (Medlock) be disqualified in accordance with Section 2.94.130 of the City of El Paso Municipal Code from entering into any contract with the City for a period not to exceed three (3) years, for engaging in lobbying activities with City Officials during the Cone of Silence period, which is a restricted activity under section 2.94.090 (E) of the City of El Paso Municipal Code; and

**WHEREAS**, during the August 6, 2019 regular meeting of the El Paso City Council, Medlock was disqualified from entering into a contract with the City of El Paso for a period not exceed three (3) years, for engaging in lobbying activities with City Officials during the Cone of Silence Period; and

**WHEREAS**, Purchasing & Strategic Sourcing Department recommends reinstating Medlock to active bidding status with the City of El Paso.

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

1. That the above recitals are found to be true and correct and incorporated as part of this resolution.
2. That Medlock Commercial Contractors, LLC shall be reinstated to active bidding status with the City of El Paso effective immediately.

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

### THE CITY OF EL PASO:

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

### ATTEST:

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

### APPROVED AS TO FORM:

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

### APPROVED AS TO CONENT:

*Bruce D. Collins*  
\_\_\_\_\_  
Bruce D. Collins, Director  
Purchasing and Strategic Sourcing



Legislation Text

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File #: 21-401, Version: 1

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

**All Districts**

City Manager's Office, K. Nicole 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:** April 13, 2021

**CONTACT PERSON NAME / PHONE NUMBER:** K. Nicole 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:**


**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: Workforce Focus

April 13, 2021

# Investment in our Workforce

- Power of the Strategic Plan
- Impact of Personal Services
- Investment in workforce
  - Compensation Increases
  - Benefits
  - Learning and development
- Projected FY 2022 Investment

# Leadership Framework - Strategic Plan



STRATEGIC  
PLAN 2019

25 BY 2025



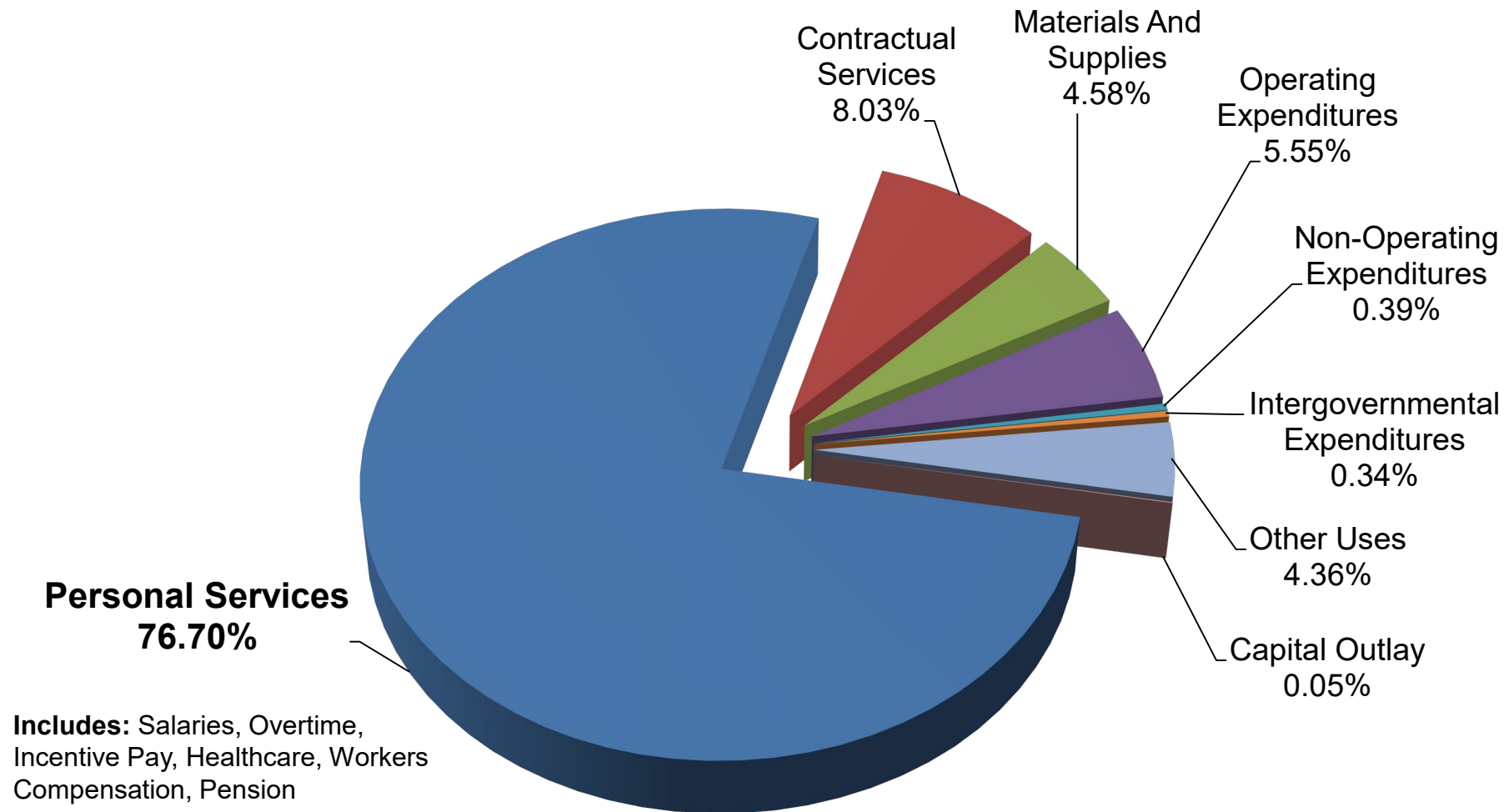
- **Strategic Goal 6.1** – Recruit and *retain* a skilled and diverse workforce
- **Strategic Goal 6.4** - Implement *leading-edge practices* for achieving *quality* and *performance excellence*
- **Strategic Goal 6.5** – Deliver services *timely* and *effectively* with focus on *continual improvement*



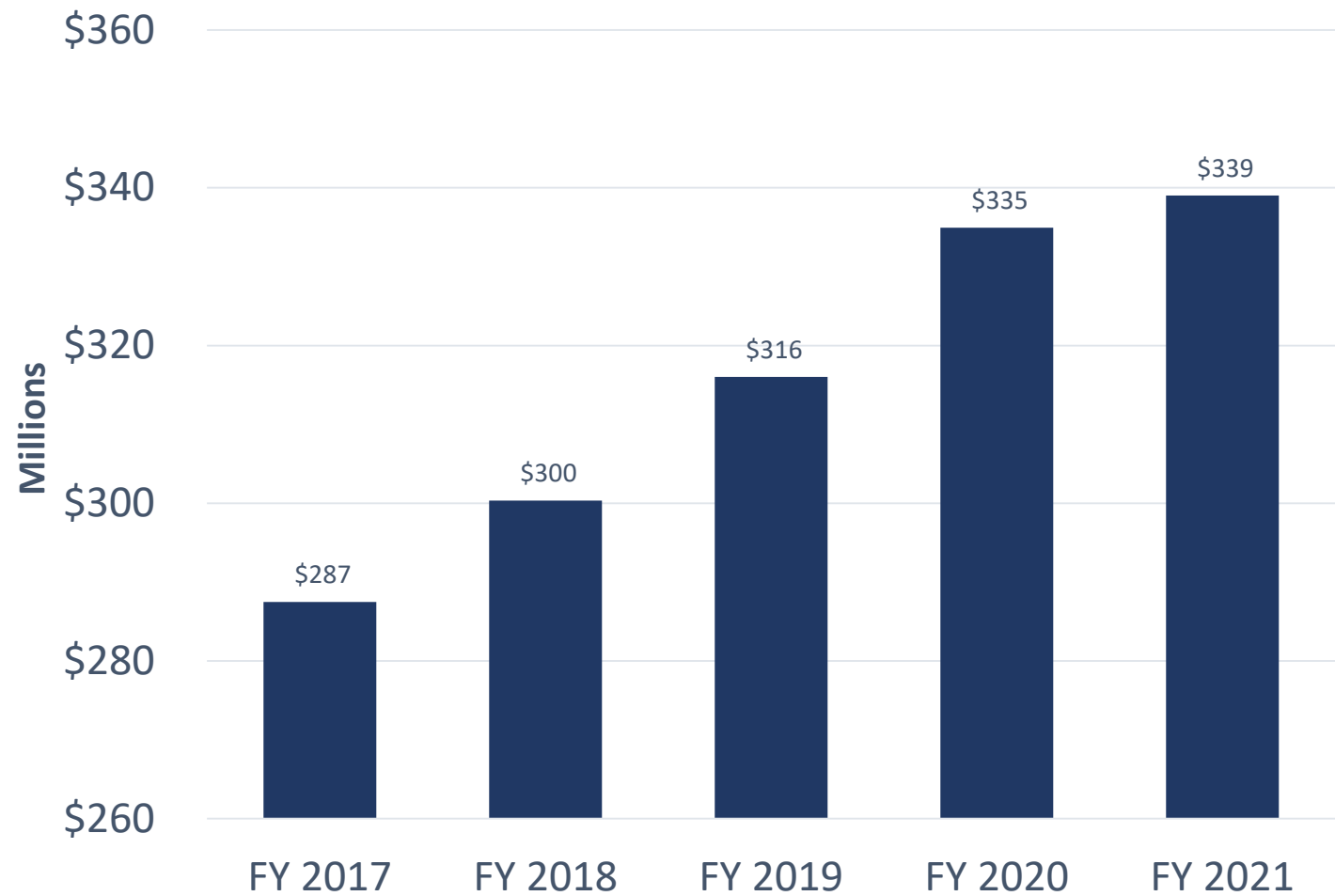
**Expand workforce development and organizational focus on continuous improvement through targeting training, activating partnership and growing best practices**

Become a *model* for *activating interagency and multisector partnerships* and *demonstrate results* and under the Communities of Excellence framework

# FY 2021 General Fund Expenditures



# General Fund – Personal Services

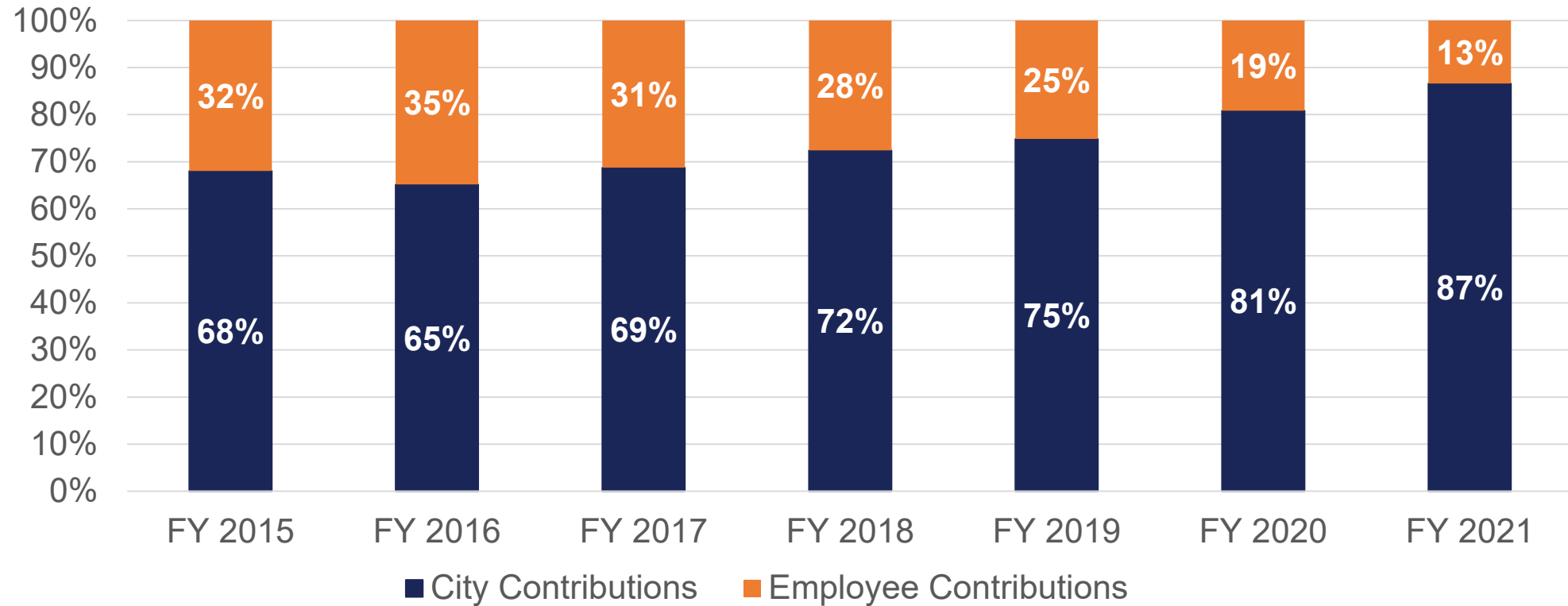


# Compensation Increases

Historical Pay Increases		
<b>FY 2015</b>	0.00%	No increase
<b>FY 2016</b>	\$500 - \$1,000	one time lump sum payment
<b>FY 2017</b>	1.50% - 2.50%	< 50k received 2.5% 50k to 100k received 2% >100k received 1.5%
<b>FY 2018</b>	2.00%	Across the board
<b>FY 2019</b>	1.50%	Across the board
<b>FY 2020*</b>	1.00%	Step 1 of Equity adjustments and with a minimum increase of 1%
<b>FY 2021</b>	\$150 - \$600	One-time payment based on full-time and part-time

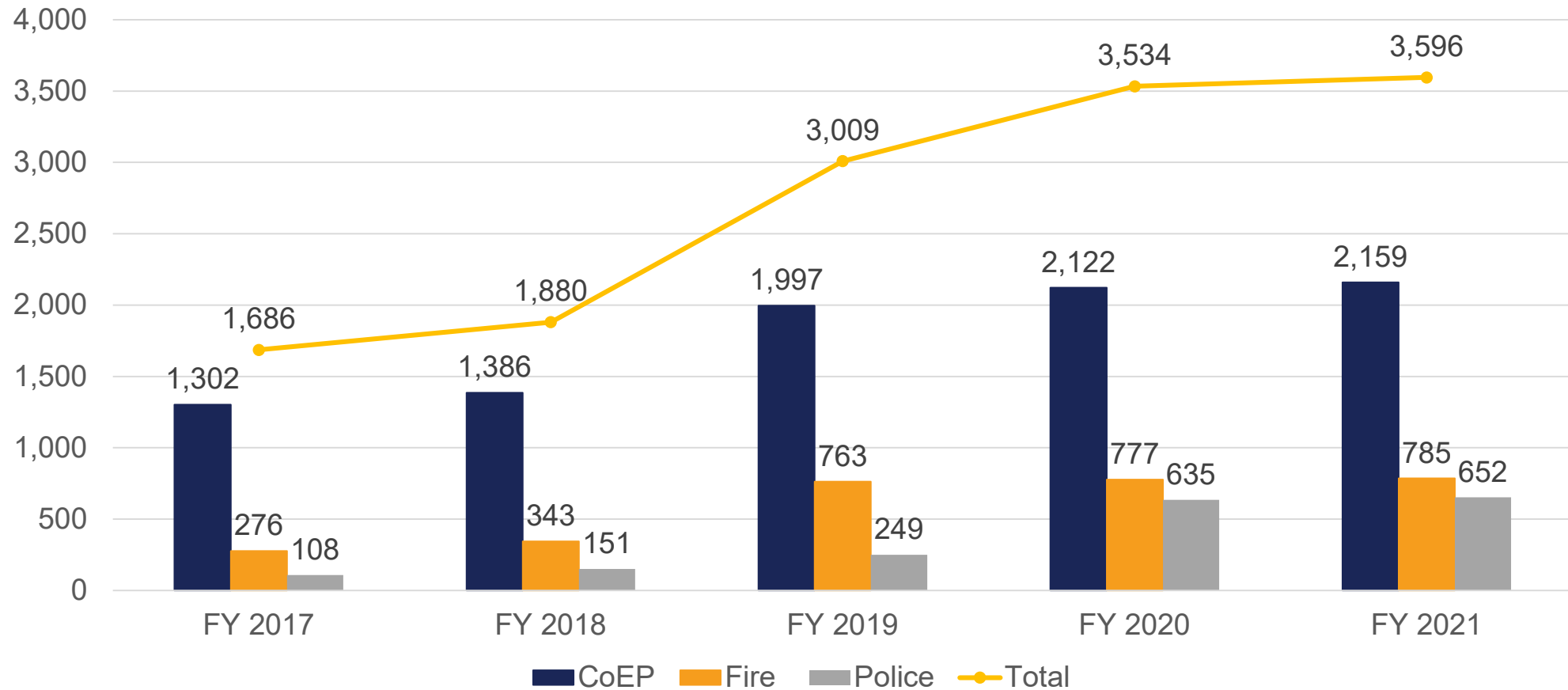
\*Increase was reduced in FY 2020 and reversed in FY 2021

# Total Healthcare Contribution





# CDHP Enrollment



# Wellness Initiatives

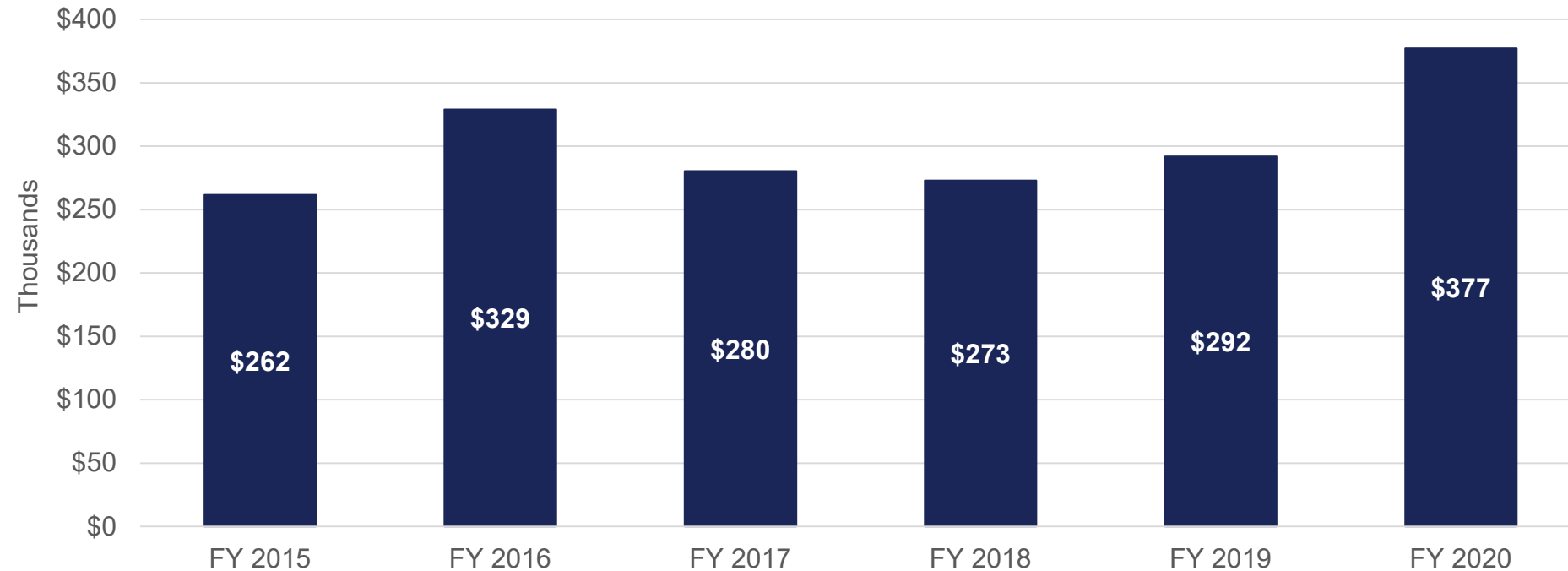
- New Partnership with Providence
  - Clinics at no cost to employees
  - 7 Locations Citywide
- Health Savings Account (HSA) for CDHP participants
  - \$500 to \$1,000
- **Shape It Up** – physical and biometric options to earn up to \$1,800 per year
- Onsite/Virtual Aetna Wellness Coordinator
- Tele-doc 24/7

# COVID – 19 Initiatives

- Daily virtual group fitness for employees including:
  - Dance, Cardio Kickboxing, Morning Energizer, Yoga, Zumba, Meditation, HIIT
  - Nutrition and cooking classes
  - Healthy working from home tips
  - Get your kids moving from home
- **Live Active EP** – Citywide community initiative with all local hospitals, school districts, private partnerships and gyms
  - Encouraging physical activity
  - Improved nutrition
  - Strong mental health



# Tuition Assistance Program



# Professional Development Culture of Continuous Improvement

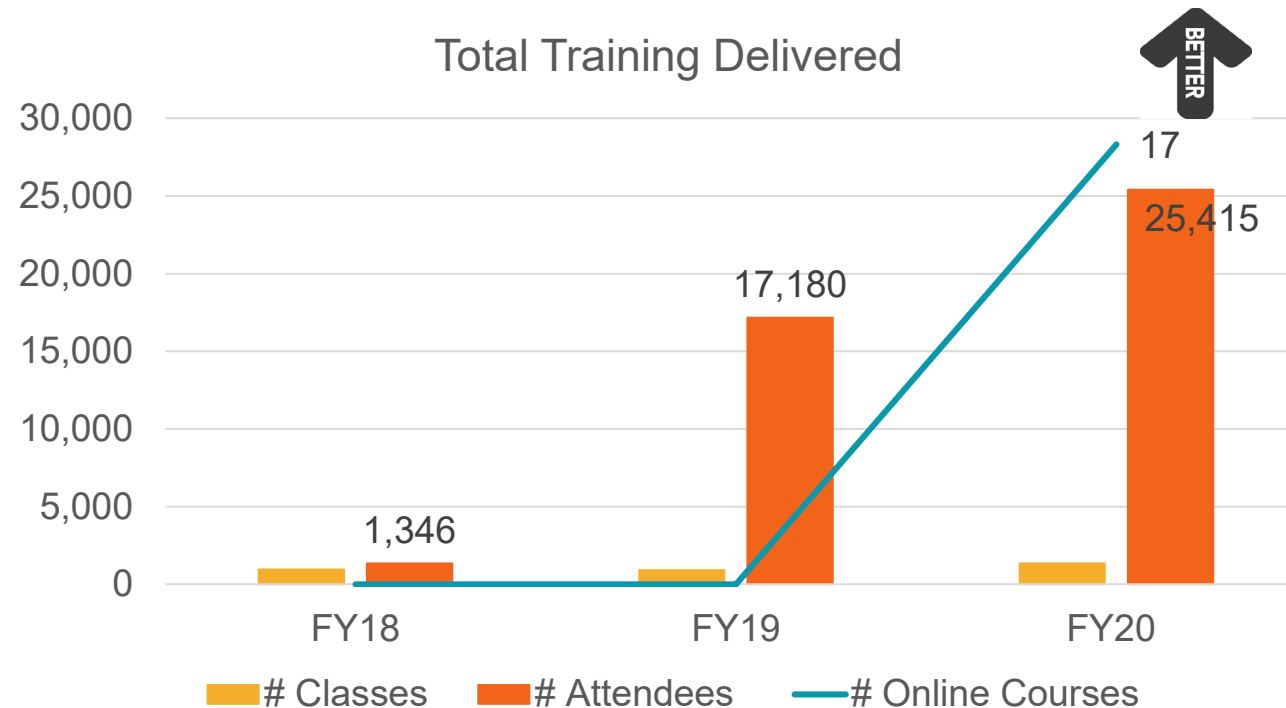


- **100% departments** have someone trained in LSS methodology
- **88%** of departments have completed LSS projects
- **Over 500** employees have engaged in project teams
  - 61 employees have completed LSS Green Belt training
  - 75 employees have completed Yellow Belt Training
  - 146 employees have completed White Belt Training

## *Impact Snapshot:*

VISION BLOCK 1: SAFE & BEAUTIFUL NEIGHBORHOODS	
Public Safety Operations	Reduction in 911 communication recruit training: \$189,924 savings + 6,136 productivity capacity hours added
Infrastructure Maintenance + Improvements	Improve Asphalt Repair Program: increase weekly repairs by 40% + increase production 24%
VISION BLOCK 2: VIBRANT REGIONAL ECONOMY	
Airport, Bridges	Decrease work order cycle time at Airport warehouse: \$215,030 cost avoidance
Permitting	Reduce zoning case process and initial inspection cycle time: \$394,214 cost avoidance
VISION BLOCK 3: RECREATIONAL, CULTURAL, EDUCATIONAL	
Projects	Reduce irrigation repair time: cycle time reduction 24 hours to 1.81 hours
Programming	Reduction in Parks permitting process cycle time: 16 days to less than 1 day
VISION BLOCK 4: HIGH PERFORMING GOVERNMENT	
Financial Services	Improve landline voucher process: \$507,000 savings
Workforce Resources	Improve mobile device security process: \$907,552 savings

# Focus on Learning + Development



## Data trends:

- Increase in # of courses and sessions offered over 3 years
- Increase in attendees over 3 years

**17 new online/virtual courses added/delivered**

# Learning + Development

14

- **New** Leadership Development Series launched in 2021
- Monthly Course catalog
- Continued annual investment in Tuition Assistance Program available for all fulltime employees
- Continued annual investment in skill/leader development through continuing education and seminars



## Leadership Development 2021

3 Day Course

Attend Two 30 Minutes Active Learning Sessions

✓ **Leadership I (QTF)**

- ✓ Quarterly Check In
  - ☐ 3 Lessons
  - ☐ PDP
- ☐ Attend 3 Excellence Sessions
- ☐ Lead 1 Excellence Session
- ☐ "Graduate/Celebrate"

Oct 20: 37 Participants (Empower Tower)  
Feb 21: 37 Participants (Zoo)

**Level 1**  
Fundamentals of an emerging leader

- ✓ Dynamic Listening Skills
- ☐ Vertical and Horizontal Communication
- ✓ Continuous Improvement Framework
- ✓ What do we mean by High Performing Government?
- ☐ Managing by Fact
- ✓ The Art of Assertiveness—Diplomacy, Tact and Credibility
- ✓ Intro to Organizational Systems Thinking
- ✓ Strategic Planning 101
- ☐ Attitude is Everything
- ☐ Authentic Leadership
- ✓ Digital Ambassador Program

**Level 2**  
Developing others, Going beyond yourself

- ✓ Presenting: Developing and Delivering Powerful Communication
- ✓ Ensuring diverse ideas, culture and thinking
- ☐ Leading a Cross Functional Team
- ✓ Teaming, working together for success
- ✓ Leading with empathy
- ✓ Emotional Intelligence (EQ) (Sergeant Major Academy)
- ☐ Five Dysfunctions of a Team (PA)

**Level 3**  
Transformational

- ☐ Leading for Innovation
- ☐ Internal Coach/Examiner Training (QTF)
- ☐ Collaborating + Communicating for Results
- ☐ The Art of Storytelling
- ☐ The Art of Anticipation
- ☐ Adapting to Change to Succeed
- ☐ Change Management/Crisis Communication
- ☐ Path toward Service Excellence

As of 2/18/2021

90 Participants = 3,631 minutes of learning  
12 Facilitators = 5,760 minutes of design/teaching  
Total Impact = 9,391 Minutes (157 hours)

Senior Leaders/Directors Designed

QTF Graduate Delivers

# Projected Impact to FY 2022



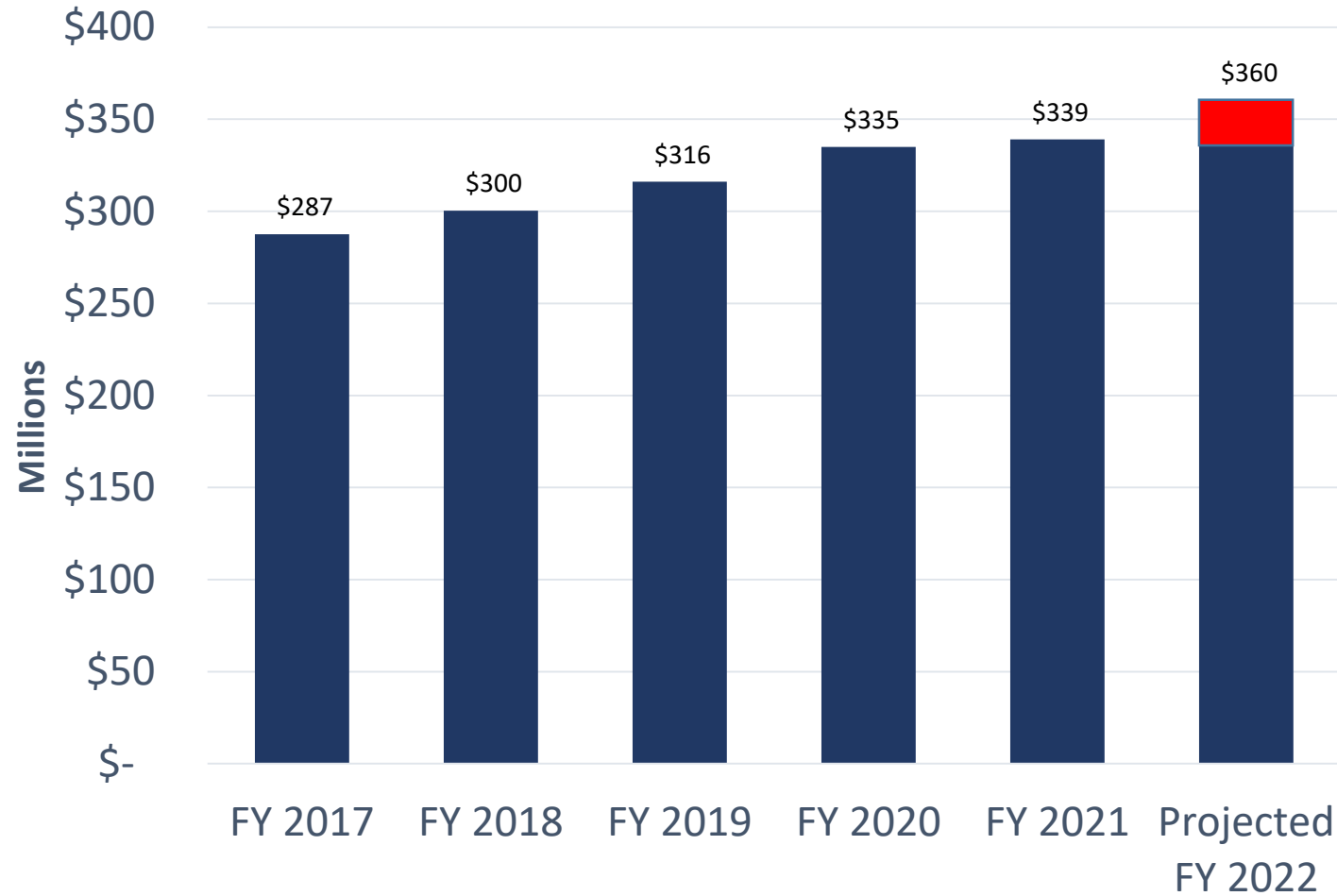
# Next Year's Estimated Cost Increases

## Phase-in Approach



Description	FY 2022 Increase
Public safety operating – collective bargaining, academies	\$10.7 million
Public safety capital replacement	\$4.0 million
Street maintenance & ADA on-demand projects	\$7.1 million
Facilities/parks sports complexes enhanced maintenance	\$3.4 million
Quality of Life services	\$5.0 million
Citywide vacancies – prioritized previously unfunded	\$3.3 million
Compensation adjustments & healthcare increases	\$3.2 million
<b>Total Estimated Costs</b>	<b>\$37.9 million</b>

# FY 2022 Projected Impact Salaries and Benefits



Projected \$21.2 million increase includes:

- CBA, Police and Fire Academies
- Compensation & Healthcare costs
- QoL Services
- 35% of vacancies funded



## 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 #: 21-425, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

An Ordinance granting Dominion Ambulance, LLC, a franchise extension and amending Ordinance No. 018924, to modify its franchise rates, to operate a non-emergency ambulance transfer service.

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

**DEPARTMENT:** Fire Department

**AGENDA DATE:** April 13, 2021

**PUBLIC HEARING:** April 27, 2021

**CONTACT NAME AND PHONE NUMBER:** Mario M. D'Agostino, Fire Chief (915) 212-5605

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

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

**SUBJECT:**

An ordinance granting Dominion Ambulance, LLC, a franchise extension and amending Ordinance No. 018924, to modify its franchise rates, to operate a non-emergency ambulance transfer service.

**BACKGROUND / DISCUSSION:**

Dominion Ambulance, LLC, has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance No. 018924 approved on April 30, 2019. Article I, Section E.1 of Ordinance No. 018924, allows for an extension of the non-emergency ambulance transfer service franchise.

**PRIOR COUNCIL ACTION:**

The City Council granted a franchise renewal through Ordinance No. 018924 on April 30, 2019.

**AMOUNT AND SOURCE OF FUNDING:**

Total Amount: Revenue Generating

Dept.: 999; Division: 99999; Fund: 1000; Account: 431200; Funding Source: Ambulance Service Revenue

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

**DEPARTMENT HEAD:** 

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING DOMINION AMBULANCE, LLC A FRANCHISE  
EXTENSION AND AMENDING ORDINANCE NO. 018924, TO MODIFY ITS  
FRANCHISE RATES, TO OPERATE A NON-EMERGENCY AMBULANCE  
TRANSFER SERVICE**

**WHEREAS**, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

**WHEREAS, DOMINION AMBULANCE, LLC (“GRANTEE”)** has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance No. 018924 approved on April 30, 2019; and

**WHEREAS**, Article I, Section E.1 of Ordinance No. 018924 dated April 30, 2019, allows for an extension of the non-emergency ambulance transfer service franchise, provided Grantee give to the City a written request to extend the franchise no later than three (3) months prior to the expiration date of this franchise whether it be during the initial term or any renewal period; and

**WHEREAS**, Grantee provided said written request in a timely fashion; and

**WHEREAS**, Article I, Section E.4 of Ordinance No. 018924 dated April 30, 2019, allows the City to require that the terms, conditions and provisions of the franchise be modified upon Grantee's request for renewal, and the City wishes to modify the terms, conditions and provisions of the franchise so as to clarify certain existing provisions such as the effective date and rates; and

**WHEREAS**, on evidence received, City Council finds that public convenience and necessity justify granting a franchise extension to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

1. Finding that public convenience and necessity justify renewal of this franchise, a renewal of the non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth in Ordinance No. 018924 dated April 30, 2019, and by local, state and federal laws, is hereby granted to DOMINION AMBULANCE, LLC, Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso, and all of the terms of Ordinance No. 018924 except for those specifically altered in the following paragraphs of this renewal, are extended for two years commencing at 12:01 a.m., May 1, 2021 (the

**ORDINANCE NO. \_\_\_\_\_**

1

“Effective Date”), regardless of the date upon which the ordinance granting the franchise is adopted.

2. Article I, Section C: The entire paragraph shall be replaced as follows: “Term and Effective Date. Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall be for two (2) years commencing on 12:01 a.m., May 1, 2021 (the “Effective Date”), with the possibility to renew the franchise as set forth below.”
3. Article III, Section D.1: The entirety of paragraph 1 shall be replaced as follows: “Franchising Authority Identified. Grantee's billing statements shall include the Grantee's proper phone number and street address for its El Paso office and shall identify the City as Grantee's franchising authority as follows: Franchising Authority: City of El Paso, Attn: Fire Department, Community Health Program, 416 N. Stanton, Ste. 200, El Paso, Texas 79901.”
4. Exhibit “A”: The rates listed in Article III (Administration and Regulation), Section B (Rates), Exhibit “A” (Dominion Ambulance Public Rates) of Ordinance No. 018924 dated April 30, 2019, shall be replaced in their entirety by Exhibit “A” to the present Ordinance, attached hereto and incorporated by reference as if set forth in full.
5. Except as herein amended, Ordinance No. 018924 dated April 30, 2019, shall remain in full force and effect.

(Signatures follow on next page)

**ORDINANCE NO.** \_\_\_\_\_

2

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:


THE CITY OF EL PASO

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

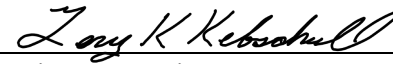
ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mario D'Agostino  
Fire Chief

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

ORDINANCE NO. \_\_\_\_\_

3



**ACCEPTANCE AND ACKNOWLEDGMENT**

**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, 2021.

**DOMINION AMBULANCE, LLC.**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS     )

)

COUNTY OF EL PASO     )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of **DOMINION AMBULANCE, LLC.**

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

Notary's Printed or Typed Name:

My Commission Expires:

\_\_\_\_\_

**RECEIVED FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

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

**ORDINANCE NO. \_\_\_\_\_**

4

**EXHIBIT A**

**DOMINION AMBULANCE, LLC**

**PUBLIC RATES**

<b>TRANSPORT TYPE:</b>	<b>RATE</b>
BLS NON-EMERGENCY	\$375.00
BLS EMERGENCY	\$395.00
ALS NON-EMERGENCY	\$380.00
ALS-1 EMERGENCY	\$435.00
ALS-2 EMERGENCY	\$590.00
SPECIALITY CARE TRANSPORT (SCT)	\$795.00
MILEAGE	\$9.00

\* Discount consideration may be given to the following:

- Patients
- Facilities
- Payors
- Vendors

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING DOMINION AMBULANCE, LLC A FRANCHISE  
EXTENSION AND AMENDING ORDINANCE NO. 018924, TO MODIFY ITS  
FRANCHISE RATES, TO OPERATE A NON-EMERGENCY AMBULANCE  
TRANSFER SERVICE**

**WHEREAS**, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

**WHEREAS**, DOMINION AMBULANCE, LLC ("GRANTEE") has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance No. 018924 approved on April 30, 2019; and

**WHEREAS**, Article I, Section E.1 of Ordinance No. 018924 dated April 30, 2019, allows for an extension of the non-emergency ambulance transfer service franchise, provided Grantee give to the City a written request to extend the franchise no later than three (3) months prior to the expiration date of this franchise whether it be during the initial term or any renewal period; and

**WHEREAS**, Grantee provided said written request in a timely fashion; and

**WHEREAS**, Article I, Section E.4 of Ordinance No. 018924 dated April 30, 2019, allows the City to require that the terms, conditions and provisions of the franchise be modified upon Grantee's request for renewal, and the City wishes to modify the terms, conditions and provisions of the franchise so as to clarify certain existing provisions such as the effective date and rates; and

**WHEREAS**, on evidence received, City Council finds that public convenience and necessity justify granting a franchise extension to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

1. Finding that public convenience and necessity justify renewal of this franchise, a renewal of the non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth in Ordinance No. 018924 dated April 30, 2019, and by local, state and federal laws, is hereby granted to DOMINION AMBULANCE, LLC, Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso, and all of the terms of Ordinance No. 018924 except for those specifically altered in the following paragraphs of this renewal, are extended for two years commencing at 12:01 a.m., May 1, 2021 (the

1

“Effective Date”), regardless of the date upon which the ordinance granting the franchise is adopted.

2. Article I, Section C: The entire paragraph shall be replaced as follows: “Term and Effective Date. Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall be for two (2) years commencing on 12:01 a.m., May 1, 201921 (the “Effective Date”), with the possibility to renew the franchise as set forth below.”
3. Article III, Section D.1: The entirety of paragraph 1 shall be replaced as follows: “Franchising Authority Identified. Grantee's billing statements shall include the Grantee's proper phone number and street address for its El Paso office and shall identify the City as Grantee's franchising authority as follows: Franchising Authority: City of El Paso, Attn: Fire Department, Fire Medical Research Division, Community Health Program, 416 N. Stanton, Ste. 200, El Paso, Texas 79901.”
- 3.4. Exhibit “A”: The rates listed in Article III (Administration and Regulation), Section B (Rates), Exhibit “A” (Dominion Ambulance Public Rates) of Ordinance No. 018924 dated April 30, 2019, shall be replaced in their entirety by Exhibit “A” to the present Ordinance, attached hereto and incorporated by reference as if set forth in full.
- 4.5. Except as herein amended, Ordinance No. 018924 dated April 30, 2019, shall remain in full force and effect.

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(Signatures follow on next page)

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

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE CITY OF EL PASO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Mario D'Agostino  
Fire Chief

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

**ACCEPTANCE AND ACKNOWLEDGMENT**

**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, 2021.

**DOMINION AMBULANCE, LLC.**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS     )

)

COUNTY OF EL PASO     )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of **DOMINION AMBULANCE, LLC.**

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

Notary's Printed or Typed Name: \_\_\_\_\_

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

**RECEIVED FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

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



Legislation Text

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**File #: 21-426, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

An Ordinance granting Elite Medical Transport of Texas, LLC d/b/a Elite Medical Transport, a franchise extension and amending Ordinance No. 018925, to modify its franchise rates, to operate a non-emergency ambulance transfer service; and repealing Ordinance No. 019111.

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

**DEPARTMENT:** Fire Department

**AGENDA DATE:** April 13, 2021

**PUBLIC HEARING:** April 27, 2021

**CONTACT NAME AND PHONE NUMBER:** Mario M. D'Agostino, Fire Chief (915) 212-5605

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

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

**SUBJECT:**

An ordinance granting Elite Medical Transport of Texas, LLC d/b/a Elite Medical Transport, a franchise extension and amending Ordinance No. 018925, to modify its franchise rates, to operate a non-emergency ambulance transfer service; and repealing Ordinance No. 019111.

**BACKGROUND / DISCUSSION:**

Elite Medical Transport of Texas, LLC has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance No. 018925 approved on April 30, 2019. Article I, Section E.1 of Ordinance No. 018925, allows for an extension of the non-emergency ambulance transfer service franchise.

**PRIOR COUNCIL ACTION:**

October 27, 2020, City Council approved Ordinance No. 019111, which was an amendment of Ordinance No. 018925 for the sole purpose of adjusting rates contained in Exhibit "A" to Ordinance No. 018925, due to the financial impact of COVID-19.

**AMOUNT AND SOURCE OF FUNDING:**

Total Amount: Revenue Generating

Dept.: 999; Division: 99999; Fund: 1000; Account: 431200; Funding Source: Ambulance Service Revenue

---

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

**DEPARTMENT HEAD:** Lory K. Keeshull



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING ELITE MEDICAL TRANSPORT OF TEXAS, LLC  
D/B/A ELITE MEDICAL TRANSPORT, A FRANCHISE EXTENSION AND  
AMENDING ORDINANCE NO. 018925, TO MODIFY ITS FRANCHISE RATES, TO  
OPERATE A NON-EMERGENCY AMBULANCE TRANSFER SERVICE; AND  
REPEALING ORDINANCE NO. 019111**

**WHEREAS**, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

**WHEREAS**, ELITE MEDICAL TRANSPORT OF TEXAS, LLC (“GRANTEE”) has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance No. 018925 approved on April 30, 2019; and

**WHEREAS**, Article I, Section E.1 of Ordinance No. 018925 dated April 30, 2019, allows for an extension of the non-emergency ambulance transfer service franchise, provided Grantee give to the City a written request to extend the franchise no later than three (3) months prior to the expiration date of this franchise whether it be during the initial term or any renewal period; and

**WHEREAS**, Grantee provided said written request in a timely fashion; and

**WHEREAS**, Article I, Section E.4 of Ordinance No. 018925 dated April 30, 2019, allows the City to require that the terms, conditions and provisions of the franchise be modified upon Grantee’s request for renewal, and the City wishes to modify the terms, conditions and provisions of the franchise so as to clarify certain existing provisions such as the effective date and rates; and

**WHEREAS**, on October 27, 2020, City Council approved Ordinance No. 019111, which was an amendment of Ordinance No. 018925 for the sole purpose of adjusting rates contained in Exhibit “A” to Ordinance No. 018925, due to the financial impact of COVID-19; and

**WHEREAS**, GRANTEE has submitted an adjusted list of rates and acknowledges that Ordinance No. 019111 shall be repealed in its entirety by way of the present ordinance; and

**WHEREAS**, on evidence received, City Council finds that public convenience and necessity justify granting a franchise extension to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

**ORDINANCE NO. \_\_\_\_\_**

1

1. Finding that public convenience and necessity justify renewal of this franchise, a renewal of the non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth in Ordinance No. 018925 dated April 30, 2019, and by local, state and federal laws, is hereby granted to ELITE MEDICAL TRANSPORT OF TEXAS, LLC, Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso, and all of the terms of Ordinance No. 018925 except for those specifically altered in the following paragraphs of this renewal, are extended for two years commencing at 12:01 a.m., May 1, 2021 (the "Effective Date"), regardless of the date upon which the ordinance granting the franchise is adopted.
2. Article I, Section C: The entire paragraph shall be replaced as follows: "Term and Effective Date. Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall be for two (2) years commencing on 12:01 a.m., May 1, 2021 (the "Effective Date"), with the possibility to renew the franchise as set forth below."
3. Article III, Section D.1: The entirety of paragraph 1 shall be replaced as follows: "Franchising Authority Identified. Grantee's billing statements shall include the Grantee's proper phone number and street address for its El Paso office and shall identify the City as Grantee's franchising authority as follows: Franchising Authority: City of El Paso, Attn: Fire Department, Community Health Program, 416 N. Stanton, Ste. 200, El Paso, Texas 79901."
4. Exhibit "A": The rates listed in Article III (Administration and Regulation), Section B (Rates), Exhibit "A" (Elite Medical Transport Public Rates) of Ordinance No. 018925 dated April 30, 2019, shall be replaced in their entirety by Exhibit "A" to the present Ordinance, attached hereto and incorporated by reference as if set forth in full.
5. Except as herein amended, Ordinance No. 018925 dated April 30, 2019, shall remain in full force and effect.
6. **Repeal of Ordinance No. 019111**. Ordinance No. 019111, dated October 27, 2020, was approved by Council for the sole purpose of adjusting Exhibit "A" to Ordinance No. 018925, in order to reflect the financial impact of COVID-19 upon Grantee in terms of supplies and the cost of enhanced infection control practices. Ordinance No. 019111 contained language that it would remain in effect 90 past the expiration of the Local Disaster Declaration, re-enacted through Emergency Ordinance No. 019035, as amended. Ordinance No. 019111 also contained language that the rates appearing its Exhibit "A" would automatically revert to the rates detailed in Ordinance No. 018925 upon Ordinance No. 019111 ending. Grantor and Grantee acknowledge that **Ordinance No. 019111 IS HEREBY REPEALED** upon adoption of the present ordinance.

(Signatures follow on next page)

ORDINANCE NO. \_\_\_\_\_

2

PASSED AND APPROVED 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:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mario D'Agostino  
Fire Chief

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

**ORDINANCE NO.** \_\_\_\_\_

**ACCEPTANCE AND ACKNOWLEDGMENT**

**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ELITE MEDICAL TRANSPORT OF TEXAS, LLC D/B/A ELITE MEDICAL TRANSPORT**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS     )

)

COUNTY OF EL PASO     )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of ELITE MEDICAL TRANSPORT OF TEXAS, LLC D/B/A ELITE MEDICAL TRANSPORT.

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

Notary's Printed or Typed Name:

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**RECEIVED FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

4

## **EXHIBIT A**

Elite Medical Transport of Texas, LLC.

### **Public Rates**

BLS Non-Emergent	\$500.00
BLS Emergent	\$550.00
ALS Non-Emergent	\$625.00
ALS Emergent (I)	\$775.00
ALS Emergent (II)	\$845.00
SCT Specialty Care Transport	\$1395.00
Mileage Rate	\$16.00
Stand-by Rate	\$125.00 first hour, \$95.00 each additional hour
BLS Supply Charge	\$50.00
ALS Supply Charge	\$50.00

\*Discount consideration may be given to the following:

1. Patients
2. Facilities
3. Payors
4. Vendors

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING ELITE MEDICAL TRANSPORT OF TEXAS, LLC  
D/B/A ELITE MEDICAL TRANSPORT, A FRANCHISE EXTENSION AND  
AMENDING ORDINANCE NO. 018925, TO MODIFY ITS FRANCHISE RATES, TO  
OPERATE A NON-EMERGENCY AMBULANCE TRANSFER SERVICE; AND  
REPEALING ORDINANCE NO. 019111**

**WHEREAS**, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

**WHEREAS**, ELITE MEDICAL TRANSPORT OF TEXAS, LLC ("GRANTEE") has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance No. 018925 approved on April 30, 2019; and

**WHEREAS**, Article I, Section E.1 of Ordinance No. 018925 dated April 30, 2019, allows for an extension of the non-emergency ambulance transfer service franchise, provided Grantee give to the City a written request to extend the franchise no later than three (3) months prior to the expiration date of this franchise whether it be during the initial term or any renewal period; and

**WHEREAS**, Grantee provided said written request in a timely fashion; and

**WHEREAS**, Article I, Section E.4 of Ordinance No. 018925 dated April 30, 2019, allows the City to require that the terms, conditions and provisions of the franchise be modified upon Grantee's request for renewal, and the City wishes to modify the terms, conditions and provisions of the franchise so as to clarify certain existing provisions such as the effective date and rates; and

**WHEREAS**, on October 27, 2020, City Council approved Ordinance No. 019111, which was an amendment of Ordinance No. 018925 for the sole purpose of adjusting rates contained in Exhibit "A" to Ordinance No. 018925, due to the financial impact of COVID-19; and

**WHEREAS**, GRANTEE has submitted an adjusted list of rates and acknowledges that Ordinance No. 019111 shall be repealed in its entirety by way of the present ordinance; and

**WHEREAS**, on evidence received, City Council finds that public convenience and necessity justify granting a franchise extension to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

ORDINANCE NO. \_\_\_\_\_

1

PL Matter #21-1006-1365/PL Doc #1066441/Elite Medical Transport of Texas, LLC/JF

1. Finding that public convenience and necessity justify renewal of this franchise, a renewal of the non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth in Ordinance No. 018925 dated April 30, 2019, and by local, state and federal laws, is hereby granted to ELITE MEDICAL TRANSPORT OF TEXAS, LLC, Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso, and all of the terms of Ordinance No. 018925 except for those specifically altered in the following paragraphs of this renewal, are extended for two years commencing at 12:01 a.m., May 1, 2021 (the "Effective Date"), regardless of the date upon which the ordinance granting the franchise is adopted.

2. Article I, Section C: The entire paragraph shall be replaced as follows: "Term and Effective Date. Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall be for two (2) years commencing on 12:01 a.m., May 1, 201921 (the "Effective Date")", with the possibility to renew the franchise as set forth below."

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3. Article III, Section D.1: The entirety of paragraph 1 shall be replaced as follows: "Franchising Authority Identified. Grantee's billing statements shall include the Grantee's proper phone number and street address for its El Paso office and shall identify the City as Grantee's franchising authority as follows: Franchising Authority: City of El Paso, Attn: Fire Department, Fire Medical Research Division, Community Health Program, 416 N. Stanton, Ste. 200, El Paso, Texas 79901."

3-4. Exhibit "A": The rates listed in Article III (Administration and Regulation), Section B (Rates), Exhibit "A" (Elite Medical Transport Public Rates) of Ordinance No. 018925 dated April 30, 2019, shall be replaced in their entirety by Exhibit "A" to the present Ordinance, attached hereto and incorporated by reference as if set forth in full.

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4-5. Except as herein amended, Ordinance No. 018925 dated April 30, 2019, shall remain in full force and effect.

5-6. **Repeal of Ordinance No. 019111**. Ordinance No. 019111, dated October 27, 2020, was approved by Council for the sole purpose of adjusting Exhibit "A" to Ordinance No. 018925, in order to reflect the financial impact of COVID-19 upon Grantee in terms of supplies and the cost of enhanced infection control practices. Ordinance No. 019111 contained language that it would remain in effect 90 past the expiration of the Local Disaster Declaration, re-enacted through Emergency Ordinance No. 019035, as amended. Ordinance No. 019111 also contained language that the rates appearing its Exhibit "A" would automatically revert to the rates detailed in Ordinance No. 018925 upon Ordinance No. 019111 ending. Grantor and Grantee acknowledge that **Ordinance No. 019111 IS HEREBY REPEALED** upon adoption of the present ordinance.

(Signatures follow on next page)

ORDINANCE NO. \_\_\_\_\_

2

PL Matter #21-1006-1365/PL Doc #1066441/Elite Medical Transport of Texas, LLC/JF

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

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

THE CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Mario D'Agostino  
Fire Chief

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

**ORDINANCE NO.** \_\_\_\_\_

PL Matter #21-1006-1365/PL Doc #1066441/Elite Medical Transport of Texas, LLC/JF



**ACCEPTANCE AND ACKNOWLEDGMENT**

**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ELITE MEDICAL TRANSPORT OF  
TEXAS, LLC D/B/A ELITE MEDICAL  
TRANSPORT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS     )  
                                          )  
COUNTY OF EL PASO     )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of ELITE MEDICAL TRANSPORT OF TEXAS, LLC D/B/A ELITE MEDICAL TRANSPORT.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
\_\_\_\_\_

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

**RECEIVED FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**ORDINANCE NO. \_\_\_\_\_**

PL Matter #21-1006-1365/PL Doc #1066441/Elite Medical Transport of Texas, LLC/JF

Laura D. Prine, City Clerk

**ORDINANCE NO.** \_\_\_\_\_

PL Matter #21-1006-1365/PL Doc #1066441/Elite Medical Transport of Texas, LLC/JF



Legislation Text

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**File #: 21-427, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

An Ordinance granting Life Ambulance, Inc., a franchise extension and amending Ordinance No. 018926, to modify its franchise rates, to operate a non-emergency ambulance transfer service.

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

**DEPARTMENT:** Fire Department

**AGENDA DATE:** April 13, 2021

**PUBLIC HEARING:** April 27, 2021

**CONTACT NAME AND PHONE NUMBER:** Mario M. D'Agostino, Fire Chief (915) 212-5605

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

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

**SUBJECT:**

An ordinance granting Life Ambulance, Inc., a franchise extension and amending Ordinance No. 018926, to modify its franchise rates, to operate a non-emergency ambulance transfer service.

**BACKGROUND / DISCUSSION:**

Life Ambulance Service, Inc., has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance No. 018926 approved on April 30, 2019. Article I, Section E.1 of Ordinance No. 018926, allows for an extension of the non-emergency ambulance transfer service franchise.

**PRIOR COUNCIL ACTION:**

The City Council granted a franchise renewal through Ordinance No. 018926 on April 30, 2019.

**AMOUNT AND SOURCE OF FUNDING:**

Total Amount: Revenue Generating

Dept.: 999; Division: 99999; Fund: 1000; Account: 431200; Funding Source: Ambulance Service Revenue

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

**DEPARTMENT HEAD:** Lory K Kebschull

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING LIFE AMBULANCE SERVICE, INC. A FRANCHISE  
EXTENSION AND AMENDING ORDINANCE NO. 018926, TO MODIFY ITS  
FRANCHISE RATES, TO OPERATE A NON-EMERGENCY AMBULANCE  
TRANSFER SERVICE**

**WHEREAS**, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

**WHEREAS**, LIFE AMBULANCE SERVICE, (“GRANTEE”) has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance No. 018926 approved on April 30, 2019; and

**WHEREAS**, Article I, Section E.1 of Ordinance No. 018926 dated April 30, 2019, allows for an extension of the non-emergency ambulance transfer service franchise, provided Grantee give to the City a written request to extend the franchise no later than three (3) months prior to the expiration date of this franchise whether it be during the initial term or any renewal period; and

**WHEREAS**, Grantee provided said written request in a timely fashion; and

**WHEREAS**, Article I. Section E.4 of Ordinance No. 018926 dated April 30, 2019, allows the City to require that the terms, conditions and provisions of the franchise be modified upon Grantee’s request for renewal, and the City wishes to modify the terms, conditions and provisions of the franchise so as to clarify certain existing provisions such as the effective date and rates; and

**WHEREAS**, on evidence received, City Council finds that public convenience and necessity justify granting a franchise extension to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

1. Finding that public convenience and necessity justify renewal of this franchise, a renewal of the non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth in Ordinance No. 018926 dated April 30, 2019, and by local, state and federal laws, is hereby granted to LIFE AMBULANCE SERVICE, INC., Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso, and all of the terms of Ordinance No. 018926 except for those specifically altered in the following paragraphs of this renewal, are extended for two years commencing at 12:01 a.m., May 1, 2021 (the “Effective Date”), regardless of the date upon which the ordinance granting the franchise is adopted.

**ORDINANCE NO. \_\_\_\_\_**

1

2. Article I, Section C: The entire paragraph shall be replaced as follows: “Term and Effective Date. Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall be for two (2) years commencing on 12:01 a.m., May 1, 2021 (the “Effective Date”), with the possibility to renew the franchise as set forth below.”
3. Article III, Section D.1: The entirety of paragraph 1 shall be replaced as follows: “Franchising Authority Identified. Grantee's billing statements shall include the Grantee's proper phone number and street address for its El Paso office and shall identify the City as Grantee's franchising authority as follows: Franchising Authority: City of El Paso, Attn: Fire Department, Community Health Program, 416 N. Stanton, Ste. 200, El Paso, Texas 79901.”
4. Exhibit “A”: The rates listed in Article III (Administration and Regulation), Section B (Rates), Exhibit “A” (Life Service Ambulance, Inc.’s Medical Transport Public Rates) of Ordinance No. 018926 dated April 30, 2019, shall be replaced in their entirety by Exhibit “A” to the present Ordinance, attached hereto and incorporated by reference as if set forth in full.
5. Except as herein amended, Ordinance No. 018926 dated April 30, 2019, shall remain in full force and effect.

(Signatures follow on next page)

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:


THE CITY OF EL PASO:

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

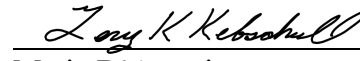
ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mario D'Agostino  
Fire Chief

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

ORDINANCE NO. \_\_\_\_\_

3

## ACCEPTANCE AND ACKNOWLEDGMENT

### ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**LIFE AMBULANCE SERVICES, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### ACKNOWLEDGEMENT

THE STATE OF TEXAS     )  
                                          )  
COUNTY OF EL PASO     )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of **LIFE AMBULANCE SERVICES, INC.**

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
\_\_\_\_\_

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

**RECEIVED FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

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

**ORDINANCE NO. \_\_\_\_\_**

4



**EXHIBIT A**

**LIFE AMBULANCE SERVICE, INC.**

**PUBLIC RATES**

<b>TRANSPORT TYPE:</b>	<b>RATE</b>
BLS NON-EMERGENCY	\$485.00
BLS EMERGENCY	\$625.00
ALS NON-EMERGENCY	\$550.00
ALS-1 EMERGENCY	\$755.00
ALS-2 EMERGENCY	\$795.00
SPECIALITY CARE TRANSPORT (SCT)	\$1,175.00
MILEAGE	\$14.00

\* Supplies will be billed for Payor who recognizes supplies.

\* Discount consideration may be given to the following:

1. Patients
2. Facilities
3. Payors
4. Vendors

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING LIFE AMBULANCE SERVICE, INC. A FRANCHISE  
EXTENSION AND AMENDING ORDINANCE NO. 018926, TO MODIFY ITS  
FRANCHISE RATES, TO OPERATE A NON-EMERGENCY AMBULANCE  
TRANSFER SERVICE**

**WHEREAS**, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

**WHEREAS**, LIFE AMBULANCE SERVICE, (“GRANTEE”) has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance No. 018926 approved on April 30, 2019; and

**WHEREAS**, Article I, Section E.1 of Ordinance No. 018926 dated April 30, 2019, allows for an extension of the non-emergency ambulance transfer service franchise, provided Grantee give to the City a written request to extend the franchise no later than three (3) months prior to the expiration date of this franchise whether it be during the initial term or any renewal period; and

**WHEREAS**, Grantee provided said written request in a timely fashion; and

**WHEREAS**, Article I, Section E.4 of Ordinance No. 018926 dated April 30, 2019, allows the City to require that the terms, conditions and provisions of the franchise be modified upon Grantee's request for renewal, and the City wishes to modify the terms, conditions and provisions of the franchise so as to clarify certain existing provisions such as the effective date and rates; and

**WHEREAS**, on evidence received, City Council finds that public convenience and necessity justify granting a franchise extension to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

1. Finding that public convenience and necessity justify renewal of this franchise, a renewal of the non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth in Ordinance No. 018926 dated April 30, 2019, and by local, state and federal laws, is hereby granted to LIFE AMBULANCE SERVICE, INC., Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso, and all of the terms of Ordinance No. 018926 except for those specifically altered in the following paragraphs of this renewal, are extended for two years commencing at 12:01 a.m., May 1, 2021 (the “Effective Date”), regardless of the date upon which the ordinance granting the franchise is adopted.

2. Article I, Section C: The entire paragraph shall be replaced as follows: “Term and Effective Date. Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall be for two (2) years commencing on 12:01 a.m., May 1, 201921 (the “Effective Date”), with the possibility to renew the franchise as set forth below.”

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3. Article III, Section D.1: The entirety of paragraph 1 shall be replaced as follows: “Franchising Authority Identified. Grantee's billing statements shall include the Grantee's proper phone number and street address for its El Paso office and shall identify the City as Grantee's franchising authority as follows: Franchising Authority: City of El Paso, Attn: Fire Department, Fire Medical Research Division, Community Health Program, 416 N. Stanton, Ste. 200, El Paso, Texas 79901.”

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3.4. Exhibit “A”: The rates listed in Article III (Administration and Regulation), Section B (Rates), Exhibit “A” (Life Service Ambulance, Inc.’s Medical Transport Public Rates) of Ordinance No. 018926 dated April 30, 2019, shall be replaced in their entirety by Exhibit “A” to the present Ordinance, attached hereto and incorporated by reference as if set forth in full.

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4.5. Except as herein amended, Ordinance No. 018926 dated April 30, 2019, shall remain in full force and effect.

(Signatures follow on next page)

**PASSED AND APPROVED** 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:

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Mario D'Agostino  
Fire Chief

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

**ACCEPTANCE AND ACKNOWLEDGMENT**

**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**LIFE AMBULANCE SERVICES, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS     )  
                                      )  
COUNTY OF EL PASO     )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of **LIFE AMBULANCE SERVICES, INC.**

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed or Typed Name:

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

**RECEIVED FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

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



Legislation Text

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File #: 21-402, Version: 1

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

**District 6**

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

Planning and Inspections, Luis Zamora, (915) 212-1552

**PUBLIC HEARING DATE:** 5/11/2021

**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 granting Special Permit No. PZST20-00011, to allow for infill development with reduction of parking, lot area, lot width, lot depth, front yard setback, and cumulative front & rear yard setback on the property described as being the west 47.47 feet of Lot 5, Indian Town Subdivision, 9124 San Fernando Court, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

The proposed special permit and detailed site development plan meet 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: 9124 San Fernando Ct.

Applicant: Rogelio Gaytan, PZST20-00011

**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 approval of a Special Permit for infill development with reductions of parking, lot area, lot width, lot depth, front yard setback, and reduction of cumulative front and rear yard setback to allow a proposed duplex. City Plan Commission recommended 6-0 to approve the proposed special permit and detailed site development plan on March 25, 2021. As of April 6, 2021, staff has received no communication in support or in opposition of the request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

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

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:** April 13, 2021

**PUBLIC HEARING DATE:** May 11, 2021

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

**DISTRICT(S) AFFECTED:** 6

**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 Special Permit No. PZST20-00011, to allow for infill development with reduction of parking, lot area, lot width, lot depth, front yard setback, and cumulative front & rear yard setback on the property described as being the west 47.47 feet of Lot 5, Indian Town Subdivision, 9124 San Fernando Court, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in Chapter 20.24 of the El Paso City Code.

The proposed special permit and detailed site development plan meet 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: 9124 San Fernando Ct.  
Applicant: Rogelio Gaytan, PZST20-00011

**BACKGROUND / DISCUSSION:**

The applicant is requesting approval of a Special Permit for infill development with reductions of parking, lot area, lot width, lot depth, front yard setback, and reduction of cumulative front and rear yard setback to allow a proposed duplex. City Plan Commission recommended 6-0 to approve the proposed special permit and detailed site development plan on March 25, 2021. As of April 6, 2021, staff has received no communication in support or in opposition of the 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 Etiwe*

---

Philip F. Etiwe – Planning and Inspections Director



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST20-00011, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTION OF PARKING, LOT AREA, LOT WIDTH, LOT DEPTH, FRONT YARD SETBACK, AND CUMULATIVE FRONT & REAR YARD SETBACK ON THE PROPERTY DESCRIBED AS BEING THE WEST 47.47 FEET OF LOT 5, INDIAN TOWN SUBDIVISION, 9124 SAN FERNANDO COURT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, Rogelio Gaytan, has applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a reduction of parking, lot area, lot width, lot depth, front yard setback, and cumulative front & rear yard setback; and,

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

**WHEREAS**, the City Plan Commission has recommended approval of the subject Special Permit; and,

**WHEREAS**, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

**WHEREAS**, the City Council of the City of El Paso finds that the application conforms to all requirements of Sections 20.04.320 of the El Paso City Code.

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

1. That the property described as follows is in a R-4/H (RESIDENTIAL/HISTORIC) Zone District:

Being the west 47.47 feet of Lot 5, Indian Town Subdivision, 9124 San Fernando Court, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds on the attached **Exhibit “A”**; and,

2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a reduction of parking, lot area, lot width, lot depth, front yard setback, and cumulative front & rear yard setback; and,

3. That this Special Permit is issued subject to the development standards in the R-4/H (RESIDENTIAL/HISTORIC) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes; and,
4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST20-00011 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

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

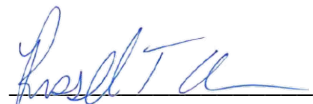
**THE CITY OF EL PASO**

**ATTEST:**

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

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

**APPROVED AS TO FORM:**



Russell Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



Philip F. Etiwe, Director  
Planning & Inspections Department

## AGREEMENT

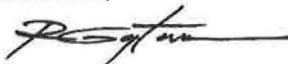
Rogelio Gaytan, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the R-4/H (RESIDENTIAL/HISTORIC) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 5th day of April, 2021.

Rogelio Gaytan:

By: Rogelio Gaytan, AIA, NCARB, Owner

(name/title)



(signature)

## ACKNOWLEDGMENT

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument is acknowledged before me on this 5th day of April, 2021, by Miriam Gonzalez, for Rogelio Gaytan, as Owner.

My Commission Expires: 07-23-2024



Notary Public, State of Texas

Notary's Printed or Typed Name:

Miriam Gonzalez



## PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.

El Paso, Texas 79927

Ph# (915) 222-5227

Being the west 47.47 of Lot 5,  
Indian Town Subdivision,  
City of El Paso, El Paso County, Texas  
March 9, 2021;

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being the west 47.47 feet of Lot 5, Indian Town Subdivision, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar at the common north corner of Tract 6-F-3 and Tract 6-F-4, thence, North 83°58'00" West a distance of 48.12 feet to a set 1/2" rebar with cap "6085" and the **"TRUE POINT OF BEGINNING"**.

Thence, **North 17°29'00" East** a distance of **69.68 feet** to a found 1/2" rebar at the southerly right of way of San Fernando Court (40' right of way);

Thence along said right of way, **South 72°31'00" East** a distance of **47.47 feet** to a point;

Thence leaving said right of way, **South 17°29'00" West** a distance of **60.07 feet** to a found nail on rock wall;

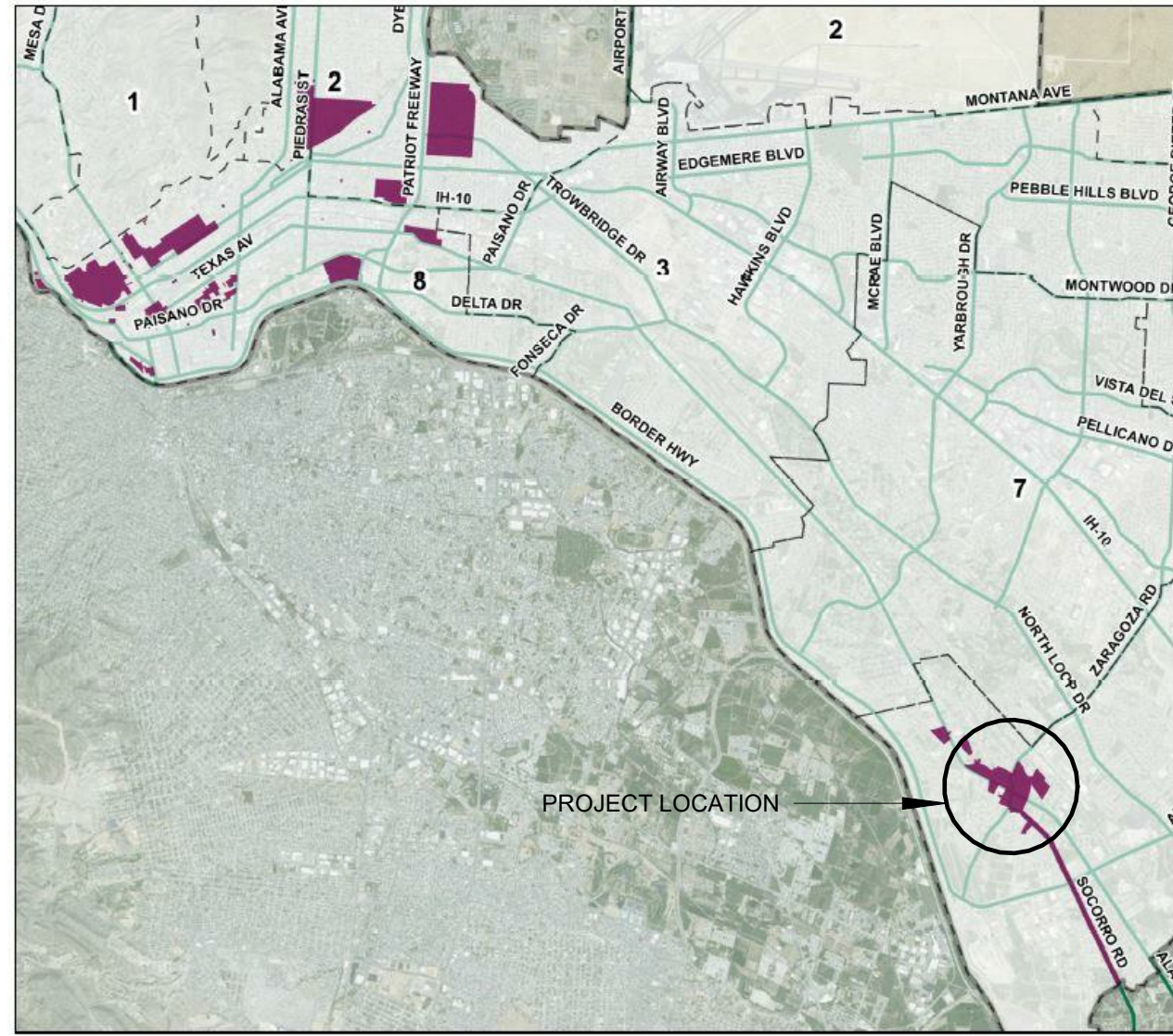
Thence, **North 83°58'00" West** a distance of **48.43 feet** to **"TRUE POINT OF BEGINNING"** and containing in all **3,080 square feet** or **0.0707 acres** of land more or less.

Jesus D. Ibarra, RPLS No. 6085

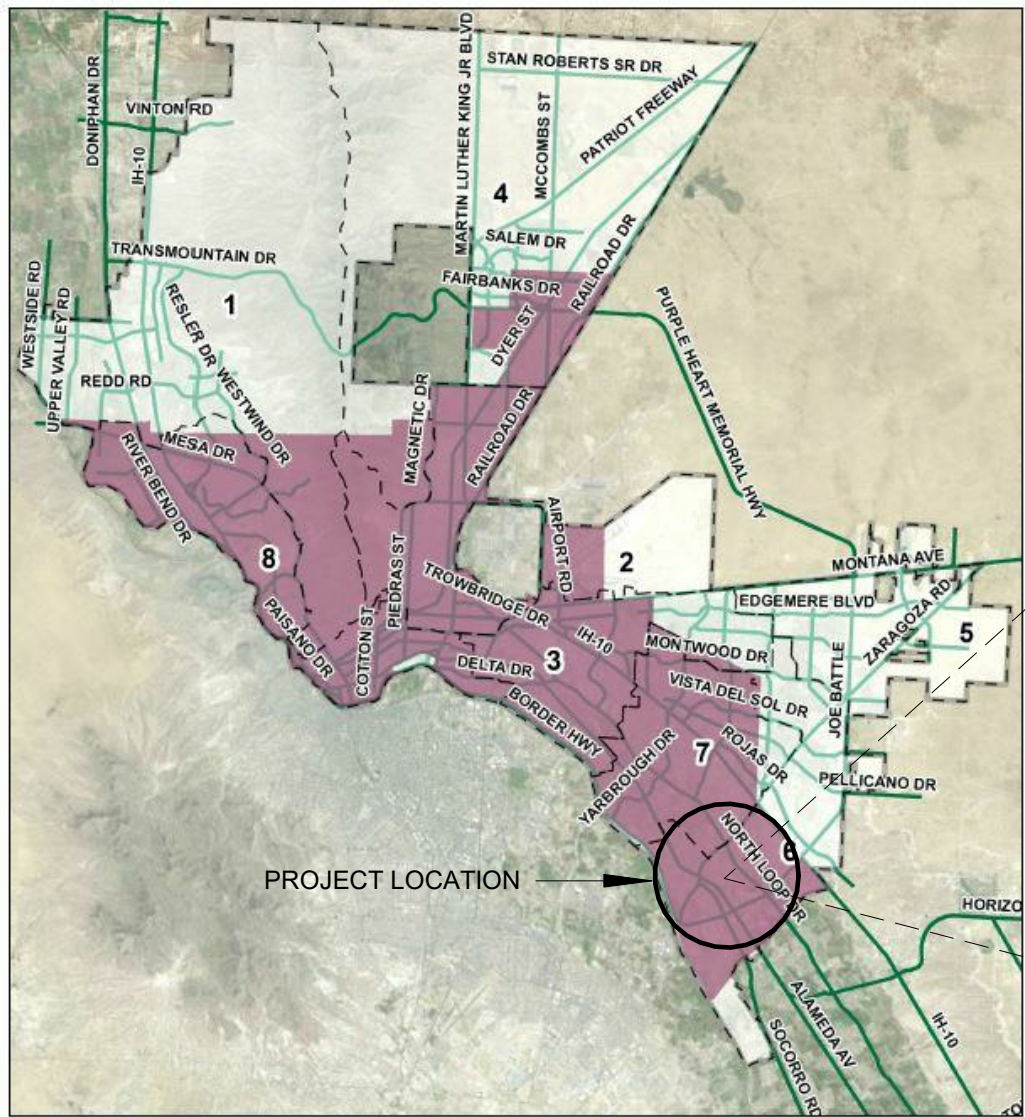
March 16, 2021



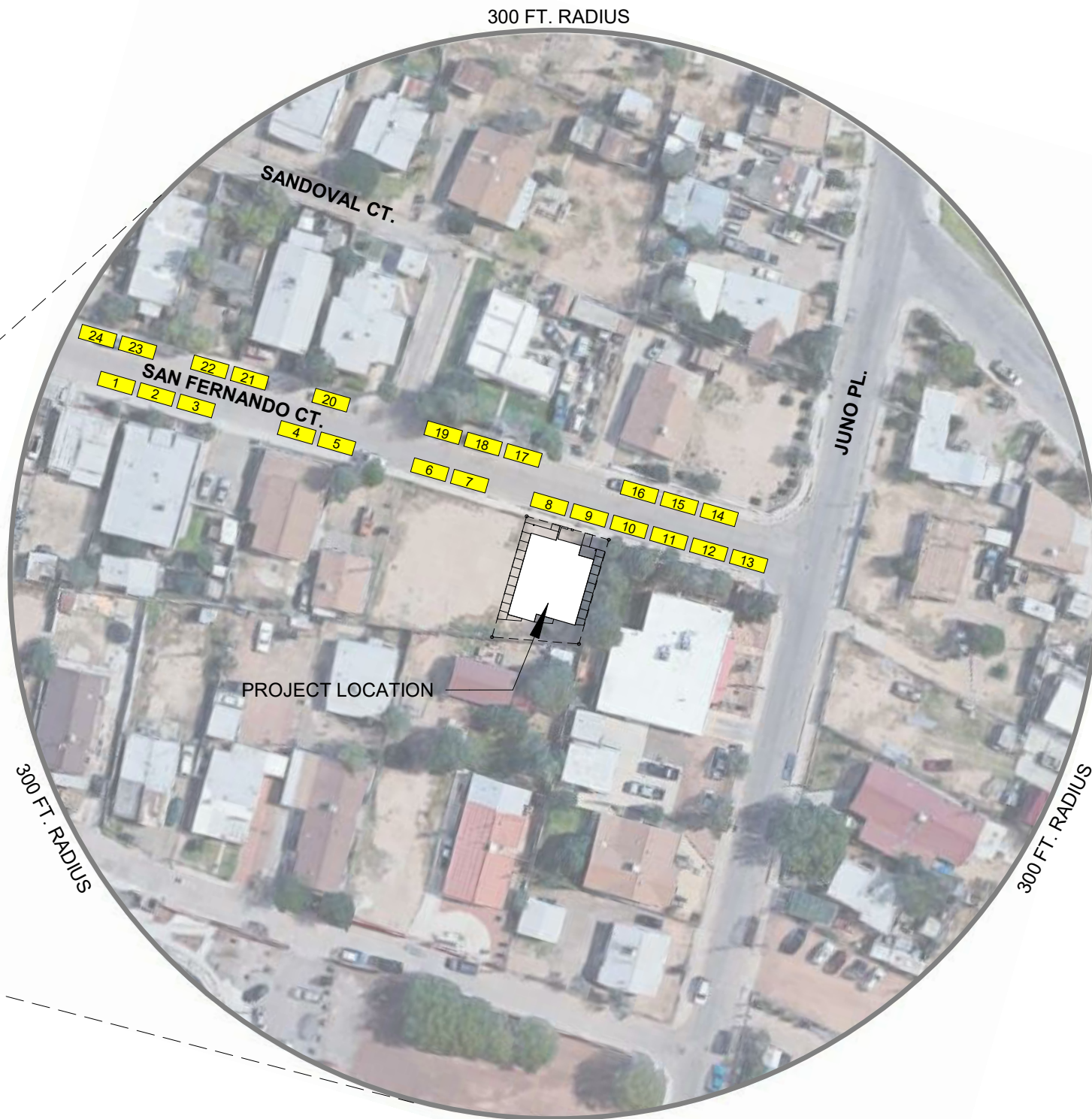




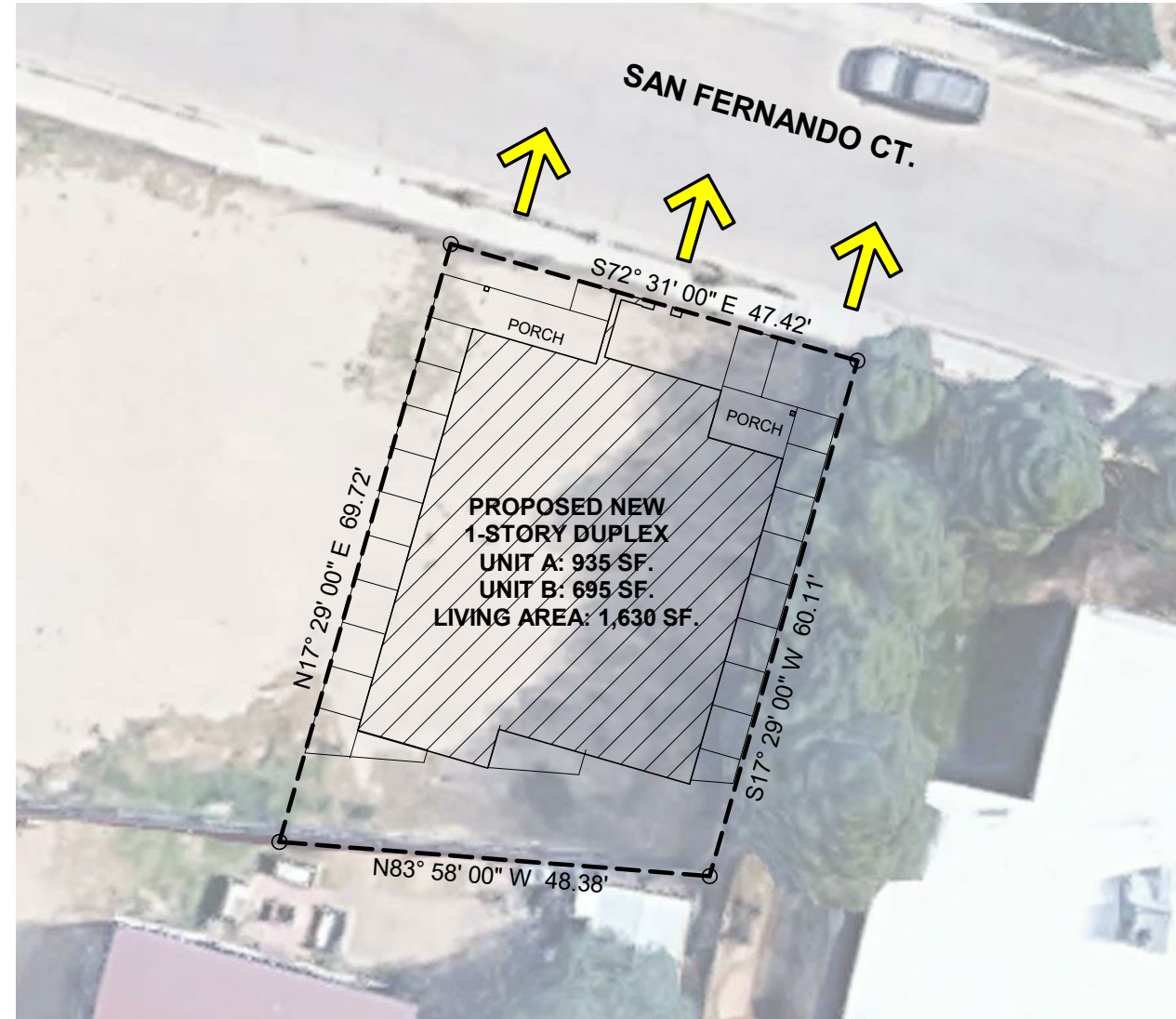
1.1 HISTORIC DISTRICT MAP  
NOT TO SCALE



1.2 AREAS ANNEXED PRIOR TO 1955  
NOT TO SCALE



2.1 PARKING STUDY  
1" = 80'-0"



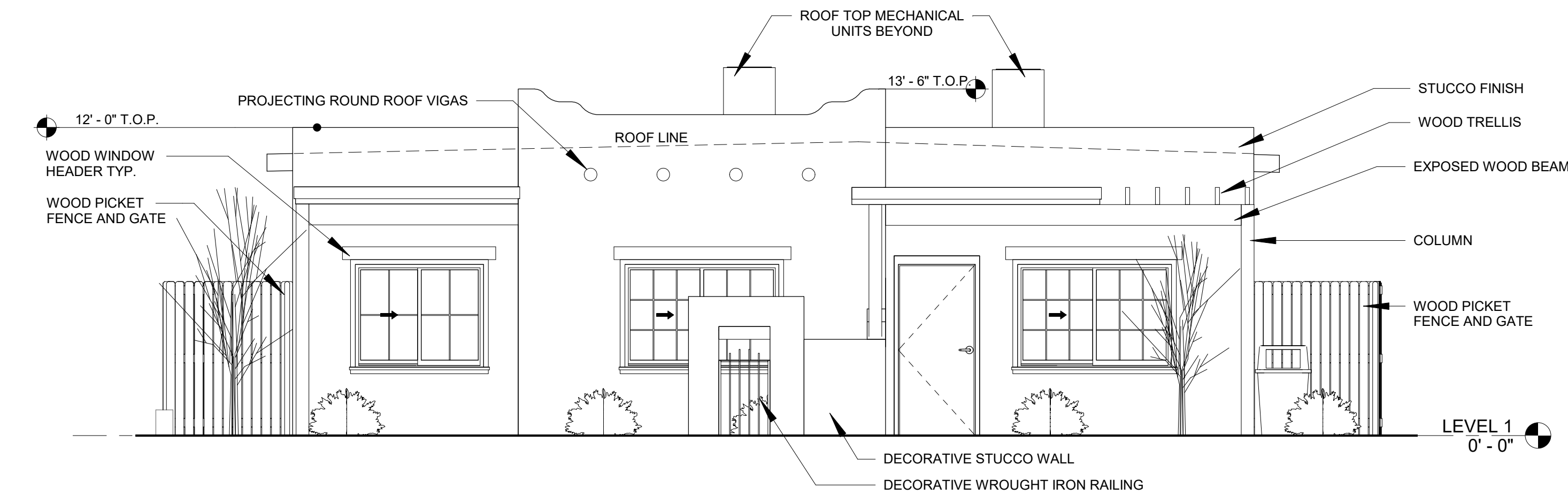
2.2 SETBACK PLAN  
1" = 20'-0"



2.3 SETBACK STUDY  
1" = 80'-0"



Consistent Setback- Diagram 2



3.1 NORTH ELEVATION (SAN FERNANDO CT.)  
1/4" = 1'-0"



3.2 AERIAL VIEW 2003  
NOT TO SCALE

PARKING REQUIRED: Duplex (Two-family Dwelling)- 2/dwelling unit. 4 Spaces Required

PARKING SURVEY (Thursday, January 14, 2021)													
TIME	7AM	8AM	9AM	10AM	11AM	12AM	1PM	2PM	3PM	4PM	5PM	6PM	7PM
AVAILABLE SPACES	19	20	20	20	20	20	20	20	20	20	18	19	19
AVERAGE AVAILABLE PARKING SPACE COUNT: 19 TOTAL ON-STREET PARKING SPACES: 24													

\*\*\*The parking survey was conducted on Thursday, January 14, 2021 from 7am to 7pm at every hour. This survey provides all on-street parking spaces within 300 feet of the proposed project.

#### PROJECT DATA

ADDRESS: 9124 San Fernando Ct. El Paso, Tx. 79907.  
CLASSIFICATION: Residential- Duplex (Two-family dwelling)  
CONSTRUCTION TYPE: V-B, Unsprinklered  
ZONING: R-4H  
-10' rear yard (min.)  
-10' side street yard (min.)  
-45' Cumulative front & rear yard (min.)  
-5' side yard (min.)

SIZE AND USE OF STRUCTURES, INCLUDING NUMBER OF DWELLING UNITS:  
1- Duplex consisting of:  
(1) 1-Bedroom unit (695 sq. ft.)  
(1) 2-Bedroom unit (935 sq. ft.)  
Total Area: 1,630 sq. ft.

LEGAL DESCRIPTION:  
Being the West 47.47 feet of Tract 5, Indian Town Subdivision, an Addition to the City of El Paso, El Paso County, Texas, According to the plat thereof filed in Volume 4, Page 9, El Paso County Plat Records.

#### INFILL DESIGN CRITERIA

##### LOCATION CRITERIA (MANDATORY REQUIREMENTS)

- 1.1 Any parcel of land designated within a historic district and developed in compliance with section 20.20.080. Property located in the Ysleta Historic District.
- 1.2 Any parcel of land annexed prior to 1955. Property located in land annexed prior 1955.

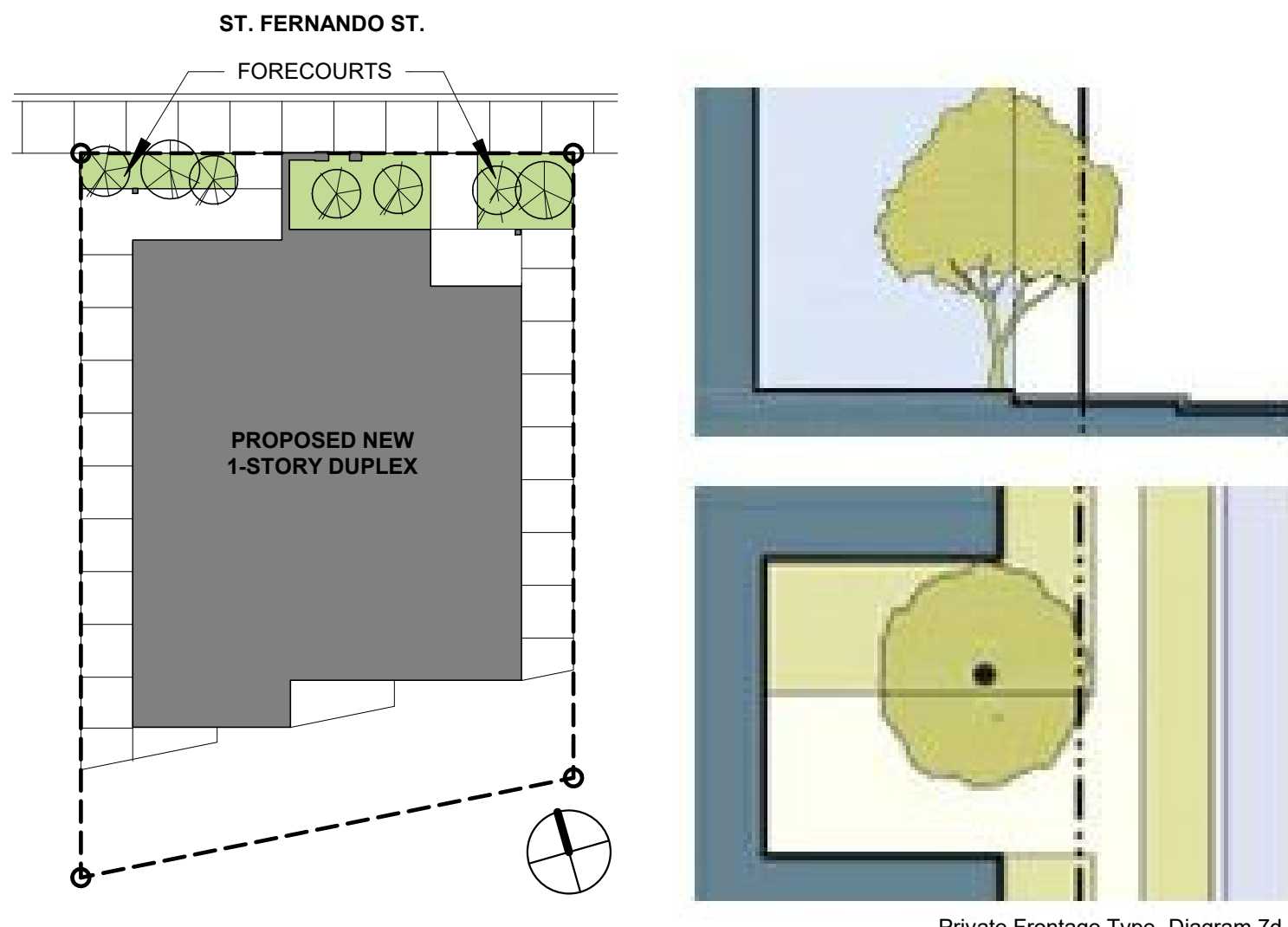
##### DESIGN CRITERIA (MANDATORY REQUIREMENTS)

- 2.1 Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway/or at the side of the property and screened in accordance with 21.50.070(F)(5). On-site surface parking shall not be located in the front yard. Applying for parking reduction due to limited area.
- 2.2 Buildings shall be placed on the parcel such that the principal orientation is toward the main street and the principal entrance is from the sidewalk. Building principal entrance and front facade oriented towards St. Fernando st.
- 2.3 For proposals abutting existing residential development the front building setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%. Front building setback on St. Fernando St. varies from 3'-0" - 20'-0" Averaging 7'-6". The proposed setback is of 7'-6". \*Approximate Front setbacks obtained from google maps.

PROPERTY ADDRESS	FRONT SETBACK
208 Candelaria St.	4 Feet
9104 San Fernando Ct.	20 Feet
9108 San Fernando Ct.	3 Feet
9112 San Fernando Ct.	6 Feet
9114 San Fernando Ct.	9 Feet
9116 San Fernando Ct.	8 Feet
9118 San Fernando Ct.	4 Feet
127 Juno Pl.	16 Feet
70 Ft. / 8 Properties: 8.75 ft. *15%= 1.31 ft.	
8.75 ft. - 1.31 ft. = 7.43' or 7' - 6"	

##### SELECTIVE DESIGN GUIDELINES

- The project shall demonstrate compliance with one of the architectural styles defined in the Community Design Manual of Plan El Paso.
- 3.1 The building's architectural style is Pueblo Style which characteristics include:  
-Flat Roof with parapet walls  
-Rounded corners  
-Projected wooden beams or "vigas" piercing walls  
-Stucco, earth-colored exterior finish  
-One-story building
- 3.2 For projects in residential districts the applicant shall demonstrate that the parcel has been vacant or underdeveloped for no less than 15 years. For purposes of this guideline only, underdeveloped shall be defined as parcels which do not meet the maximum density permitted in the base zoning district. Parcel has been vacant for more than 15 years as shown on a aerial from 2003.
- 3.3 For projects in residential districts the applicant shall demonstrate that a private frontage as described in 21.80, Table 7a through 7e is proposed. Forecourt: A frontage wherein a portion of the façade is close to the frontage line and the central portion is set back. The forecourt created is suitable for vehicular drop-offs. This type should be allocated in conjunction with other frontage types. Large trees within the forecourts may overhang the sidewalks.



3.3 FORECOURT  
NOT TO SCALE



ROGELIO GAYTAN  
9279 LEONARDO AVE.  
EL PASO, TEXAS 79907  
TEL. 915.329.6188  
designfracto@gmail.com

# SAN FERNANDO RESIDENTIAL DUPLEX

9124 SAN FERNANDO CT. EL PASO, TEXAS. 79907



2020-01

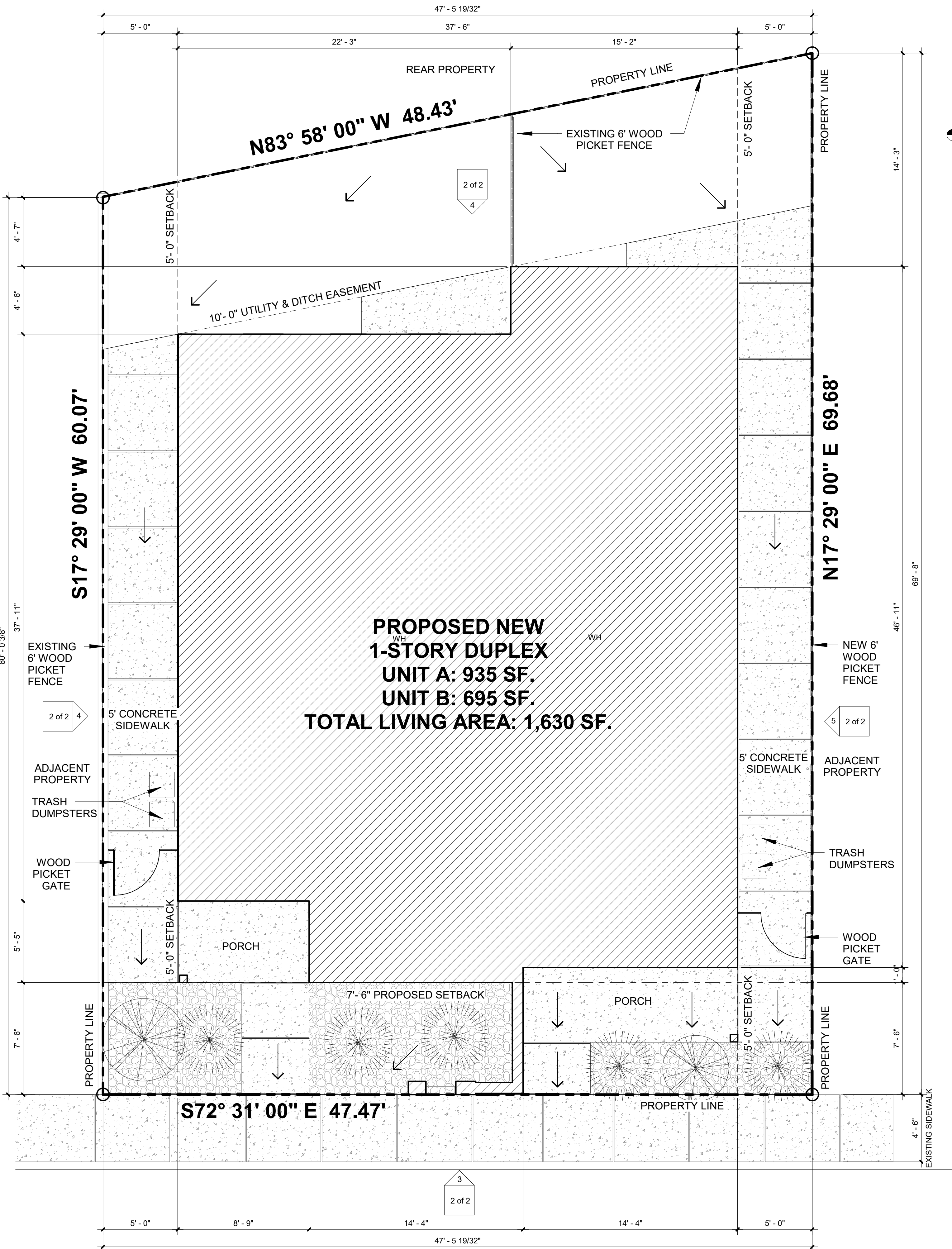
REVISIONS:		
NO.	REV.	DATE
02	REVISION 2	03-08-2021

SHEET:

DETAILED SITE  
DEVELOPMENT PLAN

SHEET NUMBER:

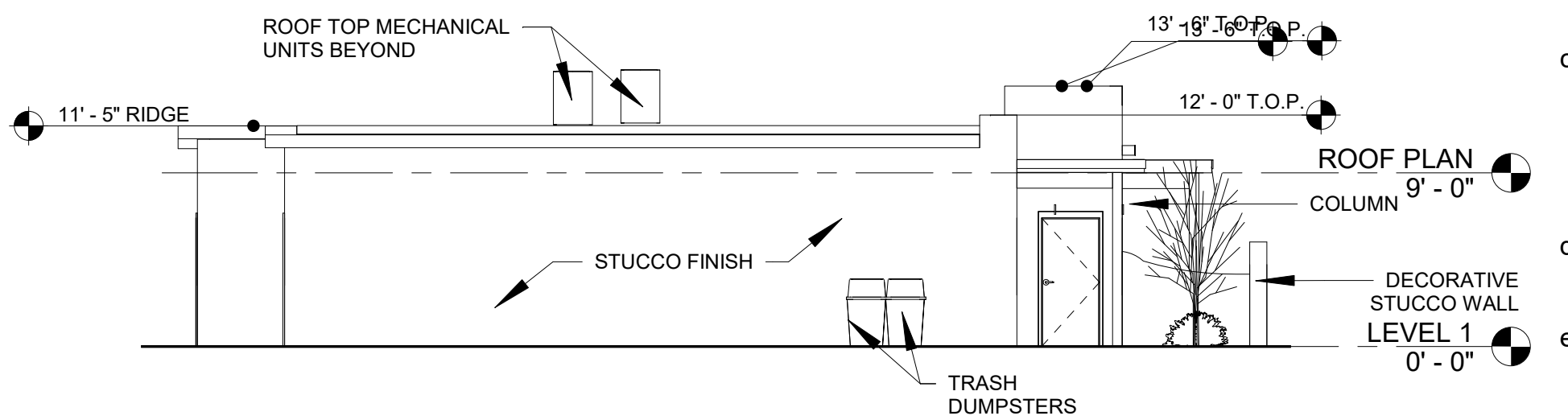




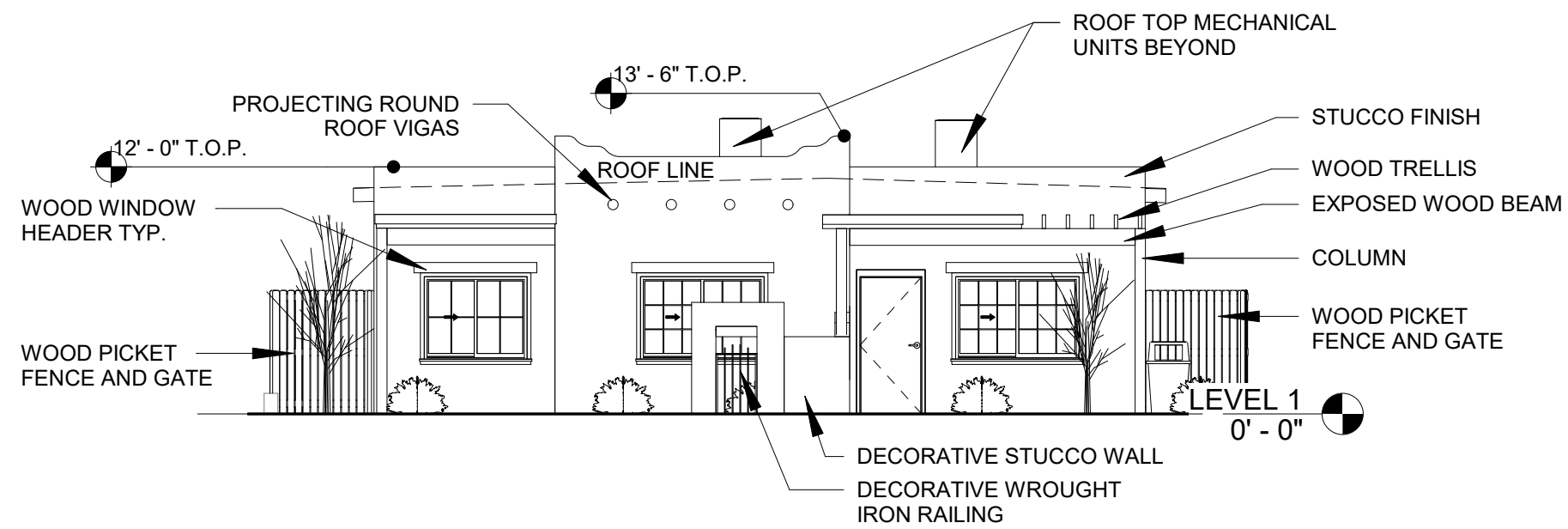
1 SITE PLAN  
1/4" = 1'-0"

**LEGEND**

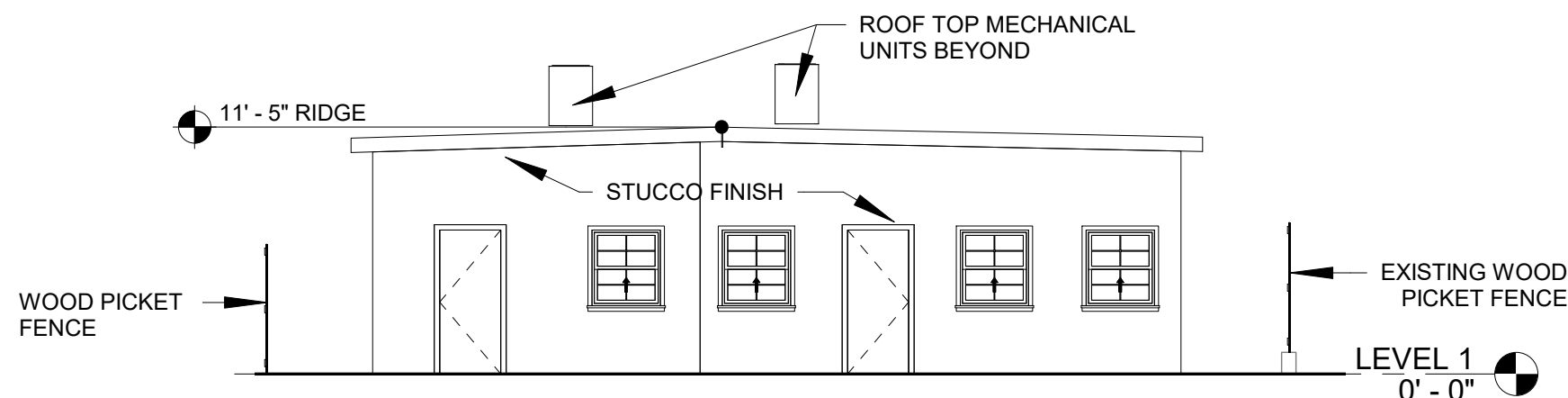
→ STORM WATER DIRECTION



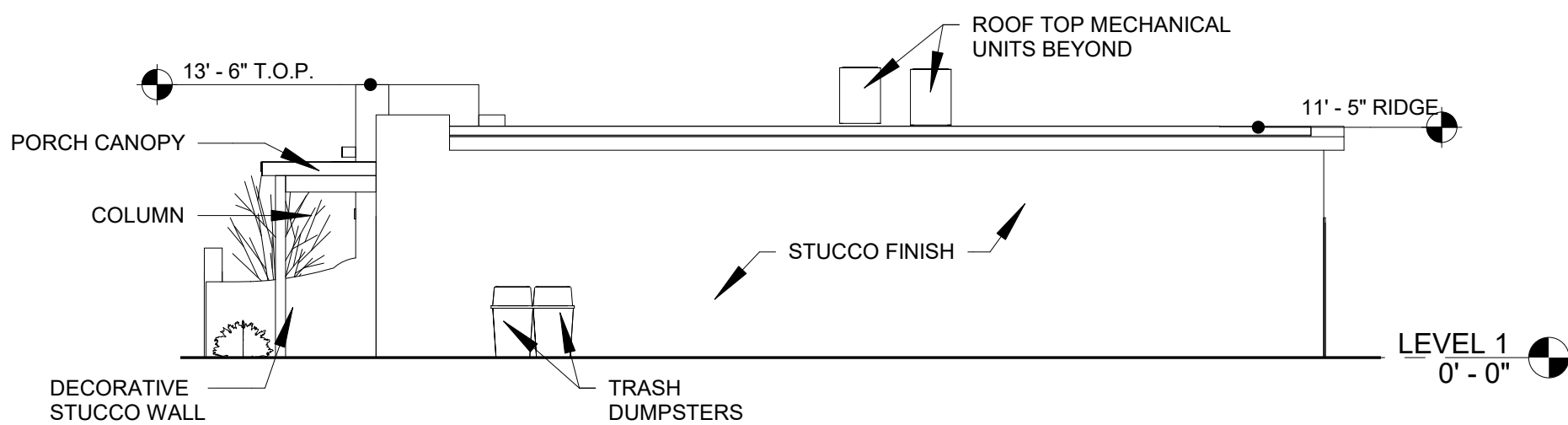
2 EAST ELEVATION  
1/8" = 1'-0"



3 NORTH ELEVATION (SAN FERNANDO CT.)  
1/8" = 1'-0"



4 SOUTH ELEVATION  
1/8" = 1'-0"



5 WEST ELEVATION  
1/8" = 1'-0"

- a. Legal description of the property.  
**Being the West 47.47 feet of Tract 5, Indian Town Subdivision, an Addition to the City of El Paso, El Paso County, Texas, According to the plat thereof filed in Volume 4, Page 9, El Paso County Plat Records.**
- b. Location and arrangement of structures.  
**On Site Plan. See drawing.**
- c. Size and use of structures, including number of dwelling units.  
**1- Duplex consisting of:**  
**(1) 1-Bedroom unit (695 sq. ft.)**  
**(1) 2-Bedroom unit (935 sq. ft.)**  
**Total Area: 1,630sq. ft.**
- d. Lot lines with dimensions of the areas.  
**On Site Plan. See drawing.**
- e. Required yards and setbacks.  
**R-4H zoning (Two-Family dwelling)**  
**-10' rear yard (min.)**  
**-10' side street yard (min.)**  
**-45' Cumulative front & rear yard (min.)**  
**-5' side yard (min.)**  
**-Front yard on St. Fernando Street varies from 3'-0"- 20'-0".**  
**-Actual Average front yard: 7'- 6"**  
**-Proposed front yard 7'- 6"**  
**-Applying for Cumulative Setback Reduction on Special Permit Application for Infill Development.**
- f. Landscaped planted areas, where applicable.  
**On Site Plan. See drawing.**
- g. Open spaces, where applicable;  
**On Site Plan. See drawing.**
- h. Curb cuts and driveways.  
**N/A. Applying for parking reduction.**
- i. Pedestrian ways and sidewalks.  
**On Site Plan. See drawing.**
- j. Parking calculation table,  
**Applying for parking Reduction.**
- |                | REQUIRED         | PROPOSED |
|----------------|------------------|----------|
| 1-BEDROOM UNIT | 2 PARKING SPACES | 0        |
| 2-BEDROOM UNIT | 2 PARKING SPACES | 0        |
- k. On-site parking areas, loading / unloading berths where applicable, number and size of on-site parking spaces (including accessible spaces, lighting of parking areas and bicycle spaces)  
**N/A**
- l. Storm water drainage.  
**On Site Plan. See drawing.**
- m. Retaining walls, where applicable.  
**N/A**
- n. Screening walls or fences, where required.  
**On Site Plan. See drawing.**
- o. Utility rights-of-way and easements.  
**On Site Plan. See drawing.**
- p. Architectural design of buildings (and side elevations).  
**See Elevation drawings.**
- q. Show placement of trash dumpster receptacles.  
**On Site Plan. See drawing.**



**ROGELIO GAYTAN**  
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# SAN FERNANDO RESIDENTIAL DUPLEX

9124 SAN FERNANDO CT. EL PASO, TEXAS. 79907



2020-01

REVISIONS:		
NO.	REV.	DATE
02	REVISION 2	03-08-2021

SHEET:

DETAILED SITE  
DEVELOPMENT PLAN

SHEET NUMBER:

2 of 2



# 9124 San Fernando

City Plan Commission — March 25, 2021 **REVISED**



<b>CASE NUMBER:</b>	<b>PZST20-00011</b>
<b>CASE MANAGER:</b>	Luis Zamora, (915)212-1552, ZamoraLF@elpasotexas.gov
<b>PROPERTY OWNER:</b>	Rogelio Gaytan
<b>REPRESENTATIVE:</b>	Rogelio Gaytan
<b>LOCATION:</b>	9124 San Fernando Ct. (District 6)
<b>PROPERTY AREA:</b>	0.07 acres
<b>EXISTING ZONING:</b>	R-4/h (Residential/historic)
<b>REQUEST:</b>	Special Permit for Infill Development
<b>RELATED APPLICATIONS:</b>	PHAP20-00039 Certificate of Appropriateness
<b>PUBLIC INPUT:</b>	No support or opposition received as of March 18, 2021

**SUMMARY OF REQUEST:** The applicant is requesting approval of a Special Permit for Infill development with reductions of parking, lot area, lot width, lot depth, front yard setback, and reduction of cumulative front and rear yard setback to allow a proposed duplex.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the special permit request. The proposed duplex development complies with El Paso City Code 20.10.280 Infill Development, and 20.04.320 – Special permit approvals. The special permit request is compatible with the surrounding neighborhood and meets the intent of the G-3, Post-war land use designation of *Plan El Paso*, the City's Comprehensive Plan.



Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting approval of a special permit for infill development with reductions of parking, lot area, lot width, lot depth, front yard setback, and reduction of cumulative front and rear yard setback to allow a proposed duplex. The detailed site development plan demonstrates compliance with El Paso City Code Section 20.10.280 (Infill Development).

Shown below, we have the minimum requirements for a duplex in the R-4 (Residential) zone district as well as the proposed modifications.

	REQUIRED	PROPOSED
Lot area (min)	7,000 sq. ft.	3,080 sq. ft.
Lot width (min)	70 ft.	47.48 ft.
Lot depth (min)	90 ft.	64.88 ft.
Front yard setback	10 ft.	7.5 ft.
Rear yard setback	10 ft.	10 ft.
Cumulative front and rear yard setback	45 ft.	17.5 ft.
Side yard setback	5 ft.	5 ft.
On-site parking spaces	4 spaces	0 spaces

The proposed duplex requires four (4) on-site parking spaces, with zero (0) parking spaces being proposed and a 100% parking reduction being requested through the special permit. A parking study was submitted that shows a total of twenty-four (24) parking spaces with an average of nineteen (19) parking spaces available within a 300 feet radius during a 7:00 am thru 7:00 pm week day to serve the proposed use. There are existing Sun Metro transit facilities within 1,000 feet of the subject property to serve the property.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
Criteria	Does the Request Comply?
<b>Location Criteria:</b> An infill development may be located on any parcel of land which meets at least one of the location criteria.	<b>Yes.</b> The property meets two (2) of the criteria. It is located within the Ysleta Historic District, and it also lies within an existing subdivision platted in 1951 and annexed prior to 1955.
<b>Mandatory Design Requirement 1.1:</b> Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50.070.F5.	<b>Not applicable.</b> There is no parking proposed on the subject property.
<b>Mandatory Design Requirement 1.2:</b> Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	<b>Yes.</b> The proposed duplex principal entrances and front façade is oriented towards San Fernando Court with access from the sidewalk.
<b>Mandatory Design Requirement 1.3:</b> For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	<b>Yes.</b> The proposed front yard setback is 7.5', which is within the 15% margin of the 8.75' front yard setback average of the neighboring properties.
<b>Selective Design Requirement 2.6:</b> The project shall demonstrate compliance with one of the architectural styles defined in the Community Design Manual of Plan El Paso.	<b>Yes.</b> The proposed duplex complies with this requirement. The architectural style for the development is the Pueblo Style.
<b>Selective Design Requirement 2.10:</b> For projects in residential districts, the applicant shall demonstrate that the parcel has been vacant or underdeveloped for no less than 15 years. For purposes of this guideline only, underdeveloped shall be defined as parcels which	<b>Yes.</b> The property has been vacant for more than 15 years.



**COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)**

do not meet the maximum density permitted in the base zoning district.	
<b>Selective Design Requirement 2.11:</b> For projects in residential districts the applicant shall demonstrate that a private frontage as described in 21.80, Table 7a through 7e is proposed.	<b>Yes.</b> The proposed duplex includes a forecourt design that includes trees with frontage to San Fernando Court.

**COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE 20.04.320.D)**

Criteria	Does the Request Comply?
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	<b>Yes.</b> The special permit request is for Infill construction with 100% reduction of parking, reduction of lot area, reduction of lot width, reduction of depth, reduction of front yard setback, and reduction of cumulative front and rear yard setback. The proposed development complies with all other applicable zoning requirements.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	<b>Yes.</b> The proposed duplex development supplements the limited housing stock of the area.
3. Adequately served by and will not impose an undue burden upon public improvements.	<b>Yes.</b> The subject property fronts onto San Fernando Court, a local road. A parking study was conducted which indicates that there is enough on-street parking available to serve the proposed use.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	<b>N/A.</b> No negative impact on adjacent property is anticipated from development of a proposed duplex.
5. The design of the proposed development mitigates substantial environmental problems.	<b>N/A.</b> There are no known environmental problems in the area that require mitigation.
6. The proposed development provides adequate landscaping and/or screening where needed.	<b>Yes.</b> The proposed duplex complies with the El Paso City Code Chapter 18.46 (Landscape).
7. The proposed development is compatible with adjacent structures and uses.	<b>Yes.</b> The subject property is located within an established neighborhood. The surrounding area consists of single-family dwellings. Furthermore, the use of duplex is allowed in the R-4 (Residential) district.
8. The proposed development is not materially detrimental to the property adjacent to the site.	<b>N/A.</b> No impact on adjacent property is anticipated.

**COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:**

Criteria	Does the Request Comply?
<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-3, Post-war:</b> This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<b>Yes.</b> The proposed duplex development supplements the limited housing stock of the area and is in conformance with the G-3 Post-war land use designation of <i>Plan El Paso</i> .

<b>COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS &amp; POLICIES – When evaluating whether a proposed special permit 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>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>R-4 (Residential) District:</b> The purpose of the district is to promote and preserve residential development within the City to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the district will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p><b>Yes.</b> The proposed use of duplex is permitted by right within the R-4 (Residential) district and is compatible with surrounding properties.</p>
<b>THE PROPOSED PROJECT'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>The subject property is within the Ysleta Historic District and has been issued a Certificate of Appropriateness by the Historic Landmark Commission</p>
<p><b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>No adverse effects are anticipated.</p>
<p><b>Natural Environment:</b> Anticipated effects on the natural environment.</p>	<p>There are no anticipated effects on the natural environment.</p>
<p><b>Stability:</b> Whether the area is stable or in transition.</p>	<p>The area is stable and consist in single-family dwellings.</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>The proposed development will keep the existing zoning district.</p>

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property abuts San Fernando Street, a local road. There is no vehicular access proposed on the lot. A parking study conducted demonstrated that there are enough available on-street parking spaces to serve the property. The existing infrastructure and services are adequate to serve the proposed development.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property lies within the boundaries of Corridor 20 Civic Association and Mission Valley Civic Association, who were notified by the applicant of the special permit request. Notices were also provided to all property owners within 300 feet of the subject property on March 9, 2021. As of March 18, 2021, no communication in favor or in opposition has been received.

**RELATED APPLICATIONS:** On November 16, 2020, the Historic Landmark Commission issued a Certificate of Appropriateness for 9124 San Fernando Street (PHAP20-00039) for new construction of a one-story duplex.

### **CITY PLAN COMMISSION OPTIONS:**

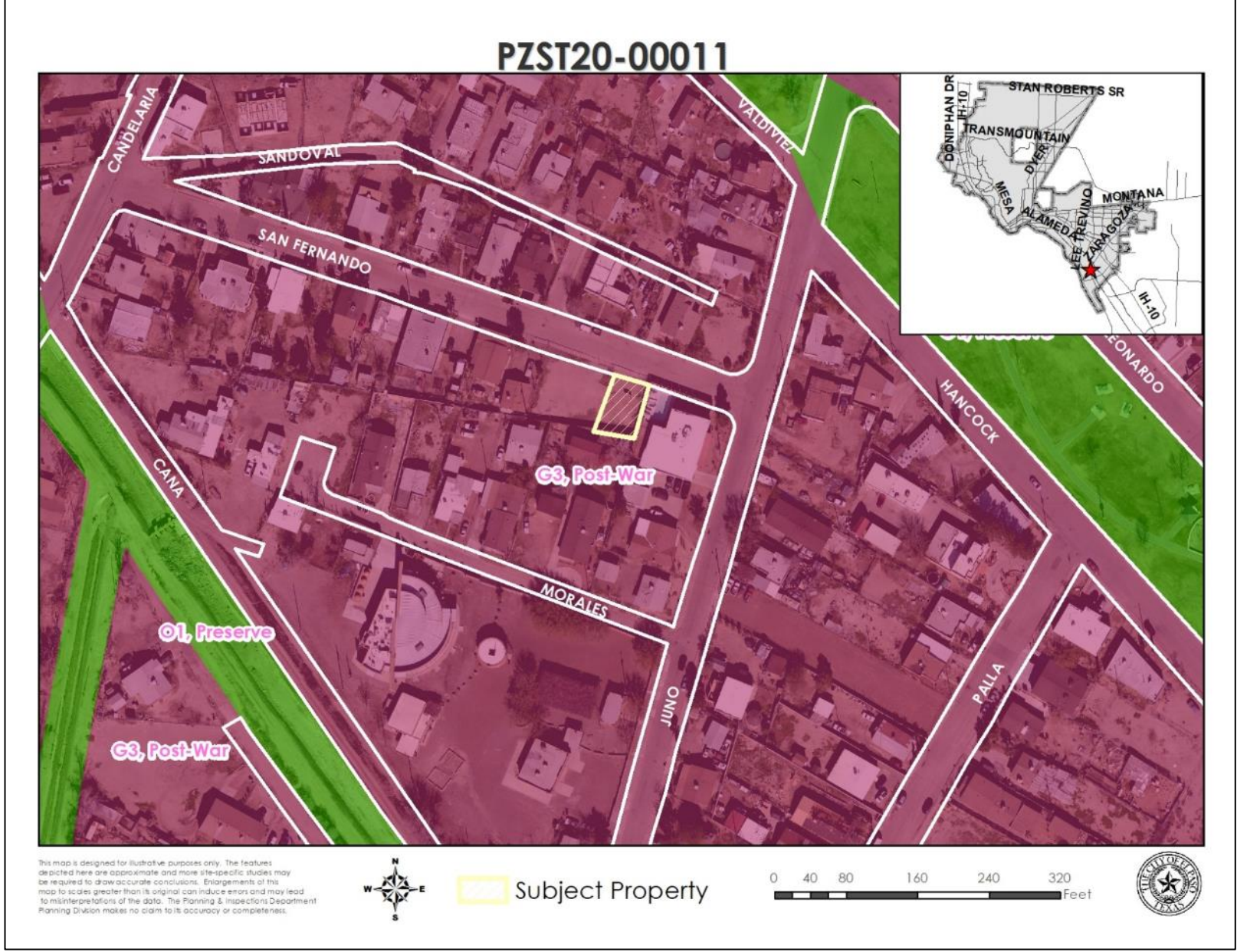
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

### **ATTACHMENTS:**

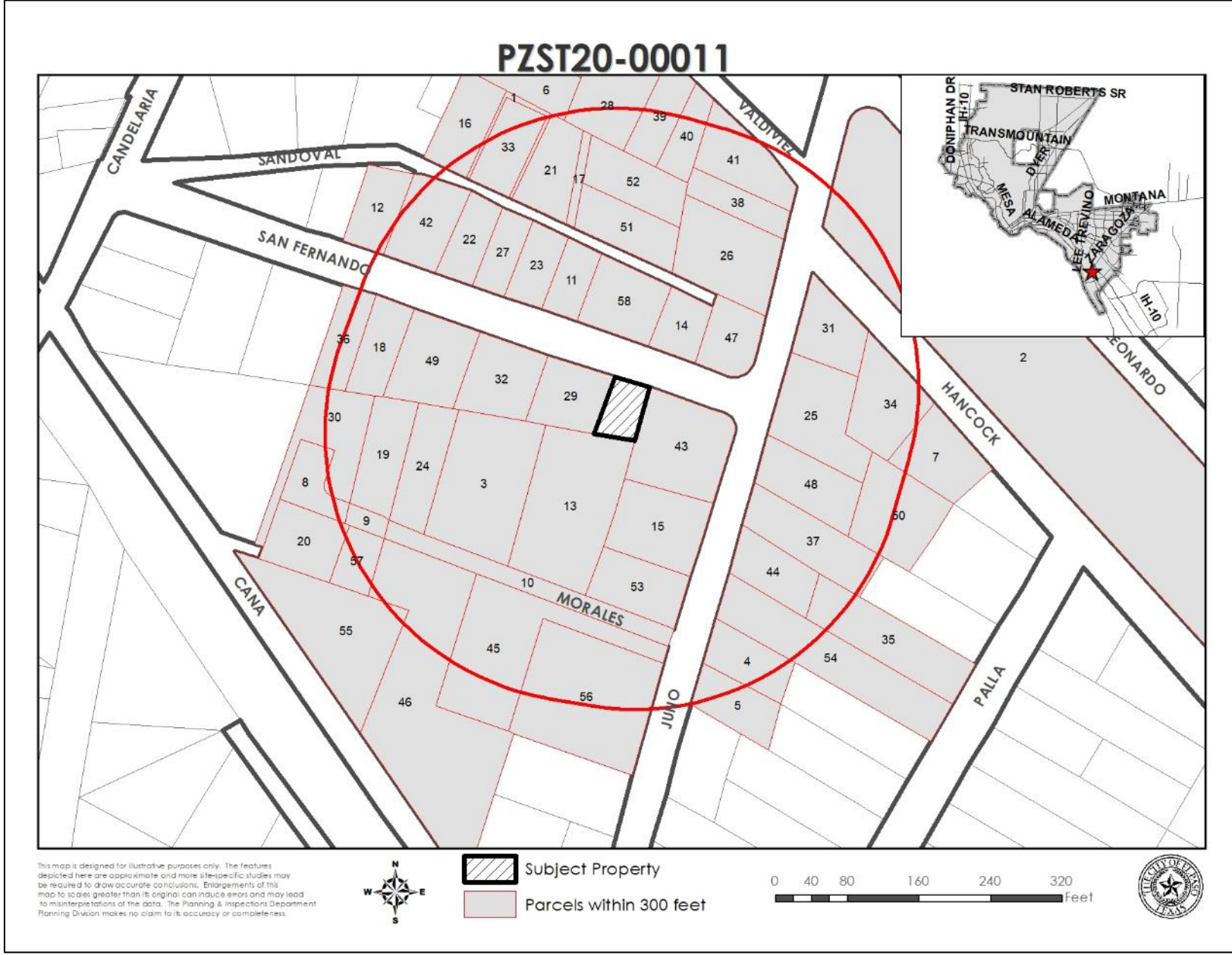
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Detailed Site Plan
4. Parking study
5. Department Comments

# ATTACHMENT 1

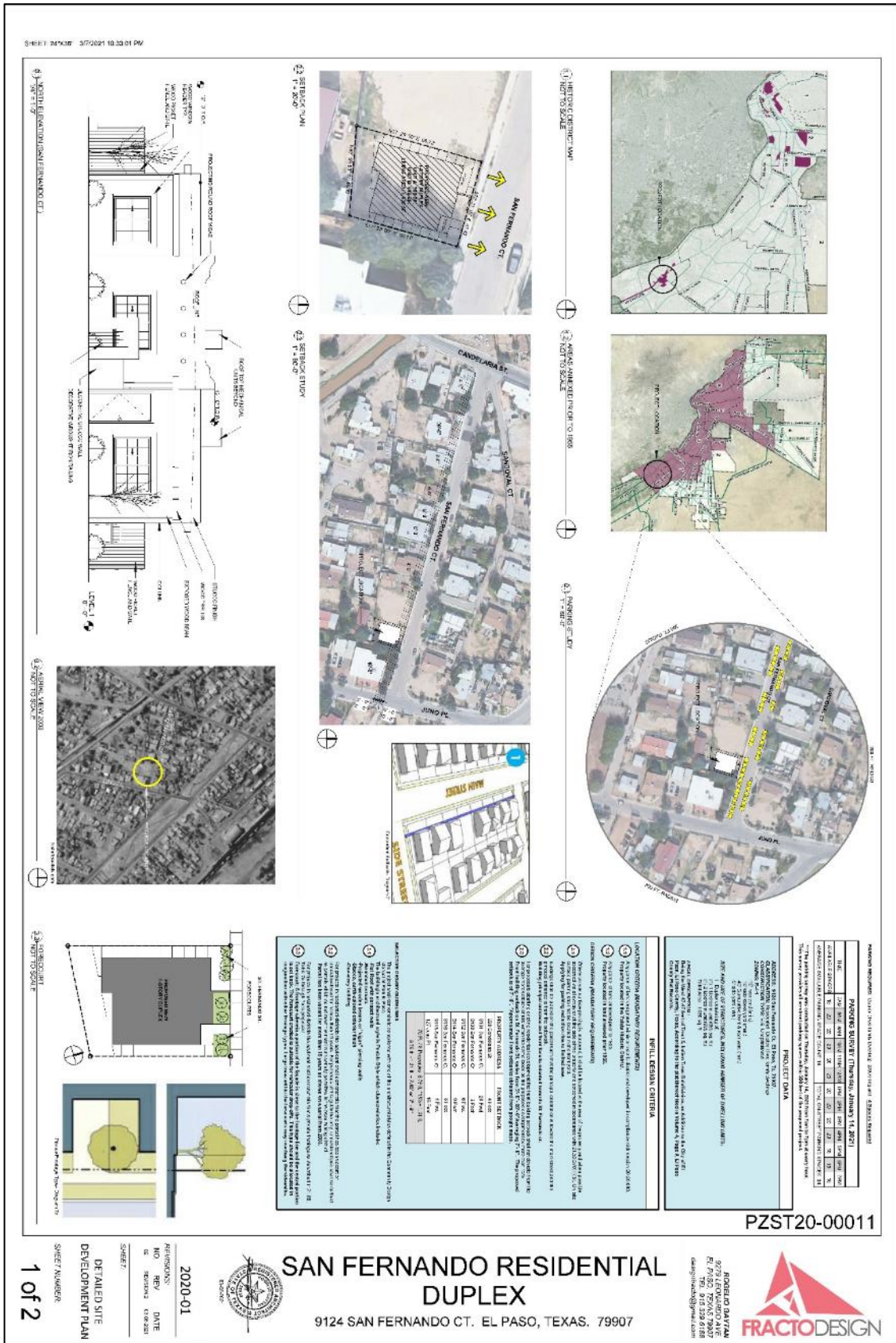




# ATTACHMENT 2



## ATTACHMENT 3







# ATTACHMENT 4



2.1 PARKING STUDY  
1" = 80'-0"



**PARKING REQUIRED:** Duplex (Two-family Dwelling)- 2/dwelling unit. **4 Spaces Required**

## PARKING SURVEY (Thursday, January 14, 2021)

TIME	7AM	8AM	9AM	10AM	11AM	12AM	1PM	2PM	3PM	4PM	5PM	6PM	7PM
AVAILABLE SPACES	19	20	20	20	20	20	20	20	20	20	18	19	19
AVERAGE AVAILABLE PARKING SPACE COUNT: 19							TOTAL ON-STREET PARKING SPACES: 24						

\*\*\*The parking survey was conducted on Thursday, January 14, 2021 from 7am to 7pm at every hour. This survey provides all on-street parking spaces within 300 feet of the proposed project.



# **ATTACHMENT 5**

## **Planning and Inspections Department - Planning Division**

No objections.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

Recommend approval.

## **Planning and Inspections Department - Historic Preservation Division**

Please contact the Historic Preservation officer regarding any changes made.

## **Planning and Inspections Department – Land Development**

1. No objections to proposed special permit request.
2. The code encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within landscaping areas, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

## **Fire Department**

No adverse comments.

## **Police Department**

No comments.

## **Environment Services**

No comments received.

## **Streets and Maintenance Department**

No comments.

## **Sun Metro**

No objections. Applicant has been sent letter from Sun Metro Director regarding mass transit system route.

## **El Paso Water Utilities**

EPWater does not object to this request.

## **Water:**

There is an existing 6-inch diameter water main extending along San Fernando Court located approximately 32-feet north of the property. This water main is available for service.

EPWater records indicate there is one (1) vacant service. The address associated to the vacant service is 9124 San Fernando Court.

Previous water pressure from fire hydrant #2859 located at northwest corner of Juno Place and San Fernando Court, has yielded a static pressure of 98 psi, a residual pressure of 86 psi, and a discharge of 1,501 gallons per minute. The owner should, for his own protection and at his own expense, install at the

discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

**Sanitary Sewer:**

There is an existing 8-inch diameter sanitary sewer main extending along San Fernando Court located approximately 15-feet north of the property. This sanitary sewer main is available for service.

**General:**

EPWater requires a new service application to provide additional services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

**Stormwater:**

As per Municipal Code: new developments and redevelopments are required to maintain the 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.

**Texas Department of Transportation**

Proposed development is not abutting TxDOT right of way.

**El Paso County Water Improvement District #1**

EPCWID has no objections or comments



Legislation Text

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**File #: 21-410, Version: 1**

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

**District 8**

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

**PUBLIC HEARING DATE:** 5/11/2021

**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 Lot 27, Block 1, Alto Mesa Unit 5, 6700 N. Mesa Street, City of El Paso, El Paso County, Texas from P-C (Planned Commercial) to C-2 (Commercial). The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 6700 N. Mesa Street  
Applicants: Weststar Bank  
PZRZ21-00002

**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 the subject property from P-C (Planned Commercial) to C-2 (Commercial) to allow for a commercial development. City Plan Commission recommended 6-0 to approve the proposed rezoning on March 11, 2021. As of April 2, 2021, the Planning Division has not received any communication 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:** April 13, 2021

**PUBLIC HEARING DATE:** May 11, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Andrew Salloum, (915) 212-1603

**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 changing the zoning of Lot 27, Block 1, Alto Mesa Unit 5, 6700 N. Mesa Street, City of El Paso, El Paso County, Texas from P-C (Planned Commercial) to C-2 (Commercial). The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 6700 N. Mesa Street  
Applicants: Weststar Bank  
PZRZ21-00002

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone the subject property from P-C (Planned Commercial) to C-2 (Commercial) to allow for a commercial development. City Plan Commission recommended 6-0 to approve the proposed rezoning on March 11, 2021. As of April 2, 2021, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

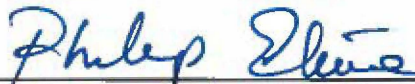
**AMOUNT AND SOURCE OF FUNDING:**

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 LOT 27, BLOCK 1, ALTO MESA UNIT 5, 6700 N. MESA STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM P-C (PLANNED COMMERCIAL) TO C-2 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **Lot 27, Block 1, Alto Mesa Unit 5, 6700 N. Mesa Street** located in the City of El Paso, El Paso County, Texas, be changed from **P-C (Planned Commercial)** to **C-2 (Commercial)**, 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:**

\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department



# 6700 N. Mesa Street

City Plan Commission — March 11, 2021

REZONING



**CASE NUMBER:** PZRZ21-00002  
**CASE MANAGER:** Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov  
**PROPERTY OWNER:** Weststar Bank  
**REPRESENTATIVE:** H2O Terra  
**LOCATION:** 6700 N. Mesa Street (District 8)  
**PROPERTY AREA:** 2.52 acres  
**REQUEST:** Rezone from P-C (Planned Commercial) to C-2 (Commercial)  
**RELATED APPLICATIONS:** None  
**PUBLIC INPUT:** None

**SUMMARY OF REQUEST:** The applicant is requesting to rezone from P-C (Planned Commercial) to C-2 (Commercial) to allow for a commercial development.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the request. The recommendation is based on the compatibility of the proposed zoning district with the surrounding residential and light commercial districts in the immediate area. It is also based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan.

## PZRZ21-00002

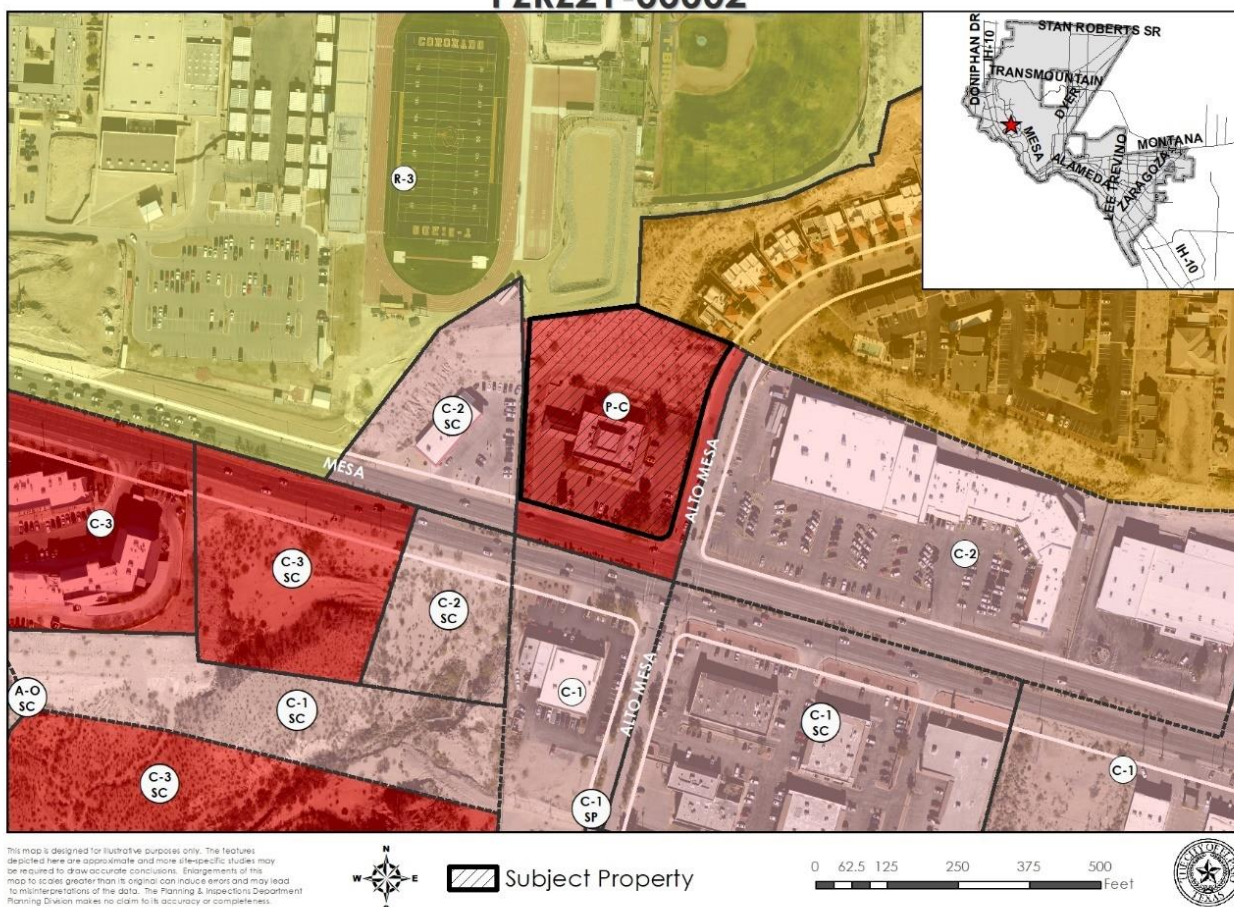


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from P-C (Planned Commercial) to C-2 (Commercial) to allow for a commercial development. This change will allow for the subject property to have similar zoning and permissibility to existing commercially zoned properties along Mesa Street. No development changes are proposed. The detailed site plan shows the existing bank building. Access to the subject property is provided from N. Mesa Street and Alto Mesa Drive.

**PREVIOUS CASE HISTORY:** On March 3, 2021, Open Space Advisory Board (OSAB) recommended approval of the rezoning request.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed district is consistent with the surrounding community commercial districts in the immediate area, and meet the established character of the neighborhood surrounding the subject property. Furthermore, the proposed development meets the intent of the G-4, Suburban (Walkable) use designation of *Plan El Paso* in the Northwest planning area.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/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 (Walkable):</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 developments meet the intent of the G-4, Suburban (Walkable) Future Land Use designation of <i>Plan El Paso</i>. The existing development is adjacent to commercial and residential zones and uses, and contributes to the commercial uses provided to surrounding commercial neighborhoods within the area of the existing commercial lot and potentially reduces travel and infrastructure needs.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-2 (Commercial) District:</b> The purpose of these districts is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes, the proposed commercial development is consistent with residential and light commercial uses in the neighborhood. Commercial uses are common and appropriate in this sector. The surrounding properties are zoned R-3 (residential), and P-R II (Planned Residential II), to the north and C-2 (Commercial) to the east and west of the subject property along N. Mesa Street. On the south side of N. Mesa Street, properties are zoned C-1 (Commercial), C-2 (Commercial) and C-3 (Commercial). The surrounding area uses vary from neighborhood commercial shopping center, medical offices, restaurants, retails and minor motor vehicle repair.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes, the property is located on N. Mesa Street which is classified as a major arterial roadway on the City of El Paso's Major Thoroughfare Plan. The property is mid-block, but is the only property on its block of N. Mesa Street with its present P-C (Planned Commercial Zoning). The requested district is the same as its immediate neighbors to the east and west.</p>



<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>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. The proposed development is not within any historic districts or study area plan boundaries.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. No changes are proposed and the existing development matches development immediately surrounding the subject property.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The proposed rezoning does not involve greenfield/environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing residential, neighborhood commercial and community commercial zoning and uses of the surrounding properties.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within a newer subdivision that is considered stable. The established neighborhood is comprised of a regional shopping center, and minor motor vehicle repair, restaurant, and retail uses. There have been no recent rezoning requests for this area.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property borders Mesa Street and Alto Mesa Drive, which are designated a major arterial and local respectively as per the City of El Paso’s Major Thoroughfare Plan. Access is proposed from Mesa Street and Alto Mesa Drive. It is adequate to serve the development.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No objections to the proposed rezoning. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

**PUBLIC COMMENT:** The subject property lies within the boundaries of the El Paso Central Business Association and Sunrise Civic Group, both of which were notified prior to submittal of the Rezoning Application. Public notices were mailed to property owners within 300 feet on February 26, 2021. The Planning Division did not receive any communication in support or opposition to the rezoning request. As of March 5, 2021, the Planning Division has not received any communication 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.

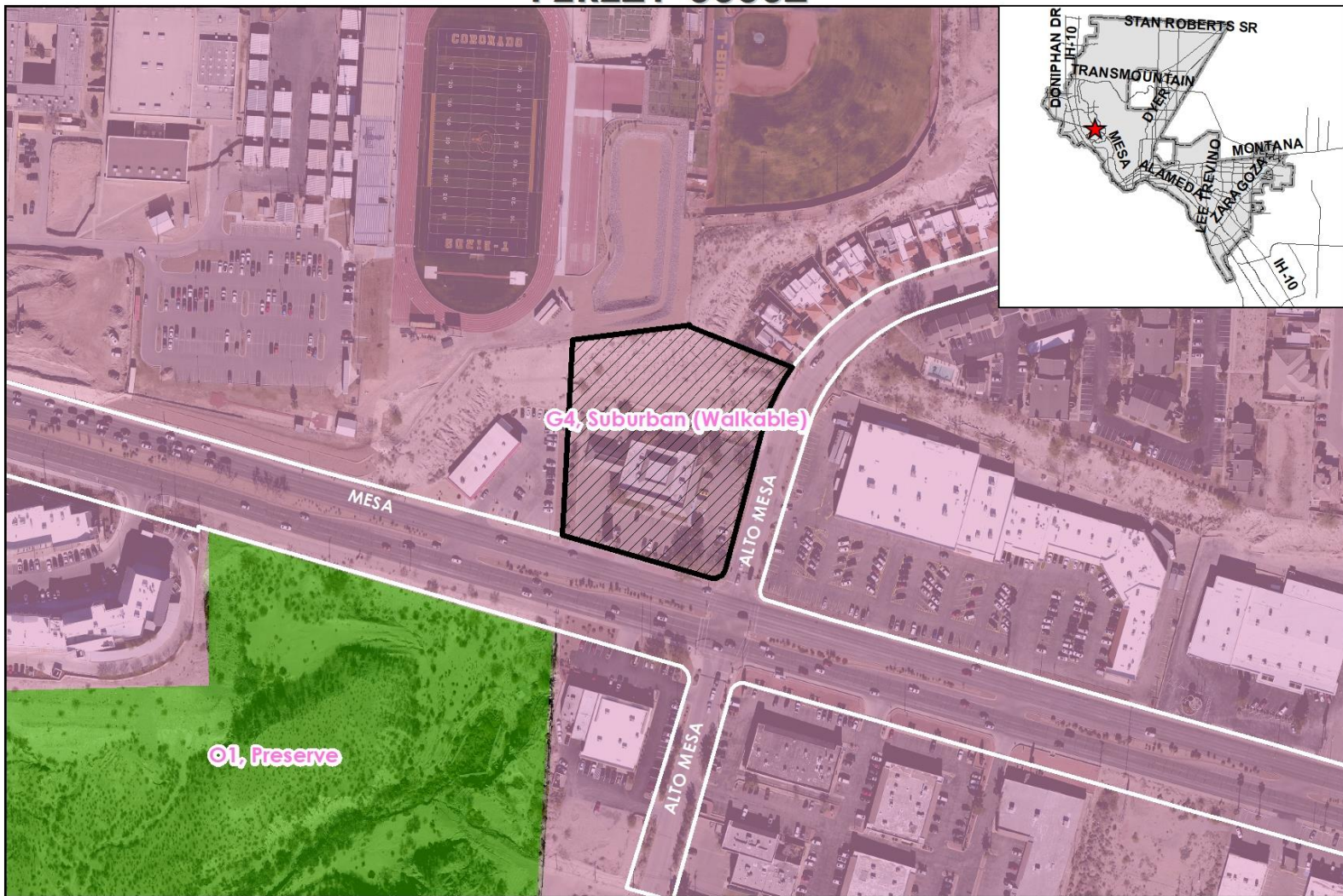
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

**ATTACHMENTS:**

1. Future Land Use Map
2. Department Comments
3. Neighborhood Notification Boundary Map
4. Detailed Site Plan

# ATTACHMENT 1

PZRZ21-00002



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. 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

0 62.5 125 250 375 500 Feet



# **ATTACHMENT 2**

## **Planning and Inspections Department – Planning Division**

Recommend approval of the rezoning request.

## **Planning and Inspections Department – Plan Review**

Recommend approval.

## **Planning and Inspections Department – Landscaping Division**

Recommend approval.

## **Planning and Inspections Department – Land Development**

No objections to the proposed rezoning.

## **Street and Maintenance Department**

No objections & TIA not required.

## **Texas Department of Transportation (TxDOT)**

If requestor is planning to do any new construction for this development, they will need to submit grading and drainage plans to TxDOT for review and a site layout with distance between all existing driveway on adjacent properties or side street and existing driveway to remain (if any) or proposed driveway. Existing driveways do not meet Access Management spacing criteria.

## **Fire Department**

Recommend approval.

## **Sun Metro**

No objections.

## **El Paso Water**

No comments received.

## **El Paso Water – Stormwater Engineering**

EPWater - SW has reviewed the case distribution described above and has no objections to the proposal.

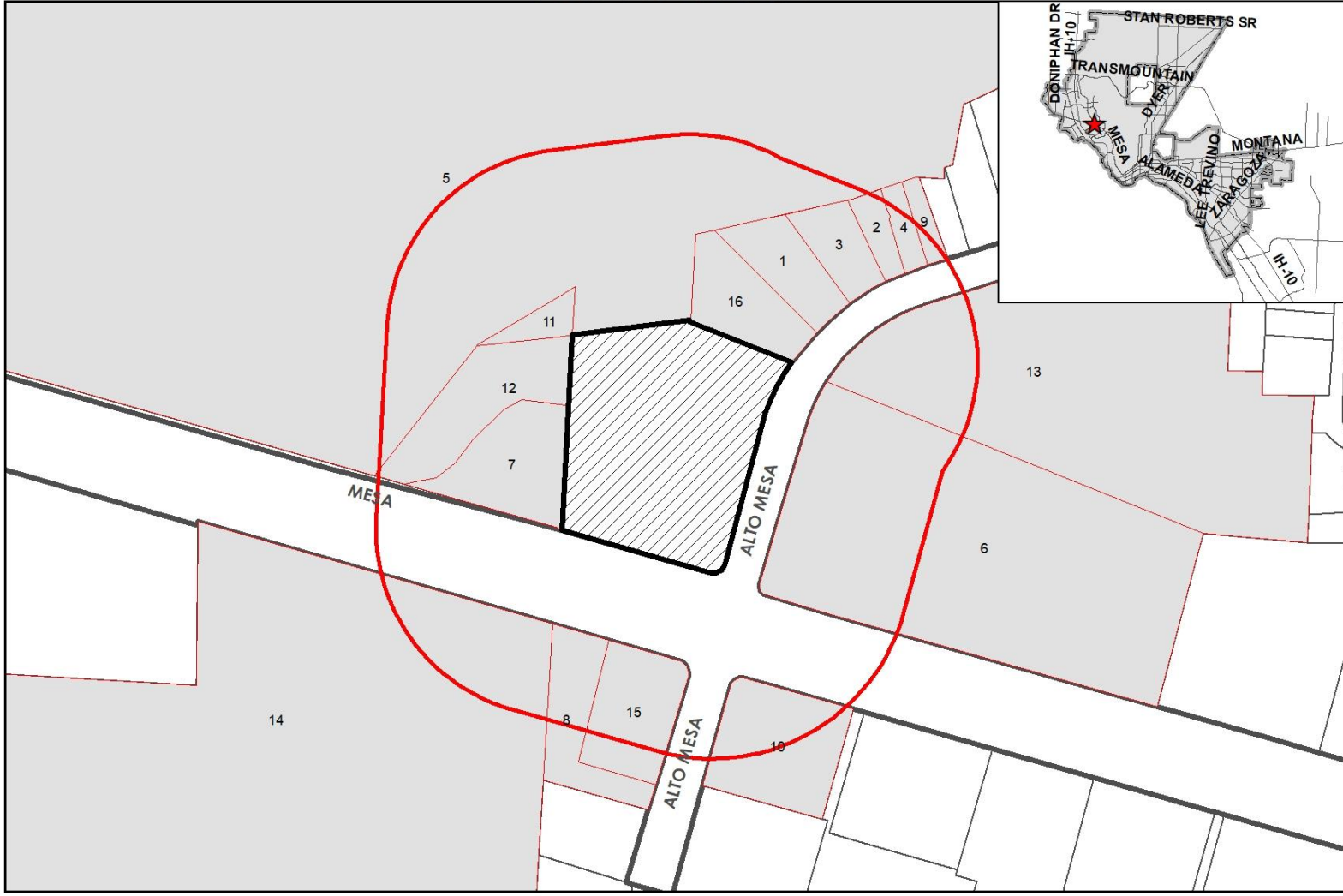
## **El Paso County Water Improvement District #1**

The item is not within the boundaries of EPCWID.



# ATTACHMENT 3

PZRZ21-00002



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. 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.



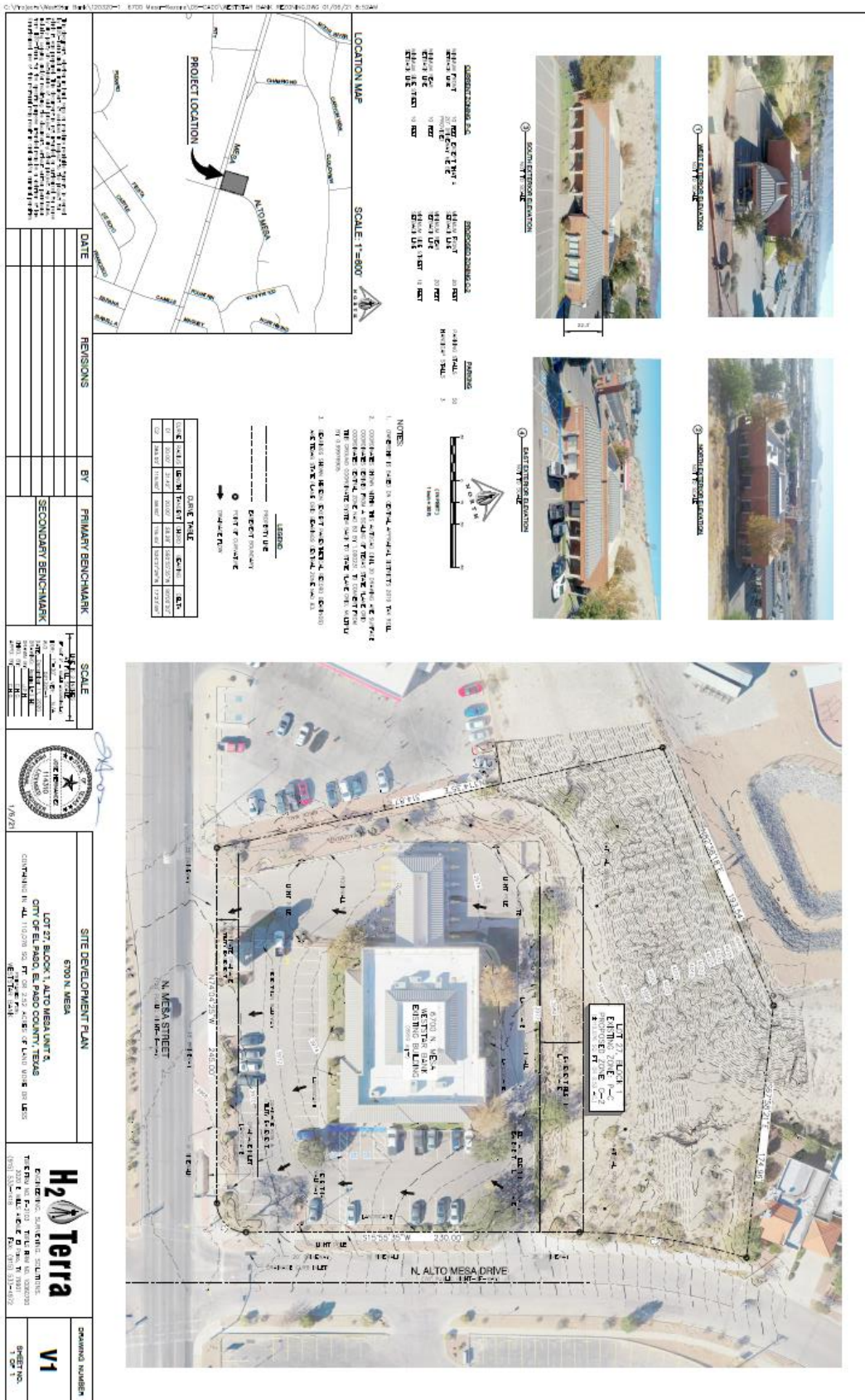
Subject Property



Parcels within 300 feet



## ATTACHMENT 4







ITEM 28

# 6700 N. Mesa Street Rezoning

PZRZ21-00002

**Strategic Goal 3.**

Promote the Visual Image of  
El Paso





Aerial



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



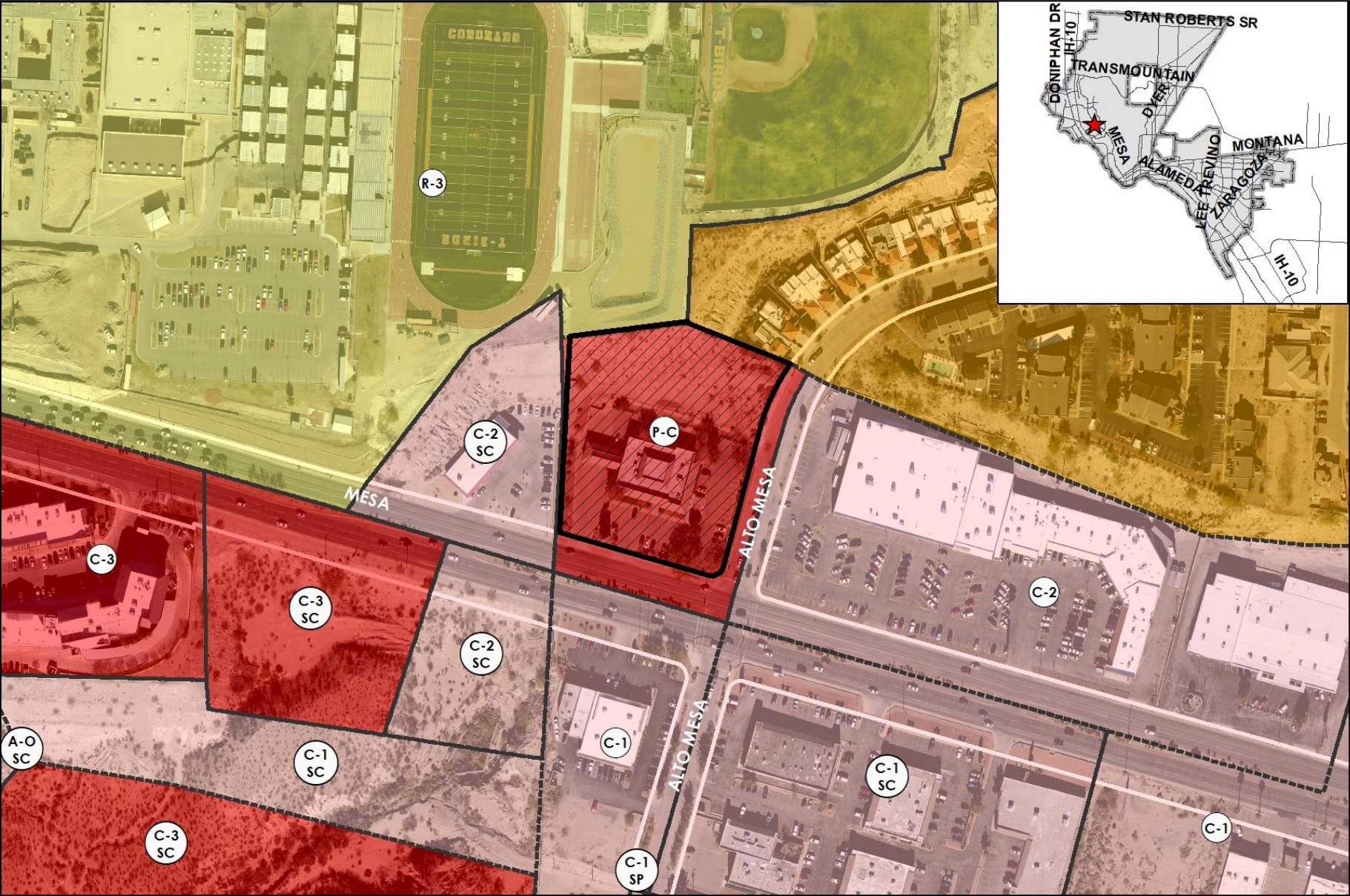
Subject Property







# Existing Zoning



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



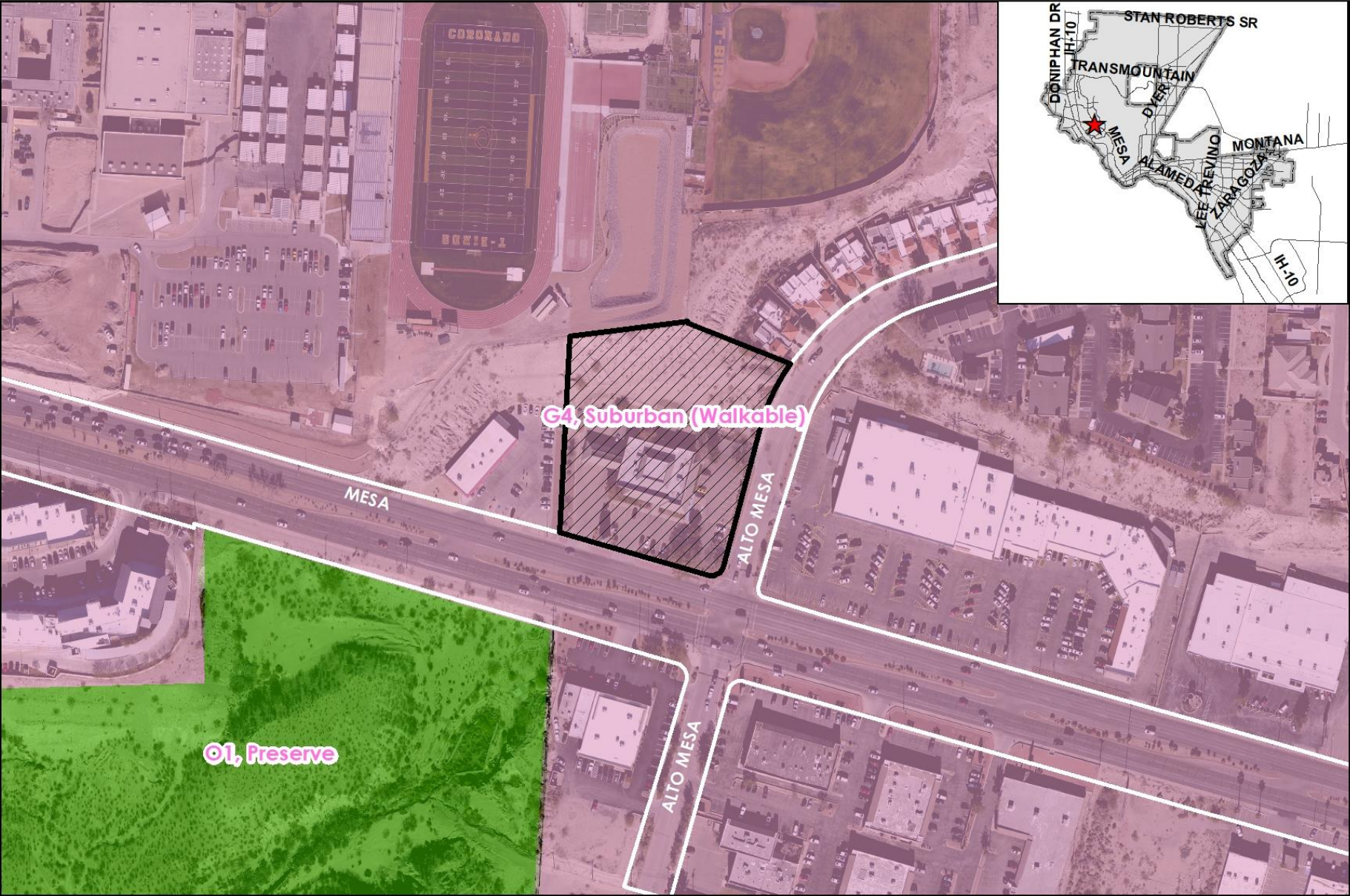
 Subject Property







# Future Land Use



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property









# Subject Property





# Surrounding Development



N



E

S



W



# Public Input

- The Planning Division has not received any communications in support nor opposition to the request.



## Recommendation

- OSAB recommended approval of the rezoning request.
- CPC and Staff recommend approval of the rezoning 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 #: 21-414, Version: 1**

---

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

**District 5**

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

Planning and Inspections, Emily Diaz-Melendez, (915) 212-1612

**PUBLIC HEARING DATE:** 4/27/2021

**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 vacating a 87 square-foot portion of a 10-foot public utility easement located within a portion of Lot 14, Block 485, Tierra del Este Unit Seventy Four, City of El Paso, El Paso County, Texas.

Subject Property: 2401 Tierra Murcia St.

Applicant: Sanderson Village, LLC SUET21-00001

**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?*

Applicant is proposing to vacate a portion of a 10-foot utility easement, of which a newly constructed single-family home is inadvertently encroaching. City Plan Commission recommended 7-0 to approve the proposed easement vacation on February 11, 2021. As of April 6, 2021, staff has received no communication in support/opposition of the request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

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

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:** April 13, 2021

**PUBLIC HEARING DATE:** April 27, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Emily Diaz-Melendez, (915) 212-1612

**DISTRICT(S) AFFECTED:** 5

**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 vacating a 87 square-foot portion of a 10-foot public utility easement located within a portion of Lot 14, Block 485, Tierra del Este Unit Seventy Four, City of El Paso, El Paso County, Texas.

Subject Property: 2401 Tierra Murcia St.  
Applicant: Sanderson Village, LLC SUET21-00001

**BACKGROUND / DISCUSSION:**

Applicant is proposing to vacate a portion of a 10-foot utility easement, of which a newly constructed single-family home is inadvertently encroaching. City Plan Commission recommended 7-0 to approve the proposed easement vacation on February 11, 2021. As of April 6, 2021, staff has received no communication in support/opposition of the request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

---

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

**DEPARTMENT HEAD:**

  
Philip F. Etiwe – Planning and Inspections Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE VACATING A 87 SQUARE-FOOT PORTION OF A 10-FOOT PUBLIC UTILITY EASEMENT LOCATED WITHIN A PORTION OF LOT 14, BLOCK 485, TIERRA DEL ESTE UNIT SEVENTY FOUR, CITY OF EL PASO, EL PASO COUNTY, TEXAS**

**WHEREAS**, the abutting property owner has requested vacation of a 87 SQUARE-FOOT PORTION OF A 10-FOOT PUBLIC UTILITY EASEMENT located within *a portion of Lot 14, Block 485, Tierra del Este Unit Seventy Four, City of El Paso, El Paso County, Texas*; and,

**WHEREAS**, after public hearing the City Plan Commission has recommended a vacation of a 87 square-foot portion of a 10-foot public utility easement located within *a portion of Lot 14, Block 485, Tierra del Este Unit Seventy Four, City of El Paso, El Paso County, Texas*, and the City Council finds that said easement is not needed for public use and should be vacated as recommended.

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

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE AND 00/DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, a 87 square-foot portion of a 10-foot public utility easement located within *a portion of Lot 14, Block 485, Tierra del Este Unit Seventy Four, City of El Paso, El Paso County, Texas*, as further described in the attached metes and bounds description identified as Exhibit "A" and made a part hereof by reference, be and is hereby vacated, closed and abandoned.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated easement to Sanderson Village, LLC.

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

*(Signatures on the following page)*


**THE CITY OF EL PASO**

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

*(Quitclaim Deed on the following page)*

**ORDINANCE NO.** \_\_\_\_\_  
21-1007-2700 | 1065165  
Tierra Murcia Easement Vacation  
RTA

**SUET21-00001**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

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

**QUITCLAIM DEED**

That in consideration of the receipt by the **CITY OF EL PASO** of good and valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Sanderson Village, LLC (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. \_\_\_\_\_, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF LOT 14, BLOCK 485, TIERRA DEL ESTE UNIT SEVENTY FOUR, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and incorporated herein for any and all purposed.

**WITNESS the following signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

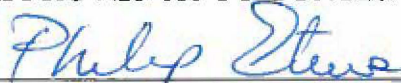
CITY OF EL PASO

**ATTEST:**

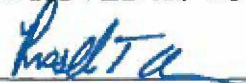
\_\_\_\_\_  
Tomás González, City Manager

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Phillip F. Etiwe, Director  
Planning and Inspections Department

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

*(Acknowledgment on the following page)*

**ORDINANCE NO.** \_\_\_\_\_  
21-1007-2700 | 1065165  
Tierra Murcia Easement Vacation  
RTA

**SUET21-00001**



## ACKNOWLEDGMENT

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

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Tomás González, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas  
Notary's Printed or Typed Name:

My Commission Expires:

**AFTER FILING RETURN TO:**

**Sanderson Village, LLC**  
7307 Remcon Circle, Suite 105  
El Paso, Texas 79912

(Exhibit "A" & "B" on the following pages)

**ORDINANCE NO.** \_\_\_\_\_  
**21-1007-2700 | 1065165**  
**Tierra Murcia Easement Vacation**  
**RTA**

SUET21-00001

## EXHIBIT A

### PROPERTY DESCRIPTION

#### BUILDING ENCROACHMENT LYING IN A PORTION OF LOT 14, BLOCK 485, TIERRA DEL ESTE UNIT SEVENTY FOUR

Description of a parcel of land lying in a portion of Lot 14, Block 485, Tierra Del Este Unit Seventy Four, City of El Paso, El Paso County, Texas, map of said Tierra Del Este Unit Seventy Four recorded in Clerk's File #20190057591, Plat Records, El Paso County, Texas and lying in that same parcel recorded in Clerk's File #20190075763, El Paso County Clerks Records, and described as follows;

Commencing for reference at a city monument found at the centerline intersection of Tierra Magnolia Avenue (52' wide) and Tierra Murcia Street (52' wide), said monument located South 00°34'52" East a distance of 605.03' from a city monument located at the centerline intersection of said Tierra Murcia and Tierra Campeon (bearing basis); Thence, with said centerline of Tierra Magnolia Avenue, North 89°58'33" East a distance of 47.66'; Thence, leaving said centerline of Tierra Magnolia Avenue, North 00°01'27" West a distance of 26.00' to point on the north ROW of Tierra Magnolia Avenue; Thence, North 00°01'27" West a distance of 9.08' to the existing southeast building corner, and being the "Point Of Beginning";

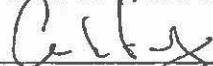
Thence, along the south face of the existing building, South 89°17'03" West a distance of 68.50' to the southwest existing building corner;

Thence, with the west face of said building, North 00°42'57" West a distance of 1.61' to the intersection of said southwest existing face of building and the 10' wide platted utility easement (also being the 10' side setback line);

Thence, with said 10' utility easement and said building setback line, North 89°52'02" East a distance of 68.50' to a point on the east face of said building;

Thence, with the east face of building, South 00°42'57" East a distance of 0.91' to the "Point Of Beginning" and containing 87 sq. ft. or 0.0020 acres.

Based on a field survey performed under my supervision and dated 10/14/2020.

  
Adalberto Guerrero Jr., Texas R.P.L.S. 6786

Paso Del Norte Surveying Inc.  
13998 Bradley Road  
El Paso, TX. 79938,  
915-241-1841,  
TBPELS FIRM #10001200



ORDINANCE NO. \_\_\_\_\_

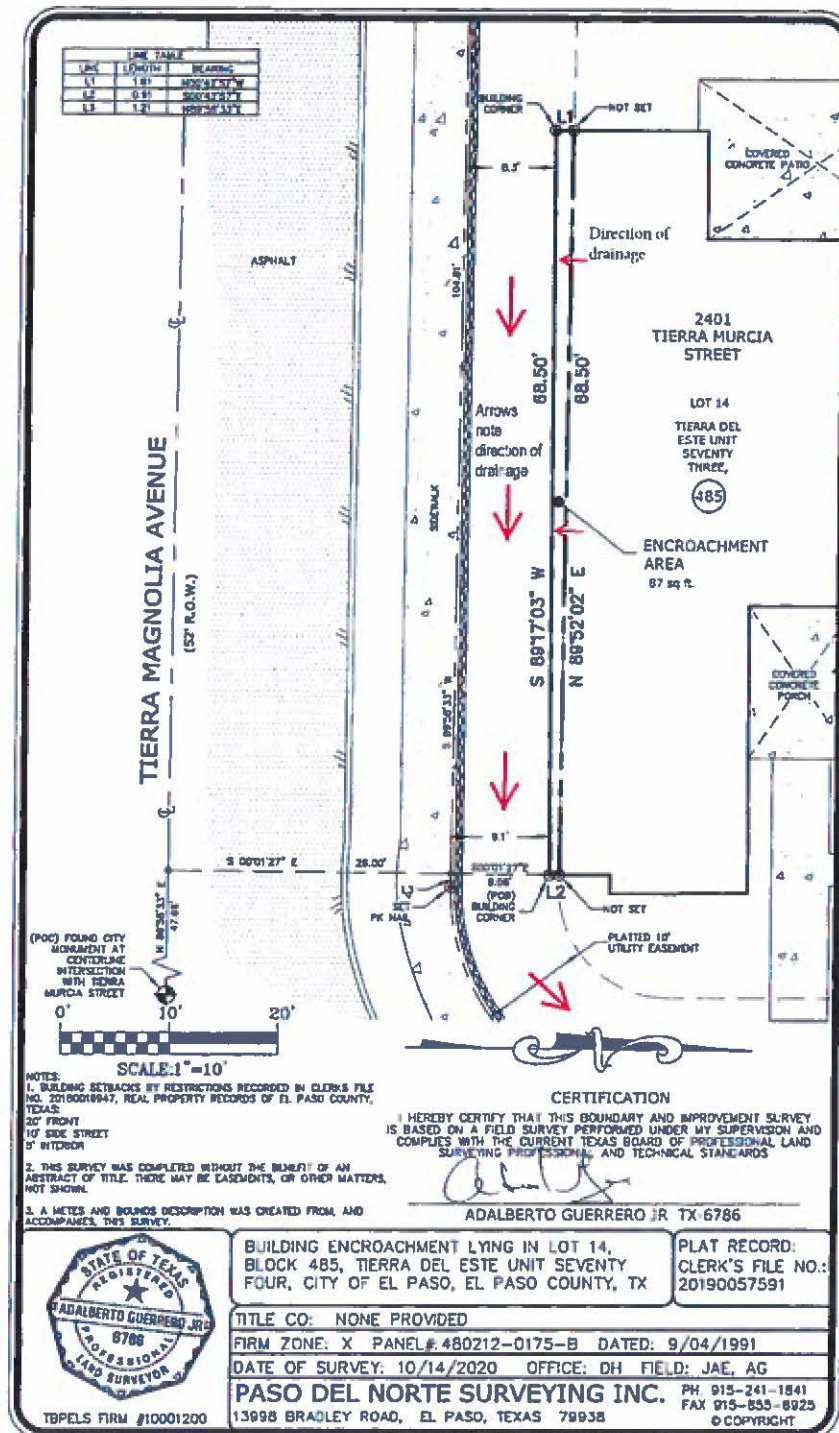
21-1007-2700 | 1065165

Tierra Murcia Easement Vacation

RTA

SUET21-00001

# EXHIBIT B



**ORDINANCE NO.** \_\_\_\_\_  
21-1007-2700 | 1065165  
Tierra Murcia Easement Vacation  
RTA

**SUET21-00001**

# Tierra Murcia Easement Vacation

City Plan Commission — February 11, 2021



<b>CASE NUMBER/TYPE:</b>	<b>SUET21-00001 – EASEMENT VACATION</b>
<b>CASE MANAGER:</b>	Emily Diaz-Melendez, (915) 212-1612, DiazMelendezEM@elpasotexas.gov
<b>PROPERTY OWNER:</b>	Sanderson Village, LLC
<b>REPRESENTATIVE:</b>	Sanderson Village, LLC
<b>LOCATION:</b>	East of John Hayes St. and South of Pebble Hills Blvd. (District 5)
<b>PROPERTY AREA:</b>	0.002 acres
<b>ZONING DISTRICT(S):</b>	R-5 (Residential)
<b>RELATED APPLICATIONS:</b>	PZBA20-00042 (ZBA Special Exception G – Builder Error)

**SUMMARY OF RECOMMENDATION:** Staff recommends **APPROVAL** of Tierra Murcia Easement Vacation.

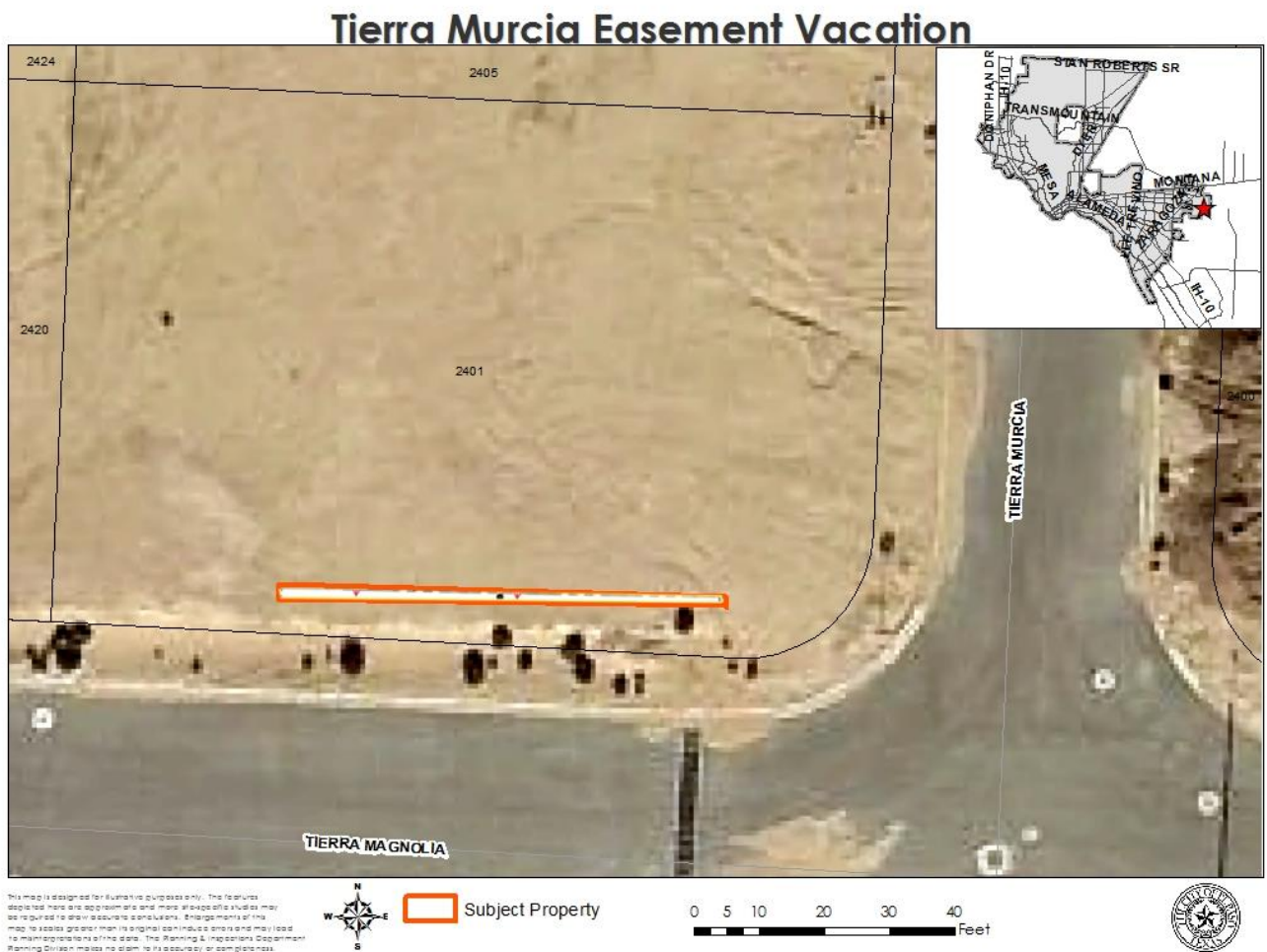


Figure A: Proposed easement vacation with surrounding area

**DESCRIPTION OF REQUEST:** The applicant is requesting to vacate an 87 square-foot portion of an existing 10-foot utility easement at 2401 Tierra Murcia Street. A single-family home was inadvertently built over a portion of the easement during construction. There were no objections to this request from any of the utility companies.

**CASE HISTORY/RELATED APPLICATIONS:** The applicant has applied for a Zoning Board of Adjustment Special Exception (PZBA20-00042) under Section G – Builder Error to allow for the encroachment into the side street setback along Tierra Magnolia.

**NEIGHBORHOOD CHARACTER:** Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	R-5 (Residential) / Residential development
South	R-5 (Residential) / Residential development
East	R-5 (Residential) / Residential development
West	R-5 (Residential) / Residential development
Nearest Public Facility and Distance	
Park	East Cave Park (1.0 mile)
School	James P. Butler Elementary (1.4 miles)
Plan El Paso Designation	
G4, Suburban (Walkable)	
Impact Fee Service Area	
Eastside	

**PUBLIC COMMENT:** N/A

**CITY PLAN COMMISSION OPTIONS:**

The City Plan Commission has the authority to advise City Council on easement vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

**ATTACHMENTS:**

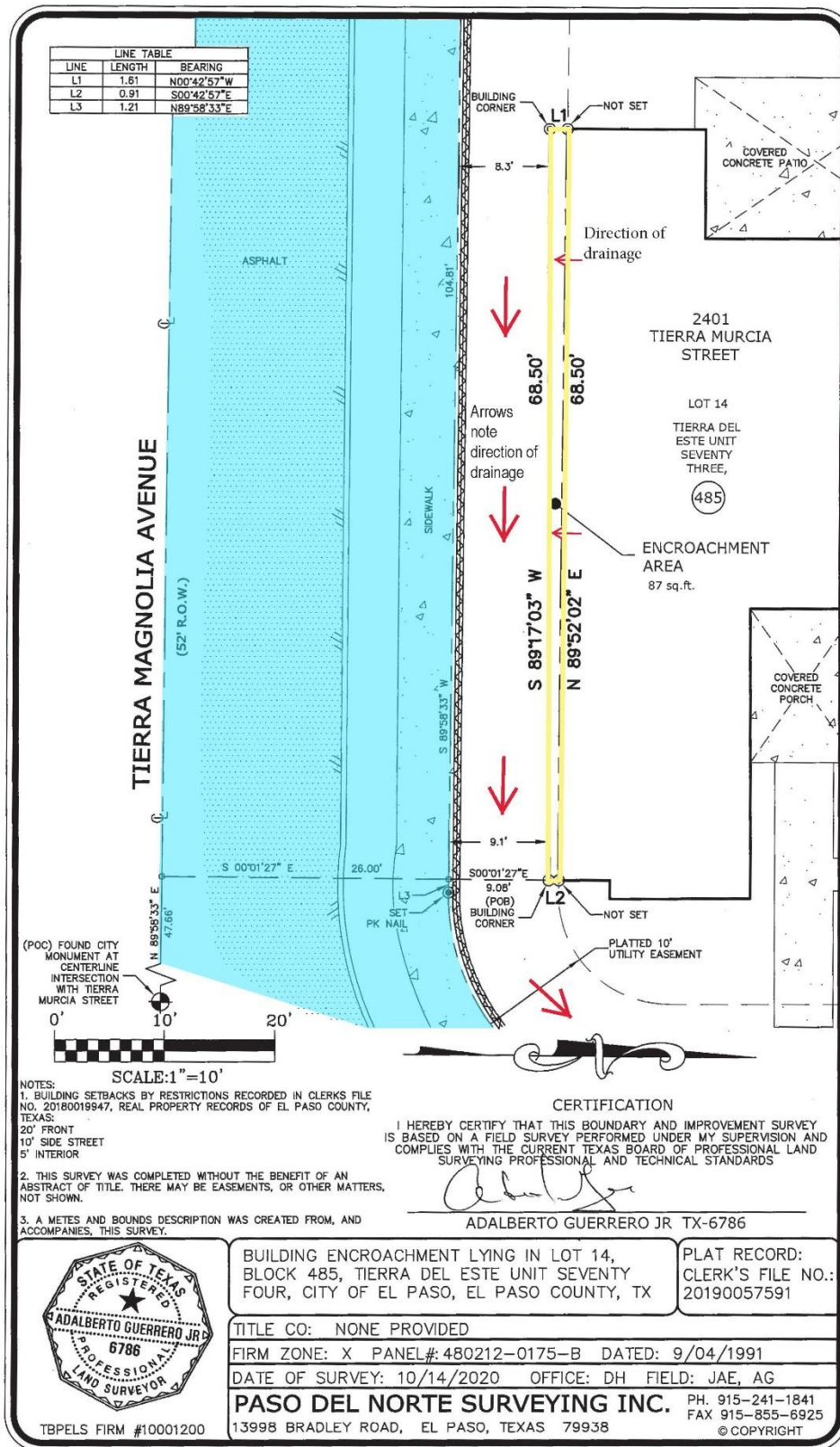
1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments



# ATTACHMENT 1



# ATTACHMENT 2





# **ATTACHMENT 3**

## **PROPERTY DESCRIPTION**

### **BUILDING ENCROACHMENT LYING IN A PORTION OF LOT 14, BLOCK 485, TIERRA DEL ESTE UNIT SEVENTY FOUR**

Description of a parcel of land lying in a portion of Lot 14, Block 485, Tierra Del Este Unit Seventy Four, City of El Paso, El Paso County, Texas, map of said Tierra Del Este Unit Seventy Four recorded in Clerk's File #20190057591, Plat Records, El Paso County, Texas and lying in that same parcel recorded in Clerk's File #20190075763, El Paso County Clerks Records, and described as follows;

Commencing for reference at a city monument found at the centerline intersection of Tierra Magnolia Avenue (52' wide) and Tierra Murcia Street (52' wide), said monument located South 00°34'52" East a distance of 605.03' from a city monument located at the centerline intersection of said Tierra Murcia and Tierra Campeon (bearing basis); Thence, with said centerline of Tierra Magnolia Avenue, North 89°58'33" East a distance of 47.66'; Thence, leaving said centerline of Tierra Magnolia Avenue, North 00°01'27" West a distance of 26.00' to point on the north ROW of Tierra Magnolia Avenue; Thence, North 00°01'27" West a distance of 9.08' to the existing southeast building corner, and being the "Point Of Beginning";

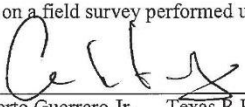
Thence, along the south face of the existing building, South 89°17'03" West a distance of 68.50' to the southwest existing building corner;

Thence, with the west face of said building, North 00°42'57" West a distance of 1.61' to the intersection of said southwest existing face of building and the 10' wide platted utility easement (also being the 10' side setback line);

Thence, with said 10' utility easement and said building setback line, North 89°52'02" East a distance of 68.50' to a point on the east face of said building;

Thence, with the east face of building, South 00°42'57" East a distance of 0.91' to the "Point Of Beginning" and containing 87 sq. ft. or 0.0020 acres.

Based on a field survey performed under my supervision and dated 10/14/2020.

  
\_\_\_\_\_  
Adalberto Guerrero Jr, Texas R.P.L.S. 6786

Paso Del Norte Surveying Inc.  
13998 Bradley Road  
El Paso, TX. 79938,  
915-241-1841,  
TBPELS FIRM #10001200



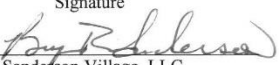
# ATTACHMENT 4



## VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 12-28-2020 File No. \_\_\_\_\_


1. APPLICANTS NAME Sanderson Village, LLC  
ADDRESS 7307 Remcon Circle, Suite 105 ZIP CODE 79912 TELEPHONE 915-584-5527
2. Request is hereby made to vacate the following: (check one)  
Street \_\_\_\_\_ Alley \_\_\_\_\_ Easement X\* Other \_\_\_\_\_ (\*Partial)  
Street Name(s) 2401 Tierra Murcia St. Subdivision Name Tierra Del Este Unit 74  
Abutting Blocks Tierra Magnolia Ave. (block 484) Abutting Lots Lot 1 & 13 , Block 485, Tierra Del Este Unit 74
3. Reason for vacation request: Encroachment into easement by a portion of single family dwelling
4. Surface Improvements located in subject property to be vacated:  
None \_\_\_\_\_ Paving \_\_\_\_\_ Curb & Gutter \_\_\_\_\_ Power Lines/Poles \_\_\_\_\_ Fences/Walls \_\_\_\_\_ Structures X Other \_\_\_\_\_
5. Underground Improvements located in the existing rights-of-way:  
None X Telephone \_\_\_\_\_ Electric \_\_\_\_\_ Gas \_\_\_\_\_ Water \_\_\_\_\_ Sewer \_\_\_\_\_ Storm Drain \_\_\_\_\_ Other \_\_\_\_\_
6. Future use of the vacated right-of-way:  
Yards X Parking \_\_\_\_\_ Expand Building Area X Replat with abutting Land \_\_\_\_\_ Other \_\_\_\_\_
7. Related Applications which are pending (give name or file number):  
Zoning X Board of Adjustment \_\_\_\_\_ Subdivision \_\_\_\_\_ Building Permits \_\_\_\_\_ Other \_\_\_\_\_
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
 Sanderson Village, LLC	Agent for Sanderson Village, LLC	915-584-5527
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE:  REPRESENTATIVE SIGNATURE: \_\_\_\_\_  
Sanderson Village, LLC by Bryan R. Sanderson (Agent)  
REPRESENTATIVE (PHONE): 915-584-5527  
REPRESENTATIVE (E-MAIL): bryan.sanderson@att.net

**NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.**

Planning & Inspections Department  
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

# **ATTACHMENT 5**

## **Planning and Inspections Department- Planning Division**

Planning staff recommend approval of the Tierra Murcia Easement Vacation.

## **Planning and Inspections Department- Land Development Division**

No objections to proposed easement vacation.

## **Parks and Recreation Department**

We offer no objections to this proposed easement vacation request.

## **El Paso Water**

EPWater-PSB records do not depict water or sanitary sewer mains located along the above described 10-foot utility easement. Future encroachments shall be requested by the Property owner prior to construction of any structure on the existing easement.

The El Paso Water – Public Service Board (EPWater-PSB) operates and maintains a 8-inch diameter water main and a 8-inch diameter sanitary sewer main along Tierra Murcia St., as well as a 8-inch diameter water main and an 15-inch diameter sanitary sewer main along Tierra Magnolia Ave.

## **Texas Gas**

Texas Gas Services has no main line facilities at the noted 10' Utility Easement running along the property, as shown on the survey provided; and therefore offers no objection. Texas Gas Company currently operates an existing 2" PE Main Line located on Tierra Murcia St.

This does not waive or relinquish any rights that Texas Gas Service has, to utilize available utility easements now or in the future. The property owner should be aware as to not place any structures in utility easements. The property owner is advised to call Texas 811 for line spots before digging.

Texas Gas Service shall not be responsible for any damages to structures, or to the property located on said utility easement, resulting directly or indirectly from the exercise of any of the aforementioned rights.

## **El Paso Electric**

At present, the proposed encroachments do not interfere with El Paso Electric Company's use of the easement. In consideration for our allowance of the encroachments, El Paso Electric Company must be held harmless from any claims or demands which may result from the existence of these encroachments within the easement area. It is, and will be, the property owner's responsibility to assure that no part of the improvements or any equipment on the improvements violates any safety clearances.

## **AT&T**

AT&T hereby consents to the encroachment upon the easement so long as the encroachment in no manner interferes with the Easement, and hereby grants a non-revocable permit for the Encroachment. However, AT&T does not waive or relinquish any rights held by it to operate, maintain, renew, construct,

reconstruct, repair, add or remove telephone facilities that are now located, or may be located in the future within the Easement, nor any rights of ingress or egress thereto.

As consideration for AT&T's granting this permission to retain the Encroachment on the Easement, subject to the aforesaid rights of AT&T, the Owner agrees as follows:

1. At least two (2) working days prior to any work is being performed on the Encroachment, Owner shall request AT&T to mark location of its facilities within the Easement.
2. If it is determined by AT&T that the encroachment is interfering within the Easement and the owner has not corrected the cause of the interference within sixty (60) days of receipt of notice from AT&T requiring the same, AT&T may cause the work to be done at Owner's expense and shall not be liable for any damage caused hereby.
3. The Owner, on behalf of itself and future owners of said property agrees to hold AT&T harmless from and against any and all claims for personal injuries or death or damages to property including property of AT&T when such injuries, death or damages directly or indirectly arise out of existence, construction, maintenance, repair, condition, use or presence of the Encroachment upon the Easement. AT&T shall not be responsible for any damages to the Encroachment.

The conditions and agreements contained herein are covenants running with the land shall be binding and inure to the benefit of the heirs, representatives, successors and assigns of AT&T and the Owner.

#### **Spectrum**

Spectrum Communications hereby grants an encroachment for the purpose of general home and property improvements to a portion of the General Utility Easement associated with the property located at 2401 Tierra Murcia, within the City of El Paso, Texas 79938. Spectrum Communications reserves the right to have access to any applicable utility easements on the property for the purpose of future construction or maintenance. The owner and/or lessee of said property may also be responsible for the relocation/removal of any structure interfering with access to these easements, if necessary.

Spectrum Communications currently has no facilities within this easement. If it has not already taken place, please call 1-800-DIG-TESS to have facilities marked and located within affected easements before any excavations are started.

#### **Streets and Maintenance Department**

1. The building shall not encroach the 20 foot triangle and obstruct vision clearance as per section 20.12.060 of the CoEP Municode.
2. All design and construction shall be in compliance with the Design Standards for Construction (DSC) and Texas Accessibility Standards (TAS).

#### **Sun Metro**

No objections.

#### **Texas Department of Transportation**

Development does not abut TxDOT right of way.

#### **Fire Department**

No comments received.

**Capital Improvement Department**

No comments received.

**El Paso County 911 District**

No comments received.

**El Paso County**

No comments received.

**El Paso County Water Improvement District #1**

No comments received.



Legislation Text

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File #: 21-418, Version: 1

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

**All Districts**

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

**PUBLIC HEARING DATE:** 4/27/2021

**STRATEGIC GOAL:**

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

**SUBGOAL:** 6.3 Implement programs to reduce organizational risk

**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) of the El Paso City Code, to amend Chapter 2.94 (Regulation of Lobbying Activities) Section 2.94.130 (Disqualification from Contracting). The penalty being as provided for in Chapter 2.94.130 of the El Paso City Code.

**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:** Purchasing & Strategic Sourcing

**AGENDA DATE:** April 13, 2021

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

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:**

An Ordinance amending Title 2 (Administration and Personnel) of the El Paso City Code, to amend Chapter 2.94 (Regulation of Lobbying Activities) Section 2.94.130 (Disqualification from Contracting); The penalty being as provided for in Chapter 2.94.130 of the El Paso City Code.

**BACKGROUND / DISCUSSION:**

**SELECTION SUMMARY:**

N/A

**PRIOR COUNCIL ACTION:**

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:** Bruce D. Collins  
Bruce D. Collins – Purchasing & Strategic Sourcing Director

**PROJECT FORM  
(Ordinances)**

\*\*\*\*\*

Please place the following item on the **REGULAR** agenda (under **First Reading of Ordinances**) for the Council Meeting of **April 13, 2021**

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

An Ordinance amending Title 2 (Administration and Personnel) of the El Paso City Code, to amend Chapter 2.94 (Regulation of Lobbying Activities) Section 2.94.130 (Disqualification from Contracting); The penalty being as provided for in Chapter 2.94.130 of the El Paso City Code.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE EL PASO CITY CODE, TO AMEND CHAPTER 2.94 (REGULATION OF LOBBYING ACTIVITIES) SECTION 2.94.130 (DISQUALIFICATION FROM CONTRACTING); THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 2.94.130 OF THE EL PASO CITY CODE.**

**WHEREAS**, it is the City Council's intent to improve the public's trust in their elected leaders and the manner and quality of the business conducted in the public's name and with the public's resources; and

**WHEREAS**, it is the City Council's intent to clearly define the relationships that exist between those who stand to gain financially or otherwise from decisions made by the City and those entrusted with conducting the City's business; and

**WHEREAS**, the City desires to amend and update Chapter 2.94 (Regulation of Lobbying Activities) Section 2.94.130 (Disqualification from contracting) in order to further the purpose as stated above.

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

1. That Chapter 2.94 (Regulation of Lobbying Activities) Section 2.94.130 (Disqualification from Contracting) be deleted in its entirety and replaced with the following:

Any person and/or entity who knowingly or intentionally violates the provisions in Section 2.94.090 of this Code, with respect to the solicitation or award of a discretionary contract may be prohibited by the City Council from entering into any contract with the City for a period of three years.

2. Except as herein amended, Title 2 (Administration and Personnel) shall remain in full force and effect.
3. This Ordinance shall take effect immediately.

ADOPTED this \_\_\_\_\_ day of April 2021

(SIGNATURES ON THE FOLLOWING PAGE)

**ORDINANCE NO.** \_\_\_\_\_

19-1004-969/ 1063710

RTA

**THE 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:**

*Bruce D. Collins*  
\_\_\_\_\_  
Bruce D. Collins, Director  
Purchasing and Strategic Sourcing Department

**ORDINANCE NO.** \_\_\_\_\_  
19-1004-969/ 1063710  
RTA



# Ordinance Amendment El Paso City Code Chapter 2.94.130

Purchasing & Strategic Sourcing Department



## OUR MISSION

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

## OUR VISION

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

## OUR VALUES

Integrity  
Respect  
Excellence  
Accountability  
People



## Vision Block: High Performing Government

### Goal 6. SET THE STANDARD FOR SOUND GOVERNANCE AND FISCAL MANAGEMENT

Linkage to Strategic Plan subsection 6.3 - Implement Programs to Reduce Organizational Risk

## Strategic Plan Goal

- Strategic Goal Number 6 – Set the Standard for Sound Governance and Fiscal Management
- Linkage to Strategic Plan subsection 6.3 – Implement Programs to Reduce Organizational Risk



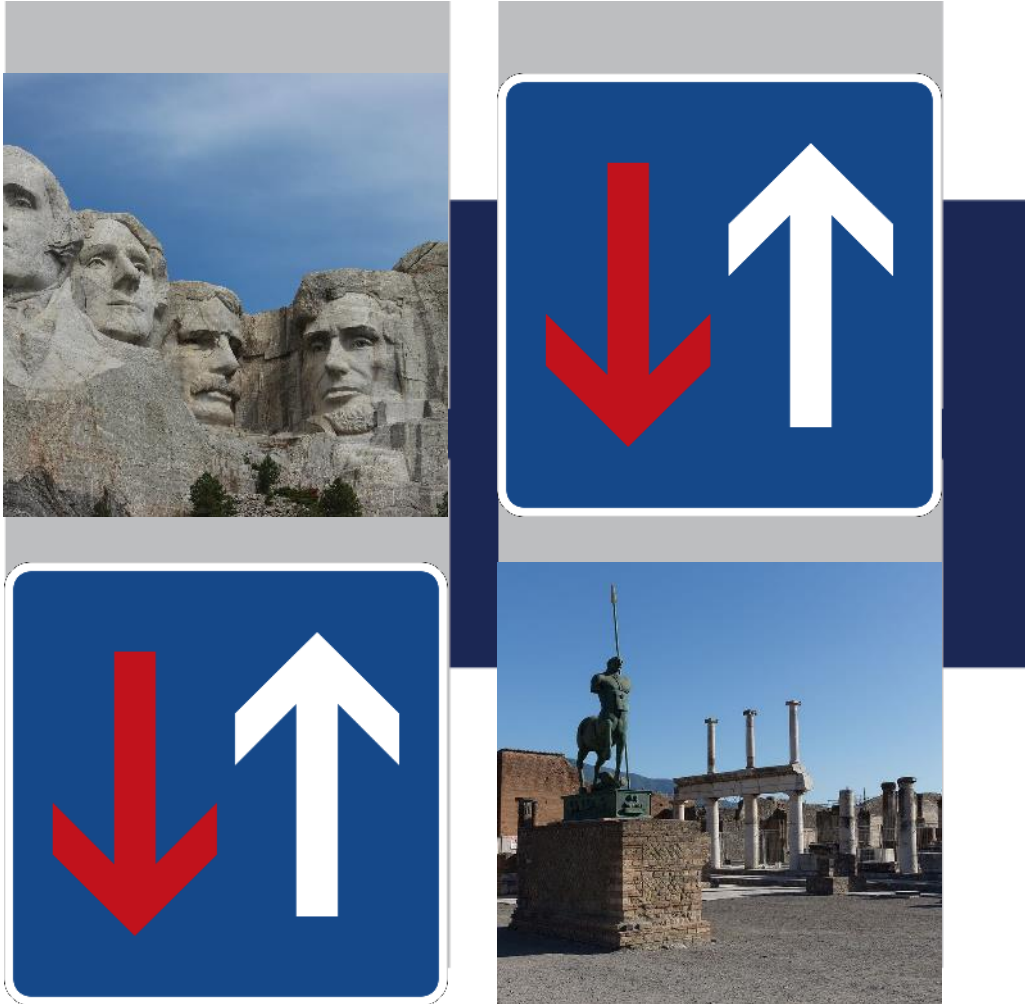
## El Paso City Code 2.94.130

### Disqualification From Contracting

- Any person who knowingly or intentionally violates the provisions in Section 2.94.090 ~~(D)~~ of this Chapter, with respect to the solicitation or award of a discretionary contract may be prohibited by the city council from entering into any contract with the City for a period ~~not to exceed~~ of three years.

## Requested Council Action

- Revise 2.94.130 to include all violations under 2.94.90.
- Revise 2.94.130 penalty from “a period not to exceed three years” to “three years.”



# Restricted Activities

## El Paso City Code 2.94.090

- A. Receive gifts (i) non-Lobbyist not to exceed \$75 and (ii) Lobbyist not to exceed \$10.
- B. No lobbyist may intentionally provide a City Official with false statements.
- C. No lobbyist shall represent that they can control the vote of a City Official.
- D. No contact with City Officials regarding economic development incentives during economic development cone of silence.
- E. No contact with City Officials during purchasing cone of silence.

# Questions?



## 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



# Ordinance Amendment El Paso City Code Chapter 2.94.130

Purchasing & Strategic Sourcing Department



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People



## Vision Block: High Performing Government

### Goal 6. SET THE STANDARD FOR SOUND GOVERNANCE AND FISCAL MANAGEMENT

---

Linkage to Strategic Plan subsection 6.3 - Implement Programs to Reduce Organizational Risk

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## Strategic Plan Goal

- Strategic Goal Number 6 – Set the Standard for Sound Governance and Fiscal Management
- Linkage to Strategic Plan subsection 6.3 – Implement Programs to Reduce Organizational Risk

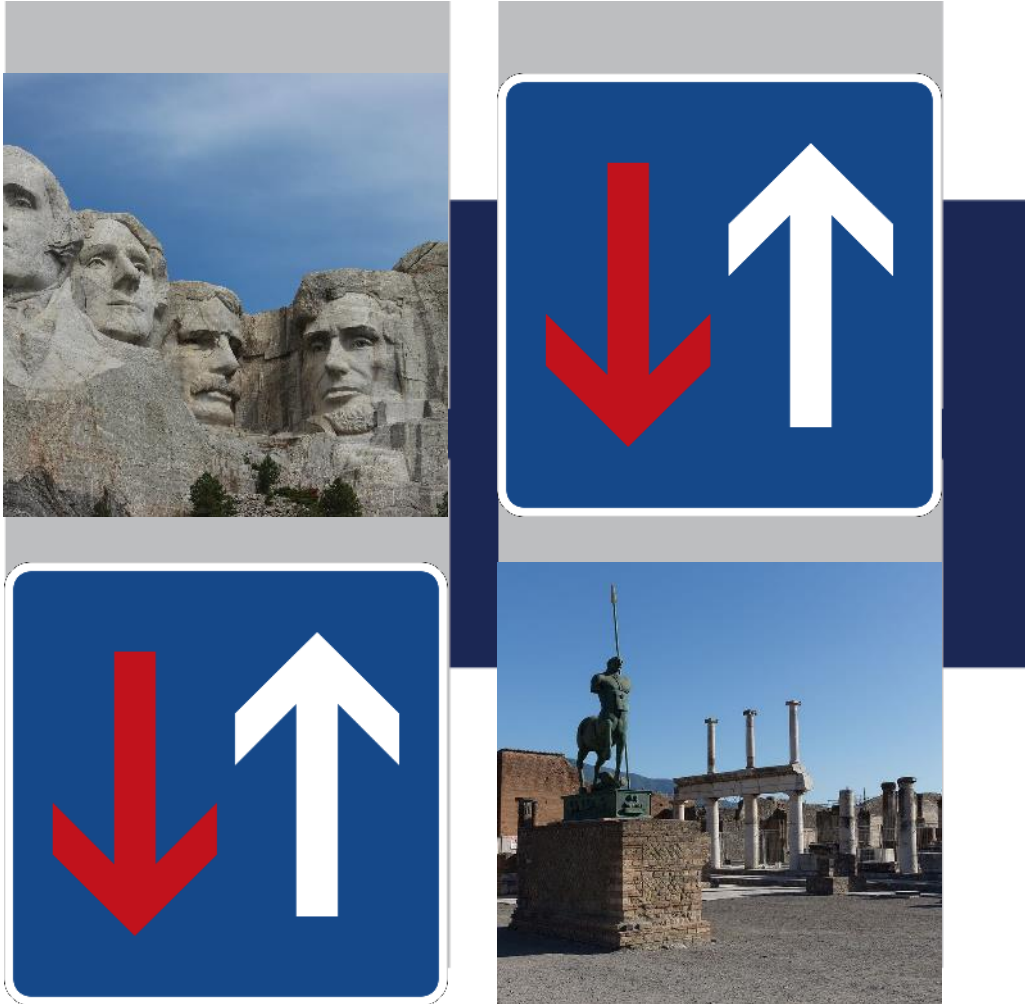
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- Revise 2.94.130 penalty from “a period not to exceed three years” to “three years.”



# Restricted Activities

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# Questions?



## Mission

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



## Vision

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## Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 21-409, Version: 1

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

**District 1, 3, and 8**

International Bridges, David Coronado, (915) 212-7505

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

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

**STRATEGIC GOAL:**

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

**SUBGOAL: 1.5 Stimulate economic growth through transit and bridges integration**

**SUBJECT:**

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

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

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Public Facilities and Services, Inc., the sole source provider for the upkeep, maintenance and monitoring of the automated public toilets located at the two downtown international bridges, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance: No contract variance.

Department:	International Bridges
Award to:	Public Facilities and Services, Inc. Roswell, GA
Annual Estimated Amount:	\$76,560.00
Total Estimated Award:	\$229,680.00 (3 years)
Account No.:	522060-564-3300-64830
Funding Source:	International Bridge Operations
District(s):	1, 3 and 8
Reference No.:	2021-0485

This is a Sole Source, service and maintenance 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:** International Bridges

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON NAME/PHONE:** David Coronado, International Bridges (915) 212-7505  
Bruce D. Collins, Director, Purchasing & Strategic Sourcing (915) 212-1181

**DISTRICT(S) AFFECTED:** 1, 3 & 8

**STRATEGIC GOAL NO. 6:** **Strategic Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**

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

**SUBJECT:**

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Public Facilities and Services, Inc., the sole source provider for the upkeep, maintenance and monitoring of the automated public toilets located at the two downtown international bridges, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

**BACKGROUND / DISCUSSION:**

This contract is intended to provide the continued maintenance and monitoring of the automated public toilets.

**SELECTION SUMMARY:**

N/A

**PROTEST**

☒ No protest received for this requirement.

☐ Protest received.

**CONTRACT VARIANCE:**

There is no variance.

**PRIOR COUNCIL ACTION:**

On July 10, 2018 City Council approved the award of contract 2018-1485.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$229,680.00  
522060-564-3300-64830

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

David A. Coronado

**COUNCIL PROJECT FORM  
(SOLE SOURCE)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR** agenda for the Council Meeting of **April 13, 2021**.

**STRATEGIC GOAL 1: Creative an Environment Conducive to Strong, Sustainable Economic Development.**

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

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Public Facilities and Services, Inc., the sole source provider for the upkeep, maintenance and monitoring of the automated public toilets located at the two downtown international bridges, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance: No contract variance.

Department:	International Bridges
Award to:	Public Facilities and Services, Inc. Roswell, GA
Annual Estimated Amount:	\$76,560.00
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Funding Source:	International Bridge Operations
District(s):	1, 3 and 8
Reference No.:	2021-0485

This is a Sole Source, service and maintenance contract.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*



## PURCHASING & STRATEGIC SOURCING DEPARTMENT

### SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Tony Berkley. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Public Facilities & Services
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
Exeloo Public Toilet Service & Maintenance
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this

1st

day of

March 2021

NOTARY PUBLIC

PRINTED NAME

MY COMMISSION EXPIRES

Chantell Sanders  
August 24, 2021



COMPANY NAME: Public Facilities & Services

ADDRESS, CITY, STATE & ZIP CODE: 4010 Stonewall Tell Rd, Atlanta, GA 30349

PHONE: 404-495-7414

FAX NUMBER: 404-829-2297

CONTACT NAME AND TITLE: Tony Berkley - President

WEB ADDRESS: www.publicfs.com

EMAIL: tony@publicfs.com

FEDERAL TAX ID NUMBER: 20-228273

TEXAS SALES TAX NUMBER: \_\_\_\_\_



March 1, 2021

Sandra Limon  
International Bridges Department  
City of El Paso  
300 N. Campbell  
El Paso, TX 79901

Dear Sandra:

This letter verifies that Public Facilities & Services is the only company operating in the United States trained and qualified to service and maintain Automated Public Restrooms. As such we are a Sole Source Agent for this service to the City of El Paso and other municipalities using Automated Public Restroom technology.

Automated Public Restrooms require technical knowledge of PLC computer systems specific to process control and low voltage systems. Additionally, they require periodic adjustments as identified by the manufacturer in a Preventative Maintenance schedule. Finally, they require a higher level of technical proficiency to provide janitorial maintenance as the person maintaining the unit must be able to operate the PLC through the control board in the service bay.

Public Facilities and Services is unique in that it trains its employees and provides its customers with a broad-based skill-set that includes both technical as well as janitorial services for the Automated Public Restrooms. Please also know that Public Facilities & Services is a minority owned business enterprise as certified by the Georgia Department of Transportation and City of Atlanta.

We appreciate the opportunity to maintain and service the Automated Public Restrooms for the City of El Paso and look forward to a continued business relationship.

Regards,

*Tony Berkley*

Tony Berkley  
President



Legislation Text

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**File #: 21-394, Version: 1**

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

**District 5**

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

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

**STRATEGIC GOAL:**

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

**SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs**

**SUBJECT:**

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

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

**Award Summary:**

Discussion and action on the award of Solicitation 2021-0793 Dick Shinaut and Salvador Rivas Park Improvements to PRIDE GENERAL CONTRACTORS, LLC for an estimated award of \$856,548.15. This contract will provide park improvements as follows:

Dick Shinaut Skate Park Improvements consists of new street plaza skate park, landscape and illumination improvements.

Salvador Rivas Park Improvements consist of the removal of existing sidewalk, curb and gutter, site clearing and grading, the preparation of subgrade and installation of new base course, landscape and illumination improvements.

Department:	Capital Improvement
Award to:	PRIDE GENERAL CONTRACTORS, LLC
	El Paso, TX
Item(s):	All
Initial Term:	190 Consecutive Calendar Days
Base Bid I:	\$479,141.33

Base Bid II: \$377,406.82  
Total Estimated Award: \$856,548.15  
Account No.: 190 - 4800 - 29010 - 580270 - PCP13PRKA05  
190 - 4800 - 29010 - 580270 - PCP13PRKA27A  
Funding Source: 2012 Quality of Life Bond  
District(s): 5

This is a Low Bid procurement, unit price contract.

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

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

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

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

**BACKGROUND / DISCUSSION:**

*Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of 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:** April 13, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845  
Bruce D. Collins, Purchasing Director, (915) 212-1811

**DISTRICT(S) AFFECTED:** 5

**STRATEGIC GOAL: NO. 4** **Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments**

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

**SUBJECT:**

Discussion and action on the award of solicitation 2021-0793 Dick Shinaut and Salvador Rivas Park Improvements to PRIDE GENERAL CONTRACTORS, LLC for an estimated award of \$856,548.15.

**BACKGROUND / DISCUSSION:**

Dick Shinaut Skatepark Improvements consists of new street plaza skate park and landscape improvements which include but are not limited to: removal and off-site disposal of existing asphalt path, benches, canopy, electrical illumination pole, etc., site clearing and preparation, subgrade preparation, new 6-inch reinforced concrete slab and skate ramps, grinding rails and ledges, concrete steps, new HMA path with header curb, new 6-inch unreinforced concrete pads for benches, retaining rockwalls, new landscaping trees, mulch, and irrigation system, new illumination fixtures on existing poles with appurtenances, complete in place as shown in the drawings and per technical specifications.

Salvador Rivas Park Improvements consist of the removal of existing sidewalk, curb and gutter, site clearing and grading, the preparation of subgrade and installation of new base course, new curb and gutter, new Hot Mix Asphaltic Concrete (HMA) parking lot, new concrete sidewalk, ADA ramps, and driveways, new landscaping elements such as trees, shrubs, boulders, rock mulch, weed barrier, and irrigation system, new illumination poles and appurtenances, complete in place as shown in the drawings and per the technical specifications.

**SELECTION SUMMARY:**

Solicitation was advertised on January 26, 2021 and February 2, 2021. The solicitation was posted on the City website on January 26, 2021. The email (Purmail) notification was sent out on January 28, 2021. There were a total of ninety-six (96) viewers. Six (6) bids were received, four (4) from local suppliers.

**PROTEST**

☒ No protest received for this requirement.

☐ Protest received.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided? ☐ Yes or ☒ No  
If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$856,548.15

Source: 2012 Quality of Life Bond

Account: 190 – 4800 – 29010 – 580270 – PCP13PRKA05  
190 – 4800 – 29010 – 580270 – PCP13PRKA27A

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

*Jerry DeMuro/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 **REGULAR AGENDA** for the Council Meeting of **APRIL 13, 2021**.

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

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

**Award Summary:**

Discussion and action on the award of solicitation 2021-0793 Dick Shinaut and Salvador Rivas Park Improvements to PRIDE GENERAL CONTRACTORS, LLC for an estimated award of \$856,548.15. This contract will provide park improvements as follows:

Dick Shinaut Skate Park Improvements consists of new street plaza skate park, landscape and illumination improvements.

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Department:	Capital Improvement
Award to:	PRIDE GENERAL CONTRACTORS, LLC El Paso, TX
Item(s):	All
Initial Term:	190 Consecutive Calendar Days
Base Bid I:	\$479,141.33
Base Bid II:	\$377,406.82
Total Estimated Award:	\$856,548.15
Account No.:	190 – 4800 – 29010 – 580270 – PCP13PRKA05 190 – 4800 – 29010 – 580270 – PCP13PRKA27A
Funding Source:	2012 Quality of Life Bond
District(s):	5

This is a Low Bid procurement, unit price contract.

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

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

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

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

### Bid Tab Summary

#### 2020-0793 Dick Shinaut and Salvador Rivas Park Improvements

Contractor	Base Bid I	Base Bid II	Sum Total Base Bids I & II
Pride General Contractors, LLC	\$ 479,141.33	\$ 377,406.82	\$ 856,548.15
PERIKIN Enterprises, LLC	\$ 541,226.82	\$ 583,269.38	\$ 1,124,496.20
Gracen Engineering & Construction, Inc.	\$ 782,253.17	\$ 368,031.89	\$ 1,150,285.06
Black Stallion Contractors, Inc.	\$ 773,780.68	\$ 430,635.81	\$ 1,204,416.49
Noble General Contractors, LLC	\$ 959,684.75	\$ 347,977.22	\$ 1,307,661.97
HAWK Construction	\$ 813,731.51	\$ 555,322.58	\$ 1,369,054.09



# CITY OF EL PASO BID TABULATION FORM



**BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS** **BID NO: 2021-0793**

**BID DATE: FEBRUARY 24, 2021** **DEPARTMENT: CAPITAL IMPROVEMENT**

				Black Stallion Contractors, Inc.  El Paso, TX BIDDER 1 OF 6		Gracen Engineering & Construction, Inc.  El Paso, TX BIDDER 2 OF 6		HAWK Construction  Horizon City, TX BIDDER 3 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID I</b>									
1.	13,920	SF	DEMOLITION OF EXISTING CONCRETE, RAMPS, ETC.	\$1.06	\$14,755.20	\$0.23	\$3,201.60 Contractor's Price: \$3,200.55	\$2.32	\$32,294.40
2.	2,927	SY	CLEAR AND GRUB/SITE PREP/EARTHWORK	\$15.90	\$46,539.30	\$7.19	\$21,045.13 Contractor's Price: \$21,030.94	\$0.72	\$2,107.44
3.	1,060	SY	SUBGRADE PREPARATION	\$2.70	\$2,862.00	\$3.59	\$3,805.40 Contractor's Price: \$3,808.13	\$13.99	\$14,829.40
4.	1,060	SY	NEW 6-INCH REINFORCED CONCRETE	\$146.28	\$155,056.80	\$155.68	\$165,020.80 Contractor's Price: \$165,018.99	\$157.02	\$166,441.20
5.	162	CY	NEW 6-IN REINFORCED SKATE RAMPS COMPLETE IN PLACE	\$1,113.00	\$180,306.00	\$1,197.53	\$193,999.86 Contractor's Price: \$193,999.10	\$1,200.92	\$194,549.04
6.	506	LF	NEW PLANTERS	\$127.20	\$64,363.20	\$107.78	\$54,536.68 Contractor's Price: \$54,535.30	\$68.86	\$34,843.16
7.	428	LF	NEW HEADER CURB	\$12.72	\$5,444.16	\$14.37	\$6,150.36 Contractor's Price: \$6,150.49	\$20.76	\$8,885.28
8.	160	SY	NEW HMAC PATH	\$38.16	\$6,105.60	\$40.72	\$6,515.20 Contractor's Price: \$6,514.54	\$38.91	\$6,225.60

Approved By: /s/  
Date: 3/8/2021



## CITY OF EL PASO BID TABULATION FORM



<b>BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS</b>								<b>BID NO: 2021-0793</b>	
<b>BID DATE: FEBRUARY 24, 2021</b>								<b>DEPARTMENT: CAPITAL IMPROVEMENT</b>	
				<b>Black Stallion Contractors, Inc.</b>  <b>El Paso, TX</b> <b>BIDDER 1 OF 6</b>		<b>Gracen Engineering &amp; Construction, Inc.</b>  <b>El Paso, TX</b> <b>BIDDER 2 OF 6</b>		<b>HAWK Construction</b>  <b>Horizon City, TX</b> <b>BIDDER 3 OF 6</b>	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID I</b>									
9.	60	PERCH	NEW ROCK RETAINING WALL INCLUDING FOOTINGS	\$159.00	\$9,540.00	\$209.57	\$12,574.20 Contractor's Price: \$12,574.02	\$174.22	\$10,453.20
10.	7	CY	NEW CONCRETE BENCHES	\$424.00	\$2,968.00	\$359.26	\$2,514.82 Contractor's Price: \$2,514.80	\$1,742.22	\$12,195.54
11.	58	LF	NEW BRINDING RAILS	\$1,547.60	\$89,760.80	\$1,747.76	\$101,370.08 Contractor's Price: \$101,370.33	\$1,695.16	\$98,319.28
12.	250	SF	NEW CONCRETE STEPS	\$148.40	\$37,100.00	\$167.65	\$41,912.50 Contractor's Price: \$41,913.39	\$162.61	\$40,652.50
13.	110	SF	NEW 6-INCH UNREINFORCED CONCRETE PADS FOR BENCHES	\$6.36	\$699.60	\$5.99	\$658.90 Contractor's Price: \$658.64	\$14.26	\$1,568.60
14	1	EA	NEW WATER FOUNTAIN, WATER SERVICE LINE AND CONNECTION	\$15,900.00	\$15,900.00	\$9,580.20	\$9,580.20	\$26,670.45	\$26,670.45
15.	6	MO	SWPPP	\$2,650.00	\$15,900.00	\$1,197.53	\$7,185.18 Contractor's Price: \$7,185.15	\$1,167.16	\$7,002.96





## CITY OF EL PASO BID TABULATION FORM



**BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS**

**BID NO: 2021-0793**

**BID DATE: FEBRUARY 24, 2021**

**DEPARTMENT: CAPITAL IMPROVEMENT**

				Black Stallion Contractors, Inc.  El Paso, TX BIDDER 1 OF 6		Gracen Engineering & Construction, Inc.  El Paso, TX BIDDER 2 OF 6		HAWK Construction  Horizon City, TX BIDDER 3 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID I</b>									
16.	215	LF	6-INCH CONCRETE CURB MOWSTRIP	\$10.60	\$2,279.00	\$10.78	\$2,317.70 Contractor's Price: \$2,317.21	\$12.87	\$2,767.05
17.	130	SF	1-1/2-IN ROCK MULCH, 3-IN DEPTH WITH WEED FABRIC UNDERLAYMENT	\$2.44	\$317.20	\$3.25	\$422.50 Contractor's Price: \$421.89	\$3.15	\$409.50
18.	700	SF	SYNTHETIC GRASS	\$26.50	\$18,550.00	\$18.60	\$13,020.00 Contractor's Price: \$13,018.30	\$18.04	\$12,628.00
19.	1	EA	TABLE (3 SEATS)	\$3,392.00	\$3,392.00	\$3,421.33	\$3,421.33	\$4,413.63	\$4,413.63
20.	4	EA	BENCH 6-FT	\$2,120.00	\$8,480.00	\$2,313.62	\$9,254.48	\$1,161.49	\$4,645.96
21.	8	EA	2-IN CALIPER TREES	\$721.86	\$5,774.88	\$502.96	\$4,023.68 Contractor's Price: \$4,023.67	\$487.82	\$3,902.56
22.	87	EA	1-GALLON SHRUBS	\$10.60	\$922.20	\$19.26	\$1,675.62 Contractor's Price: \$1,719.05	\$19.16	\$1,666.92

Approved By: /s/  
Date: 3/8/2021

2021-0793 Dick Shinaut Park And Salvador Rivas Park Improvements

Page 3 of 22



# CITY OF EL PASO BID TABULATION FORM



BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS								BID NO: 2021-0793	
BID DATE: FEBRUARY 24, 2021								DEPARTMENT: CAPITAL IMPROVEMENT	
				Black Stallion Contractors, Inc.  El Paso, TX BIDDER 1 OF 6		Gracen Engineering & Construction, Inc.  El Paso, TX BIDDER 2 OF 6		HAWK Construction  Horizon City, TX BIDDER 3 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID I</b>									
23.	11,200	SF	TIFWAY HYBRID BERMUDA SOD	\$1.02	\$11,424.00	\$1.14	\$12,768.00 Contractor's Price: \$12,741.67	\$1.10	\$12,320.00
24.	1	LS	IRRIGATION SYSTEM	\$15,900.00	\$15,900.00	\$34,590.52	\$34,590.52	\$33,566.83	\$33,566.83
25.	6	EA	REMOVAL OF EXISTING FIXTURES ON EXISTING POLES AND BRACKETS	\$95.40	\$572.40	\$419.13	\$2,514.78 Contractor's Price: \$2,514.80	\$348.45	\$2,090.70
26.	6	EA	NEW LED LIGHT FISTURES ON EACH POLE AND INSTALLATION	\$901.00	\$5,406.00	\$1,137.65	\$6,825.90 Contractor's Price: \$6,825.89	\$1,393.78	\$8,362.68
27.	4	EA	NEW MOUNTING BRACKETS ON POLES FOR BRACKETS	\$450.50	\$1,802.00	\$598.76	\$2,395.04 Contractor's Price: \$2,395.05	\$464.60	\$1,858.40
28.	1	EA	REMOVAL OF EXISTING DIRECT BURIED CONCRETE 36' POLE AND RE-INSTALL	\$477.00	\$477.00	\$538.87	\$538.87 Contractor's Price: \$538.89	\$2,903.70	\$2,903.70
29.	2	EA	NEW DIRECT BURIED CONCRETE 30 - FT POLE AND INSTALLATION	\$5,406.00	\$10,812.00	\$7,245.03	\$14,490.06	\$8,478.82	\$16,957.64
30.	400	EA	2-IN CONDUIT SCHEDULE 40 FOR LIGHTING	\$2.23	\$892.00	\$5.27	\$2,108.00 Contractor's Price: \$2,107.64	\$17.42	\$6,968.00



# CITY OF EL PASO BID TABULATION FORM



BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS								BID NO: 2021-0793	
BID DATE: FEBRUARY 24, 2021								DEPARTMENT: CAPITAL IMPROVEMENT	
				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 6		Gracen Engineering & Construction, Inc. El Paso, TX BIDDER 2 OF 6		HAWK Construction Horizon City, TX BIDDER 3 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID I</b>									
31.	200	LF	#8 WIRE SIZE	\$0.74	\$148.00	\$1.08	\$216.00 Contractor's Price: \$215.55	\$3.37	\$674.00
32.	200	LF	#10 WIRE SIZE	\$0.53	\$106.00	\$0.96	\$192.00 Contractor's Price: \$191.60	\$2.61	\$522.00
33.	400	LF	TRENCHING (12-IN X 36-IN X LENGTH AS REQUIRED)	\$6.68	\$2,672.00	\$7.70	\$3,080.00 Contractor's Price: \$3,080.04	\$6.97	\$2,788.00
34.	2	LF	IN-GROUND PULLBOXES	\$556.50	\$1,113.00	\$538.89	\$1,077.78 Contractor's Price: \$1,077.77	\$1,103.41	\$2,206.82
<b>BASE BID 1</b>									
SUM TOTAL BASE BID (ITEMS 1 THRU 35)				\$738,340.34		\$745,003.17 Contractor's Price: \$745,000.00		\$778,690.44	
MOBILIZATION (NOT TO EXCEED 5%)				\$35,440.34		\$37,250.00		\$35,041.07	
SUM TOTAL (BASE BID AND MOBILIZATION)				\$773,780.68		\$782,253.17 Contractor's Price: \$782,250.00		\$813,731.51	



# CITY OF EL PASO



**BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS**

**BID NO: 2021-0793**

**BID DATE: FEBRUARY 24, 2021**

**DEPARTMENT: CAPITAL IMPROVEMENT**

				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 6		Gracen Engineering & Construction, Inc. El Paso, TX BIDDER 2 OF 6		HAWK Construction Horizon City, TX BIDDER 3 OF 6	
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<b>BASE BID II</b>									
1.	1	LS	DEMOLITION OF EXISTING SIDEWALK, CURB AND GUTTER, ETC.	\$10,070.00	\$10,070.00	\$1,929.66	\$1,929.66	\$2,555.47	\$2,555.47
2.	6,410	SY	CLEAR AND GRUB/SITE PREP/EARTHWORK	\$16.03	\$102,752.30	\$2.45	\$15,704.50 Contractor's Price: \$15,716.80	\$0.22	\$1,410.20
3.	6,410	SY	SUBGRADE PREPARATION	\$2.65	\$16,986.50	\$1.84	\$11,794.40 Contractor's Price: \$11,787.60	\$2.31	\$14,807.10
4.	1,030	LF	NEW CURB AND GUTTER	\$19.08	\$19,652.40	\$15.32	\$15,779.60 Contractor's Price: \$15,784.22	\$15.80	\$16,274.00
5.	4,560	SY	NEW 6-IN BASE COURSE	\$6.63	\$30,232.80	\$8.58	\$39,124.80 Contractor's Price: \$39,132.61	\$7.90	\$36,024.00
6.	4,560	SY	NEW HMAC	\$10.60	\$48,336.00	\$15.94	\$72,686.40 Contractor's Price: \$72,674.85	\$11.98	\$54,628.80
7.	540	SF	NEW 6-INCH REINFORCED DRIVEWAYS	\$7.42	\$4,006.80	\$7.36	\$3,974.40 Contractor's Price: \$3,972.11	\$15.02	\$8,110.80
8.	86	LF	STANDARD CURB	\$12.72	\$1,093.92	\$13.49	\$1,160.14 Contractor's Price: \$1,159.76	\$23.91	\$2,056.26



# CITY OF EL PASO



BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS								BID NO: 2021-0793	
BID DATE: FEBRUARY 24, 2021								DEPARTMENT: CAPITAL IMPROVEMENT	
				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 6		Gracen Engineering & Construction, Inc. El Paso, TX BIDDER 2 OF 6		HAWK Construction Horizon City, TX BIDDER 3 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
BASE BID II									
9.	260	SF	NEW ADA RAMPS	\$14.84	\$3,858.40	\$20.23	\$5,259.80	\$27.62	\$7,181.20
							Contractor's Price: \$5,259.36		
10.	4,040	SF	NEW 4-INCH SIDEWALK	\$5.30	\$21,412.00	\$5.52	\$22,300.80	\$5.11	\$20,644.40
							Contractor's Price: \$22,287.94		
11.	1	EA	4-FT WIDE FLUME	\$3,180.00	\$3,180.00	\$2,206.73	\$2,206.73	\$3,936.98	\$3,936.98
12.	8	EA	SIGNS	\$901.00	\$7,208.00	\$612.98	\$4,903.84	\$265.24	\$2,121.92
13.	8	EA	WHEEL STOPS	\$190.80	\$1,526.40	\$122.60	\$980.80	\$108.84	\$870.72
							Contractor's Price: \$980.77		
14.	1	EA	DESILTING BASIN	\$4,770.00	\$4,770.00	\$919.47	\$919.47	\$2,398.16	\$2,398.16
15.	1	LS	SWPPP	\$14,840.00	\$14,840.00	\$4,903.84	\$4,903.84	\$7,002.97	\$7,002.97



# CITY OF EL PASO

## BID TABULATION FORM



<b>BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS</b>	<b>BID NO: 2021-0793</b>
<b>BID DATE: FEBRUARY 24, 2021</b>	<b>DEPARTMENT: CAPITAL IMPROVEMENT</b>

				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 6		Gracen Engineering & Construction, Inc. El Paso, TX BIDDER 2 OF 6		HAWK Construction Horizon City, TX BIDDER 3 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID II</b>									
16.	1	LS	PAVEMENT MARKINGS	\$424.00	\$424.00	\$6,129.80	\$6,129.80	\$5,807.41	\$5,807.41
17.	1	LS	TRAFFIC CONTROL PLAN	\$14,310.00	\$14,310.00	\$14,711.51	\$14,711.51	\$2,322.97	\$2,322.97
18.	550	LF	6-INCH CONCRETE CURB	\$12.72	\$6,996.00	\$13.49	\$7,419.50 Contractor's Price: \$7,417.05	\$12.87	\$7,078.50
19.	1,580	SF	SCREENINGS 3-IN DEEP WITH WEED FABRIC UNDERLAYMENT	\$2.00	\$3,160.00	\$1.56	\$2,464.80 Contractor's Price: \$2,460.01	\$1.48	\$2,338.40
20.	3,260	SF	1-1/2-IN ROCK MULCH, 3-IN DEPTH WITH WEED FABRIC UNDERLAYMENT	\$1.46	\$4,759.60	\$2.04	\$6,650.40 Contractor's Price: \$6,634.40	\$1.93	\$6,291.80
21.	6,180	SF	4-6-IN ROCK MULCH, 6-IN DEPTH WITH WEED FABRIC UNDERLAYMENT	\$2.57	\$15,882.60	\$1.64	\$10,135.20 Contractor's Price: \$10,152.41	\$1.56	\$9,640.80
22.	1	LS	MINOR GRADING	\$9,010.00	\$9,010.00	\$3,677.88	\$3,677.88	\$7,177.96	\$7,177.96

Approved By: /s/  
Date: 3/8/2021



## CITY OF EL PASO BID TABULATION FORM



<b>BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS</b>	<b>BID NO: 2021-0793</b>
<b>BID DATE: FEBRUARY 24, 2021</b>	<b>DEPARTMENT: CAPITAL IMPROVEMENT</b>

				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 6		Gracen Engineering & Construction, Inc. El Paso, TX BIDDER 2 OF 6		HAWK Construction Horizon City, TX BIDDER 3 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID II</b>									
23.	31	EA	2-IN CALIPER TREES	\$466.40	\$14,458.40	\$612.98	\$19,002.38 Contractor's Price: \$19,002.37	\$580.74	\$18,002.94
24.	205	EA	5-GAL SHRUBS/UNDERCOVER	\$27.56	\$5,649.80	\$33.10	\$6,785.50 Contractor's Price: \$6,785.68	\$31.36	\$6,428.80
25.	39	EA	1-GAL SHRUBS/UNDERCOVER	\$10.60	\$413.40	\$20.23	\$788.97 Contractor's Price: \$788.90	\$19.16	\$747.24
26.	1	LS	IRRIGATION SYSTEM	\$22,260.00	\$22,260.00	\$32,322.41	\$32,322.41	\$7,177.96	\$7,177.96
27.	3	EA	30-FT SQUARE TAPERED STEEL POLE	\$1,166.00	\$3,498.00	\$1,379.20	\$4,137.60 Contractor's Price: \$4,137.61	\$9,872.60	\$29,617.80
28.	3	EA	CONCRETE POLE BASE, REBAR, ANCHOR BOLTS	\$848.00	\$2,544.00	\$1,532.45	\$4,597.35	\$46,459.29	\$139,377.87
29.	6	EA	FIXTURE ON POLE WITH BRACKETS	\$874.50	\$5,247.00	\$1,042.07	\$6,252.42 Contractor's Price: \$6,252.39	\$3,484.45	\$20,906.70
30.	3	EA	INSTALLATION OF POLES AND FIXTURES	\$212.00	\$636.00	\$1,471.15	\$4,413.45	\$17,422.23	\$52,266.69





# CITY OF EL PASO BID TABULATION FORM



**BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS** **BID NO: 2021-0793**

**BID DATE: FEBRUARY 24, 2021** **DEPARTMENT: CAPITAL IMPROVEMENT**

				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 6		Gracen Engineering & Construction, Inc. El Paso, TX BIDDER 2 OF 6		HAWK Construction Horizon City, TX BIDDER 3 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID II</b>									
31.	700	LF	1/2-IN ELECTRICAL CONDUIT SCHEDULE 40 FOR LIGHTING	\$0.37	\$259.00	\$4.29	\$3,003.00 Contractor's Price: \$3,003.60	\$5.81	\$4,067.00
32.	5	LF	1-1/2-IN ELECTRICAL CONDUIT SCHEDULE 40	\$2.23	\$11.15	\$4.90	\$24.50 Contractor's Price: \$24.52	\$17.42	\$87.10
33.	1,000	LF	#10 WIRE SIZE	\$0.53	\$530.00	\$0.98	\$980.00 Contractor's Price: \$980.77	\$2.61	\$2,610.00
34.	300	LF	#8 WIRE SIZE	\$0.74	\$222.00	\$1.10	\$330.00 Contractor's Price: \$980.77	\$3.48	\$1,044.00
35.	900	LF	TRENCHING (12"X36"X LENGTH REQUIRED)	\$6.63	\$5,967.00	\$7.88	\$7,092.00 Contractor's Price: \$7,094.63	\$3.48	\$3,132.00
36.	1	EA	120V,20A/1P CIRCUIT BREAKER	\$32.86	\$32.86	\$183.89	\$183.89	\$1,742.22	\$1,742.22
37.	5	LF	#1 WIRE SIZE	\$1.86	\$9.30	\$2.33	\$11.65	\$58.07	\$290.35
38.	1	EA	PANEL BOARD 125A MCB, NEMA 3R	\$943.40	\$943.40	\$1,164.66	\$1,164.66	\$3,484.45	\$3,484.45
39.	1	EA	7 DAY ASTRONOMICAL TIME CLOCK	\$1,272.00	\$1,272.00	\$1,539.75	\$1,539.75	\$2,322.97	\$2,322.97
40.	4	EA	120V,20A/1P LIGHTING CONTACTOR	\$477.00	\$1,908.00	\$612.98	\$2,451.92	\$2,903.71	\$11,614.84



# CITY OF EL PASO

## BID TABULATION FORM



BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS								BID NO: 2021-0793	
BID DATE: FEBRUARY 24, 2021								DEPARTMENT: CAPITAL IMPROVEMENT	
				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 6		Gracen Engineering & Construction, Inc. El Paso, TX BIDDER 2 OF 6		HAWK Construction Horizon City, TX BIDDER 3 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID II</b>									
41.	1	EA	IN-GROUND PULLBOXES	\$556.50	\$556.50	\$551.68	\$551.68	\$2,322.97	\$2,322.97
42.	1	EA	GROUND ROD	\$26.50	\$26.50	\$55.17	\$55.17	\$3,484.45	\$3,484.45
<b>BASE BID II</b>									
SUM TOTAL BASE BID (ITEMS 1 THRU 42)				\$410,912.03	\$350,506.57		\$531,409.17		
					Contractor's Price: \$350,550.00				
MOBILIZATION (NOT TO EXCEED 5% )				\$19,723.78	\$17,525.32		\$23,913.41		
					Contractor's Price: \$17,528.00				
SUM TOTAL (BASE BID II AND MOBILIZATION)				\$430,635.81	\$368,031.89		\$555,322.58		
					Contractor's Price: \$368,078.00				
SUM TOTAL BASE BID I AND BASE BID II				\$1,204,416.49	\$1,150,285.06		\$1,369,054.09		
					Contractor's Price: \$1,150,328.00				
AMENDMENTS ACKNOWLEDGED				YES		YES		YES	
BID BOND SUBMITTED				YES		YES		YES	



# CITY OF EL PASO BID TABULATION FORM



BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS								BID NO: 2021-0793	
BID DATE: FEBRUARY 24, 2021								DEPARTMENT: CAPITAL IMPROVEMENT	
				Noble General Contractors, LLC El Paso, TX BIDDER 4 OF 6		PERIKIN Enterprises, LLC Albuquerque, NM BIDDER 5 OF 6		Pride General Contractors, LLC El Paso, TX BIDDER 6 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
BASE BID I									
1.	13,920	SF	DEMOLITION OF EXISTING CONCRETE, RAMPS, ETC.	\$1.18	\$16,425.60	\$1.43	\$19,905.60	\$1.33	\$18,513.60
2.	2,927	SY	CLEAR AND GRUB/SITE PREP/EARTHWORK	\$7.08	\$20,723.16	\$17.57	\$51,427.39	\$18.30	\$53,564.10
3.	1,060	SY	SUBGRADE PREPARATION	\$3.54	\$3,752.40	\$35.49	\$37,619.40	\$3.63	\$3,847.80
4.	1,060	SY	NEW 6-INCH REINFORCED CONCRETE	\$167.77	\$177,836.20	\$75.90	\$80,454.00	\$108.90	\$115,434.00
5.	162	CY	NEW 6-IN REINFORCED SKATE RAMPS COMPLETE IN PLACE	\$2,339.42	\$378,986.04	\$784.34	\$127,063.08	\$423.50	\$68,607.00
6.	506	LF	NEW PLANTERS	\$139.89	\$70,784.34	\$18.53	\$9,376.18	\$66.55	\$33,674.30
7.	428	LF	NEW HEADER CURB	\$14.16	\$6,060.48	\$14.31	\$6,124.68	\$21.78	\$9,321.84
8.	160	SY	NEW HMAC PATH	\$40.11	\$6,417.60	\$25.30	\$4,048.00	\$43.11	\$6,897.60



## CITY OF EL PASO BID TABULATION FORM



**BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS** **BID NO: 2021-0793**  
**BID DATE: FEBRUARY 24, 2021** **DEPARTMENT: CAPITAL IMPROVEMENT**

				Noble General Contractors, LLC El Paso, TX BIDDER 4 OF 6		PERIKIN Enterprises, LLC Albuquerque, NM BIDDER 5 OF 6		Pride General Contractors, LLC El Paso, TX BIDDER 6 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID I</b>									
9.	60	PERCH	NEW ROCK RETAINING WALL INCLUDING FOOTINGS	\$815.97	\$48,958.20	\$392.17	\$23,530.20	\$272.25	\$16,335.00
10.	7	CY	NEW CONCRETE BENCHES	\$943.78	\$6,606.46	\$500.35	\$3,502.45	\$363.00	\$2,541.00
11.	58	LF	NEW BRINDING RAILS	\$125.70	\$7,290.60	\$83.21	\$4,826.18	\$145.20	\$8,421.60
12.	250	SF	NEW CONCRETE STEPS	\$334.52	\$83,630.00	\$9.00	\$2,250.00	\$42.35	\$10,587.50
13.	110	SF	NEW 6-INCH UNREINFORCED CONCRETE PADS FOR BENCHES	\$5.90	\$649.00	\$7.73	\$850.30	\$7.26	\$798.60
14	1	EA	NEW WATER FOUNTAIN, WATER SERVICE LINE AND CONNECTION	\$4,129.03	\$4,129.03	\$4,919.17	\$4,919.17	\$12,100.00	\$12,100.00
15.	6	MO	SWPPP	\$983.10	\$5,898.60	\$281.17	\$1,687.02	\$726.00	\$4,356.00



# CITY OF EL PASO BID TABULATION FORM



**BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS**

**BID NO: 2021-0793**

**BID DATE: FEBRUARY 24, 2021**

**DEPARTMENT: CAPITAL IMPROVEMENT**

				Noble General Contractors, LLC  El Paso, TX  BIDDER 4 OF 6		PERIKIN Enterprises, LLC  Albuquerque, NM  BIDDER 5 OF 6		Pride General Contractors, LLC  El Paso, TX  BIDDER 6 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID I</b>									
16.	215	LF	6-INCH CONCRETE CURB MOWSTRIP	\$17.70	\$3,805.50	\$13.72	\$2,949.80	\$15.73	\$3,381.95
17.	130	SF	1-1/2-IN ROCK MULCH, 3-IN DEPTH WITH WEED FABRIC UNDERLAYMENT	\$1.59	\$206.70	\$3.23	\$419.90	\$1.51	\$196.30
18.	700	SF	SYNTHETIC GRASS	\$11.80	\$8,260.00	\$35.14	\$24,598.00	\$6.05	\$4,235.00
19.	1	EA	TABLE (3 SEATS)	\$3,254.86	\$3,254.86	\$3,155.65	\$3,155.65	\$2,662.00	\$2,662.00
20.	4	EA	BENCH 6-FT	\$1,408.59	\$5,634.36	\$1,855.44	\$7,421.76	\$1,089.00	\$4,356.00
21.	8	EA	2-IN CALIPER TREES	\$324.42	\$2,595.36	\$955.83	\$7,646.64	\$423.50	\$3,388.00
22.	87	EA	1-GALLON SHRUBS	\$21.24	\$1,847.88	\$14.06	\$1,223.22	\$12.10	\$1,052.70

Approved By: /s/  
Date: 3/8/2021

2021-0793 Dick Shinaut Park And Salvador Rivas Park Improvements

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# CITY OF EL PASO BID TABULATION FORM



BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS								BID NO: 2021-0793	
BID DATE: FEBRUARY 24, 2021								DEPARTMENT: CAPITAL IMPROVEMENT	
				Noble General Contractors, LLC  El Paso, TX BIDDER 4 OF 6		PERIKIN Enterprises, LLC  Albuquerque, NM BIDDER 5 OF 6		Pride General Contractors, LLC  El Paso, TX BIDDER 6 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID I</b>									
23.	11,200	SF	TIFWAY HYBRID BERMUDA SOD	\$1.00	\$11,200.00	\$3.49	\$39,088.00	\$2.42	\$27,104.00
24.	1	LS	IRRIGATION SYSTEM	\$17,105.98	\$17,105.98	\$20,908.79	\$20,908.79	\$16,637.50	\$16,637.50
25.	6	EA	REMOVAL OF EXISTING FIXTURES ON EXISTING POLES AND BRACKETS	\$1,380.88	\$8,285.28	\$497.97	\$2,987.82	\$129.92	\$779.52
26.	6	EA	NEW LED LIGHT FISTURES ON EACH POLE AND INSTALLATION	\$1,380.88	\$8,285.28	\$1,335.35	\$8,012.10	\$1,075.42	\$6,452.52
27.	4	EA	NEW MOUNTING BRACKETS ON POLES FOR BRACKETS	\$888.99	\$3,555.96 Contractor's Price: \$4,216.19	\$702.82	\$2,811.28	\$469.40	\$1,877.60
28.	1	EA	REMOVAL OF EXISTING DIRECT BURIED CONCRETE 36' POLE AND RE-INSTALL	\$7,078.34	\$7,078.34	\$632.53	\$632.53	\$486.61	\$486.61
29.	2	EA	NEW DIRECT BURIED CONCRETE 30 - FT POLE AND INSTALLATION	\$767.86	\$1,535.72	\$8,504.08	\$17,008.16	\$6,754.41	\$13,508.82
30.	400	EA	2-IN CONDUIT SCHEDULE 40 FOR LIGHTING	\$1.86	\$744.00	\$6.18	\$2,472.00	\$4.63	\$1,852.00



# CITY OF EL PASO

## BID TABULATION FORM



BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS								BID NO: 2021-0793	
BID DATE: FEBRUARY 24, 2021								DEPARTMENT: CAPITAL IMPROVEMENT	
				Noble General Contractors, LLC El Paso, TX BIDDER 4 OF 6		PERIKIN Enterprises, LLC Albuquerque, NM BIDDER 5 OF 6		Pride General Contractors, LLC El Paso, TX BIDDER 6 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID I</b>									
31.	200	LF	#8 WIRE SIZE	\$0.50	\$100.00	\$1.27	\$254.00	\$3.04	\$608.00
32.	200	LF	#10 WIRE SIZE	\$0.71	\$142.00	\$1.12	\$224.00	\$2.30	\$460.00
33.	400	LF	TRENCHING (12-IN X 36-IN X LENGTH AS REQUIRED)	\$2.81	\$1,124.00	\$9.04	\$3,616.00	\$11.57	\$4,628.00
34.	2	LF	IN-GROUND PULLBOXES	\$887.91	\$1,775.82	\$632.53	\$1,265.06	\$1,023.18	\$2,046.36
<b>BASE BID 1</b>									
<b>SUM TOTAL BASE BID (ITEMS 1 THRU 35)</b>				<b>\$924,684.75</b>	<b>\$524,278.36</b>		<b>\$460,712.82</b>		
					<b>Contractor's Price: \$525,684.00</b>				
<b>MOBILIZATION (NOT TO EXCEED 5%)</b>				<b>\$35,000.00</b>	<b>\$16,948.46</b>		<b>\$18,428.51</b>		
<b>SUM TOTAL (BASE BID AND MOBILIZATION)</b>				<b>\$959,684.75</b>	<b>\$541,226.82</b>		<b>\$479,141.33</b>		
					<b>Contractor's Price: \$542,632.46</b>				

Approved By: /s/  
Date: 3/8/2021





## CITY OF EL PASO BID TABULATION FORM


**BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS**
**BID NO: 2021-0793**
**BID DATE: FEBRUARY 24, 2021**
**DEPARTMENT: CAPITAL IMPROVEMENT**

				Noble General Contractors, LLC  El Paso, TX  BIDDER 4 OF 6		PERIKIN Enterprises, LLC  Albuquerque, NM  BIDDER 5 OF 6		Pride General Contractors, LLC  El Paso, TX  BIDDER 6 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID II</b>									
1.	1	LS	DEMOLITION OF EXISTING SIDEWALK, CURB AND GUTTER, ETC.	\$2,265.75	\$2,265.75	\$12,543.56	\$12,543.56	\$16,940.00	\$16,940.00
2.	6,410	SY	CLEAR AND GRUB/SITE PREP/EARTHWORK	\$2.52	\$16,153.20	\$16.50	\$105,765.00	\$6.20	\$39,742.00
3.	6,410	SY	SUBGRADE PREPARATION	\$1.89	\$12,114.90	\$11.22	\$71,920.20	\$3.03	\$19,422.30
4.	1,030	LF	NEW CURB AND GUTTER	\$17.62	\$18,148.60	\$19.81	\$20,404.30	\$22.39	\$23,061.70
5.	4,560	SY	NEW 6-IN BASE COURSE	\$8.81	\$40,173.60	\$16.83	\$76,744.80	\$7.53	\$34,336.80
6.	4,560	SY	NEW HMAC	\$16.36	\$74,601.60	\$20.47	\$93,343.20	\$11.99	\$54,674.40
7.	540	SF	NEW 6-INCH REINFORCED DRIVEWAYS	\$6.23	\$3,364.20	\$11.22	\$6,058.80	\$8.59	\$4,638.60
8.	86	LF	STANDARD CURB	\$16.36	\$1,406.96	\$15.18	\$1,305.48	\$15.73	\$1,352.78

 Approved By: /s/  
 Date: 3/8/2021



# CITY OF EL PASO BID TABULATION FORM



**BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS** **BID NO: 2021-0793**

**BID DATE: FEBRUARY 24, 2021** **DEPARTMENT: CAPITAL IMPROVEMENT**

				Noble General Contractors, LLC El Paso, TX BIDDER 4 OF 6		PERIKIN Enterprises, LLC Albuquerque, NM BIDDER 5 OF 6		Pride General Contractors, LLC El Paso, TX BIDDER 6 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID II</b>									
9.	260	SF	NEW ADA RAMPS	\$22.27	\$5,790.20	\$7.26	\$1,887.60	\$32.67	\$8,494.20
10.	4,040	SF	NEW 4-INCH SIDEWALK	\$5.85	\$23,634.00	\$5.28	\$21,331.20	\$6.05	\$24,442.00
11.	1	EA	4-FT WIDE FLUME	\$755.25	\$755.25	\$2,442.67	\$2,442.67	\$4,477.00	\$4,477.00
12.	8	EA	SIGNS	\$188.81	\$1,510.48	\$330.09	\$2,640.72	\$363.00	\$2,904.00
13.	8	EA	WHEEL STOPS	\$151.05	\$1,208.40	\$112.32	\$898.56	\$121.00	\$968.00
14	1	EA	DESILTING BASIN	\$944.06	\$944.06	\$2,984.02	\$2,984.02	\$5,808.00	\$5,808.00
15.	1	LS	SWPPP	\$5,035.00	\$5,035.00	\$264.07	\$264.07	\$6,050.00	\$6,050.00



# CITY OF EL PASO

## BID TABULATION FORM



BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS								BID NO: 2021-0793	
BID DATE: FEBRUARY 24, 2021								DEPARTMENT: CAPITAL IMPROVEMENT	
				Noble General Contractors, LLC		PERIKIN Enterprises, LLC		Pride General Contractors, LLC	
				El Paso, TX		Albuquerque, NM		El Paso, TX	
				BIDDER 4 OF 6		BIDDER 5 OF 6		BIDDER 6 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID II</b>									
16.	1	LS	PAVEMENT MARKINGS	\$4,405.62	\$4,405.62	\$24,030.62	\$24,030.62	\$5,808.00	\$5,808.00
17.	1	LS	TRAFFIC CONTROL PLAN	\$6,293.75	\$6,293.75	\$594.16	\$594.16	\$3,630.00	\$3,630.00
18.	550	LF	6-INCH CONCRETE CURB	\$12.59	\$6,924.50	\$17.82	\$9,801.00	\$15.73	\$8,651.50
19.	1,580	SF	SCREENINGS 3-IN DEEP WITH WEED FABRIC UNDERLAYMENT	\$1.07	\$1,690.60	\$1.65	\$2,607.00	\$0.97	\$1,532.60
20.	3,260	SF	1-1/2-IN ROCK MULCH, 3-IN DEPTH WITH WEED FABRIC UNDERLAYMENT	\$1.70	\$5,542.00	\$1.82	\$5,933.20	\$1.51	\$4,922.60
21.	6,180	SF	4-6-IN ROCK MULCH, 6-IN DEPTH WITH WEED FABRIC UNDERLAYMENT	\$2.20	\$13,596.00	\$3.23	\$19,961.40	\$1.82	\$11,247.60
22.	1	LS	MINOR GRADING	\$1,258.75	\$1,258.75	\$2,376.13	\$2,376.13	\$2,420.00	\$2,420.00



## CITY OF EL PASO BID TABULATION FORM



BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS								BID NO: 2021-0793	
BID DATE: FEBRUARY 24, 2021								DEPARTMENT: CAPITAL IMPROVEMENT	
				Noble General Contractors, LLC El Paso, TX BIDDER 4 OF 6		PERIKIN Enterprises, LLC Albuquerque, NM BIDDER 5 OF 6		Pride General Contractors, LLC El Paso, TX BIDDER 6 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID II</b>									
23.	31	EA	2-IN CALIPER TREES	\$346.16	\$10,730.96	\$429.79	\$13,323.49 Contractor's Price: \$12,893.70	\$423.50	\$13,128.50
24.	205	EA	5-GAL SHRUBS/UNDERCOVER	\$31.47	\$6,451.35	\$33.34	\$6,834.70	\$36.30	\$7,441.50
25.	39	EA	1-GAL SHRUBS/UNDERCOVER	\$22.66	\$883.74	\$13.20	\$514.80	\$12.10	\$471.90
26.	1	LS	IRRIGATION SYSTEM	\$21,398.74	\$21,398.74	\$23,964.60	\$23,964.60	\$18,149.84	\$18,149.84
27.	3	EA	30-FT SQUARE TAPERED STEEL POLE	\$7,300.75	\$21,902.25	\$1,485.41	\$4,456.23	\$1,366.55	\$4,099.65
28.	3	EA	CONCRETE POLE BASE, REBAR, ANCHOR BOLTS	\$849.66	\$2,548.98	\$726.20	\$2,178.60	\$1,815.00	\$5,445.00
29.	6	EA	FIXTURE ON POLE WITH BRACKETS	\$886.54	\$5,319.24	\$1,122.31	\$6,733.86	\$1,022.33	\$6,133.98
30.	3	EA	INSTALLATION OF POLES AND FIXTURES	\$3,668.28	\$11,004.84	\$1,584.44	\$4,753.32	\$324.28	\$972.84



# CITY OF EL PASO BID TABULATION FORM



**BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS**

**BID NO: 2021-0793**

**BID DATE: FEBRUARY 24, 2021**

**DEPARTMENT: CAPITAL IMPROVEMENT**

				Noble General Contractors, LLC  El Paso, TX  BIDDER 4 OF 6		PERIKIN Enterprises, LLC  Albuquerque, NM  BIDDER 5 OF 6		Pride General Contractors, LLC  El Paso, TX  BIDDER 6 OF 6	
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round
<b>BASE BID II</b>									
31.	700	LF	1/2-IN ELECTRICAL CONDUIT SCHEDULE 40 FOR LIGHTING	\$0.28	\$196.00	\$4.62	\$3,234.00	\$2.90	\$2,030.00
32.	5	LF	1-1/2-IN ELECTRICAL CONDUIT SCHEDULE 40	\$1.99	\$9.95	\$5.28	\$26.40	\$4.56	\$22.80
33.	1,000	LF	#10 WIRE SIZE	\$0.34	\$340.00	\$1.06	\$1,060.00	\$2.30	\$2,300.00
34.	300	LF	#8 WIRE SIZE	\$0.53	\$159.00	\$1.19	\$357.00	\$3.04	\$912.00
35.	900	LF	TRENCHING (12"X36"X LENGTH REQUIRED)	\$3.00	\$2,700.00	\$8.49	\$7,641.00	\$11.33	\$10,197.00
36.	1	EA	120V,20A/1P CIRCUIT BREAKER	\$31.58	\$31.58	\$198.05	\$198.05	\$31.05	\$31.05
37.	5	LF	#1 WIRE SIZE	\$2.68	\$13.40	\$2.51	\$12.55	\$8.37	\$41.85
38.	1	EA	PANEL BOARD 125A MCB, NEMA 3R	\$1,105.28	\$1,105.28	\$1,254.35	\$1,254.35	\$1,239.33	\$1,239.33
39.	1	EA	7 DAY ASTRONOMICAL TIME CLOCK	\$151.05	\$151.05	\$1,716.10	\$1,716.10	\$1,297.22	\$1,297.22
40.	4	EA	120V,20A/1P LIGHTING CONTACTOR	\$58.53	\$234.12	\$660.15	\$2,640.60	\$575.28	\$2,301.12

Approved By: /s/  
Date: 3/8/2021

2021-0793 Dick Shinaut Park And Salvador Rivas Park Improvements

Page 21 of 22



## CITY OF EL PASO BID TABULATION FORM



<b>BID TITLE: DICK SHINAUT PARK AND SALVADOR RIVAS PARK IMPROVEMENTS</b>										<b>BID NO: 2021-0793</b>	
<b>BID DATE: FEBRUARY 24, 2021</b>										<b>DEPARTMENT: CAPITAL IMPROVEMENT</b>	
				Noble General Contractors, LLC El Paso, TX BIDDER 4 OF 6		PERIKIN Enterprises, LLC Albuquerque, NM BIDDER 5 OF 6		Pride General Contractors, LLC El Paso, TX BIDDER 6 OF 6			
Item No.	Estimated Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round	Unit Bid Price (In figures) Use 2 decimals Do Not Round	Total Amount (Quantity x Unit Price) (In Figures) Use 2 decimals Do Not Round		
<b>BASE BID II</b>											
41.	1	EA	IN-GROUND PULLBOXES	\$946.63	\$946.63	\$594.16	\$594.16	\$1,023.18	\$1,023.18		
42.	1	EA	GROUND ROD	\$32.69	\$32.69	\$59.42	\$59.42	\$128.33	\$128.33		
<b>BASE BID II</b>											
<b>SUM TOTAL BASE BID (ITEMS 1 THRU 42)</b>				<b>\$332,977.22</b>		<b>\$567,390.92</b>		<b>\$362,891.17</b>			
						<b>Contractor's Price: \$566,961.13</b>		<b>Contractor's Price: \$362,891.17</b>			
<b>MOBILIZATION (NOT TO EXCEED 5%)</b>				<b>\$15,000.00</b>		<b>\$15,878.46</b>		<b>\$14,515.65</b>			
<b>SUM TOTAL (BASE BID II AND MOBILIZATION)</b>				<b>\$347,977.22</b>		<b>\$583,269.38</b>		<b>\$377,406.82</b>			
						<b>Contractor's Price: \$582,839.59</b>		<b>Contractor's Price: \$377,406.82</b>			
<b>SUM TOTAL BASE BID I AND BASE BID II</b>				<b>\$1,307,661.97</b>		<b>\$1,124,496.20</b>		<b>\$856,548.15</b>			
						<b>Contractor's Price: \$1,125,472.05</b>					
<b>AMENDMENTS ACKNOWLEDGED</b>				<b>YES</b>		<b>YES</b>		<b>YES</b>			
<b>BID BOND SUBMITTED</b>				<b>YES</b>		<b>YES</b>		<b>YES</b>			

## View List

### 2021-0793 Dick Shinaut and Salvador Rivas Park Improvements

	Name	Company
1	Stribling, Sam	814 Solutions Seedin
2	Gallegos, Mari	Abescape
3	Ayala, Aguaybana	Aguyabana Kazuhito A
4	Allen, Miguel	Allen Concrete, Inc.
5	Pena, Lorenzo	Alpine Electric
6	Gomez, Priscilla	American Pavement Pr
7	Rugh, John	AMTEK
8	martinez, ryan	ARS landscaping corp
9	Apodaca Jr, Victor D	Ask Vic LLC
10	Marcum, TJ	AstroTurf
11	Shane, Coler	Aztec Contractors
12	Stresow, Adrian	Banes General Contra
13	Guardado, Carlos	Best Ironworks
14	Bid, Judge	BidJudge.com
15	Luna, Hector	Black Stallion Contr
16	Issa, Raul	Brock And Bustillos
17	Caballero, Luis	Caballero Electric C
18	Concha, David	CEA Group
19	Damek, Mitch	Champion Fuel Soluti
20	Stanton, John	Civil Scape
21	comaduran, richard	comaduran constructi
22	Kyle, Bellomy	ConstructConnect
23	Gibson, Patty	construction Bid Sou
24	Exton, Pamela	Construction Journal
25	Wood, Jane	Construction Reporte
26	Edwards, Bill	Contech
27	Deg, Maria	Contractors Register
28	Oney, Hilary	CSA Constructors
29	Mondello, Shannon	Dantex General Contr
30	HARRISON, MIKE	DEL MAR CONTRACTING,
31	Delgado, Alberto	Delgado's Repair
32	Management, Source	Deltek
33	Hudson, Brad	Direx Construction,
34	Peggy, Koehn	Dodge Data
35	Soto, Daniel	DRS Rock Materials,
36	Ragan, Bill	DUGOUTS USA
37	Erick, Osorio	ecoReach, Inc.
38	Soto, Lorena	El Paso Sanitation S
39	Jaramillo, Jorge	Fulcrum Contracting
40	Banks, Archie	Globe Builders, LLC
41	Gomez, Jesu	Gomez Concrete



## View List

### 2021-0793 Dick Shinaut and Salvador Rivas Park Improvements

	Name	Company
42	Sambrano, Michael	Gracen Eng. And Cons
43	Jorge, Ojeda	HAWK
44	Mulligan, Matthew	HB Construction
45	Maldonado, Mariana	Horizone Constructio
46	Balai, Rakesh	i- Sourcing Technolo
47	Espino, Ruben	IQP CANOPIES LLC
48	Concha, Joe	Iron Horse Electrica
49	Crossland, Randal	Jace Contracting Ser
50	Soto, Mauro	JMR Demolition
51	Lowrance, Gloria	Jobe Materials, L.P.
52	Puente, Ed	Kraftsman Commercial
53	LAC, Construction	LAC Construction
54	Naranjo, Lizandro	Lizandro Naranjo
55	Gonzalez, Ruben	Lomeli and sons Land
56	oscar, morales	Long Term Capital LL
57	GUTIERREZ, MANNY	MANNY'S LANDSCAPE AN
58	Gonzalez, Rene	Martinez Bros. Contr
59	martinez, avelardo	martinez irrigation
60	matyear, william	matco
61	Tanzy, Russell	Mesa electrical cont
62	Lopez, Jose	Mirador
63	Assad, Danny	Moreno Cardenas Inc.
64	Ortiz, Cano	Mr.
65	Drapes, Michael	MTI Ready Mix
66	Nevarez, Christy	Noble General Contra
67	Lopez, Rafael	Perikin Enterprises,
68	Lira, Gabriel	pest control crew
69	Regalado, Peter	Phoenix General Cont
70	Salgado, Ramon	Pride General Contra
71	Ortiz, Lupe	Prime Irrigation And
72	Jones, Kim	Prime Vendor Inc.
73	Morris, Bryan	RBM Engineeering, In
74	colmenero, robert	rc enterprises inc
75	Ramirez, Mario	Rinker Materials
76	Sifuentes, Silvia	Roman Construction
77	Bjornsson, Ron	Smartprocure
78	ALLEN, STEVE	SPARTAN CONSTRUCTION
79	Onel, Vincent	Spohn Ranch Skatepar
80	Yahve, Gallegos	Star Pavers Construc
81	Beardshear, Jake	T.F. Harper
82	Walling, Allison	The Office of James

## View List

### 2021-0793 Dick Shinaut and Salvador Rivas Park Improvements

	Name	Company
83	Hernandez, Cecilia	The PlanIt Room
84	Popenoe, Jeff	The PlayWell Group,
85	Diaz, Christian	TIA Facility Service
86	romero, ron	triple m recreation
87	Ruiz, Erika	Vertex Contractors,
88	Olguin, Jeannette	Vitual Builders Exch
89	Austin, Fork	Wayne Enterprises
90	Garcia, Mark	Win Supply
91	Acosta, German	Zayza Irrigation And
92	Martinez, Jessica	
93	Hernandez, Alberto	
94	Watson, Frank	
95	Banquil, Lovely	
96	Reyes, Yesenia	



# Dick Shinaut Skate Park and Salvador Rivas Park Improvements

Solicitation No. 2021-0793

April 13, 2021

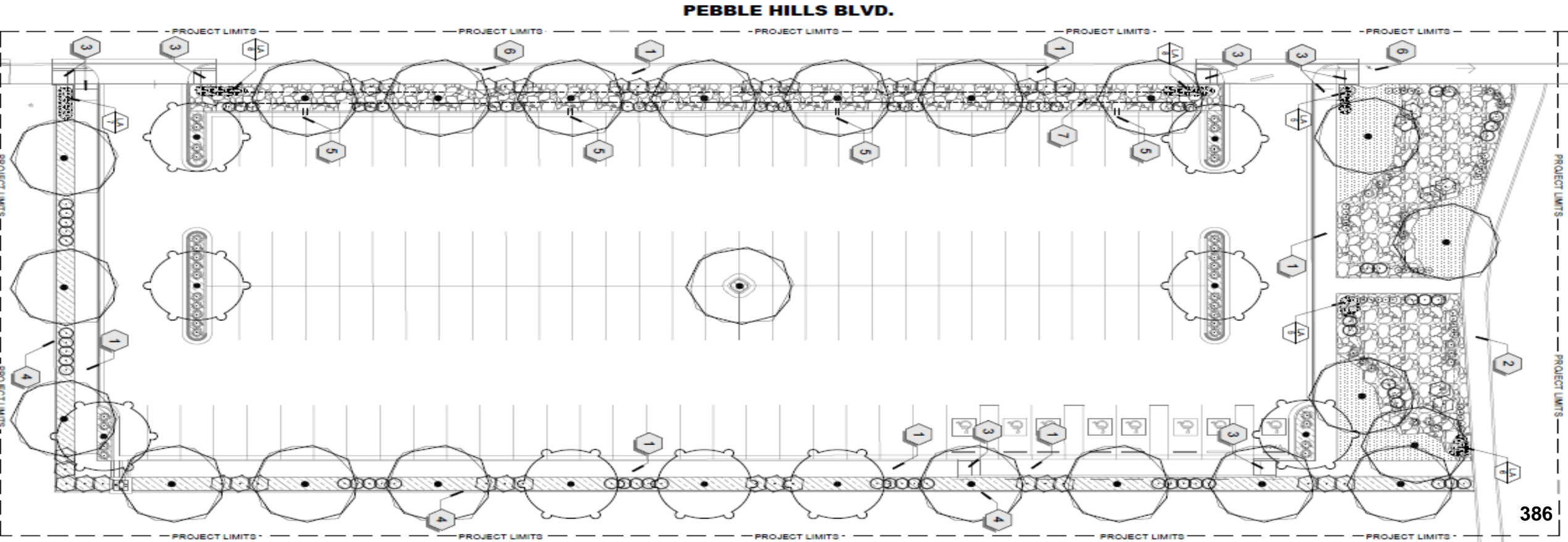


# Project Details

	<u>Dick Shinaut Skate Park</u>	<u>Salvador Rivas Park Improvements</u>
Location(s):	11701 Dick Shinaut Park ; El Paso, Texas ,79936 ;	12515 Tierra Norte Road El Paso, Texas ,79938
District(s):	Five (5) ;	Five (5)
Total Budget(s):	\$784,615.38 ;	\$537,423.66
Funding Source:	2012 Quality of Life	

# Scope of Work – Salvador Rivas Park Improvements

- removal of existing sidewalk, curb and gutter, site clearing and grading, and the preparation of subgrade
- installation of new base course, new curb and gutter, new Hot Mix Asphaltic Concrete (HMAC) parking lot, new concrete sidewalk, ADA ramps, and driveways, new landscaping elements such as trees, shrubs, boulders, rock mulch, weed barrier, and irrigation system, new illumination poles and appurtenances, complete in place as shown in the drawings and per the technical specifications.





# Project Location – Salvador Rivas Park Improvements



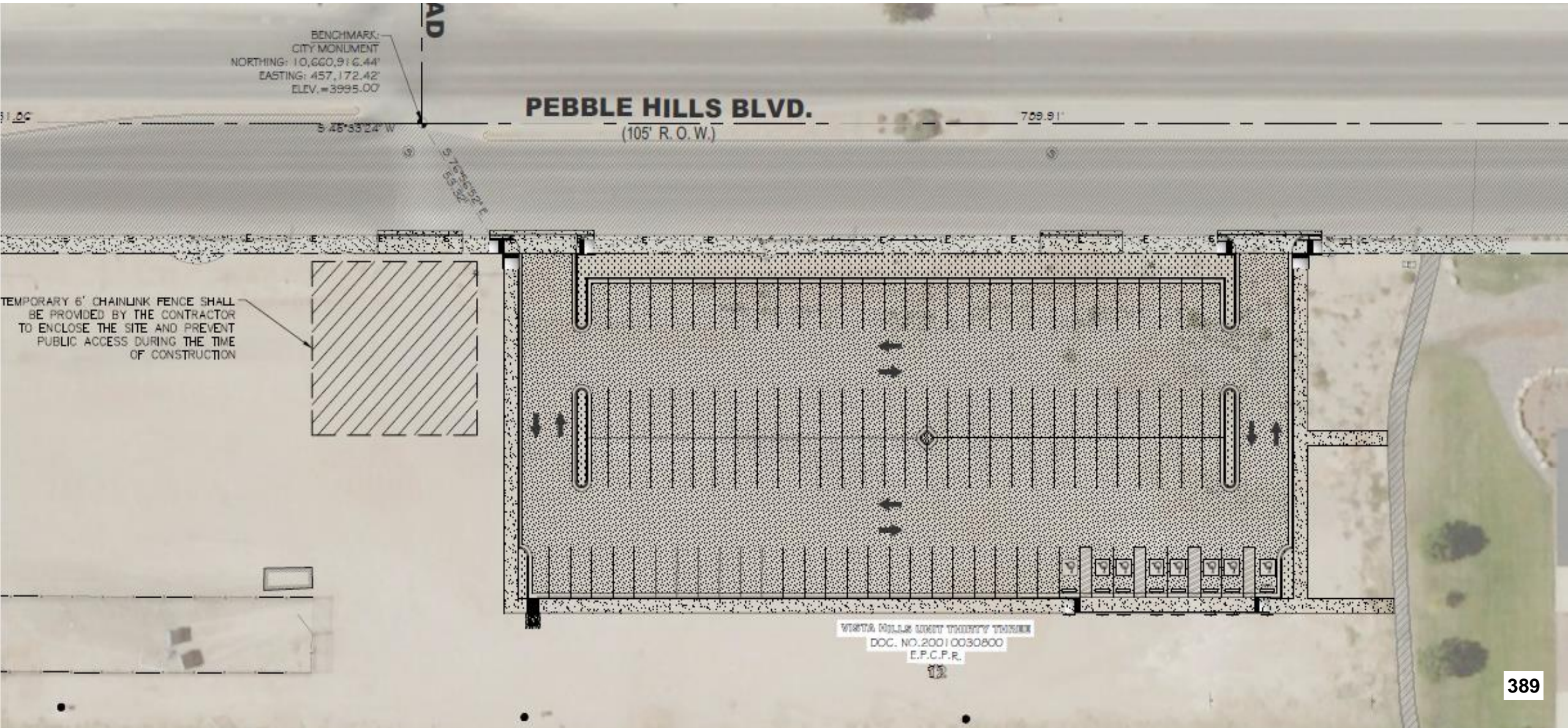


# Existing Condition – Salvador Rivas Park Improvements





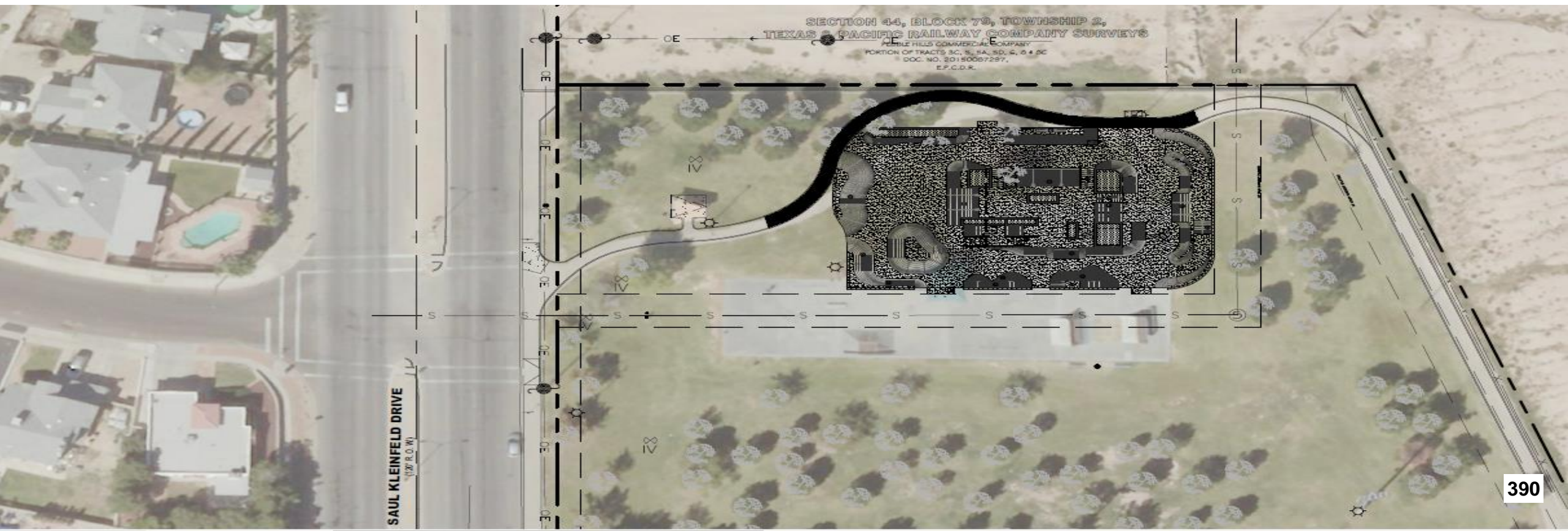
# Exhibit – Salvador Rivas Park Improvements





# Scope of Work – Dick Shinaut Skate Park

- removal and off-site disposal of existing asphalt path, benches, canopy, electrical illumination pole, etc. , site clearing and preparation, and subgrade preparation
- Installation of new 6-inch reinforced concrete slab and skate ramps, grinding rails and ledges, concrete steps, new HMA path with header curb, new 6-inch unreinforced concrete pads for benches, retaining rockwalls, new landscaping trees, mulch, and irrigation system, new illumination fixtures on existing poles with appurtenances, complete in place as shown in the drawings and per technical specifications.





# Project Location – Dick Shinaut Skate Park



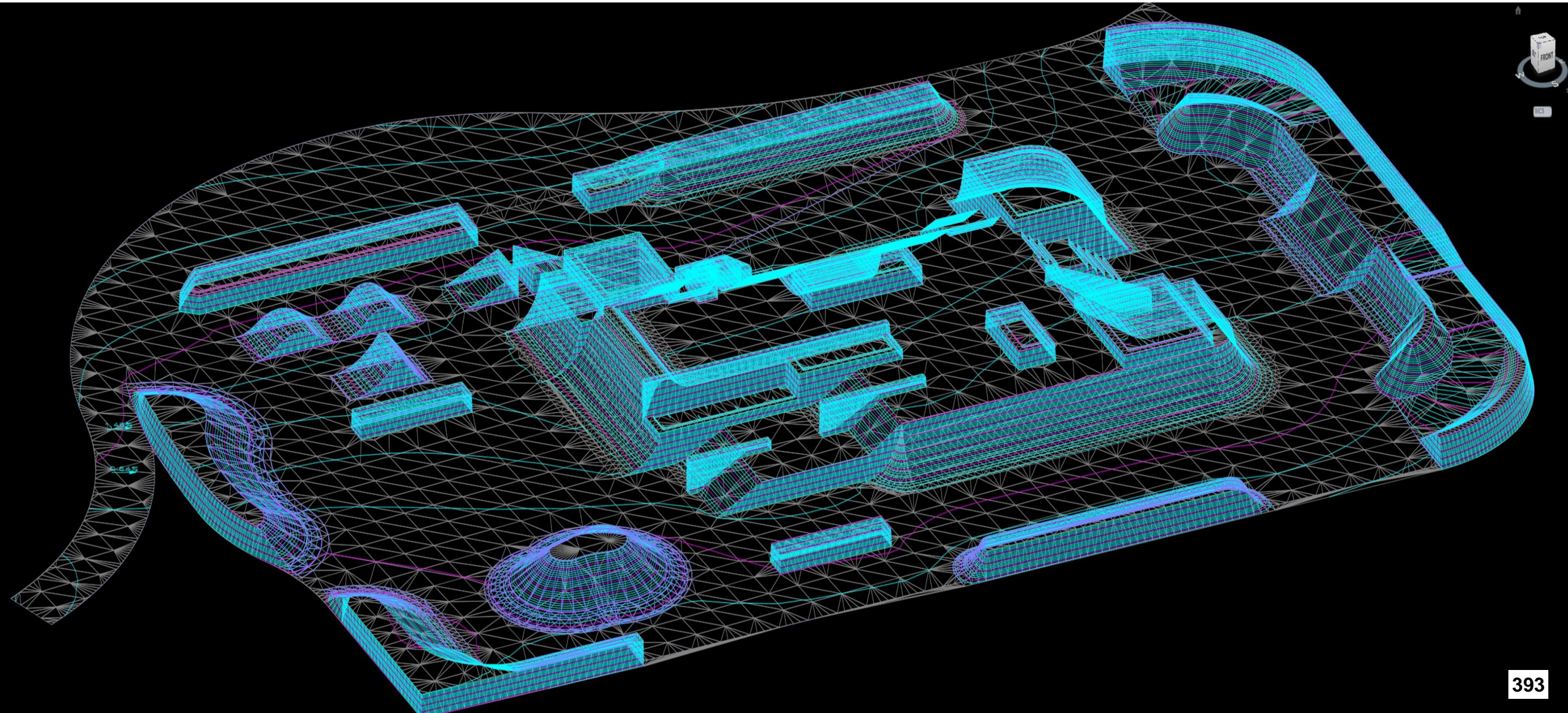


# Existing Condition – Dick Shinaut Skate Park





# Exhibit – Dick Shinaut Skate Park



# Procurement Summary

- **Low Bid Procurement Method**
  - **Solicitation advertised on January 26, 2021 and February 02, 2021**
    - **Six (6) firms submitted bids, Four (4) local vendors**
  - **Recommendation**
    - **To award the construction contract to Pride General Contractors, LLC. in the amount of \$856,548.15**
- **Construction Schedule**
  - **Start: Summer/ 2021**
  - **End: Spring / 2022**





## Mission

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



## Vision

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



## Values

Integrity, Respect, Excellence, Accountability, People

# Thank you





Legislation Text

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File #: 21-405, Version: 1

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

**All Districts**

Libraries, Norma Martinez, (915) 212-3200

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

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

**STRATEGIC GOAL:**

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

**SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs**

**SUBJECT:**

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

The linkage to the Strategic Plan is subsection 4.2 Create innovative recreational, educational and cultural programs. This contract will provide Full Service Smart Kiosk Payment Centers, license and maintenance.

Discussion and action on the request that the Director of the Purchasing and Strategic Sourcing Department be authorized to issue Purchase Orders over the next three (3) years totaling an estimated amount of \$126,204.00 to Comprise Technologies, Inc., the sole source provider for Full Service Smart Kiosk Payment Centers software and equipment used at the Public Libraries, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance: No contract variance.

Department:	Library Services
Award to:	Comprise Technologies
	Navesink, NJ
Total Estimated Amount:	\$126,204.00
Funding Source:	General funds
Account No.:	453-1000-580090-53030
	453-1000-580090-53050
	453-1000-580090-53060
	453-1000-580090-53070
	453-1000-580090-53080
	453-1000-580090-53090
	453-1000-580090-53100
	453-1000-580090-53110
	453-1000-580090-53120
	453-1000-580090-53130

453-1000-580090-53140  
453-1000-580090-53160  
453-1000-580090-53310  
453-1000-580090-53311  
Districts(s): All  
Sole Source No.: 2021-1138

This is a Sole Source, requirements 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:** Public Libraries

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON/PHONE:** Norma Martinez, Director of Library Services, (915) 212-3200  
Bruce D. Collins, Purchasing Director, (915) 212-1181

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** NO. 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

The linkage to the Strategic Plan is subsection 4.2 Create innovative recreational, educational and cultural programs. This contract will provide Full Service Smart Kiosk Payment Centers, license and maintenance.

**SUBJECT:**

Request for the Purchasing Director, of the Purchasing & Strategic Sourcing Department, be authorized to issue Purchase Orders over the next three (3) years totaling an estimated amount of \$126,204.00 to Comprise Technologies, Inc., the sole source provider for Full Service Smart Kiosk Payment Centers software and equipment used at the Public Libraries, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

**BACKGROUND / DISCUSSION:**

These Kiosks with upgraded software will replace the 10 years old coin/bill towers and expand the existing services. The all-in-one Kiosk will include a touchscreen PC, coin/bill tower, receipt printer, barcode reader with cabinet, surge protector and Smart terminal credit card reader. The Kiosks include an upgraded software that will allow print release, copy payment, web reservation/assignment and visitors' pass ability.

**SELECTION SUMMARY**

Comprise Technologies, Inc., is the sole developer of the Smart Kiosk Self-Service Payment System and the only company that is authorized to maintain the software and equipment.

**CONTRACT VARIANCE:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$126,204.00

Funding Source: 453-1000-580090-53030-53050-53060-53070-53080-53090-53100-53110-53120-53130-53140-53160-53310-53311

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:** \_\_\_\_\_  
Norma Martinez, Director of Library Services

**COUNCIL PROJECT FORM  
(SOLE SOURCE)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR** agenda for the Council Meeting of **April 13, 2021**.

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

The linkage to the Strategic Plan is subsection 4.2 Create innovative recreational, educational and cultural programs. This contract will provide Full Service Smart Kiosk Payment Centers, license and maintenance.

Request for the Purchasing Director, of the Purchasing & Strategic Sourcing Department, be authorized to issue Purchase Orders over the next three (3) years totaling an estimated amount of \$126,204.00 to Comprise Technologies, Inc., the sole source provider for Full Service Smart Kiosk Payment Centers software and equipment used at the Public Libraries, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance: No contract variance.

Department:	Library Services
Award to:	Comprise Technologies
	Navesink, NJ
Total Estimated Amount:	\$126,204.00
Funding Source:	General funds
Account No.:	453-1000-580090-53030-53050-53060-53070-53080-53090-53100-531
	10-53120-53130-53140-53160-53310-53311
Districts(s):	ALL
Sole Source No.:	2021-1138

This is a Sole Source, requirements contract.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*



Comprise Technologies, Inc.  
1041 Route 36, P.O. Box 425  
Navesink, NJ 07752  
Voice: 800.854.6822  
Fax: 732.291.3699

Empowering Patrons – Liberating Librarians

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March 12, 2021

El Paso Public Library  
501 North Oregon Street  
El Paso, TX 79901

### **Sole Source Certification**

Comprise Technologies, Inc. (Comprise) is pleased to submit this document in support of sole source consideration for the **Smart Kiosk Self-Service Payment System**. Comprise licenses this product on an annual fee basis.

The **Smart Kiosk Self-Service Payment System** is a proprietary software product of Comprise. It uses product source code that was developed and is maintained as application code by Comprise. Our proprietary code operates the kiosk PC as well as firmware installed on the component parts. Comprise does not authorize any other company to support or maintain the source or application code whether on the kiosk PC or a component part. Any attempt to reverse engineer the software is an express violation of our License Agreement.

Comprise has under its' employ, Software Developers, Technical Support Specialists, Remote Software and On-site Implementation staff to support our customers that use these products. Comprise is the only source for these products and services.

Since Comprise is the sole developer of the **Smart Kiosk Self-Service Payment System** software, and the only company that is authorized to maintain the software, Comprise is the only Company that can modify either application to meet the configuration requirements of each customer.

The information contained herein is submitted in support of sole source consideration. Comprise is the only company that offers their product and services as described herein. To the best of the knowledge and belief of Comprise this information is true, correct, and complete.

Please let us know if additional information is necessary. We look forward to the opportunity to serve your Library.

Sincerely,

*Dan Curtin*

Dan Curtin  
President  
Comprise Technologies, Inc.



## PURCHASING & STRATEGIC SOURCING DEPARTMENT

### SOLE SOURCE AFFIDAVIT

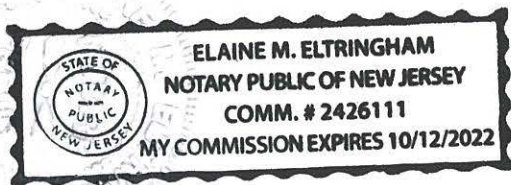
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath depose and said:

1. My name is DANIEL CURTIN. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: COMPRISE TECHNOLOGIES
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
SMART KIOSK SELF-SERVICE PAYMENT SYSTEMS
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Daniel Curtin  
Signature

SUBSCRIBED AND SWORN to before me on this 12<sup>th</sup> day of MARCH, 2021



Elaine Eltringham  
NOTARY PUBLIC  
Elaine Eltringham  
PRINTED NAME  
10/12/2022  
MY COMMISSION EXPIRES

COMPANY NAME: COMPRISE TECHNOLOGIES, INC.  
ADDRESS, CITY, STATE & ZIP CODE: 1041 RT 36, NAUERSINK, NJ 07752  
PHONE: 232-291-3600 FAX NUMBER: 232-291-3699  
CONTACT NAME AND TITLE: DANIEL CURTIN, PRESIDENT  
WEB ADDRESS: WWW.COMPRISETECHNOLOGIES.COM EMAIL: DANCURTIN@COMPRISETECHNOLOGIES.COM  
FEDERAL TAX ID NUMBER: 22-3200334 TEXAS SALES TAX NUMBER: \_\_\_\_\_



Legislation Text

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File #: 21-406, Version: 1

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

**All Districts**

Human Resources, Mary L. Michel, (915) 212-1267  
Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

**STRATEGIC GOAL:**

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

**SUBGOAL: 6.3 Implement programs to reduce organizational risk**

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

**Award Summary:**

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

Contract Variance: No cost to the City.

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

This is a Request for Proposal, service contract.



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

**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:** Human Resources  
**AGENDA DATE:** April 13, 2021  
**CONTACT PERSON NAME/PHONE:** Mary L. Michel, Assistant Director, Human Resources, (915) 212- 1267  
Bruce D. Collins, Director, Purchasing & Strategic Sourcing, 915-212-1181  
**DISTRICT(S) AFFECTED:** All  
**STRATEGIC GOAL NO. 6:** Set the Standard for Sound Governance and Fiscal Management

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

**SUBJECT:**

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

**BACKGROUND/ DISCUSSION:**

The Human Resources Department has reviewed Solicitation No. 2021-0043R 457(b) Deferred Compensation Plan Administrator and 401(a) Profit Sharing Plan Administrator and recommends the contract be awarded to Empower Retirement, LLC the highest ranked proposer based on evaluation factors established for this procurement.

**SELECTION SUMMARY:**

Solicitation was advertised on 9/15/2020 and 9/22/2020. The solicitation was posted on City website on 9/15/2020. The email (Purmail) notification was sent out on 9/16/2020. Solicitation had forty-seven views. Six (6) proposals were received, none being a local vendor.

**PROTEST**

☐ No protest received for this requirement.

☒ Protest received.

**CONTRACT VARIANCE:**

No cost to the City

**PRIOR COUNCIL ACTION:**

None

**AMOUNT AND SOURCE OF FUNDING:**

NA

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**



## COUNCIL PROJECT FORM

\*\*\*\*\*POSTING LANGUAGE BELOW\*\*\*\*\*

Please place the following item on the **CONSENT** agenda for the Council Meeting of **April 13, 2021.**

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

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

#### **Award Summary:**

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

#### **Contract Variance:**

No cost to the City.

Department:	Human Resources
Award to:	Empower Retirement, LLC
	Greenwood Village, CO
Item(s):	ALL
Initial Term:	5 years
Option to Extend:	Two (2), two (2) years
Annual Estimated Award:	NA
Initial Term Estimated Award:	NA
Total Estimated Award:	NA
Account No.:	NA
Funding Source:	Employee Voluntary Contributions Only
District(s):	All

This is a Request for Proposal, service contract.

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

\*\*\*\*\*ADDITIONAL INFO BELOW\*\*\*\*\*

## CITY OF EL PASO RFP SCORESHEET

PROJECT: 2021-0043R 457(b) Deferred Compensation Plan Administrator and 401(a) Profit Sharing Plan Administrator

## Evaluation of Submittal

Empower Retirement, LLC  
Greenwood Village, COPrudential Retirement  
Insurance and Annuity  
Company  
Hartford, CTVoya Institutional Plan  
Services, LLC  
Windsor, CTLincoln Retirement Services  
Company, LLC  
Fort Wayne, INThe International City  
Management Association  
Retirement Corporation  
Washington, DCMassachusetts Mutual Life  
Insurance Company  
Springfield, MA

MAX POINTS

## Factor A - Plan Administration

20

20.00

17.00

15.00

6.00

7.00

13.00

## Factor B - Services Offered to employees

15

15.00

15.00

14.00

11.00

10.00

13.00

## Factor C - Investments Offered to Plan Participants

20

18.00

17.00

18.00

18.00

18.00

18.00

## Factor D - Administration Services

15

12.00

10.00

13.00

11.00

9.00

10.00

## Factor E - Cost Recovery and Financial Guarantees

10

10.00

10.00

8.00

8.00

7.00

7.00

## Factor F - Past Performance

10

6.67

0.00

0.00

10.00

10.00

0.00

## Factor G - References

10

10.00

10.00

10.00

9.33

6.67

6.00

## TOTAL SCORE

91.67

79.00

78.00

73.33

67.67

67.00

## Rank

1

2

3

4

5

6



**CITY OF EL PASO**  
**REQUEST FOR QUALIFICATIONS TABULATION FORM**



**Bid Opening Date: October 20, 2020**

**Solicitation #: 2021-0043R**

**Project Name: 457(b) Deferred Compensation Plan Administrator and 401(a)  
Profit Sharing Plan Administrator**

**Department: Destination El Paso**

<b>BIDDER'S NAME:</b>	<b>LOCATION:</b>	<b>AMENDMENT(S) ACKNOWLEDGED:</b>
Voya Institutional Plan Services, LLC	Windsor, CT	Yes
Massachusetts Mutual Life Insurance Company	Springfield, MA	Yes
Lincoln Retirement Services Company, LLC	Fort Wayne, IN	Yes
Empower Retirement, LLC	Greenwood Village, CO	Yes
The International City Management Association Retirement Corporation	Washington, DC	Yes
Prudential Retirement Insurance and Annuity Company	Hartford, CT	Yes
<b>RFPs SOLICITED: 27    LOCAL RFPs SOLICITED: 4    RFPs RECEIVED: 6    LOCAL RFPs RECEIVED: 0    NO BIDS: 0</b>		

**NOTE:** The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved: \_\_\_\_\_/s/\_\_\_\_\_

Date: \_\_\_\_\_/s/\_\_\_\_\_ **2021-0043R 457(b) Deferred Compensation Plan Administrator and 401(a) Profit Sharing Plan Administrator**

2021-0043R 457(b) Deferred Compensation Plan Administrator and 401(a) Profit Sharing Plan Administrator

PEBSCO 6130 Montana # 212 El Paso, TX 79925	Fidelity Investments P.O. Box 5421 Cincinnati, OH 45250	ING AETNA Financial Services 151 Farmington Avenue Hartford, CT 06156
Limited Principal ING 15455 Dallas Parkway Suite 1250 Addison, TX 75001	Presi Ortega, Jr. 7619 Lockheed Suite A El Paso, TX 79925	Fidelity Investments Attn: Suzanne Howard 397 Williams Street MC2E Marlboro, MA 01752
International Bank 1801 S 2 <sup>nd</sup> Street 6 <sup>th</sup> Floor McAllen, TX 78503	HUB International 201 E Main Drive Suite 800 El Paso, TX 79901	Security Benefit Attn: Jay Jasnoski One Security Benefit Place Topeka, KS 66636
Great West Life & Annuity Ins Co 18111 Von Karman Avenue Irvine, CA 92612	Ronald D Miller, RHU PO Box 13325 El Paso, TX 79913	ICMA Retirement Co Attn: Troy Kearse 777 North Capital Street NE Washington, DC 20002
VALIC 6301 Indian School Road Suite 670 Attn: Nila McNally Albuquerque, NM 87110	ICMA Retirement Co 12238 E Arabian Park Dr Scottsdale, AZ 85259	ING Attn: Dax Rizo 15455 Dallas Parkway, Suite 1250 Dallas, TX 75001
ICMA Retirement Co Attn: Jerry Higgins 7711 South Greenwood Ct Littleton, CO 80120	JP Morgan Retirement Plan Services 8300 Ward Parkway Kansas City, MO 64114-3317	Charles Swab 4150 Kinross Lakes Parkway Richfield, OH 44286
T. Rowe Price Group PO Box 89000 Baltimore, MD 21289	Wells Fargo 100 Heritage Reserve Menomonee Falls, WI 53051	Principal Financial Group 2603 Augusta Suite 1350 Houston, TX 77057
Prudential Retirement Insurance Co Attn: Julie Klassen 3333 Michelson, Suite 820A Irvine, CA 92612	Mullen Pension Benefits Group 12758 Cimarron Path San Antonio, TX 78249	Prudential Retirement 9837 Archer Lane Dublin, OH 43017
Ameritas Life Insurance Corp 5900 O Street Lincoln, NE 68510	Hartford Life Insurance Company 200 Hopmeadow Street Simsbury, CT 06089-9793	Nationwide Retirement Solutions Attn: Matt Riebol 5900 Parkdwood Place Dublin, OH 43016

# **Request for Proposal 2021-0043R**

**Recordkeeping and  
Administrative services of the  
City's 457(b) and 401(a) Plans**



- Strategic Goal 6 –
- Set the Standard for Sound Governance and Fiscal Management
  - 6.3 Set the Standard for Sound Governance and Fiscal Management

# 457(b) Deferred Compensation Plan Administrator & 401(a) Profit Sharing Plan Administrator



- Request for Proposal 2021-0043R - seeking proposals for the Recordkeeping and Administrative services of the City's 457(b) and 401(a) Plans
- There were six (6) proposals received
- Five-member committee and an external professional evaluated the proposals
- The RFP was awarded to Empower Retirement, LLC

# Scope of Services



- Recordkeeper of Plan Assets and Administration
- Plan Document Administration and maintenance
- Management of loan processing and maintenance
- Retirement Plan Advisors:
  - Antonio Rivera – Local Representation and bi-lingual
  - Caterina Costante – Dallas, Texas
- Interactive Participant website – including Spanish translation service
- Utilize the Putnam Dynamic Asset Allocation Funds
- Financial Wellness Program....My Financial Path
- 8 Educational days per year

## PROPOSED VENDOR

## CURRENT VENDOR

- Local Representation
- Automatic Enrollment for New Hires
- One on One Enrollments
- Loan administration
- Investment Options that are price and performance competitive
- Plan Document Compliance
- Internet access for participant investment services

- Local Representation
- Automatic Enrollment for New Hires
- One on One Enrollments
- Loan administration
- Investment Options that are price and performance competitive
- Plan Document Compliance
- Internet access for participant investment services

# Transition



- Will begin immediately after award
- Will take approximately 120 days (estimating August 16, 2021 effective date)
- Employee investment accounts will roll over seamlessly to a “like type investment” account
- Employee will be given the opportunity to change investments accounts

# Transition



- Individual communication from Empower, LLC. to each enrolled participant
- Communication sent to Department Heads to be disseminated to employees
- Weekly email blast countdown
- “Your City in 5”
- MyElPaso – City’s intranet



## 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 #: 21-400, Version: 1

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

**All Districts**

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

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

**STRATEGIC GOAL:**

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

**SUBGOAL: 7.5 Set one standard for infrastructure across the city**

**SUBJECT:**

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

The linkage to the strategic plan is subsection 7.5 - Set one standard for infrastructure across the city.

**Award Summary:**

Discussion and action on the request that the Director of the Purchasing and Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Sierra Machinery Inc., the sole factory authorized dealer of Volvo, Gradall, and Doosan parts & service in the El Paso area, with a two (2) year term and with a stipulation that Sierra Machinery Inc. provide an updated sole source letter and affidavit each year. This contract will ensure continued maintenance and repair of the Volvo, Gradall, and Doosan heavy equipment owned by the City.

**Contract Variance:**

The difference in cost, based on comparison to the previous contract is as follows: A yearly increase of \$13,333.33 or a 7.1% due to increases in units being serviced.

Department:	Streets and Maintenance
Award to:	Sierra Machinery Inc. El Paso, TX
Initial Term:	2 years
Annual Estimated Amount:	\$200,000.00
Total Estimated Award:	\$400,000.00 (2 years)
Account No.:	531210-532-3600-37020-P3701 531250-532-3600-37020-P3701
Funding Source:	Inventory Purchases Materials and Supplies Equipment Outside Repair

District(s): Services  
All  
Sole Source Reference: 2021-0742

This is a Sole Source, requirements 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:** Streets and Maintenance

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON/PHONE:** Richard J. Bristol, Streets and Maintenance Director – (915) 212-7001  
Bruce D. Collins, Purchasing Director – (915)-212-1181

**DISTRICT(S) AFFECTED:** All

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

**STRATEGIC GOAL LINKAGE:**

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

**SUBJECT:**

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Sierra Machinery Inc., the sole factory authorized dealer of Volvo, Gradall, and Doosan parts & service in the El Paso area, for a two (2) year term and with a stipulation that Sierra Machinery Inc. provide an updated sole source letter and affidavit each year.

**BACKGROUND / DISCUSSION:**

The City currently owns heavy equipment, grading, and generators and require parts and service. This sole source agreement would allow for the maintenance of this equipment used by the Environmental Services and Streets & Maintenance Departments. Sierra Machinery Inc., is the sole factory authorized dealer of Volvo, Gradall, & Doosan Parts and Service in the El Paso area.

**SELECTION SUMMARY:**

Not Applicable (Sole Source)

**CONTRACT VARIANCE:**

The difference in cost, based on comparison to the previous contract is as follows: A yearly increase of \$13,333.33 or a 7.1% due to increases in units being serviced.

**PROTEST**

- ☒ There was no protest received for this requirement.
- ☐ Protest received.

**PRIOR COUNCIL ACTION:**

N/A.

**AMOUNT AND SOURCE OF FUNDING:**

Total Estimated Amount: \$400,000.00  
Funds Available: 532 – 37020 – 531210 – 3600 – P3701  
532 – 37020 – 531250 – 3600 – P3701  
Funds Source: Inventory Purchases Materials and Supplies  
Equipment Outside Repair Services

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

*Richard Bristol*

04/06/21

Richard J. Bristol, Streets and Maintenance Director

**COUNCIL PROJECT FORM  
(SOLE SOURCE)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR** agenda for the Council Meeting of **APRIL 13, 2021**. **Strategic**

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

The linkage to the strategic plan is subsection 7.5 – Set one standard for infrastructure across the city.

**Award Summary:**

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Sierra Machinery Inc., the sole factory authorized dealer of Volvo, Gradall, and Doosan parts & service in the El Paso area, for a two (2) year term and with a stipulation that Sierra Machinery Inc. provide an updated sole source letter and affidavit each year. This contract will ensure continued maintenance and repair of the Volvo, Gradall, and Doosan heavy equipment owned by the City.

**Contract Variance:**

The difference in cost, based on comparison to the previous contract is as follows: A yearly increase of \$13,333.33 or a 7.1% due to increases in units being serviced.

Department:	Streets and Maintenance
Award to:	Sierra Machinery Inc. El Paso, TX
Initial Term:	2 years
Annual Estimated Amount:	\$ 200,000.00
Total Estimated Award:	\$ 400,000.00 (2 years)
Account No.:	531210-532-3600-37020-P3701 531250-532-3600-37020-P3701
Funding Source:	Inventory Purchases Materials and Supplies Equipment Outside Repair Services
District(s):	All
Sole Source Reference:	2021-0742

This is a Sole Source, requirements contract.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*



## PURCHASING & STRATEGIC SOURCING DEPARTMENT

### SOLE SOURCE AFFIDAVIT

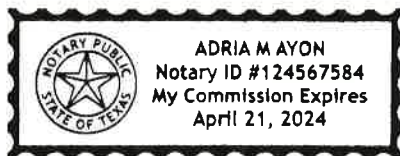
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared \_\_\_\_\_ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Maria F. Teran. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Sierra Machinery, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
VOLVO, DOOSAN, and GRADALL
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso**

\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me on this 28<sup>th</sup> day of JANUARY, 2021



\_\_\_\_\_  
NOTARY PUBLIC

ADRIA M. AYON

\_\_\_\_\_  
PRINTED NAME

4/21/2024  
MY COMMISSION EXPIRES

COMPANY NAME: Sierra Machinery, Inc.

ADDRESS, CITY, STATE & ZIP CODE: 939 Hawkins Blvd., El Paso, Texas 79915

PHONE: 915-772-0613

FAX NUMBER: 915-779-6086

CONTACT NAME AND TITLE: Maria F. Teran - President / CEO

WEB ADDRESS: www.sierraelpaso.com

EMAIL: magia@sierraelpaso.com

FEDERAL TAX ID NUMBER: 74-2160500

TEXAS SALES TAX NUMBER: 1-742160500

VOLVO CONSTRUCTION EQUIPMENT



January 28, 2021  
(717) 300-6075

Ms. Maria Teran  
Sierra Machinery, Inc.  
939 Hawkins Blvd.  
El Paso, TX 79915

RE: Volvo Construction Equipment North America, LLC ("Volvo CE")

Dear Ms. Teran:

Please be advised that Sierra Machinery, Inc. ("Sierra") is currently the only authorized Volvo CE Dealer for full-line Volvo CE products in the following Counties of (i) New Mexico: Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra and; (ii) Texas: Brewster, Culbertson, El Paso, Hudspeth, Jeff Davis, Pecos, Presidio, Reeves, and Terrell.

Sierra is currently the only authorized Volvo CE Dealer for full-line Volvo road products in the following Counties of Texas: Brewster, Culbertson, El Paso, Hudspeth, Jeff Davis, Presidio, and Terrell and the following counties of New Mexico: Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lea, Lincoln, Luna, Otero and Sierra.

Thus, currently Sierra Machinery is the only authorized source of genuine Volvo CE parts and service for construction equipment in the above areas. Parts and services ordered from Sierra Machinery will provide warranty of the products.

Please feel free to call if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa C. Slocum".

Lisa C. Slocum  
Manager – Legal Department

[www.volvoce.com](http://www.volvoce.com)

**Volvo Construction Equipment**  
304 Volvo Way  
Shippensburg, PA 17257

**Telephone**  
switchboard  
717-532-9181

**Telefax**  
717-530-3408





**Doosan Infracore**  
Portable Power

1293 Glenway Dr.  
Statesville, NC 28625

January 28, 2021

To whom it may concern:

Please be advised that Sierra Machinery, Inc., with locations in El Paso, TX and Artesia, NM is the authorized distributor for Doosan Portable Power products including air compressors, light towers and generators. As an authorized distributor, Sierra Machinery has responsibility for sales, service, parts and warranty for these product line in select counties of Texas and New Mexico.

Sincerely,

A handwritten signature in black ink that reads "Bill Sigler". The signature is written in a cursive, flowing style.

Bill Sigler  
Regional Sales Director  
Doosan Portable Power



January 28, 2021

To Whom It May Concern:

This letter is to confirm that Sierra Machinery, Inc. is the Gradall Excavator distributor for the following territory:


In the State of Texas, the Counties of El Paso, Hudspeth, Culberson, Jeff Davis, Presidio, Brewster, Reeves, Pecos, and Terrell.

The State of New Mexico.

As a sole source provider of Gradall Industries, Inc., Sierra Machinery, Inc. is responsible for all machine and parts sales, as well as service.

Thank you again for your time. If you have any questions, please feel free to contact me.

Sincerely,

  
Jeremy Fisher  
Regional Sales Manager



# 2021-0742 Volvo, Gradall, Doosan Proprietary Parts and Service

April 13, 2021



# Purpose of Procurement

- Purchase parts for routine maintenance of heavy duty equipment
- Specifically provides Volvo, Gradall and Doosan OEM parts
- Provides service component for repairs that cannot be done in house
- Used for heavy equipment such as Front End Loaders, Tractors
- and Excavators
- Will allow for safe, efficient and consistent operation of the City' Fleet





## 2021-0742 Volvo, Gradall, Doosan Parts and Service

Contractor	Sierra Machinery
Initial Term & Award	Total Estimated Award \$600,000 (3) Year Award
Option	N/A
Funding Source	Internal Service Fund – Inventory Purchases / Equipment Outside Repairs
Account No.	532-37020-531210-3600-P3711 532-37020-531250-3600-P3701



## Mission

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

## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople

## Vision

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



Legislation Text

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**File #:** 21-416, **Version:** 1

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

**All Districts**

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

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

**STRATEGIC GOAL:**

**Goal 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.*

Presentation and discussion on the City's Capital Improvement Program.

**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 item will present a detailed update on the Capital improvement program to include streets, Quality of Life and Public Safety. With the deferment of projects, it is anticipated that projects will cost more to complete. Approval from council is sought to allow the use of investment interest on projects that need it.

**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:** April 13, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., City Engineer, (915) 212-1808

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

**STRATEGIC GOAL:** No. 5: Promote Transparent and Consistent Communication Among All Members of the Community

**SUBJECT:**

Presentation and discussion on the City's Capital Improvement Program.

**BACKGROUND / DISCUSSION:**

The Capital Improvement Department will be providing an update on the active program management of the Capital Improvement Program (CIP). This presentation will focus on program status and funding priorities.

**SELECTION SUMMARY:**

N/A

**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:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

*Jerry DeMuro/for Sam Rodriguez*

# CIP Comprehensive Update



April 13, 2021

## AGENDA

### Program Status / Funding Priorities

- 2019 Public Safety Bond
- 2012 Street CIP
- Quality of Life Bond
- Capital Plans Highlights
  - 2017 Capital Plan
  - 2018 Capital Plan
  - 2019 Capital Plan
  - 2020 Capital Plan
  - Eastside Sports Complex Phase II





- **STRATEGY ON CONTINUING WITH THE CAPITAL PROGRAM**
  - **Cash Availability – Timing of new issuance – Budget Impact**
  - **Operational cost Budget Impact**
- **Committed to PUBLIC SAFETY**
- **Committed to STREETS**
- **DEFERMENT will increase costs of projects**  
(AGC estimates 12% inflation this year alone)
  - **1: 104%, 2 years 108%, 3 years 1.12%**

- \$1.4 Billion CIP
- 60% (\$850 M) Funds Streets, Public Safety and Basic Services
- \$471 M Quality of Life Bond
  - \$353 M Borrowed
  - \$224 M Spent
- \$265 M Street Investment from 2017-2023

## COVID-19 RESPONSE

1

*Establish Available Resources*

2

*Confirm Existing Commitments*

3

*Complete Construction Contracts*

- Covid - 19 Response:  
Operational funds may not be available to open facilities
- Complete design contracts

4

*Align and integrate final recommendation with:*

- Financial Capacity
- Operational Needs
- Strategic Plan
- Community Priorities



## PROPOSED FUTURE ISSUANCES

Capital Plan	Approval Date	Fund	Budget	Amount Issued	Remaining Authorization	YTD Expenses	Available Cash	2021	2022	2023	2024
2012 Quality of Life Prop 1 (Park/Zoo)	11/6/2012	4800	\$245,447,173	\$245,477,173	-	\$182,247,038	\$32,861,223		<b>FY-22/24 Future Amounts TBD based on budget approvals</b>		
2012 Quality of Life Prop 2 (Lib/MCAD)	11/6/2012	4800	\$227,802,827	\$99,317,191	\$128,455,636	\$47,185,110	\$90,598,201				
2012 Street Infrastructure	6/26/2012	4740	\$218,400,000	\$173,280,409	\$45,119,591	\$174,046,166	\$2,150,158	\$30,000,000			
2017 Capital Plan	8/7/2017	4741	\$71,500,000	\$55,000,000	\$16,500,000	\$50,684,072	\$4,882,286	\$6,000,000			
2018 CIP-Eastside Sports Complex Phase II-PID2	12/19/2017	4744	\$14,532,000	\$6,400,000	\$8,132,000	\$2,249,219	\$4,197,706	\$5,000,000			
2018 Capital Plan	12/18/2017	4743	\$76,735,148	\$33,600,000	\$43,135,148	\$33,089,573	\$1,676,524	\$20,000,000			
2019 Capital Plan	4/30/2018	4745	\$112,080,000	\$20,000,000	\$92,080,000	\$14,968,801	\$5,382,882	\$32,000,000	\$12,000,000	\$16,000,000	\$32,080,000
2019 Public Safety Bond	11/5/2019	4820	\$413,122,650	\$35,000,000	\$378,122,650	\$5,502,277	\$29,880,691	\$48,297,200	\$104,248,409	\$111,000,000	\$45,758,837
2020 Capital Plan	12/10/2019	4746	\$46,026,015	\$15,000,000	\$31,026,015	\$3,099,126	\$12,055,495	-	\$15,000,000	\$10,000,000	\$6,026,015
Total			\$1,425,645,813	\$683,074,773	\$742,571,040	\$513,071,382	\$183,685,166	\$141,297,200	\$170,000,000	\$147,000,000	\$87,000,000

Available  
Cash  
**\$184 M**



Streets  
**\$ 30 M +**  
Federal



Public Safety  
**\$ 30 M**



Parks, Libraries,  
Cultural Facilities  
**\$ 124 M**

# 2021 CIP Financing

2021 Capital Project Financing			
General Obligations			
Public Safety	\$48,297,200.00		
Subtotal	\$48,297,200.00	73%	Public Safety Bond/ Street Safety/ Street Imp./ Community Health
Streets	\$33,500,216.79		
Streets Lights	\$14,636,588.49		
Health Lab	\$6,640,787.90		
Leveraged Streets Projects MPO	\$10,586,668.08	7%	Leverage Local Funds to get \$42M in Federal Funds
Flat Fields (Eastside Sports Complex)	\$5,000,000.00	4%	TIRZ funded
Leo Cancellare Pool	\$2,635,738.75	2%	Facility Rehab
Children's Museum	\$20,000,000.00	14%	Contractual Obligation
Subtotal	\$93,000,000.01		
<b>TOTAL</b>	<b>\$141,297,200.01</b>	<b>100%</b>	



# Funding Priorities for Next Issuance:

<b>2012 Street Infrastructure</b>	<b>\$ 30,000,000</b>	<b>Complete roads under construction plus 6 deferred projects</b>
<b>2017 Capital Plan</b>	<b>\$ 6,000,000</b>	<b>Federal Projects, Oregon Streets Lights</b>
<b>2018 CIP-Eastside Sports Complex Phase II-PID2</b>	<b>\$ 5,000,000</b>	<b>Proceed with Eastside Sports Complex Phase 2</b>
<b>2018 Capital Plan</b>	<b>\$ 20,000,000</b>	<b>Federal Projects, Public Health Facilities, Hawkins Reconstruction, Begin Schuster Reconstruction and Facility Upgrades</b>
<b>2019 Capital Plan</b>	<b>\$ 32,000,000</b>	<b>Federal Projects, Complete Safety Lighting Projects: Viscount, Yarborough, George Dieter, Lee Trevino, Pellicano, Railroad, Cotton, Meet Contractual Requirements: Children's Museum</b>
<b>2019 Public Safety Bond</b>	<b>\$ 48,297,200</b>	<b>Begin Construction with FS36, ERCC, continue with Fire Station remodels, begin design for PD HQ, Academy and FD Central Facility, PD Central Command</b>
<b>2020 Capital Plan</b>	<b>\$0 -</b>	<b>\$12M cash on hand: Continue with Federal projects, roofs, and planning documents.</b>

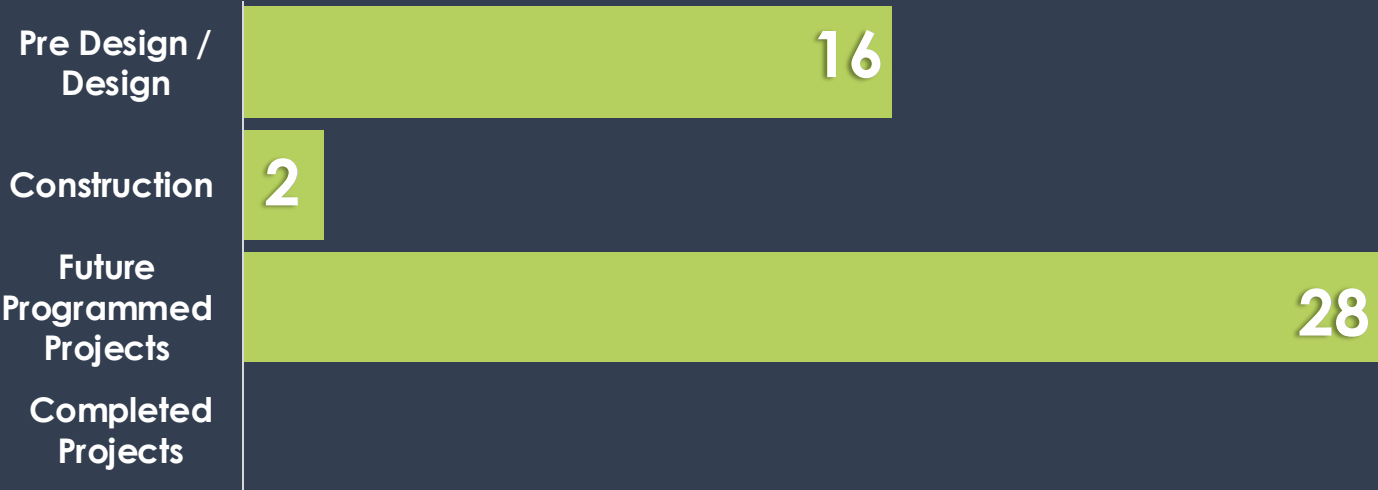
**\$141 Million**



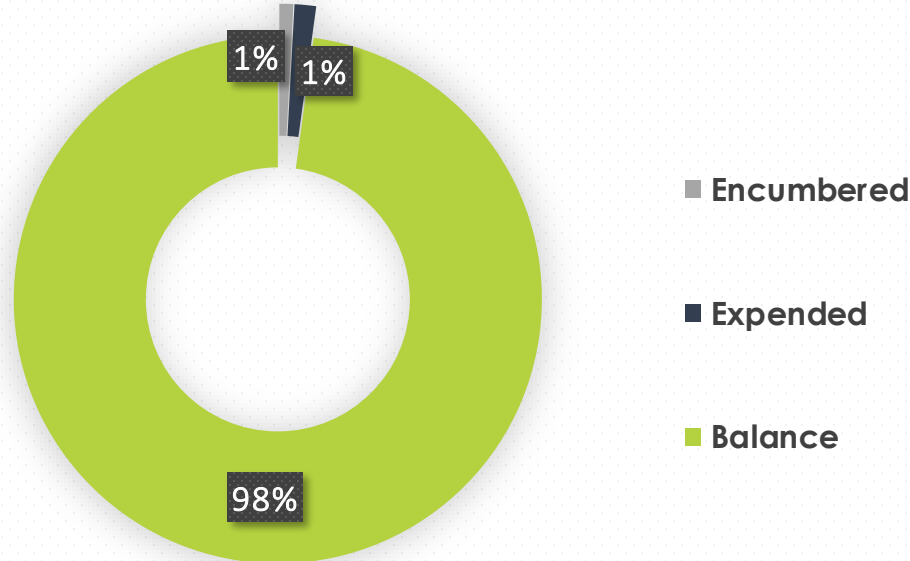
# 2019 PUBLIC SAFETY BOND



# Program Status



# 2019 Public Safety Bond \$413,100,000



Encumbered	Expended	Balance	Amount left to Issue
\$3,383,855	\$5,629,345	\$404,086,800	\$ 378,122,650

# 2019 Public Safety Bond Highlights

**Eastside Regional Command Center is under design**

**Fire Station 36 is under design**

**Fire Station assessments complete –**

- **First 5 fire stations scheduled for remodels starting in the summer**

**Property acquisition for PD/FD Academy under way**

**Previously Deferred Projects to begin design:**

- **PD HQ**
- **PD/FD ACADEMY**
- **FS 38**

**Property Acquisition to begin on Central Command Center and FD Special units Facility**

**PD Vehicles purchased**

**FD Vehicles ordered**



# Public Safety Bond – COVID-19 Response Revised Rollout Plan

2021	2022	2023	2024	2025	2026	2027
Property	COVID IMPACT	Eastside RC	PD HQ	Mission Valley RC	Northeast RC	Westside RC
PD FLEET			Pebble Hills RC	New Academy	Central RC	Exist Academy

RED = COVID IMPACT

## EL PASO POLICE DEPARTMENT

Project	Total Project value with Issuance cost	CASH FOLLOW / YEAR										
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
UPPER EAST MUNICIPAL COMPLEX (COMMAND CENTER )	\$38,600,000	\$1,000,000	\$2,860,000	\$19,300,000	\$15,440,000							
POLICE TRAINING ACADEMY*	\$19,900,000		\$1,990,000	\$2,985,000	\$9,950,000	\$4,975,000						
PD HEADQUARTERS	\$90,600,000		\$9,060,000	\$13,590,000	\$45,300,000	\$22,650,000						
PEBBLE HILLS RC RENOVATION	\$11,850,000			\$1,185,000	\$5,332,500	\$5,332,500						
MISSION VALLEY RC RENOVATION	\$11,350,000				\$1,135,000	\$5,107,500	\$5,107,500					
NORTHEAST RC RENOVATION	\$11,850,000					\$1,185,000	\$5,332,500	\$5,332,500				
WESTSIDE RC RENOVATION	\$9,850,000						\$985,000	\$4,432,500	\$4,432,500			
CENTRAL REGIONAL COMMAND (NEW)	\$24,600,000		\$3,690,000		\$2,460,000	\$8,610,000	\$9,840,000					
PD FLEET	\$3,300,000	\$1,000,000	\$2,300,000									
TOTAL	\$221,900,000	\$2,000,000	\$19,900,000	\$37,060,000	\$79,617,500	\$47,860,000	\$21,265,000	\$9,765,000	\$4,432,500	\$0	\$0	\$0

\*One project with FD Academy, Logistics and HQ (\$79M)



# Public Safety Bond – COVID-19 Response Revised Rollout Plan

2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Renovations	Renovations	Renovations	Renovations	Renovations	Renovations	Renovations	Renovations	FS 40	
Roofs		FS 36	FS 38	Special Teams				FS 40	
Equipment	Equipment			Academy					
				HQ/Logistics					

RED = COVID IMPACT

## EL PASO FIRE DEPARTMENT

Project	Total Project value with issuance cost and 2 % for the Arts	CASH FOLLOW / YEAR										
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
FIRE STATION 36 (NEW)	\$11,300,000	\$300,000	\$830,000	\$6,780,000	\$3,390,000							
FIRE STATION 38 (NEW - Municipal Complex)	\$11,800,000			\$3,000,000	\$7,000,000	\$1,800,000						
FIRE STATION 1, 9, 11	\$17,100,000			\$1,710,000	\$6,840,000	\$6,840,000	\$1,710,000					
TRAINING ACADEMY & LOGISTICS*	\$29,650,000		\$2,965,000	\$4,447,500	\$14,825,000	\$7,412,500						
FIRE STATION 40 (NEW)	\$15,500,000								\$1,550,000	\$9,300,000	\$4,650,000	
FIRE HEADQUARTERS*	\$29,650,000		\$2,965,000	\$4,447,500	\$14,825,000	\$7,412,500						
FIRE STATION RENOVATIONS	\$74,400,000	\$1,720,000	\$11,160,000	\$13,160,000	\$11,160,000	\$7,440,000	\$7,440,000	\$7,440,000	\$7,440,000	\$7,440,000		
FD EQUIPMENT	\$1,800,000	\$800,000	\$1,000,000									
TOTAL	\$191,200,000	\$2,820,000	\$18,920,000	\$33,545,000	\$58,040,000	\$30,905,000	\$9,150,000	\$7,440,000	\$8,990,000	\$16,740,000	\$4,650,000	

\*One project with FD Academy, Logistics and HQ (\$79M)



Fire Station 36





Fire Station 36





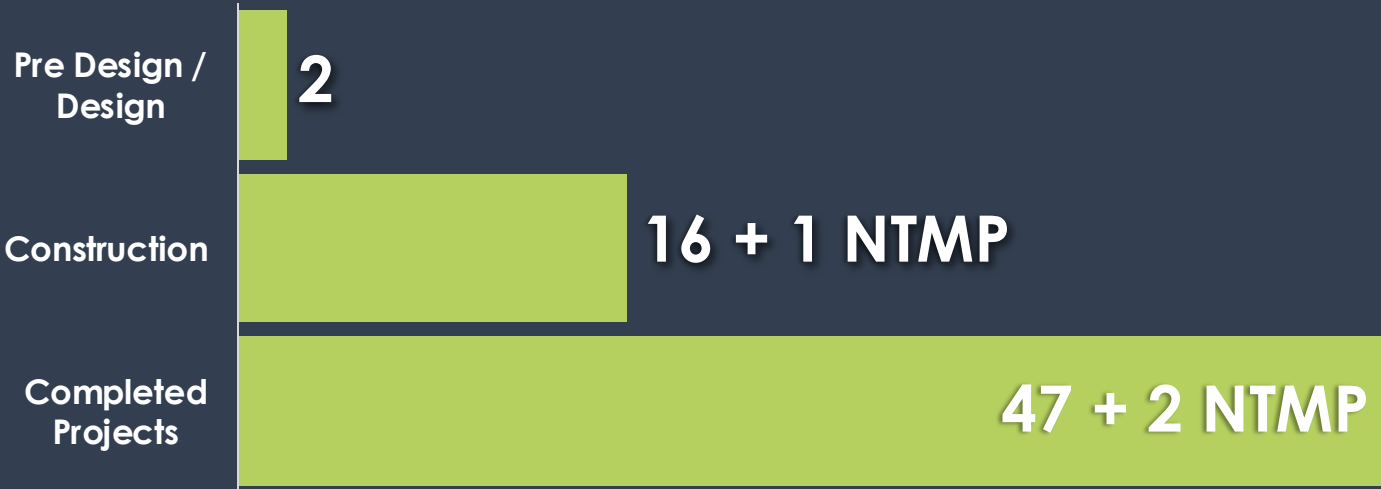
Eastside Regional Command Center



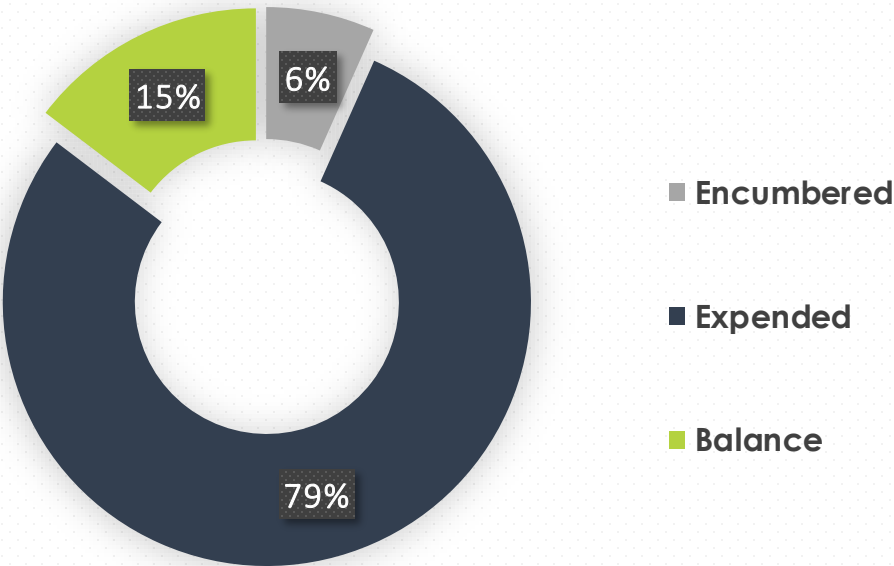
# 2012 STREET CIP



# Program Status



# 2012 Street CIP \$218,400,000



Encumbered	Expended	Balance	Amount left to Issue
\$12,541,351	\$173,728,648	\$32,130,001	\$ 45,119,591

PROJECTED PROGRAM SAVINGS: \$15 M

# History

Little initial progress on CIP implementation; one project completed between 2012 and 2016.

- June 26, 2012: City Council approved \$218.4 M for street improvements
- March 8, 2016: City Council CIP recalibration
  - Observations and input from public
  - Dedicated funding for specific street improvements
  - Greater Council oversight of CIP implementation
- August 7, 2017: Council approved expediting arterial resurfacing (Transferred \$21.8 M from Reconstruction to Resurfacing Top 25 Arterials)
- December 18, 2017 Council approved expediting reconstruction projects
- February 15, 2021 Council approved to allocate Investment Interest to projects within each Capital Program.

Status	3/8/16	12/18/17	2/14/19	6/1/19	10/1/19	2/25/20	7/23/20	8/28/20	9/30/20	12/11/20	1/13/2020	4/1/2021
Completed	2	10	18	21	21	27	35	35	37	39	42	47
Construction	6	7	25	27	34	36	24	24	22	20	17	16 + 1NTMP
Design	10	27	22	17	10	2	0	0	0	0	0	2
Programmed	47	21	0	0	0	0	0	0	0	0	0	0
Deferred	0	0	0	0	0	0	6+1NTMP	6+1NTMP	6+1NTMP	6+1NTMP	6+1 NTMP	0
TOTAL	65	65	65	65	65	65	65	65	65	65	65	65

Recalibration  
Expedite 21 Projects



## 2 Projects in Pre-Design / Design

Project	District	Estimate	Est. Construction Start
Canterbury Trail	1	\$1,302,300	Fall 2021
Phillipy Reconstruction	6	\$797,632	TBD

## 4 + 1 NTMP Projects in Bidding

Project	District	Estimate	Est. construction Start
Gene Torres NTMP	7	\$798,600	Summer / Fall 2021
Padilla Reconstruction	6	\$2,249,005	Summer 2021
South Central Phase 5 - Edna(East of Concepcion), Cortez (South of Delta) Reconstruction (2)	8	\$6,224,221	Summer 2021
Sunglow Landscaping	3	\$388,351	Summer 2021

# 12 Under Construction

Project	District	Estimate	Estimated Completion
Davis Reconstruction	6	\$1,851,322	All scheduled to be complete by summer 2021
Lowd Reconstruction	7	\$1,944,000	
MCA Quiet Zones	3,8	\$6,162,048	
McCune Reconstruction	7	\$2,821,000	
Mimosa Reconstruction	3	\$2,411,000	
Paddlefoot and Lomaland Reconstruction	7	\$5,234,000	
River Bend Phase III	8	\$3,340,200	
South Central Phase IV (Edna west of Concepcion, Dolan) 2	8	\$3,930,215	
Viscount Boulevard Roadway Lighting and Median Landscape	3	\$3,053,700	
Yarbrough North Roadway Lighting and Median Landscape	3,7	\$2,065,067	

# 47 + 2 NTMP Completed Projects

Alicia Drive Reconstruction	John Hayes Arterial Lighting	RC Poe and Edgemere Roundabout
Annie Reconstruction	Kernel Reconstruction	Redd Road Median Landscape and Lighting
Barker Reconstruction	Little Flower Reconstruction	Rich Beem Street Lighting
Central at Paisano	Love Rd Property Acquisition	Rim at Hague Intersection Improvements
Cielo Vista Sidewalk Repair	Manor Reconstruction	Robinson Reconstruction Phase I
Deer Ave NTMP	Mauer Road NTMP	Robinson Reconstruction Phase II
Edgemere Parkway	Mesquite Hills Street Lighting	Snelson Reconstruction
Edgemere Trail Widening, Lighting and Landscape Improvements	Monroe 2-way conversion	South Central Phase 2 - Encino(North of Delta), DeVargas, Cortez(North of Delta) Reconstruction (3)
Ethel Reconstruction	Montoya Heights Sidewalk	South Central Phase 3 - Encino (South of Delta), Elena, Feliz Reconstruction (2)
Flower Reconstruction	New Haven Reconstruction	Springwood Traffic Calming
Geiger, Cardis, Malaga Reconstruction	Pebble Hills Extension	Teramar Reconstruction
Glenwood Reconstruction	Pendale Reconstruction	Toni, Mary Jeanne, Yvonne Reconstruction
Holly Reconstruction	Princeton, Tullane, Valleyview Reconstruction (3)	University Pedestrian Improvements
Independence Trail and Amenities (2)	Ramos Reconstruction	Van Buren 2-way conversion
James Reconstruction		

## Street CIP Resurfacing Update – City wide

### Active Street Resurfacing Projects:

1. 2012 Street CIP for Street Resurfacing – **99.1% complete**  
All remaining streets under contract
2. Arterial Resurfacing Program – **95 % complete**  
Pending completion of Hawkins from I-10 to gazelle

### Progress on Active Street Resurfacing Projects:

- 2012 CO's - 371 Streets Completed – 3 locations in progress or programmed (To be completed within 2021)
- Arterial Program - **7** completed and **1** in progress



## Street CIP Resurfacing– City wide

### **\$7 M Residential**

#### **FY 19 and 20 Program :**

- 39% Residential streets complete
- Residential Program - **41** streets completed – **63 Locations to be programmed**
- FY 2020 Programmed to FY 2022
- FY 2021– FY 2022 Programmed to FY 2023 – FY 2024

All remaining streets FY 2019 and FY 2020 to be programmed

### **\$3 M Collectors Fee**

- 100% complete for FY 2020 – 100% Complete
- FY 21 – 23: **8** Roads Programmed (On Schedule)



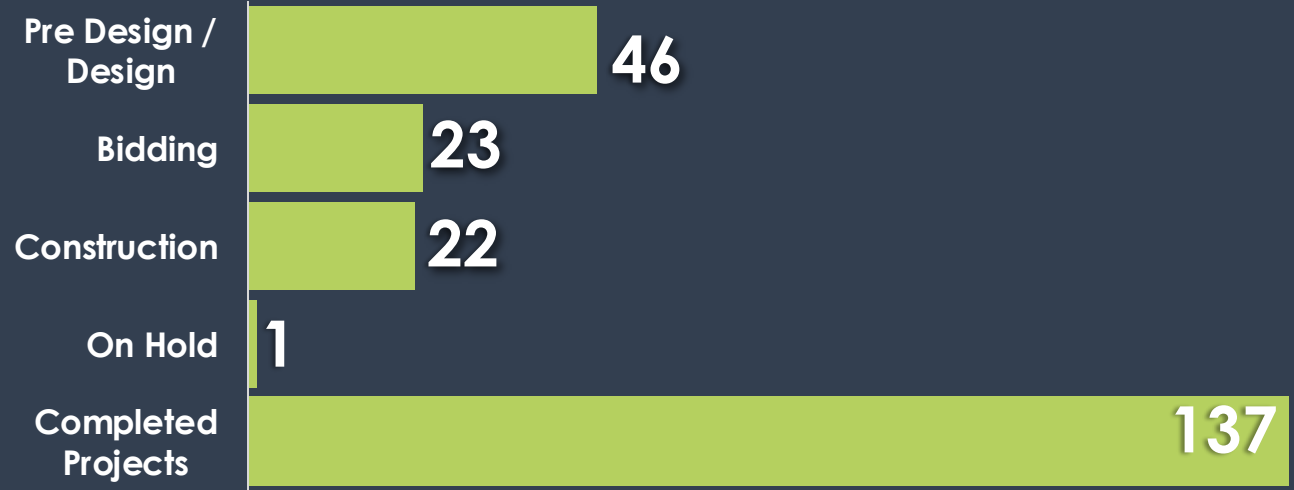
# PROGRAM STATUS

## 2012 Quality of Life Bonds

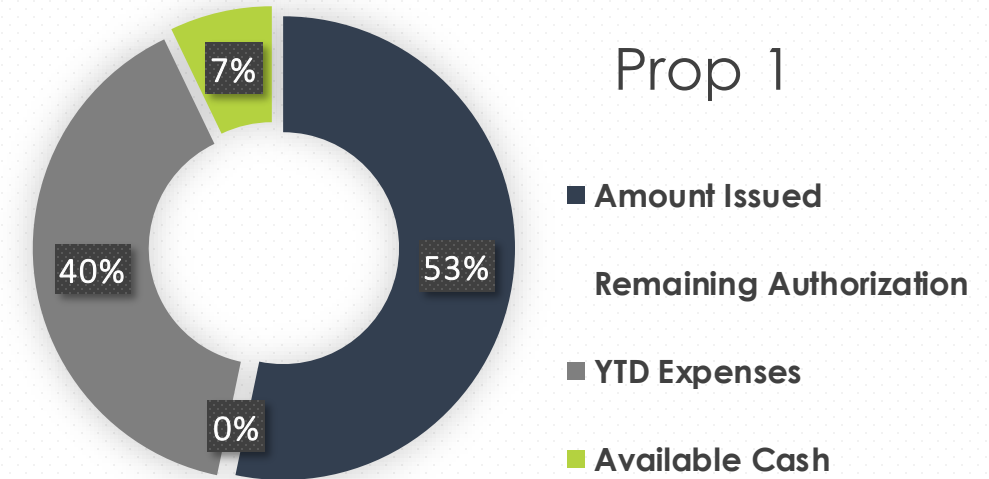




# Program Status

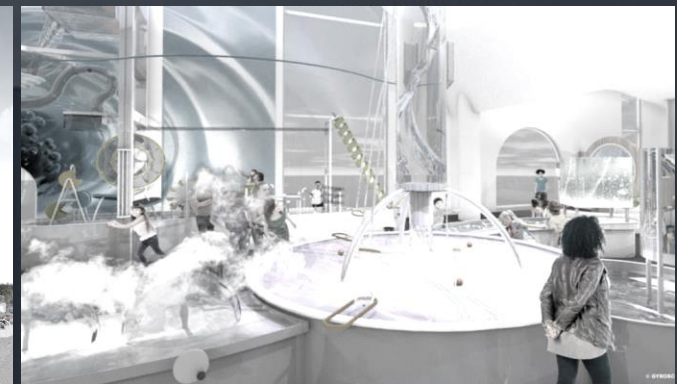


# 2012 Quality of Life \$473,250,000



Quality of Life Bond	Approval Date	Fund	Budget	Amount Issued	Remaining Authorization	YTD Expenses	Available Cash
2012 Quality of Life Prop 1 (Park/Zoo)	11/6/2012	4800	\$ 245,447,173	\$ 245,477,173	-	\$ 182,247,038	\$32,861,223
2012 Quality of Life Prop 2 (Lib/MCAD)	11/6/2012	4800	\$ 227,802,827	\$ 99,317,191	\$ 128,455,636	\$ 47,185,110	\$90,598,201

# EI PASO CHILDREN'S MUSEUM







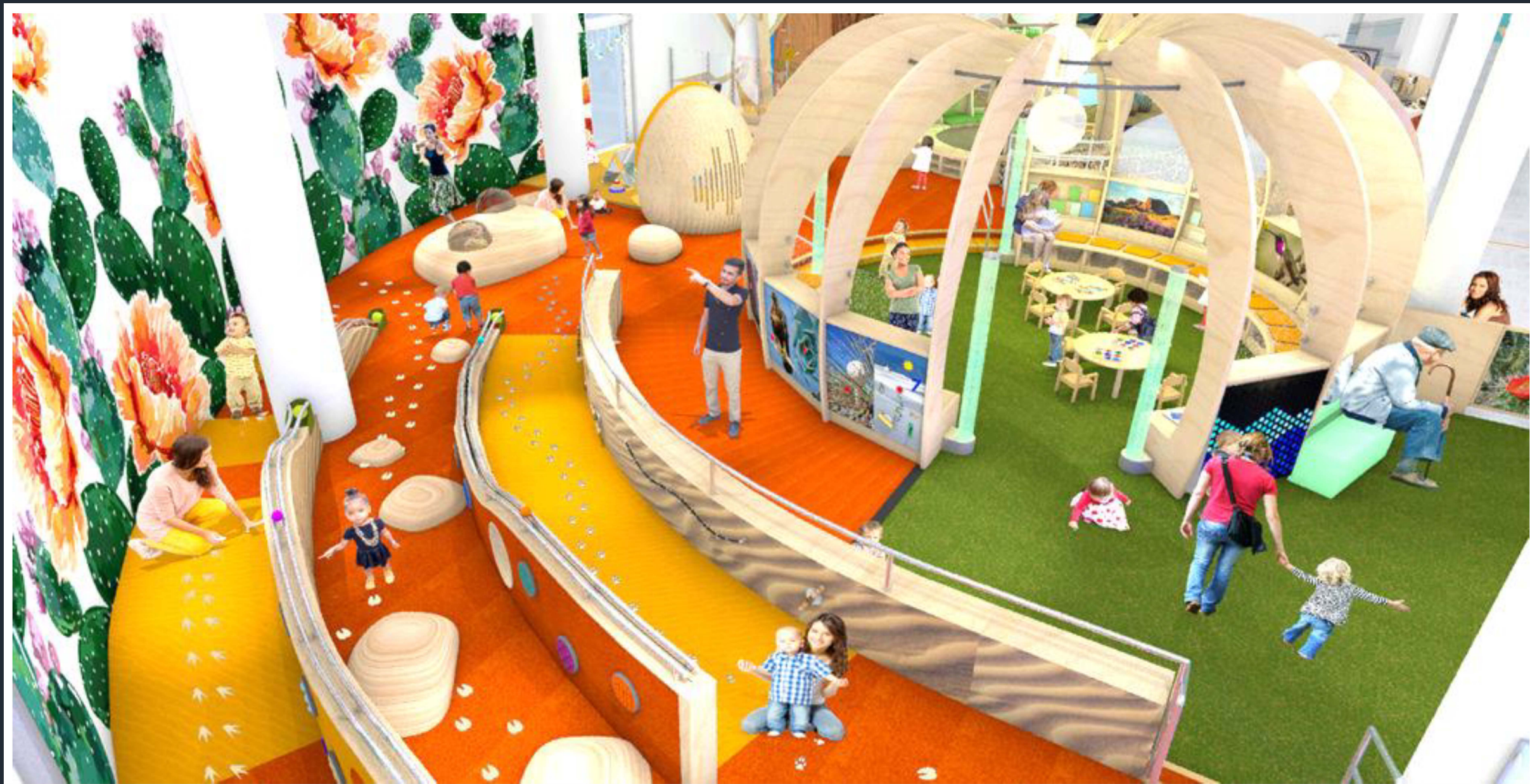






















# MEXICAN AMERICAN CULTURAL CENTER- DEFERRED TO 2022



Future: MACC Exhibit Funds will be required (\$5 M)

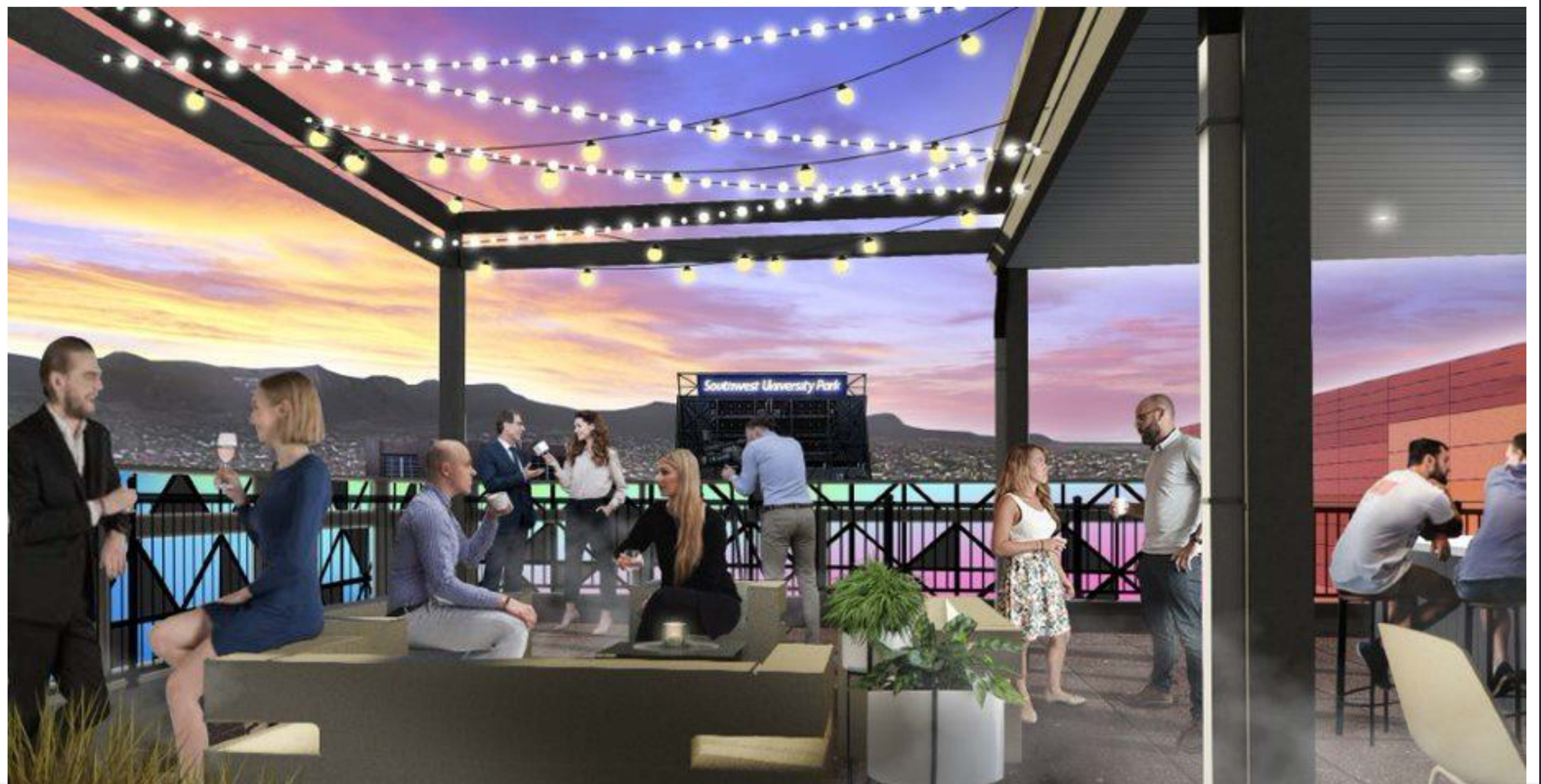




















# 46 Projects in Pre Design / Design

Project	District	Estimate	Estimated Const. Start
Africa Bird Holding	ZOO	\$300,000	Fall 2021
Alligator Exhibit	ZOO	\$699,400	TBD
Blackie Chesher Sports Maintenance Storage	6	\$800,000	TBD
Chalio Acosta Sports Center	8	\$250,000	Early 2022
Eastside Regional Park Phase 2	5	\$12,000,000	TBD
Eastside Regional Phase 2 Modular Play Structure	5	\$400,000	TBD
Eastwood (Album) Metal Shade Canopy	3	\$80,000	Spring 2021
Education Discovery Improvements	ZOO	\$98,175	TBD
Galapagos Exhibit	ZOO	\$573,029	Early 2022
J.P. Shawver Modular Play Structure	7	\$400,000	TBD
Joey Barraza and Vino Modular Play Structure	4	\$400,000	Summer 2021
Komodo Dragon Exhibit	ZOO	\$4,232,900	TBD
Leopard Exhibit Renovations	ZOO	\$339,300	Early 2022
Lower Beaumont Recreational Facility	2	\$4,762,528	TBD
Manhattan Heights Historic Archway Illumination	2	\$62,500	TBD
Mexican American Cultural Center	DTWN	\$5,750,000	TBD
Newman Park Metal Shade Canopy	2	\$80,000	Fall 2021
Ocelot Improvements - Support Elements	ZOO	\$300,000	Early 2022
Palisades Trailhead	1	\$300,000	Summer 2021
Pat O'Rourke Recreation Center	8	\$2,500,000	TBD

1 Project On hold due to litigation

MPC	DTWN	\$180,000,000	TBD
-----	------	---------------	-----

# 46 Projects in Pre Design / Design (Cont'd)

Project	District	Estimate	Estimated Const. Start
Paved Trails - Tierra Del Este, Sunset Terrace Park Trail Extension	1,5	\$655,000	TBD
Paved Trails - Carolina to Emerson	7	\$342,000	TBD
Paved Trails - Donald to Dyer	4	\$315,000	TBD
Paved Trails - Ellis lateral Connection	1	\$315,000	TBD
Paved Trails - Montana to I-10 Segment A	3,7	\$437,500	TBD
Paved Trails - Montana to I-10 Segment B	3,7	\$437,500	TBD
Paved Trails - Montana to I-10 Segment C	3,7	\$437,500	TBD
Paved Trails - Montana to I-10 Segment D	3,7	\$437,500	TBD
Paved Trails - Rio Grande Trail North and Valley Creek Access	1	\$390,000	TBD
Paved Trails - Skyline to Loma Real Segment A	2,4	\$315,000	TBD
Paved Trails - Skyline to Loma Real Segment B	2,4	\$315,000	TBD
Paved Trails - Skyline to Loma Real Segment C	2,4	\$315,000	TBD
Paved Trails - Skyline to Loma Real Segment D	2,4	\$315,000	TBD
Paved Trails- Mountain to River Trails System	1	\$872,000	TBD
Pueblo Viejo Park Metal Shade Canopy	6	\$80,000	Fall 2021
Sandstone Ranch Estates Metal Shade Canopy	4	\$80,000	Spring 2021
Sandstone Ranch Metal Shade Canopy	4	\$80,000	Spring 2021
Trailhead Improvements - Chuck Heinrich, Mary Frances Keisling, Franklin Hills Bear Ridge, North Open Space Reserve & Palisades	1	\$625,000	Summer 2021
Training & Instructional Multipurpose Center Pool	3	\$450,000	Early 2022
Ventanas Destiny Metal Shade Canopy	5	\$80,000	Fall 2021

# 23 Projects in Bidding

Project	District	Estimate	Estimated Const. Start
Animal Holding II	ZOO	\$875,336	Summer 2021
Armijo Branch Library Improvements	8	\$350,000	Spring 2021
Dick Shinaut Concrete Skate Park	5	\$800,000	Summer 2021
Grandview Recreation Center	2	\$2,500,000	Fall 2021
Joey Barraza and Vino Memorial Park Phase 2	4	\$5,000,000	TBD
Jose Cisneros Library Improvements	3	\$270,000	Spring 2021
Modesto Gomez Park	8	\$2,400,000	Spring 2021
Nolan Richardson Recreation Center	2	\$2,500,000	Fall 2021
Pavo Real Recreation Center Improvements	6	\$1,921,000	Fall 2021
Penguin Exhibit and Life Support Project	ZOO	\$3,766,750	Fall 2021
Salvador Rivas Park Phase III	5	\$550,000	Summer 2021
Sea Lion Exhibit Repair and Upgrade	ZOO	\$676,082	Spring 2021
South American Pavilion Improvements	ZOO	\$220,660	Fall 2021
South American Pavilion Restrooms	ZOO	\$269,000	Summer 2021
Sports Field Lighting (Veterans, Nations Tobin, Capistrano)	2,4,6	\$1,300,000	Spring 2021
Vet Service Road - Support Elements	ZOO	\$130,000	TBD
Veterans Recreation Center	4	\$1,500,000	TBD
Wainwright and NE basin Park Improvements	2,4	\$1,150,000	TBD
Westside Branch Library Improvements	8	\$910,000	Spring 2021
Westside Community Park Soccer Field Lighting	1	\$178,300	TBD



# 22 Projects in Construction

Project	District	Estimate	Estimated Completion
Children's Museum	DTWN	\$39,250,000	Winter 2022
Cimarron Unit 1 Metal Shade Canopy	1	\$100,000	Spring 2021
Clardy Fox Library Renovations	8	\$1,650,000	Spring 2021
Crestmont Park Improvements	8	\$226,563	Spring 2021
District 2 Lost Kingdom Water Park	2	\$11,876,724	Spring 2021
District 7 Chapoteo Neighborhood Water Park	7	\$11,280,662	Spring 2021
Dorris Van Doren Library Improvements	1	\$620,000	Spring 2022
Esperanza Moreno Library Improvements	5	\$720,000	Summer 2021
Fire Station 15 and Hawkins Pool Roof Replacement	8	\$407,000	Summer 2021
Haddox Family Park Improvements	2	\$201,033	Summer 2021
Madeline Park Improvements	1	\$158,750	Summer 2021
Mountain View Park Improvements	2	\$90,000	Spring 2021
N. Carolina Retaining Wall	7	\$148,774	Spring 2021
N. Stanton Pedestrian Enhancements	1	\$84,589	TBD
North Skies Park Improvements	4	\$370,864	Summer 2021
Palm Grove Park Improvements	7	\$137,500	Summer 2021
Pueblo Viejo Park Improvements	6	\$319,615	Summer 2021
Seville Recreation Center Improvements	3	\$226,114	Summer 2021
Sun City Lights - District 5	5	ERP Budget	Early Summer 2021
Todd Ware Park Improvements	4	\$51,250	Spring 2021
Travis White Park Improvements	7	\$93,750	Summer 2021



# 137 Completed Projects

Project Name		
Adrian Garcia Park	Chamizal Recreation Center	E.L. Williams Park Improvements-NIP II
Angora Loop Median Improvements NIP III	Chihuahuan Desert Exhibit Complex	East Cave Park (Tierra Del Este #64) Improvements- NIP II
Argal Park at Las Palmas (Las Palmas/Pendale Community Park)	Chuck Heinrich Park (NIP)	Eastside Senior Center (Pebble Hills) Expansion
Aztec & Navajo SW Gap NIP III	Cielo Vista Ramps (NIP II)	Eastside Sports Complex Design/Build Phase 1
Aztec and Mescalero Traffic Circle	Citywide Play Equipment Installation	Eastwood Dam – Wrought Iron Gate Improvements (NIP)
Balsam Sidewalk Gaps	Clifford Ponding Area Improvements NIP III	Edgemere Park NIP III
Barron Park	Coronado Curb Cut Improvements (NIP)	Escondido, Robles & Espada SW Gaps NIP III
Bartlett Park Improvements	Coyote Park - Citywide Canopy Installation	Ethel & Edgar Sidewalk Gaps (NIP II)
Blackie Chesher Flat Field Installation	Coyote Park Amenities NIP III	Gallagher Street Sidewalk Improvements (NIP)
Blackie Chesher Lighted Flat Fields (Outdoor Sports Field Lighting)	Crestmont Canopy over playground	H.T. Ponsford Park Improvements- NIP II
Blackie Chesher Metal Shade Canopy	Dick Shinaut Canopy over playground	Historic Entrance Sign - Manhattan Heights neighborhood-NIP II
Bookmobile Purchase	Digital Wall @ History Museum	Houston Park Improvements NIP III
Borderland Park Improvements NIP III	District 4 Neighborhood Water Park	Hugo Meyer & Galaztan Sports Lighting
Brisa Del Este Park Improvements	Downtown Benches (NIP)	Irwin J Lambka Metal Shade Canopy
Carlos Bombach Park (NIP)	Downtown Pedestrian Pathways Plaza/EPMA Loading Area, Sheldon Court, Convention Center Improvements	Jack D Quarles Park Improvements NIP III

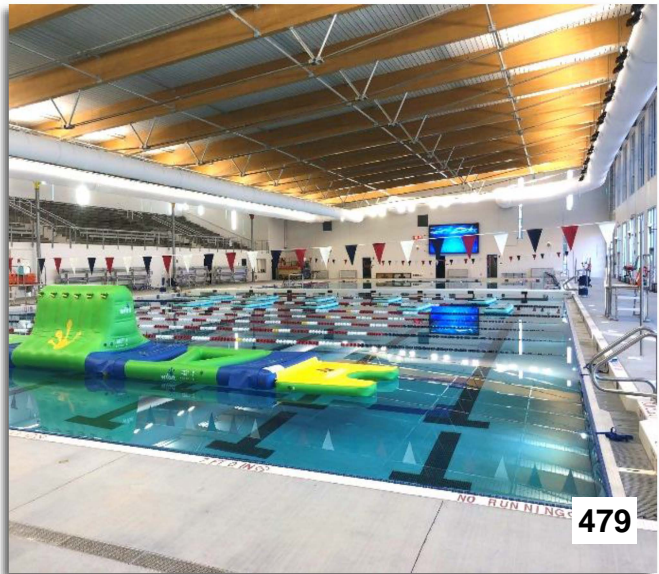
# 137 Completed Projects (Cont'd)

Project Name		
James Grant Area Residential Street Lights NIP III	Mission Hills Park Improvements (NIP)	Pico Norte Outdoor Sports Field Lighting
James Schwitters Park (Fiesta/Coronado Park)	Montoya Heights Park Improvements NIP III	Polly Harris Doors
Jan Sumrall Trailhead Playground Installation	Mountain View Park Lights Improvements NIP III	Ponder Park Improvements(All Abilities Playground)
John Lyons/ Cheryl Ladd Park QOL	Museum of Archaeology ADA upgrade	Ponder Park Outdoor Sports Field Lighting
Johnson Basin	Museum of Archaeology Gazebo	Pueblo Viejo Park Improvements- NIP II
Jorge Montalvo Park Improvements	Museum of Art Gallery Upgrade	Pueblo Viejo Park Picnic Table Canopies - NIP III
Judge Marquez Branch Library	Museum of Art Roof Replacement and HVAC Upgrade	Radford Park
Little River Park Improvements (NIP)	Museum of History Track Lighting	Ranchland Hills Lights (NIP II)
Lomaland Park Improvements (NIP)	N. Carolina Speed Indicator Signs NIP III	Richard Burges Library Renovation
Love Road crosswalk and landscaping NIP II	Nations Tobins Metal Shade Canopy	Rim Area Street Signs
Madeline Park (NIP)	Newman Park Improvements (NIP)	Rim Road/Upper Tom Lea Park Improvements-NIP II
Magoffin Park	Northeast Regional Park – Skate Park	Rosedale Neighborhood Mile Markers-NIP II
Marty Robbins Canopy over Playground	Paseos Del Sol Park Improvements	Rutherford Curb Cut Improvements NIP III
McKelligon Canyon Pavilion Structural Evaluation	Patriot Place Park Improvements (NIP)	Sal Berroteran Outdoor Sports Field Lighting
Memorial Park Library Branch Expansion	Pavo Real Enhanced Spray Park	Salamanca and Pejamo ADA Ramps

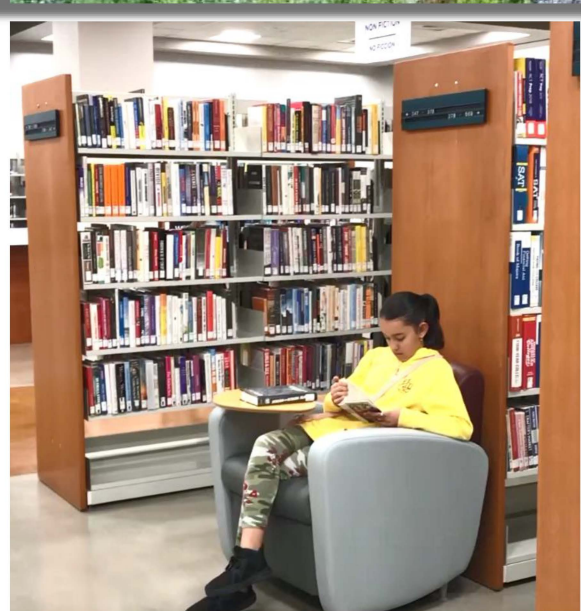
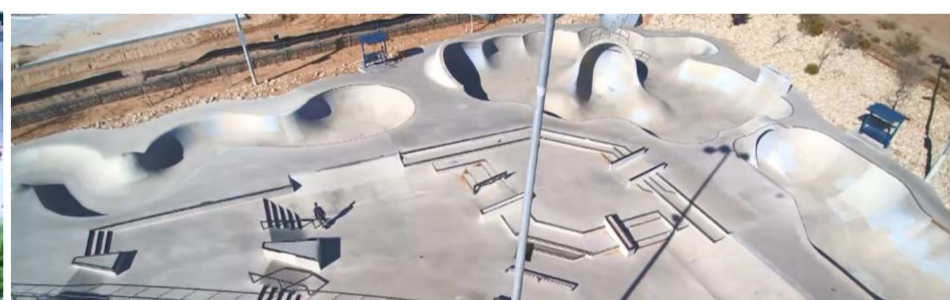
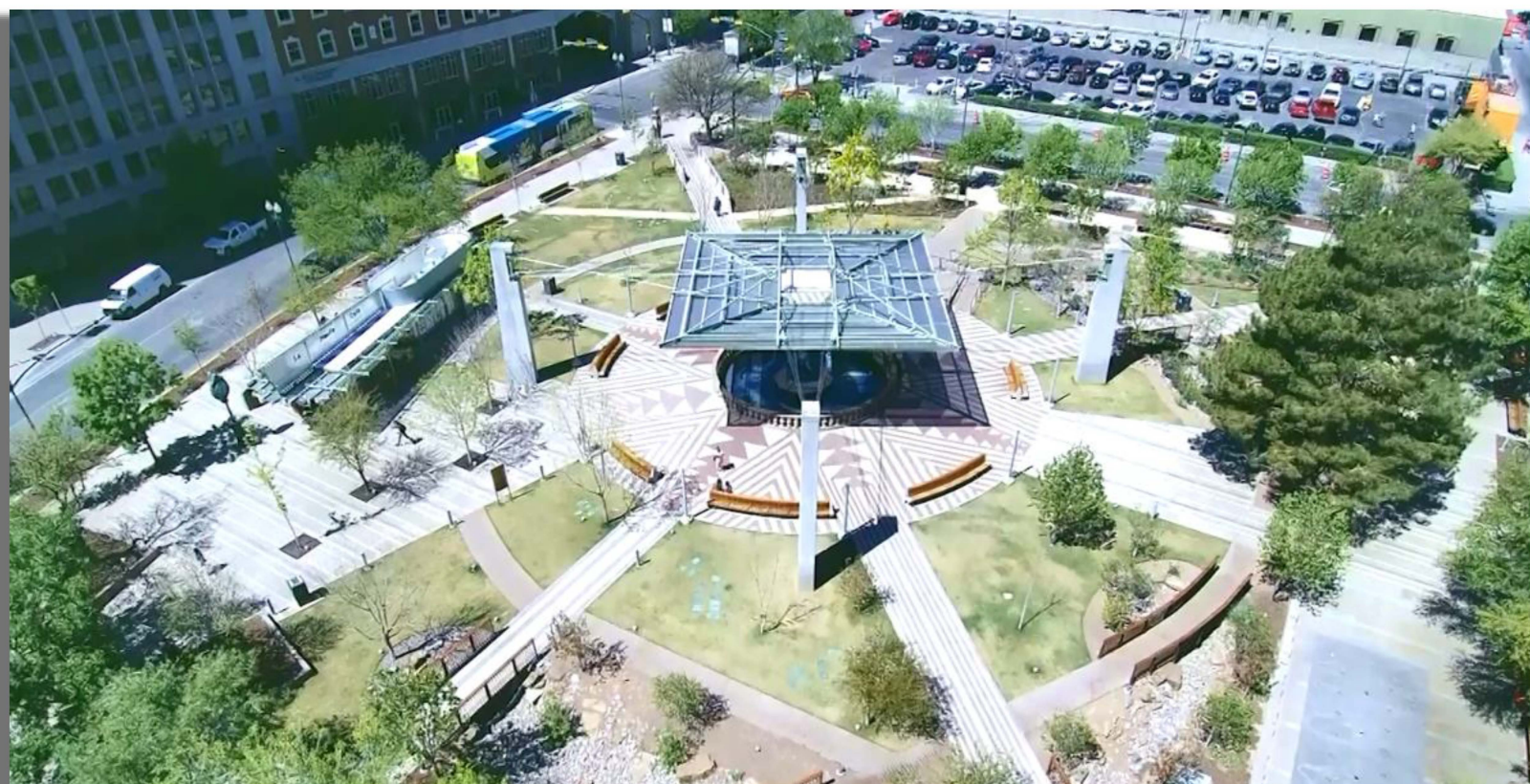
# 137 Completed Projects (Cont'd)

Project Name		
Salvador Rivas Spray Park	Sylvia Carreon (Lomaland) Recreation Center	Yucca Metal Shade Canopy
San Jacinto Plaza	The Beast Urban Park (Eastside Regional) Phase 1: Oasis Water Park, Recreation Center, 50 Meter Pool	Yucca Park Improvements
Sandstone Ranch Estates Park Improvements-NIP II	Thomas Manor Park Improvements-NIP II	Zoo - Africa Red River Hog Exhibit
Sergio Troncoso (Ysleta) Library Improvements	Todd Ware Park Improvements-NIP II	Zoo - Africa Wild Dog
Sergio Troncoso (Ysleta) Library Parking Lot Phase I & II	Trailhead Parking Areas and Amenities - 1000 Steps	Zoo - Animal Holding Phase I Improvements
Shawver Outdoor Sports Lighting	Trailhead Parking Areas and Amenities - Lazy Cow	Zoo - Carousel Site Development
Shawver Park Improvements NIP III	Trailhead Parking Areas and Amenities - Jan Sumrall	Zoo - Education Animal Holding
Shawver Renovate Sports Fields	Trailhead Parking Areas and Amenities Roundhouse	Zoo - Event Tent
Socorro Rd. Landscaping Improvements NIP III	Trowbridge Sidewalk Gap (NIP II)	Zoo - Event Tent (additional shade)
Stiles Park Handball Court	Valle Bajo (Alameda) Recreation Center/Library Combo & Alameda Flat fields	Zoo - Giraffe Shade (Support Elements)
Sue Young Sports Lighting	Valle de Las Misiones Street Lights (NIP)	Zoo - Kalahari Improvements
Summit Fillmore Park Improvements (NIP)	Valley View Street Lights (NIP)	Zoo - Reptile Building
Summit Fillmore Park Improvements NIP III	Vista Del Valle Canopy over playground	Zoo - South American Aviary
Sunrise Park Restroom Improvements (NIP)	Wayne Retention Pond Rock Wall - NIP III	Zoo - Wildlife Theater
Sunset Heights and Old San Francisco Historic District Street Signs	Westside Pool	

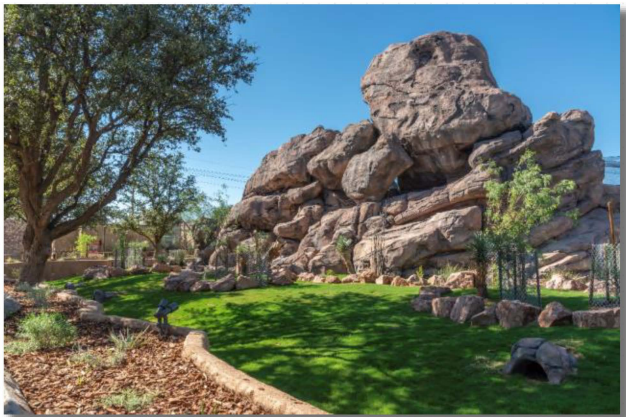




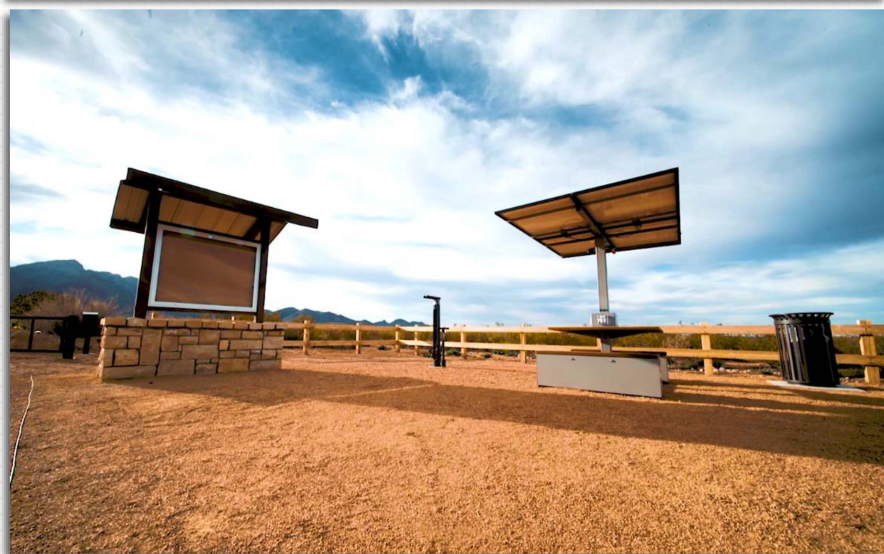
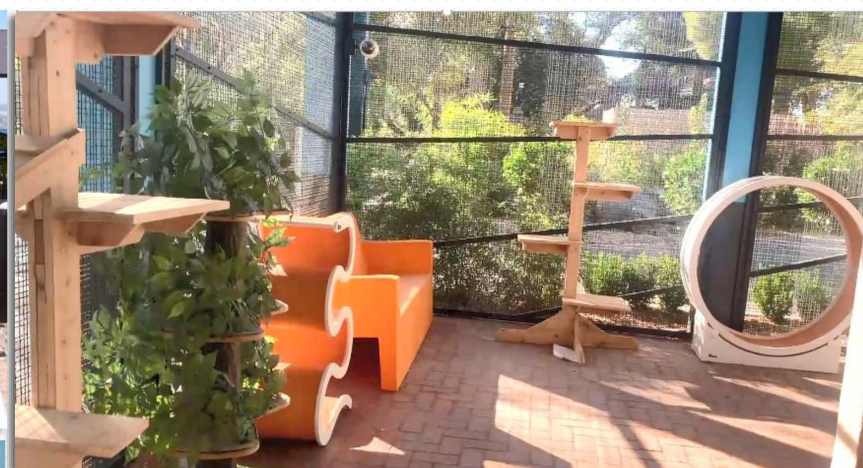




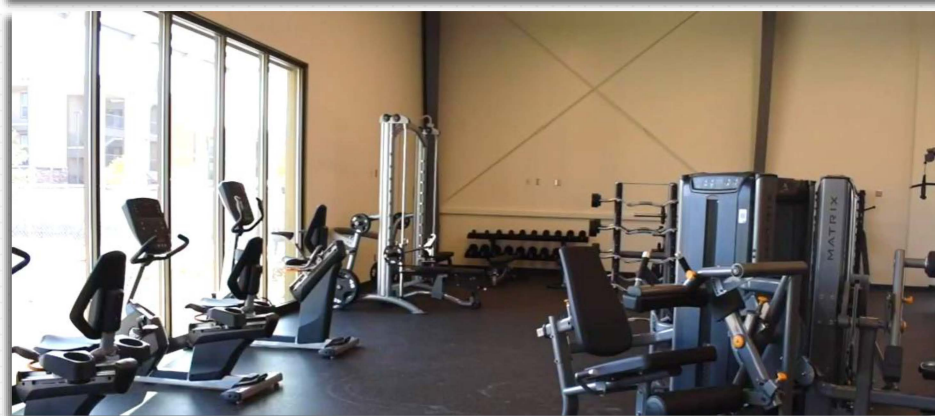




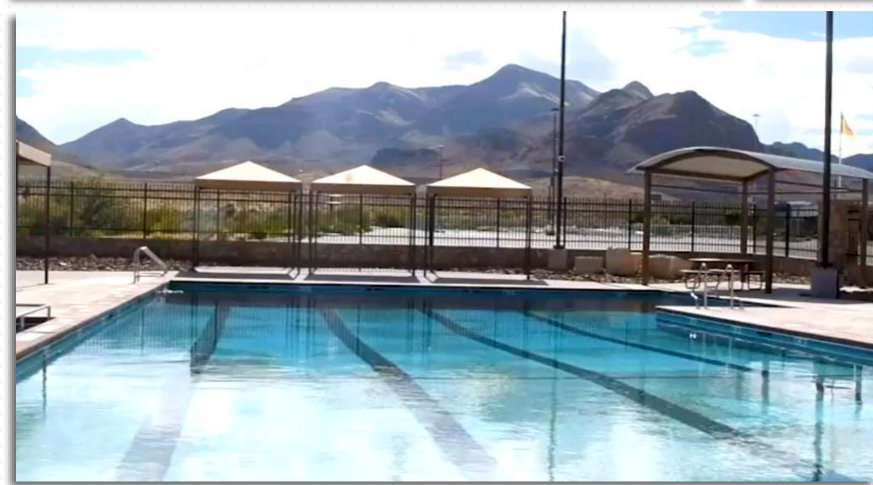














A wide-angle aerial photograph of a city, likely San Antonio, Texas, showing a dense urban area with various buildings and a large mountain range in the background under a cloudy sky. A dark horizontal band is overlaid across the middle of the image.

# CAPITAL PLANS HIGHLIGHTS





## 2017 Capital Plan Highlights:

- ✓ Completed 26 projects including the purchase of 300 PD vehicles
- ✓ Last two Traffic Signals are out to bid (Doniphan)
- ✓ Metro 31 construction contract is awarded
- ✓ Federal Funded projects are under way
- ✓ PD parking garage safety improvement is close to completion
- ✓ Major project pending is Eastside Regional Park Phase 2



## 2018 Capital Plan Highlights:

**MPO Local Match Dollar Projects are active and under way:**

- Montana RTS
- Montana Pedestrian Improvement
- Paso Del Norte Roundabout
- Chamizal Neighborhood Pedestrian improvements
- Bicycle Connectivity
- 4 Bridges
- Oregon Lighting
- Railroad Reconstruction (programmed for 2023)

**Pending Major projects revised timelines (start)**

- |                                |      |
|--------------------------------|------|
| ■ Schuster Road Reconstruction | 2021 |
| ■ Leo Cancellare Pool          | 2021 |
| ■ IT infrastructure            | 2022 |
| ■ Ted Houghton                 | 2022 |
| ■ Tom Lea Slope Stabilization  | 2023 |

**Major Projects Under Construction:**

- Hawkins Reconstruction
- Public Health Facilities
- Brian Ray Recon

# 2019 Capital Plan Highlights:

## **Top 25 Arterials: Safety Lighting and Landscape Improvements:**

- **7 Corridors under construction**
- **7 Corridors under design: Construction in 2023**
- **6 Corridors Programmed: Construction in 2024**

**Children's Museum under Construction (contractual requirements)**

**MACC: Defer – Start Construction in summer of 2022 open in FY2024**

**Federal Funded projects are under way**

## 2020 Capital Plan Highlights:

**Signal projects are under design – construction deferred to 2023**

**City 1 HVAC – Under Construction**

**City 2 HVAC – Out to Bid**

**Construction to begin on:**

- **Chalio Acosta Sports Center HVAC**
- **Nations Tobin Sports Center Roof**
- **Nations Tobin Pool Roof**

**Construction under way for Multiple Federally funded projects**

# Eastside Sports Complex Phase II Highlights

**Adds Flat Fields to existing 8 flat field complex**

**Adds additional operating Cost of \$700,000 per year to be paid by the PID**

**Projected to open in Summer of 2022, full budget burden in 2023**





# Building our Future El Paso



Thank You





Legislation Text

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**File #:** 21-395, **Version:** 1

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

**All Districts**

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

**PUBLIC HEARING DATE:** 4/13/2021

**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 authorizing the issuance of City of El Paso, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021A and Series 2021B; levying a continuing direct annual ad valorem tax for the payment of such certificates; and resolving other matters which are necessary to effectuate such issuance, including the delegation of matters relating to the sale and issuance of such Certificates to an authorized City official 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:** City Manager's Office

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON NAME / PHONE NUMBER:** Robert Cortinas, Chief Financial Officer (915)-212-1067

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:**

AN ORDINANCE authorizing the issuance of City of El Paso, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021A and Series 2021B; levying a continuing direct annual ad valorem tax for the payment of such certificates; and resolving other matters which are necessary to effectuate such issuance, including the delegation of matters relating to the sale and issuance of such Certificates to an authorized City official within certain specified parameters.

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**BACKGROUND / DISCUSSION:**

Notice of the City Council's intention to issue Certificates of Obligation in the maximum principal amount not to exceed \$93,000,000 has been duly published in the El Paso Times, a newspaper of general circulation in the City, on February 18, 2021 and February 22, 2021, as well as posted on the City's website since February 17, 2021. The Notice of Introduction and Public Hearing has been published in the El Paso Times, a newspaper of general circulation in the City, on April 6, 2021.

The public hearing and adoption of the ordinance is scheduled for April 13, 2021, at the City Council's regularly scheduled meeting.

**PRIOR COUNCIL ACTION:**

City Council has approved the following capital plans: 2012 Street CIP (6/26/2012), 2017 Capital Plan (8/7/2017), 2018 Capital Plan (12/17/2017 and 12/18/2018), 2019 Capital Plan (4/30/2018), and 2020 Capital Plan (12/10/2019). The 2019 Capital Plan was amended 6/23/2018 and 9/18/2018

The City Council has previously authorized several debt issuances to fund various phases of the capital plan projects.

**AMOUNT AND SOURCE OF FUNDING:**

Debt service is primarily funded from ad valorem taxes.

---

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

**DEPARTMENT HEAD:**

*Robert Cortinas*

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

**ORDINANCE NO. \_\_\_\_\_**

**CITY OF EL PASO, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION,  
SERIES 2021A AND SERIES 2021B**

Adopted: April 13, 2021



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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE authorizing the issuance of City of El Paso, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021A and Series 2021B; levying a continuing direct annual ad valorem tax for the payment of such certificates; and resolving other matters which are necessary to effectuate such issuance, including the delegation of matters relating to the sale and issuance of such Certificates to an authorized City official within certain specified parameters.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount not to exceed \$93,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) constructing, resurfacing, and improving various streets, roads, bridges, overpasses, thoroughfares, sidewalks, pathways and related municipal facilities within the City including lane markings, street drainage, street lights, ADA accessibility, traffic signals, signal system synchronization, loop detectors, transit tunnel reconstruction, lighting, signage, streetscaping, relocation of fiber optics and landscaping related thereto; (b) constructing, improving and equipping municipal park, recreational and aquatic facilities, including pools, aquatic centers, spray parks, athletic field lighting, and public restrooms, and any associated demolition, drainage and necessary infrastructure improvements; (c) constructing, improving and equipping library facilities, museums, and cultural center projects; (d) renovating, improving and equipping existing City administrative buildings, the animal shelter and other municipal facilities, including roof improvements, HVAC and electrical supply repair, ADA improvements, information technology improvements to install and/or enhance fiber optic connectivity, and site demolition at such buildings and facilities; (e) constructing, acquiring and improving municipally owned public art projects; and (f) the acquisition of any necessary rights of way and/or land in connection with any of the projects described in clauses (a) through (e); (ii) the purchase of materials, supplies, equipment and machinery, to wit: the purchase and installation of information technology equipment, including hardware, software, network, and Wi-Fi; and (iii) professional services rendered in connection with (a) such projects and purposes and the financing thereof and (b) a future land use masterplan and street pavement condition study, has been duly published (i) in The El Paso Times, a newspaper of general circulation in the City on February 18, 2021, and February 25, 2021, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (ii) continuously on the City's website for at least forty-five (45) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Clerk, any member of the City Council or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years; and



WHEREAS, the City Council hereby finds and determines that the certificates of obligation described in such notice should be authorized for issuance at this time and, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended, the authority to determine the principal amount of Certificates to be issued and to negotiate the terms of sale thereof should be delegated to a Pricing Officer (hereinafter designated), such terms of sale and principal amount to be specified in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer;

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

**SECTION 1: Definitions.**

(a) For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Surplus Revenues therefor, the following words or terms, whenever the same appear herein without qualifying language, are defined to mean as follows:

(1) The term "Additional Certificates" shall mean combination tax and revenue certificates of obligation or other obligations which the City is authorized to issue, whether at the time of the adoption of this Ordinance or thereafter, hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, or any similar law hereafter enacted, and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Surplus Revenues on a parity with and of equal dignity with the lien and pledge securing the payment of the Certificates.

(2) The term "Attorney General" shall mean the Attorney General of the State of Texas.

(3) The term "Bond Counsel" shall mean Norton Rose Fulbright US LLP, or such other firm of nationally recognized bond attorneys experienced in the issuance of bonds and acceptable to the City.

(4) The term "Certificates" shall mean the "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021A", "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021B" and any additional series specified in the Pricing Certificate as authorized by this Ordinance.

(5) The term "Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

(6) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.



(7) The term "Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

(8) The term "Debt Service Requirements" shall mean with respect to each series of Certificates: (i) the interest on the applicable series of Certificates; and (ii) a sinking fund for the payment of the principal amounts due in accordance with the schedule appearing in the Pricing Certificate executed pursuant to this Ordinance with respect to such series of Certificates or 2% of the original amount of such series of Certificates, whichever is greater.

(9) The term "Fiscal Year" shall mean the annual financial accounting period used by the City now ending on August 31 of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes and to be consistent with the ordinances authorizing the additional obligations of the City.

(10) Unless otherwise specified in the applicable Pricing Certificate, the term "Government Securities" shall mean: (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 under applicable State law that may be used to defease obligations such as the Certificates.

(11) The term "Interest and Sinking Fund" shall mean the special Fund or Funds created and established with respect to each series of Certificates under the provisions of Section 11 of this Ordinance. Specific Interest and Sinking Funds for each series of Certificates shall be established in the applicable Pricing Certificate.

(12) The term "Maintenance and Operation Expenses" shall mean all reasonable and necessary expenses directly related and attributable to the operation and maintenance of the System, including, but not limited to, salaries, labor, materials, repairs and extensions necessary to operate the System.

(13) The term "Net Revenues" shall mean, with respect to any period, all income, revenues, and receipts received from the operation and ownership of the System less Maintenance and Operation Expenses of the System during such period.



(14) The term "Outstanding" when used in this Ordinance with respect to Certificates shall mean, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(a) those Certificates theretofore cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(b) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21; and

(c) those Certificates that have been mutilated, destroyed, lost, or stolen and for which: (i) replacement Certificates have been registered and delivered in lieu thereof; or (ii) have been paid, all as provided in Section 20 hereof.

(15) The term "Pricing Certificate" shall mean one or more pricing certificates that set forth the terms of the Certificates in accordance with Section 4 of this Ordinance and are executed by the Pricing Officer, all in accordance with the provisions of Texas Government Code, Chapter 1371, as amended.

(16) The term "Pricing Officer" shall mean the City Manager of the City or the Chief Financial Officer of the City, each acting in such capacity severally and not jointly.

(17) The term "Prior Lien Obligations" shall mean any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

(18) The term "Series 2021A Certificates" shall mean the "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021A."

(19) The term "Series 2021B Certificates" shall mean the "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021B."

(20) The term "State" shall mean the State of Texas.

(21) The term "Stated Maturity" shall mean the principal amounts due in accordance with the schedule(s) appearing in the Pricing Certificate.

(22) The term "Surplus Revenues" shall mean the revenues of the System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with the Prior Lien Obligations; provided, however, that for purposes of providing revenues for the payment of the Certificates, Surplus Revenues shall not include any revenues of the System in excess of \$1,000, and no amount of Surplus Revenues above \$1,000 shall be pledged to the payment of the Certificates.

(23) The term "Surplus Revenue Fund" shall mean the surplus revenue fund established by Section 14 of this Ordinance.



(24) The term “System” as used in this Ordinance means the City’s combined waterworks and sewer system, including all present and future additions, extensions, replacements and improvements thereto.

(b) Unless the context requires otherwise, words of the masculine gender shall be constructed 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.

All article and section references shall mean references to the respective articles and sections of this Ordinance unless designated otherwise.

**SECTION 2: Authorization – Series Designation – Principal Amount – Purpose – Certificate Date.**

(a) Authorization, Series Designation, Principal Amount. Certificates of obligation of the City shall be and are hereby authorized to be issued, in one or more series, in the maximum aggregate principal amounts set forth in Section 4 hereof. Unless otherwise specified in a Pricing Certificate, such certificates shall be designated and bear the title “CITY OF EL PASO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A” (the “Series 2021A Certificates”), “CITY OF EL PASO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021B” (the “Series 2021B Certificates”), and any additional series specified in the Pricing Certificate (herein referred to collectively as the “Certificates”).

(b) Purpose of Series 2021A Certificates. The Series 2021A Certificates are authorized to be issued for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) constructing, resurfacing, and improving various streets, roads, bridges, overpasses, thoroughfares, sidewalks, pathways and related municipal facilities within the City including lane markings, street drainage, street lights, ADA accessibility, traffic signals, signal system synchronization, loop detectors, transit tunnel reconstruction, lighting, signage, streetscaping, relocation of fiber optics and landscaping related thereto; (b) constructing, improving and equipping municipal park, recreational and aquatic facilities, including pools, aquatic centers, spray parks, athletic field lighting, and public restrooms, and any associated demolition, drainage and necessary infrastructure improvements; (c) constructing, improving and equipping library facilities, museums, and cultural center projects; (d) renovating, improving and equipping existing City administrative buildings, the animal shelter and other municipal facilities, including roof improvements, HVAC and electrical supply repair, ADA improvements, information technology improvements to install and/or enhance fiber optic connectivity, and site demolition at such buildings and facilities; (e) constructing, acquiring and improving municipally owned public art projects; and (f) the acquisition of any necessary rights of way and/or land in connection with any of the projects described in clauses (a) through (e); (ii) the purchase of materials, supplies, equipment and machinery, to wit: the purchase and installation of information technology equipment, including hardware, software, network, and Wi-Fi; and



(iii) professional services rendered in connection with (a) such projects and purposes and the financing thereof and (b) a future land use masterplan and street pavement condition study, all as provided in the applicable Pricing Certificate and in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, Texas Government Code, Chapter 1371, as amended, and Texas Government Code, Chapter 1502, as amended.

(c) Purpose of Series 2021B Certificates. The Series 2021B Certificates are authorized to be issued for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) constructing, improving and equipping museums; and (b) the acquisition of any necessary rights of way and/or land in connection with such project; and (ii) professional services rendered in connection with such projects and purposes and the financing thereof, all as provided in the applicable Pricing Certificate and in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, Texas Government Code, Chapter 1371, as amended, and Texas Government Code, Chapter 1502, as amended.

(d) Certificate Date. Each series of Certificates shall be dated (the "Certificate Date") the date or dates specified in the applicable Pricing Certificate.

**SECTION 3: Fully Registered Obligations - Terms.** The Certificates shall be issued as fully registered obligations, without coupons, and as either or both "Current Interest Certificates" (obligations paying accrued interest to the holders or owners on and at stated intervals prior to maturity) and "Capital Appreciation Certificates" (obligations paying no accrued interest to the holders or owners prior to maturity).

(a) Current Interest Certificates. Unless otherwise specified in the applicable Pricing Certificate, Current Interest Certificates (other than the Initial Certificates referenced in Section 9 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from One (1) upward and principal thereof shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") in accordance with the details of the Current Interest Certificates as set forth in the applicable Pricing Certificate.

The Current Interest Certificates shall bear interest on the unpaid principal amounts from the date specified in the applicable Pricing Certificate at the rate(s) per annum shown in the applicable Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Current Interest Certificates shall be payable in each year, on the dates, and commencing on the date, set forth in the applicable Pricing Certificate.

(b) Capital Appreciation Certificates. Capital Appreciation Certificates (other than the Initial Certificates referenced in Section 9 hereof) shall each be issued in Maturity Amounts (the "Accreted Value" [as hereinafter defined] at maturity) of \$5,000, or any integral multiple thereof within a Stated Maturity, shall be lettered "CAB-" and numbered consecutively from One (1) upward, and the original principal amounts of the Capital Appreciation Certificates shall accrete interest at the yield(s) stated in the applicable Pricing Certificate, and shall become due



and payable on a date certain in each of the years (the "Stated Maturities") in the Maturity Amounts set forth in the applicable Pricing Certificate.

Interest on the Capital Appreciation Certificates shall accrue from the date of delivery of a series of Certificates to the initial purchasers, and be compounded semiannually in each year on the dates (the "Compounding Dates"), and commencing on the date, set forth in the applicable Pricing Certificate, until the Stated Maturity or earlier redemption thereof. The accreted interest on Capital Appreciation Certificates shall be payable at maturity or earlier redemption as a portion of the Maturity Amount or Accreted Value thereof.

The term "Accreted Value", as used herein with respect to Capital Appreciation Certificates, shall mean the original principal amount of a Capital Appreciation Certificate, plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to the Compounding Date next preceding the date of such calculation (or the date of calculation, if such calculation is made on a Compounding Date), at the respective interest rates stated in the applicable Pricing Certificate therefor and, with respect to each \$5,000 Accreted Value at maturity, as set forth in the Accreted Value table attached to the applicable Pricing Certificate and in the Official Statement referred to in the applicable Pricing Certificate. For any day other than a Compounding Date, the Accreted Value of a Capital Appreciation Certificate shall be determined by a straight line interpolation between the values for the applicable semiannual Compounding Dates (based on 30-day months).

#### **SECTION 4: Delegation of Authority to Pricing Officer.**

(a) As authorized by Texas Government Code, Chapter 1371, as amended, each of the City Manager and the Chief Financial Officer of the City (either, the "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance, including determining the aggregate principal amount of each series of Certificates, the date of each series of Certificates, any additional or different designation or title by which each series of Certificates shall be known, determining whether the Certificates shall be issued in one or more taxable or tax exempt series or subseries, the price at which each series of Certificates will be sold, the years in which each series of Certificates will mature, the principal amount or Maturity Amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the compounding dates, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the terms of any bond insurance applicable to the Certificates, any amendments or modifications to the continuing disclosure undertaking set forth in Section 40 hereof, the designation of one or more funds for the payment of the Certificates, the final forms of the Certificates, and all other matters relating to the issuance, sale, and delivery of the Certificates, all of which shall be specified in the applicable Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Certificates issued hereunder shall not exceed \$93,000,000; provided however, that the aggregate original principal amount of the Series 2021B Certificates shall not exceed \$20,000,000;



- and
- (ii) the aggregate true interest cost rate for the Certificates shall not exceed 3.75%;
  - (iii) the maximum maturity date for the Certificates shall not exceed August 15, 2047.

The execution of each Pricing Certificate shall evidence the sale date of the applicable series of Certificates by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with one or more series of the Certificates, then the Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to obtain from a municipal bond insurance company (the "Insurer") a municipal bond insurance policy in support of one or more series of the Certificates. 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 Chief Financial Officer of the City, and the Pricing Officer shall have the authority to execute any documents to effect the issuance of such policy by the Insurer.

(b) In establishing the aggregate principal amount of each series of the Certificates, the Pricing Officer shall establish an amount for such series not exceeding the amount authorized in Subsections (a)(i) and (a)(ii) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date of adoption of this Ordinance. The Certificates shall be sold by negotiated sale to the underwriter(s) named in the applicable Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the applicable Pricing Certificate and the Purchase Contract (hereinafter defined). The Pricing Officer is hereby delegated the authority to select and designate the Purchasers, which delegation shall be evidenced by the execution of the applicable Pricing Certificate.

**SECTION 5: Terms of Payment - Paying Agent/Registrar.** The principal of, premium, if any, and the interest on each series of the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of such series of Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of Wells Fargo Bank, National Association to serve as Paying Agent/Registrar for each series of Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of one or more "Paying Agent/Registrar Agreements," substantially in the form attached hereto as **Exhibit**



A, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Agreement(s) in connection with the delivery of each series of Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Certificates shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices in Minneapolis, Minnesota (the "Designated Payment/Transfer Office"); provided, however, while a Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Certificate. Interest accrued on a Capital Appreciation Certificate shall be payable at its Stated Maturity or redemption as a portion of the Accreted Value or Maturity Amount. Interest on a Current Interest Certificate shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date, which is the close of business on the last business day of the month preceding each interest payment date, and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Current Interest Certificates 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 past due 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 (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Current Interest Certificates appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

**SECTION 6: Registration – Transfer – Exchange of Certificates – Predecessor Certificates.** The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Certificates issued under and



pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of like kind, maturity, and amount and in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Certificate (other than the Initial Certificates authorized in Section 9 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Certificates, executed on behalf of and furnished by the City, shall be registered and issued to the assignee or transferee of the previous Holder; such Certificates to be of authorized denominations, of like series, if applicable, of like Stated Maturity, and of a like aggregate principal amount (with respect to Current Interest Certificates) or Maturity Amount (with respect to Capital Appreciation Certificates) as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificates authorized in Section 9 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount (with respect to Current Interest Certificates) or Maturity Amount (with respect to Capital Appreciation Certificates) as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of and furnished by the City, to the Holder requesting the exchange.

All Certificates issued upon any such transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered, and delivered in lieu thereof pursuant to the



provisions of Section 20 hereof, and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

**SECTION 7: Book-Entry-Only Transfers and Transactions.** Notwithstanding the provisions contained in Sections 5 and 6 relating to the payment and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the letter of representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold such Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred, and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 5 and 6 hereof.

**SECTION 8: Execution - Registration.** Each series of Certificates shall be executed on behalf of the City by the Mayor under the City's seal reproduced or impressed thereon and attested by the City Clerk or Alternate City Clerk. The signature of such officials on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officials of the City as of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered, and delivered.

**SECTION 9: Initial Certificates.** The Certificates herein authorized shall be initially issued as fully registered Certificates of the appropriate kind (Current Interest Certificates and Capital Appreciation Certificates) as specified in the applicable Pricing Certificate, being (i) a single, fully registered Current Interest Certificate in the aggregate principal amount noted and principal installments to become due and payable as provided in the applicable Pricing Certificate and numbered TR-1, and (ii) a single, fully registered Capital Appreciation Certificate in the aggregate Maturity Amount noted, and with installments of such Maturity Amount to become due and payable as provided in the applicable Pricing Certificate and numbered TCAB-1 (hereinafter called the "Initial Certificates") and the Initial Certificates shall be registered in the name of the initial purchaser or the designee thereof. The Initial Certificates shall be the Certificates submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificates, the Paying Agent/Registrar, pursuant to written instructions from the initial purchasers, or the designee thereof, shall cancel the Initial Certificates delivered hereunder and exchange therefor definitive Certificates of like kind and of authorized denominations, Stated Maturities, principal amounts (with respect to Current Interest Certificates) or Maturity Amounts (with respect to the Capital Appreciation Certificates) and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

#### **SECTION 10: Forms.**

(a) **Forms Generally.** The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section or in the applicable Pricing Certificate with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Certificates to be completed and modified with the information set forth in the Pricing Certificate, 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 insurance legends on insured Certificates and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. Each Pricing Certificate shall set forth the final and controlling forms and terms of the applicable series of Certificates. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.



The definitive Certificates and the Initial Certificates shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution thereof.

(b) Form of Certificates.

**[CURRENT INTEREST CERTIFICATES]**

REGISTERED  
NO. R- \_\_\_\_\_

PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF EL PASO, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION,  
SERIES 2021[A][B]

Certificate Date: \_\_\_\_\_ Interest Rate: \_\_\_\_\_ Stated Maturity: \_\_\_\_\_ CUSIP No. \_\_\_\_\_

Registered Owner:

Principal Amount: \_\_\_\_\_ DOLLARS

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of its delivery to the initial purchasers) 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 being payable on February 15 and August 15 in each year, commencing \_\_\_\_\_, 20\_\_, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the close of business on the last business day of the month preceding each interest payment date, and interest shall be paid by the Paying



Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

*[For Series 2021A Certificates:* This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) constructing, resurfacing, and improving various streets, roads, bridges, overpasses, thoroughfares, sidewalks, pathways and related municipal facilities within the City including lane markings, street drainage, street lights, ADA accessibility, traffic signals, signal system synchronization, loop detectors, transit tunnel reconstruction, lighting, signage, streetscaping, relocation of fiber optics and landscaping related thereto; (b) constructing, improving and equipping municipal park, recreational and aquatic facilities, including pools, aquatic centers, spray parks, athletic field lighting, and public restrooms, and any associated demolition, drainage and necessary infrastructure improvements; (c) constructing, improving and equipping library facilities, museums, and cultural center projects; (d) renovating, improving and equipping existing City administrative buildings, the animal shelter and other municipal facilities, including roof improvements, HVAC and electrical supply repair, ADA improvements, information technology improvements to install and/or enhance fiber optic connectivity, and site demolition at such buildings and facilities; (e) constructing, acquiring and improving municipally owned public art projects; and (f) the acquisition of any necessary rights of way and/or land in connection with any of the projects described in clauses (a) through (e); (ii) the purchase of materials, supplies, equipment and machinery, to wit: the purchase and installation of information technology equipment, including hardware, software, network, and Wi-Fi; and (iii) professional services rendered in connection with (a) such projects and purposes and the financing thereof and (b) a future land use masterplan and street pavement condition study, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, Texas Government Code, Chapter 1371, as amended, and Texas Government Code, Chapter 1502, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").]

*[For Series 2021B Certificates:* This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) constructing, improving and equipping museums; and (b) the acquisition of any necessary rights of way and/or land in connection with such project; and (ii) professional



services rendered in connection with such projects and purposes and the financing thereof, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, Texas Government Code, Chapter 1371, as amended, and Texas Government Code, Chapter 1502, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").]

[The Certificates are issued in part as "Current Interest Certificates", which total in principal amount \$\_\_\_\_\_ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Certificates", which total in original principal amount \$\_\_\_\_\_ and pay no accrued interest prior to their Stated Maturities or redemption.]

[The Certificates maturing on the dates hereinafter identified (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Certificates due

Term Certificates due

Redemption Date

Principal Amount

Redemption Date

Principal Amount

The particular Term Certificates of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Current Interest Certificates maturing on and after \_\_\_\_\_, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on \_\_\_\_\_, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Certificates, the City shall cause a written notice of such redemption to be sent by United States Mail, first class



postage prepaid, to the registered owners of each Certificate to be redeemed, in whole or in part, at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the redemption price of the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is 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 Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

This Certificate is payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and is additionally payable from and secured by a lien on and limited pledge of the Surplus Revenues, in an amount not to exceed \$1,000, of the City's waterworks and sewer system (the "System"), as provided in the Ordinance, such lien and pledge being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of the "Prior Lien Obligations" (as defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue obligations payable from and secured by a lien on and pledge of the Net Revenues ranking prior and superior to the pledge securing the payment of the Certificates. Additionally, the City reserves and retains the right to issue Additional Certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the Surplus Revenues.



Reference is hereby made to the Ordinance, a copy of which is on file at the offices of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificate; the properties constituting the System; the Surplus Revenues pledged to the payment of the principal of and interest on this Certificate; the nature, extent, and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate 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 (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner of a Certificate appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not

exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of and lien on the Surplus Revenues of the System as aforestated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City.

CITY OF EL PASO, TEXAS

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(SEAL)



[CAPITAL APPRECIATION CERTIFICATES]

REGISTERED  
NO. CAB-\_\_\_\_\_

MATURITY AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF EL PASO, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION,  
SERIES 2021[A][B]

Certificate Date: \_\_\_\_\_ Interest Rate: \_\_\_\_\_ Stated Maturity: \_\_\_\_\_ CUSIP No. \_\_\_\_\_

Registered Owner:

Maturity Amount:

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Maturity Amount stated above (or so much thereof as shall not have been paid upon prior redemption). The Maturity Amount of this Certificate represents the accretion of the original principal amount of this Certificate (including the initial premium, if any, paid herefor) from the date of delivery to the initial purchasers to the Stated Maturity and such accretion in value occurring at the above Stated Yield and compounding on \_\_\_\_\_, and semiannually thereafter on \_\_\_\_\_ and \_\_\_\_\_. A table of the "Accreted Values" per \$5,000 "Accreted Value" at maturity is printed on this Certificate or attached hereto. The term "Accreted Value", as used herein, means the original principal amount of this Certificate plus the initial premium, if any, paid herefor with interest thereon compounded semiannually to \_\_\_\_\_ and \_\_\_\_\_, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on \_\_\_\_\_ or \_\_\_\_\_) at the Stated Yield for the Stated Maturity shown above and in the above referenced Table of Accreted Values. For any date other than \_\_\_\_\_ or \_\_\_\_\_, the Accreted Value of this Certificate shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Accreted Value of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated



Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Payment of the Maturity Amount or Accreted Value as of a redemption date of this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

*[For Series 2021A Certificates:* This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (herein referred to as the “Certificates”) for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) constructing, resurfacing, and improving various streets, roads, bridges, overpasses, thoroughfares, sidewalks, pathways and related municipal facilities within the City including lane markings, street drainage, street lights, ADA accessibility, traffic signals, signal system synchronization, loop detectors, transit tunnel reconstruction, lighting, signage, streetscaping, relocation of fiber optics and landscaping related thereto; (b) constructing, improving and equipping municipal park, recreational and aquatic facilities, including pools, aquatic centers, spray parks, athletic field lighting, and public restrooms, and any associated demolition, drainage and necessary infrastructure improvements; (c) constructing, improving and equipping library facilities, museums, and cultural center projects; (d) renovating, improving and equipping existing City administrative buildings, the animal shelter and other municipal facilities, including roof improvements, HVAC and electrical supply repair, ADA improvements, information technology improvements to install and/or enhance fiber optic connectivity, and site demolition at such buildings and facilities; (e) constructing, acquiring and improving municipally owned public art projects; and (f) the acquisition of any necessary rights of way and/or land in connection with any of the projects described in clauses (a) through (e); (ii) the purchase of materials, supplies, equipment and machinery, to wit: the purchase and installation of information technology equipment, including hardware, software, network, and Wi-Fi; and (iii) professional services rendered in connection with (a) such projects and purposes and the financing thereof and (b) a future land use masterplan and street pavement condition study, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, Texas Government Code, Chapter 1371, as amended, and Texas Government Code, Chapter 1502, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the “Ordinance”).]

*[For Series 2021B Certificates:* This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (herein referred to as the “Certificates”) for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) constructing, improving and equipping museums; and (b) the acquisition of any necessary rights of way and/or land in connection with such project; and (ii) professional services rendered in connection with such projects and purposes and the financing thereof, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, Texas Government Code, Chapter 1371, as amended, and Texas Government Code, Chapter 1502, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the “Ordinance”).]



The Certificates are issued in part as "Current Interest Certificates", which total in principal amount \$ \_\_\_\_\_ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Certificates", which total in original principal amount \$ \_\_\_\_\_ and pay no accrued interest prior to their Stated Maturities or redemption.

The Capital Appreciation Certificates maturing on and after \_\_\_\_\_ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in Maturity Amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on \_\_\_\_\_, or on any date thereafter, at the redemption price of the Accreted Value (as determined and defined herein) as of the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice to be sent by United States Mail, first class postage prepaid, to the registered owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its Maturity Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Certificate (or the portion of its Maturity Amount to be redeemed) shall become due and payable, and shall cease to accrete in value from and after the redemption date, provided moneys for the payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Maturity Amount of a Certificate is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the Maturity Amount thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the redemption price of the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is 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 Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.



This Certificate is payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and is additionally payable from and secured by a lien on and pledge of the Surplus Revenues, in an amount not to exceed \$1,000, of the City's waterworks and sewer system (the "System"), as provided in the Ordinance, such lien and pledge being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of the "Prior Lien Obligations" (as defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue obligations payable from and secured by a lien on and pledge of the Net Revenues ranking prior and superior to the pledge securing the payment of the Certificates. Additionally, the City reserves and retains the right to issue Additional Certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the Surplus Revenues.

Reference is hereby made to the Ordinance, a copy of which is on file at the offices of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificate; the properties constituting the System; the Surplus Revenues pledged to the payment of the principal of and interest on this Certificate; the nature, extent, and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and of the same aggregate Maturity Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Certificate as the owner entitled to payment of the Maturity Amount at its Stated Maturity, or Accreted Value at its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to

and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of and lien on the Surplus Revenues of the System as aforesated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City.

CITY OF EL PASO, TEXAS

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(SEAL)

NOTE TO PRINTER: Print the "Table of Accreted Values" on the Certificates as called for in paragraph one.



(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificates only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	REGISTER NO. _____
	)	
OF PUBLIC ACCOUNTS	)	
	)	
THE STATE OF TEXAS	)	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates 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 Certificate.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Paying Agent/Registrar

Registration Date:

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

(e) 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 Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_  
attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature guaranteed:  
\_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificates for the Current Interest Certificates and the Capital Appreciation Certificates shall be in the respective forms set forth therefor in paragraph (b) of this Section, except as follows:

**[CURRENT INTEREST INITIAL CERTIFICATE]**

Heading and first two paragraphs shall be amended to read as follows:

NO. TR-1 \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF EL PASO, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION,  
SERIES 2021[A][B]

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

Registered Owner:

Principal Amount: DOLLARS



The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on \_\_\_\_\_ in the years and in principal installments in accordance with the following schedule:

<u>Stated</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate(s)</u>
----------------------------------	-----------------------------------	-----------------------------------

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the date of its delivery at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on \_\_\_\_\_, 20\_\_ and each \_\_\_\_\_ 15 and \_\_\_\_\_ 15 thereafter, until maturity or prior redemption. Principal installments of this Certificate are payable in the year of maturity or on a redemption date to the registered owner hereof by Wells Fargo Bank, National Association (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Minneapolis, Minnesota (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the close of business on the last business day of the month preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

[CAPITAL APPRECIATION INITIAL CERTIFICATE]

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED  
NO. TCAB-1

MATURITY AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF EL PASO, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION,  
SERIES 2021[A][B]

Certificate Date:

\_\_\_\_\_

Registered Owner:

Maturity Amount:

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the aggregate Maturity Amount stated above on \_\_\_\_\_ in each of the years and in installments in accordance with the following schedule:

<u>Year of</u> <u>Maturity</u>	<u>Installment</u> <u>Maturity Amount</u>	<u>Stated</u> <u>Yield(s)</u>
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(Information to be inserted from Pricing Certificate).

The respective installments of the Maturity Amount hereof represents the accretion of the original principal amounts of each year of maturity from the date of delivery to the initial purchasers (\_\_\_\_\_) to the respective years of maturity (including the initial premium, if any, paid by the initial purchasers) and such accretion in values occurring at the respective Stated Yields and compounding on \_\_\_\_\_, and semiannually thereafter on each \_\_\_\_\_ and \_\_\_\_\_. A table of the "Accreted Values" per \$5,000 "Accreted Value" at maturity is attached to this Certificate. The term "Accreted Value", as used herein, means the original principal amount of this Certificate plus premium, if any, paid herefor with interest thereon compounded semiannually to \_\_\_\_\_ and \_\_\_\_\_, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on \_\_\_\_\_ or \_\_\_\_\_) at the respective Stated Yields shown above and in the Table of Accreted Values attached hereto. For any date other than \_\_\_\_\_ or \_\_\_\_\_, the Accreted Value of this Certificate shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates



(based on 30-day months). If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The installments of the Maturity Amount or Accreted Value of this Certificate are payable in the years of maturity or on a redemption date to the registered owner hereof, without exchange or collection charges, by Wells Fargo Bank, National Association (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Minneapolis, Minnesota (the "Designated Payment/Transfer Office"), and shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

**SECTION 11: Interest and Sinking Fund.** The City covenants that for the purpose of paying the interest on and providing a sinking fund for the payment, redemption and retirement of each series of Certificates, there shall be and is hereby created one or more special Funds to be designated as specified in the applicable Pricing Certificate by the Pricing Officer (each an "Interest and Sinking Fund") which Interest and Sinking Funds shall be kept and maintained at the City's depository bank, and moneys deposited in the applicable Interest and Sinking Fund shall be used for no other purpose. The Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City, individually or jointly, are hereby authorized and directed to make withdrawals from such Funds sufficient to pay the principal of and interest on each series of Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the applicable Interest and Sinking Fund (on or prior to a principal and/or interest payment date) an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates.

**SECTION 12: Levy of Taxes.** Pursuant to the authority granted by the Constitution and the laws of the State, there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while any of the Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in the City, adequate to pay the Debt Service Requirements, full allowance being made for delinquencies and costs of collection; such tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the applicable Interest and Sinking Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on each series of Certificates shall be determined and accomplished in the following manner:



(a) The City's annual budget shall reflect (i) the amount of Debt Service Requirements to become due on each series of Certificates in the next succeeding Fiscal Year of the City, (ii) the amount on deposit in the Surplus Revenue Fund and the applicable Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then Fiscal Year), and (iii) the amount of Surplus Revenues estimated and budgeted to be available for the payment of the Debt Service Requirements on each series of Certificates during the next succeeding Fiscal Year of the City.

(b) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount the Debt Service Requirements to be paid on each series of Certificates in the next succeeding Fiscal Year of the City exceeds the sum of (i) the amount shown to be on deposit in the Surplus Revenue Fund and the applicable Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Surplus Revenues shown to be budgeted and available for payment of the Debt Service Requirements.

(c) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the City.

(d) If the liens and provisions of this Ordinance shall be released in a manner permitted by Section 21 hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the applicable Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

**SECTION 13: Pledge of Surplus Revenues.** Pursuant to the authority granted by the Constitution and laws of the State, the City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, a limited pledge of the Surplus Revenues of the System not to exceed \$1,000, with the exception of those in excess of the amounts required to be deposited to the applicable Interest and Sinking Fund as hereafter provided, are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on each series of the Certificates and any Additional Certificates, if issued, and such pledge shall be valid and binding without further action by the City and without any filing or recording except for the filing of this Ordinance in the records of the City.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Certificates and the pledge of the revenues granted by the City under this Section of this Ordinance, and such pledge is therefore valid, effective, and perfected. If the State law is amended at any time while the Certificates are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Holders of the Certificates the perfection of the security interest in such pledge, the City agrees to take



such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Texas Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in such pledge to occur.

**SECTION 14: Surplus Revenue Fund.** The City hereby establishes special funds or accounts to be designated the “City of El Paso, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021A, Surplus Revenue Fund” and “City of El Paso, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021B, Surplus Revenue Fund” or such other designation specified in the applicable Pricing Certificate (collectively, the “Surplus Revenue Fund”), such fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City, and shall in no event be diverted or drawn upon for any purpose other than those herein provided. All Surplus Revenues shall be paid over and deposited into the Surplus Revenue Fund. The Surplus Revenues shall be appropriated and employed in the following order:

(a) First: For deposit to the applicable Interest and Sinking Fund to provide for the payment of the Debt Service Requirements of the Certificates in accordance with the terms and conditions of this Ordinance; and

(b) Second: After all the requirements of subparagraph (a) above have been provided for, whether by the collection of an ad valorem tax levied in this Ordinance or by the use of the pledged Surplus Revenues, the Surplus Revenues may be used for any lawful purpose.

**SECTION 15: Deposits to Interest and Sinking Fund.** Any accrued interest received by the City from the purchasers of each series of Certificates shall be deposited into the applicable Interest and Sinking Fund. Any proceeds of sale of each series of Certificates remaining after completion of, and payment of all costs associated with the applicable Project (including any change orders) shall be deposited in the applicable Interest and Sinking Fund. Amounts deposited to applicable Interest and Sinking Fund shall reduce the sums otherwise required to be deposited in such Funds from ad valorem taxes and the Surplus Revenues.

**SECTION 16: Security of Funds.** 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 the State for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

**SECTION 17: Remedies in Event of Default.** In addition to all the rights and remedies provided by the laws of the State, the City covenants and agrees particularly that in the event the City: (a) defaults in the payments to be made to an Interest and Sinking Fund; or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, any Holder shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall 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. The specific remedies herein provided shall be cumulative of all other existing remedies, and the specification of such remedies shall not be deemed to be exclusive.

**SECTION 18: Special Covenants.** The City hereby covenants as follows:

(a) That it has the lawful power to pledge the Surplus Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such powers under the Constitution and laws of the State, including Texas Local Government Code, Chapter 271, as amended, and Texas Government Code, Sections 1502.56 and 1502.58, as amended.

(b) That other than for the payment of the Certificates and the Prior Lien Obligations, the Surplus Revenues have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

(c) The City shall take no action or fail to take any action, which action or failure to act may render the interest on any of such Certificates subject to federal income taxation, particularly pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), nor shall the City take any action or fail to take any action, which action or failure to act, would have the effect of causing the income derived by the City from the System to become subject to federal income taxation in the hands of the City, whether or not provision shall have been made for the payment of such Certificates.

**SECTION 19: Issuance of Prior Lien Obligations and Additional Certificates.** The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City hereby expressly reserves the right to hereafter issue Additional Certificates payable, in whole or in part, from and secured by a lien on and pledge of the Surplus Revenues of equal rank and dignity, and on a parity in all respects, with the lien thereon and pledge thereof securing the payment of the Certificates.

It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in any ordinance authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in any ordinance authorizing the issuance of Prior Lien Obligations, the provisions, agreements, and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance, but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the Holders of the Prior Lien Obligations.



**SECTION 20: Mutilated – Destroyed – Lost and Stolen Certificates.** If: (a) any mutilated Certificate is surrendered to the Paying Agent/Registrar or the City, and the Paying Agent/Registrar receives evidence to their satisfaction of the destruction, loss, or theft of any Certificate; and (b) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of like series, if applicable, of the same Stated Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate when due.

Upon the issuance of any new Certificate under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

**SECTION 21: Satisfaction of Obligations of City.** If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on a series of Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Surplus Revenues under this Ordinance with respect to such series of Certificates and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) (with respect to Current Interest Certificates) and Maturity Amount (with respect to Capital Appreciation Certificates) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when: (a) money sufficient to pay in full such Certificates or the principal amounts thereof at maturity or the redemption date therefor, 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 (b) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities 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 Certificates, or the principal amounts thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Certificates, 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 Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Certificates. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, and all income from Government Securities 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 Certificates, 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 Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates for which such moneys were deposited and are held in trust to pay, shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State.

The City reserves the right, subject to satisfying the requirements of clauses (a) and (b) of the second paragraph above, to substitute other Government Securities for the Government Securities 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 Certificates 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 Certificates, to call for redemption, at an earlier date, those Certificates 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 Certificates for redemption; (ii) gives notice of the reservation of that right to the Holders of the Certificates 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.

**SECTION 22: Ordinance a Contract – Amendments – Outstanding Certificates.** This Ordinance, together with each applicable Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 40 hereof. The City may, without the consent of or notice to any Holders, from time to



time and at any time, amend this Ordinance or any provision in the applicable Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders who own a majority of the aggregate of the principal amount (with respect to Current Interest Certificates) and Maturity Amount (with respect to Capital Appreciation Certificates) of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the applicable Pricing Certificate; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount or Maturity Amount, as the case may be, thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount or Maturity Amount, as the case may be, of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

**SECTION 23: Covenants to Maintain Tax Exempt Status of the Series 2021A Certificates.**

This Section 23 applies solely to the Series 2021A Certificates.

**(a) Definitions.** When used in this Section, the following terms shall have the following meanings:

“Closing Date” means the date on which the Series 2021A Certificates 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 Series 2021A Certificates.

“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 Series 2021A Certificates are invested and which is not acquired to carry out the governmental purposes of the Series 2021A Certificates.

“Rebate Amount” with respect to the Series 2021A Certificates 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 Series 2021A Certificates. 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 Series 2021A Certificates 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 the interest on any Series 2021A Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the Holder 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 Series 2021A Certificate, 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 Series 2021A Certificates:

(1) 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 Series 2021A Certificates, 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

(2) 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 Series 2021A Certificates 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 Series 2021A Certificates 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 Series 2021A Certificates 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 Series 2021A Certificates.

(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 Series 2021A Certificates 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:

(1) 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 Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Series 2021A Certificates 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.

(2) 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 Series 2021A Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Series 2021A Certificates by the Purchasers 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 applicable Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General, the amount that when added to the future value of previous rebate payments made for the Series 2021A Certificates 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.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), 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 Series 2021A Certificates, 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 Series 2021A Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Series 2021A Certificates, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

**SECTION 24: Covenants to Maintain Tax-Exempt Status of the Series 2021B Certificates.**

This Section 24 applies solely to the Series 2021B Certificates.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Costs of Issuance” means issuance costs with respect to the Series 2021B Certificates within the meaning of Section 147(g) of the Code.



“Exempt Person” means a state or local governmental unit or an organization exempt from federal income taxation under Section 501(a) of the Code by reason of being described in Section 501(c)(3) of the Code.

“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 Series 2021B Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Net Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, less amounts (if any) in a reasonably required reserve or replacement fund.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Series 2021B Certificates are invested and which is not acquired to carry out the governmental purposes of the Series 2021B Certificates.

“Public Hearing” has the meaning set forth in subparagraph (p) below.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Series 2021B Certificates 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 or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Series 2021B Certificate 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 Series 2021B Certificate, the City shall comply with each of the specific covenants in this Section.

(c) Ownership of Project. All of the property financed or refinanced with the Net Proceeds of the Series 2021B Certificates will, at all times prior to final maturity of the Series 2021B Certificates or prior to the expiration of the useful life of such property, be owned for federal income tax purposes by the City or by another Exempt Person.

(d) Limit on Costs of Issuance. The Sale Proceeds of the Series 2021B Certificates will be expended for the purposes set forth in this Ordinance and no portion thereof in excess of 2 percent of the Sale Proceeds of the Series 2021B Certificates, within the meaning of Section 147(g) of the Code, will be expended to pay Costs of Issuance with respect to the Series 2021B Certificates.



(e) Use of Net Proceeds. The City will not use or permit to be used, directly or indirectly, in any trade or business carried on by any person who is not an Exempt Person, more than the lesser of (i) 5 percent of the Net Proceeds of the Series 2021B Certificates or (ii) \$15,000,000. For purposes of the preceding sentence, (w) use of Net Proceeds by an organization described in Section 501(c)(3) of the Code with respect to an unrelated trade or business, determined according to Section 513(a) of the Code, does not constitute a use by an Exempt Person; (x) use of any property financed with the Net Proceeds of the Series 2021B Certificates constitutes use of such Net Proceeds to the extent of the cost of such property financed with such Net Proceeds; (y) any use of the Net Proceeds of the Series 2021B Certificates in any manner contrary to the guidelines set forth in Revenue Procedure 2017-13 shall constitute the use of such proceeds in the trade or business of a person who is not an Exempt Person; and (z) any use of the Net Proceeds to pay Costs of issuance shall constitute the use of such proceeds in the trade or business of a person who is not an Exempt Person.

(f) Loans of Proceeds. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City will not use or permit the use of any portion of the Sales Proceeds of the Series 2021B Certificates, directly or indirectly, to make or finance loans to any person or entity other than an Exempt Person. For purposes of the foregoing covenant, (i) a loan to an organization described in Section 501(c)(3) of the Code for use with respect to an unrelated trade or business, determined according to Section 513(a) of the Code, does not constitute a loan to an Exempt Person and (ii) any transaction which constructively transfers ownership of property financed with Sale Proceeds of the Series 2021B Certificates for federal income tax purposes constitutes a loan of such Sale Proceeds.

(g) 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 Series 2021B Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, exceeds the Yield of the Series 2021B Certificates.

(h) 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 Series 2021B Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(i) 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 or such other form and in such place as the Secretary may prescribe.

(j) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) 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 Series 2021B



Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Series 2021B Certificates 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.

(2) 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 Series 2021B Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Series 2021B Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure 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 applicable 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 Series 2021B Certificates 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.

(4) 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.

(k) 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 Series 2021B Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (j) 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 Series 2021B Certificates not been relevant to either party.

(l) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City, 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 Series 2021B



Certificates, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form or document.

(m) Limitation on Weighted Maturity of Series 2021B Certificate. The weighted average maturity, calculated in accordance with Section 147(b) of the Code, of the Series 2021B Certificates will not exceed 120 percent of the average reasonably expected economic life of the facilities, calculated in accordance with Section 147(b) of the Code, to be financed with the proceeds of the Series 2021B Certificates, and the City will not expend proceeds of the Series 2021B Certificates for costs of facilities in a manner that would cause such representation to become untrue.

(n) Prohibited Facilities. None of the Gross Proceeds will be used to provide any airplane, sky-box or other private luxury box, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(o) Limit on Nonhospital Bonds. The City will not take any action or fail to take any action that would cause the aggregate authorized face amount of the Series 2021B Certificates which are or become allocated, pursuant to Section 145(b)(2) of the Code, to any organization that is described in Section 501(c)(3) of the Code, to exceed the \$150,000,000 limitation imposed under Section 145(b) of the Code. Tax-exempt bonds issued after August 5, 1997, at least 95 percent of the net proceeds of which are used to finance capital expenditures incurred after August 5, 1997, shall not be taken into account.

(p) Public Hearing. A public hearing with respect to the issuance of the Series 2021B Certificates as part of a “plan of financing” within the meaning of Treasury Regulation 1.147(f)-1(f)(7) was held on December 19, 2018 (the “Public Hearing”), in the name and on behalf of the City, notice of such Public Hearing having been published not less than 14 days before the day of such hearing in a newspaper of general circulation available to residents within the boundaries of the City. The City Attorney was confirmed as a designated Hearing Officer. All actions taken by the City, the Hearing Officer, the City’s officials, employees and agents with respect to the publication of the notice of the Public Hearing and the conducting of such Public Hearing are hereby authorized, approved and ratified.

(q) TEFRA Approval. The Mayor approved the Series 2021B Certificates as part of the “plan of financing” for purposes of Section 147(f)(2) of the Code and executed a certificate with respect to the Public Hearing, of the kind required by Section 147(f) of the Code with respect to the Series 2021B Certificates and the project to be financed with the Series 2021B Certificates. The City’s General Obligation Bonds, Series 2019B was the first issue of tax-exempt obligations issued pursuant to such plan of financing and the issue date of such Series 2019B Bonds was March 5, 2019. Except to the extent permitted in Section 147(f) of the Code and the Regulations thereunder, the City shall not use or permit the use of proceeds of the Series 2021B Certificates for any projects not described in such public notice and approval.

**SECTION 25: Sale of Certificates - Official Statement.** Each series of Certificates authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with one or more purchase agreements (each, a “Purchase Contract”), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer, in accordance with Section 4



hereof. With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Certificates;
2. The details of the public offering of the Certificates by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the City's Rule 15c2-12 compliance;
4. A security deposit for the Certificates;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Certificates;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

The Pricing Officer is hereby authorized and directed to execute the Purchase Contract 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 Certificates by the Purchasers, in final form as may be required by the Purchasers, 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 Purchasers.

**SECTION 26: Control and Custody of Certificates.** The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General, including the printing and supply of definitive



Certificates, and shall take and have charge and control of the Initial Certificates pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

**SECTION 27: Proceeds of Sale.** Immediately following the delivery of each series of the Certificates, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and any municipal bond insurance, accrued interest received from the Purchasers of the Certificates, if any, and premium in the amount, if any, specified in the applicable Pricing Certificate) shall be deposited to the credit of a construction account maintained on the books and records of the City and, if not immediately invested, in a fund kept at a depository bank of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted in Texas Government Code, Section 2256.015, et seq., as amended, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the applicable Interest and Sinking Fund as shall be determined by the City Council. Accrued interest and premium in the amount, if any, specified in the applicable Pricing Certificate received from the sale of a series of Certificates and any excess certificate proceeds, including investment earnings, remaining after completion of all authorized projects or purposes for such series of Certificates shall be deposited to the credit of the applicable Interest and Sinking Fund.

**SECTION 28: Notices to Holders-Waiver.** Wherever this Ordinance or the applicable Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance or the applicable Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**SECTION 29: Cancellation.** All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.



**SECTION 30: Bond Counsel Opinion.** The obligation of the Purchasers to accept delivery of each series of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Bond Counsel to the City, approving the Certificates as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for the Certificates. A true and correct reproduction of such opinion is hereby authorized to be printed on the Certificates, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Certificates. The City Council confirms Norton Rose Fulbright US LLP as the City's bond counsel.

**SECTION 31: Further Procedures.** The Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City 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 each series of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of each series of the Certificates, the Mayor, Mayor Pro Tem, City Clerk, Alternate City Clerk, City Manager, and/or the Chief Financial Officer of the City, and its 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 Certificates 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, City Manager, Chief Financial Officer, and City Clerk 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 32: CUSIP Numbers.** CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving such Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.



**SECTION 33: Benefits of Ordinance.** Nothing in this Ordinance or a Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or a Pricing Certificate, this Ordinance and all of its provisions and each Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

**SECTION 34: Inconsistent Provisions.** Subject to Section 19 of this Ordinance, all ordinances 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 35: 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 36: Effect of Headings.** The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

**SECTION 37: Construction of Terms.** If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

**SECTION 38: Severability.** If any provision of this Ordinance or a Pricing Certificate or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and a Pricing Certificate and the application thereof to other circumstances shall nevertheless be valid, and the City Council of the City hereby declares that this Ordinance would have been enacted without such invalid provision.

**SECTION 39: Incorporation of Findings and Determinations.** The findings and determinations of the City Council of the City contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

**SECTION 40: Continuing Disclosure Undertaking.**

(a) **Definitions.** As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as a 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.



“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, (beginning with the fiscal year stated in the applicable Pricing Certificate) financial information and operating data with respect to the City of the general type included in the Official Statement approved by the Pricing Officer, and described in the applicable Pricing Certificate, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, 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 (1) prepared in accordance with the accounting principles described in the applicable Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City 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 City otherwise would be required to provide financial information and operating data pursuant to this Section.

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.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;



- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the 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;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding subsection (c)(1) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the 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 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 City, and (b) the City intends the words used in the immediately preceding subsections (c)(15) and (c)(16) 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.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) 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.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the

Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; 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. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY 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.

No default by 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.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

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, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates 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 Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates 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 Holders and beneficial owners of the Certificates. 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 Certificates from lawfully purchasing or selling Certificates 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 pursuant to subsection (b) of this Section 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.

**SECTION 41: Municipal Bond Insurance.** Each series of Certificates 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 each series of Certificates and make the determination of the provisions of any commitment therefor.

**SECTION 42: Public Meeting.** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

**SECTION 43: Effective Date.** This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

*[The remainder of this page intentionally left blank.]*

APPROVED AND ADOPTED this 13th day of April, 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 for the City

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Robert Cortinas  
Chief Financial Officer  
City of El Paso, Texas


  
\_\_\_\_\_  
Karla Nieman  
City Attorney  
City of El Paso, Texas

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT



# Series 2021 Bond Ordinances

April 13, 2021



# Three Bond Ordinances



- General Obligation Bonds, Series 2021 and General Obligation Refunding Bonds, Taxable Series 2021A
- Special Revenue Refunding Bonds, Taxable Series 2021 (Downtown Ballpark Venue Project)
- Combination Tax and Revenue Certificates of Obligation, Series 2021A and Series 2021B

# Financing Team



## **City of El Paso**

Tommy Gonzalez – City Manager

Robert Cortinas – Chief Financial Officer

Margarita Munoz– Comptroller

Karla Nieman – City Attorney

## **Hilltop Securities**

George Williford – Managing Director

Maria Fernanda Urbina – Sr. Vice President

## **Norton Rose Fulbright**

Paul Braden – Bond Counsel

## **Selected Underwriters**

JP Morgan

Citigroup

Ramirez & Co., Inc.

Raymond James

# Strong Fiscal Management

## Favorable Market Conditions

- Financial analysis and timing is critical, however rates are beginning to change
- New GO/CO
  - Estimating 2.81% true interest cost
  - Ex. a 4.0% true interest cost, similar to prior years, would add \$30 million to total cost
  - Includes final issuance for 2012 Street CIP, \$15 million under budget
- Refinancing Existing Debt
  - GO/CO – estimating \$6.0 million in gross savings
  - Ballpark – estimating \$6.9 million in gross savings



# Issuance Process



- Notice of Intention
  - February 15 - Council approves resolution to approve publication of notice of intention to issue certificates of obligation
  - Feb. 18 & 25 - Notices published in the El Paso Times on Feb. 18, 2021 Notice posted on City website since February 17, 2021
- April 6, 2021 - Notice of Introduction and Public Hearing published in the El Paso Times
- April 13, 2021 - Council acts on parameter Ordinances authorizing issuance of certificates of obligation, general obligation bonds, and special revenue refunding bonds



# Parameter Authorization



- Parameter authorization will enable sale of at optimum timing and structure within 6 month period
- Council delegates final pricing authority to Pricing Officer(s) (Pricing Officers will be City Manager and City Chief Finance Officer)
- Refunding Bonds must produce present value debt service savings of at least three percent (3%), net of any issuer contribution
- Pricing Officer can only approve sale if Council parameters are met

# Parameter Authorization



	Taxable GO Refunding	Tax-Exempt GO	Tax-Exempt CO	Ballpark Taxable Refunding
Not-To-Exceed Par	\$105,825,000	\$48,745,000	\$93,000,000	\$27,250,000
Max. True Interest Cost	3.50%	3.75%	3.75%	4.0%
Maturity Date	12/31/2039	12/31/2047	12/31/2047	12/31/2038
Min. Present Value %	3.00%			

# Cost Savings and Avoidance

## Series 2021 Issuances



Description	Amount
Favorable Interest Rates	\$30.0 million
2012 Streets CIP savings	\$15.1 million
Ballpark refinancing	\$6.9 million
GO/CO refinancing	\$6.0 million
<b>Total</b>	<b>\$58.0 million</b>

# 2021 Capital Project Financing



CIP	Type	Amount
2012 Street CIP	CO	\$30,000,000
2017 CIP	CO	\$6,000,000
2018 CIP	CO	\$20,000,000
2018 CIP – Eastside Sports Complex Phase 2	CO	\$5,000,000
2019 CIP	CO	\$32,000,000
2019 Public Safety Bond	GO	\$48,297,200
<b>Total</b>		<b>\$141,297,200</b>



# 2021 Capital Project Financing

## Making Priorities a Priority



CIP	Amount	% of Total
Public Safety	\$48,297,200	34%
Streets	\$33,500,217	24%
Street Lights	\$14,636,588	10%
Leveraged Street Projects (MPO)	\$10,586,668	7%
Public Health Lab	\$6,640,788	5%
Children's Museum	\$20,000,000	14%
Flat Fields (Eastside Sports Complex)	\$5,000,000	4%
Leo Cancellare Pool	\$2,635,739	2%
<b>Total</b>	<b>\$141,297,200</b>	<b>100%</b>

- 80% for:
  - Public Safety
  - Streets
  - Public Health
- Children's Museum:
  - When completed, City will only be required to pay 1/3 operating cost

# Requested Action

## Approve 3 Bond Ordinances

- General Obligation Bonds, Series 2021 and General Obligation Refunding Bonds, Taxable Series 2021A
- Special Revenue Refunding Bonds, Taxable Series 2021 (Downtown Ballpark Venue Project)
- Combination Tax and Revenue Certificates of Obligation, Series 2021A and Series 2021B



## 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 #:** 21-396, **Version:** 1

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

**All Districts**

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

**PUBLIC HEARING DATE:** 4/13/2021

**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 authorizing the issuance of City of El Paso, Texas, General Obligation Bonds, Series 2021 and General Obligation Refunding Bonds, Taxable Series 2021A; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance; including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official 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:** City Manager's Office

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON NAME / PHONE NUMBER:** Robert Cortinas, Chief Financial Officer (915)-212-1067

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:**

AN ORDINANCE authorizing the issuance of City of El Paso, Texas, General Obligation Bonds, Series 2021 and General Obligation Refunding Bonds, Taxable Series 2021A; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance; including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official within certain specified parameters

---

**BACKGROUND / DISCUSSION:**

The City Council of the City of El Paso, Texas (the "City") hereby finds and determines that general obligation bonds authorized to be issued at an election held on November 5, 2019 should be issued and sold at this time; a summary of the general obligation bonds authorized at such election, the principal amount authorized, amounts heretofore issued and being issued pursuant to this Ordinance and the amount remaining to be issued subsequent hereto being as follows:

Date of <u>Election</u>	<u>Purpose</u>	Amount <u>Authorized (\$)</u>	Previously <u>Issued (\$)*</u>	Amount Being <u>Issued (\$)</u>	Premium <u>Applied (\$)*</u>	Unissued <u>Balance (\$)</u>
11/05/19	Public Safety Facilities	413,122,650	35,000,000	†48,297,000	†-0-	†329,825,650

Pursuant to the provisions of Texas Government Code, Chapter 1207, as amended ("Chapter 1207"), the City Council of the City is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with such statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations.

The City Council of the City has heretofore issued, sold, and delivered, and there are currently outstanding obligations of the City, as follows:

- (1) "City of El Paso, Texas, General Obligation Refunding Bonds, Series 2012", dated October 1, 2012;
- (2) "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012", dated October 1, 2012;
- (3) "City of El Paso, Texas, General Obligation Refunding Bonds, Series 2013", dated August 15, 2013; and
- (4) "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2013", dated October 1, 2013

**PRIOR COUNCIL ACTION:**

On January 7, 2020 the City Council approved the issuance of General Obligation bonds for quality of life and public safety.

City Council has previously authorized both refunding and new money General Obligation Bonds.

**AMOUNT AND SOURCE OF FUNDING:**  
Debt service is primarily funded from ad valorem taxes.

---

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

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

**ORDINANCE NO. \_\_\_\_\_**

**CITY OF EL PASO, TEXAS  
GENERAL OBLIGATION BONDS, SERIES 2021 AND  
GENERAL OBLIGATION REFUNDING BONDS,  
TAXABLE SERIES 2021A**

Adopted: April 13, 2021



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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE authorizing the issuance of City of El Paso, Texas, General Obligation Bonds, Series 2021 and General Obligation Refunding Bonds, Taxable Series 2021A; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters which are necessary to effectuate such issuance; including the delegation of matters relating to the sale and issuance of such Bonds to an authorized City official within certain specified parameters

WHEREAS, the City Council of the City of El Paso, Texas (the "City") hereby finds and determines that general obligation bonds authorized to be issued at an election held on November 5, 2019 should be issued and sold at this time; a summary of the general obligation bonds authorized at such election, the principal amount authorized, amounts heretofore issued and being issued pursuant to this Ordinance and the amount remaining to be issued subsequent hereto being as follows:

Date of Election	Purpose	Amount Authorized (\$)	Previously Issued (\$)*	Amount Being Issued (\$)	Premium Applied (\$)*	Unissued Balance (\$)
11/05/19	Public Safety Facilities	413,122,650	35,000,000	†48,297,000	†-0-	†329,825,650

\*To the extent premium was allocated against voted authorization with respect to the previously issued bonds, the amount referenced above includes such premium. Any premium which will be allocated to and applied against the voted authorization with respect to the bonds being issued pursuant to this Ordinance will be set forth in the applicable Pricing Certificate.

†Preliminary amount. Final amount to be set forth in the applicable Pricing Certificate.

WHEREAS, the City Council of the City has heretofore issued, sold, and delivered, and there are currently outstanding obligations of the City (collectively, hereinafter referred to as the "Refunded Obligations"), as follows:

(1) "*City of El Paso, Texas, General Obligation Refunding Bonds, Series 2012*", dated October 1, 2012;

(2) "*City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012*", dated October 1, 2012;

(3) "*City of El Paso, Texas, General Obligation Refunding Bonds, Series 2013*", dated August 15, 2013; and

(4) "*City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2013*", dated October 1, 2013; and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended ("Chapter 1207"), the City Council of the City is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with such statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and



WHEREAS, the City shall by this Ordinance, in accordance with the applicable provisions of Chapter 1207, and Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of Bonds to be issued and negotiate the terms of sale thereof and to select the specific maturities (whole or part) of the Refunded Obligations to be refunded; and

WHEREAS, the City Council hereby finds and determines that it is a public purpose and in the best interests of the City to authorize the issuance of Bonds in one or more series with the terms of such Bonds to be included in one or more pricing certificates (each a "Pricing Certificate") to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Chapter 1207 and Chapter 1371 as applicable; now, therefore:

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

**SECTION 1: Definitions, Findings and Interpretation**

(a) Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

"Attorney General" shall mean the Attorney General of the State of Texas.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the Bond Date in the applicable Pricing Certificate.

"Bonds" means all general obligation bonds of the City issued pursuant to authorization granted by this Ordinance, including the Series 2021 Bonds, the Series 2021A Bonds, and any additional or different series specified in an applicable Pricing Certificate.

"Bond Counsel" shall mean Norton Rose Fulbright US LLP, or such other firm of nationally recognized bond attorneys experienced in the issuance of bonds and acceptable to the City.

"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.

"City" means the City of El Paso, Texas.

"City Council" means the governing body of the City of El Paso, Texas.

"Closing Date" means, with respect to each series of Bonds issued hereunder, the date of the initial delivery of and payment for such series Bonds.



“Code” means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Debt Service Requirements” means with respect to each series of Bonds issued hereunder: (i) the interest on the applicable series of Bonds; and (ii) the principal amounts due in accordance with the schedule appearing in the Pricing Certificate executed pursuant to this Ordinance with respect to such series of Bonds (which shall not be less than 2% of the original par amount of such series of Bonds as a sinking fund each year).

“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 any Escrow Agent appointed and approved in a Pricing Certificate.

“Escrow Agreement” means any Escrow Agreement by and between the City and the Escrow Agent appointed and approved in an applicable Pricing Certificate.

“Escrow Fund” shall have the meaning set forth in Section 17 hereof.

“Fiscal Year” shall mean the annual financial accounting period used by the City now ending on August 31 of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes and to be consistent with the ordinances authorizing the additional obligations of the City.

“Government Securities,” unless otherwise specified in the applicable Pricing Certificate, shall mean: (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 under applicable State law that may be used to defease obligations such as the Bonds.



“Holders” shall have the meaning set forth in Section 5 hereof.

“Initial Bond” means the Initial Bond authorized by Section 9 of this Ordinance.

“Interest and Sinking Fund” means each fund created and established with respect to each series of Bonds issued hereunder in accordance with Section 11 hereof. Specific Interest and Sinking Funds for each series of Bonds shall be established in the applicable Pricing Certificate.

“Interest Payment Date” means the date or dates on which interest on or the principal of each series of Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing August 15, 2021, or such other dates as specified in the Pricing Certificate.

“Issue of Bonds” means one or more series of Bonds and other tax-exempt obligations that are sold within 15 days of the first date on which there is a binding written contract for the sale or exchange of any such Bonds and which are part of the same issue pursuant to section 1.150-1(c) of the Regulations.

“MSRB” means the Municipal Securities Rulemaking Board.

“Outstanding” when used in this Ordinance with respect to any series of Bonds means, as of the date of determination, all Bonds of such series theretofore issued and delivered under this Ordinance, except:

- (1) those Bonds of such series cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds of such series deemed to be duly paid by the City in accordance with the provisions of Section 13 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds of such series which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 12 hereof.

The term “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 collectively one or more pricing certificates that set forth the terms of one or more series of the Bonds in accordance with Section 4 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 City Manager of the City or the Chief Financial Officer of the City, 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.



“Record Date” means with respect to each interest payment date for each series of Bonds, the close of business on the last business day of the month preceding such interest payment date.

“Refunded Obligations” means collectively the “City of El Paso, Texas, General Obligation Refunding Bonds, Series 2012”, dated October 1, 2012, “City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012”, dated October 1, 2012, “City of El Paso, Texas, General Obligation Refunding Bonds, Series 2013”, dated August 15, 2013, and “City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2013”, dated October 1, 2013.

“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.

“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.

“Security Register” means the Security Register specified in Section 5 of this Ordinance.

“Series 2021 Bonds” means the “City of El Paso, Texas, General Obligation Bonds, Series 2021.

“Series 2021A Bonds” means the “City of El Paso, Texas, General Obligation Refunding Bonds, Taxable Series 2021A.”

“Stated Maturity” means the principal amounts due in accordance with the schedule(s) appearing in the applicable Pricing Certificate.

(b) 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.

(c) 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.

(d) 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.



**SECTION 2: Authorization - Series Designation - Principal Amount - Purpose - Bond Date.**

(a) Authorization, Series Designation, Principal Amount. General obligation bonds of the City shall be and are hereby authorized to be issued, in one or more series, in the maximum aggregate principal amounts set forth in Section 4 hereof. Unless otherwise specified in a Pricing Certificate, such general obligation bonds shall be designated and bear the title the "CITY OF EL PASO, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2021" (the "Series 2021 Bonds"), the "CITY OF EL PASO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, TAXABLE SERIES 2021A" (the "Series 2021A Bonds") and such additional or different series or subseries as specified by the Pricing Officer in an applicable Pricing Certificate. All such bonds authorized to be issued pursuant to the terms of this Ordinance, including the Series 2021 Bonds and the Series 2021A Bonds, are herein referred to as the "Bonds." The title of the Bonds may also be revised by the Pricing Officer as reflected in the applicable Pricing Certificate to reflect, among other things, the sequential number of the series of Bonds being issued and the status of the Bonds as tax-exempt, taxable, improvement, and/or refunding, as applicable.

(b) Purpose of Series 2021 Bonds. The Series 2021 Bonds are authorized to be issued for the purposes of providing funds (1) for acquiring, planning, designing, constructing, renovating, improving, expanding and equipping public safety facilities, including acquiring land and rights-of-way necessary thereto or incidental therewith, acquiring motor vehicles and equipment for the Police Department and the Fire Department, and acquiring and installing public art related to and being a part of some or all of the foregoing; and (2) to pay the costs and expenses of issuing the Series 2021 Bonds, all as provided in the applicable Pricing Certificate and in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1207 and Chapter 1371.

(c) Purpose of the Series 2021A Bonds. The Series 2021A Bonds are authorized to be issued for the purposes of providing funds (1) for the discharge and final payment of certain outstanding obligations of the City (described in the preamble hereof and finally identified in the applicable Pricing Certificate and referred to as the "Refunded Obligations"); and (2) to pay the costs and expenses of issuing the Series 2021A Bonds, all as provided in the applicable Pricing Certificate and in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1207.

(d) Bond Date. Each series of Bonds shall be dated (the "Bond Date") as provided in the applicable Pricing Certificate.

**SECTION 3: Fully Registered Obligations - Terms.** The Bonds shall be issued as fully registered obligations, without coupons, and as either or both "Current Interest Bonds" (obligations paying accrued interest to the holders or owners on and at stated intervals prior to maturity) and "Capital Appreciation Bonds" (obligations paying no accrued interest to the holders or owners prior to maturity).

(a) Current Interest Bonds. Current Interest Bonds (other than the Initial Bonds referenced in Section 9 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Current Interest Bonds as set forth in the applicable Pricing Certificate.



The Current Interest Bonds shall bear interest on the unpaid principal amounts from the date specified in the applicable Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Current Interest Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the applicable Pricing Certificate.

(b) Capital Appreciation Bonds. Capital Appreciation Bonds (other than the Initial Bonds referenced in Section 9 hereof) shall each be issued in Maturity Amounts (the “Accreted Value” [as hereinafter defined] at maturity) of \$5,000, or any integral multiple thereof within a Stated Maturity, shall be lettered “CAB-” and numbered consecutively from One (1) upward, and the original principal amounts of the Capital Appreciation Bonds shall accrue interest at the interest rate(s) stated in the applicable Pricing Certificate, and shall become due and payable on a date certain in each of the years (the “Stated Maturities”) in the Maturity Amounts set forth in the applicable Pricing Certificate.

Interest on the Capital Appreciation Bonds shall accrue from the date of delivery of the Bonds to the initial purchasers, and be compounded semiannually in each year on the dates (the “Compounding Dates”), and commencing on the date, set forth in the applicable Pricing Certificate, until the Stated Maturity or earlier redemption thereof. The accrued interest on Capital Appreciation Bonds shall be payable at maturity or earlier redemption as a portion of the Maturity Amount or Accreted Value thereof.

The term “Accreted Value”, as used herein with respect to Capital Appreciation Bonds, shall mean the original principal amount of a Capital Appreciation Bond, plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to the Compounding Date next preceding the date of such calculation (or the date of calculation, if such calculation is made on a Compounding Date), at the respective interest rates stated in the applicable Pricing Certificate therefor and, with respect to each \$5,000 Accreted Value at maturity, as set forth in the Accreted Value table attached to the applicable Pricing Certificate and in the Official Statement referred to in the Pricing Certificate. For any day other than a Compounding Date, the Accreted Value of a Capital Appreciation Bond shall be determined by a straight line interpolation between the values for the applicable semiannual Compounding Dates (based on 30-day months).

**SECTION 4: Delegation of Authority to Pricing Officer.** (a) As authorized by Chapter 1207 and Chapter 1371, as applicable, each of the City Manager and the Chief Financial Officer of the City (either one of them, a “Pricing Officer”) is hereby authorized to act on behalf of the City in selling and delivering the Bonds, in one or more series, and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities of the Refunded Obligations to be refunded, determining the aggregate original principal amount of each series of Bonds, the aggregate principal amount to be issued for new money purposes and the amount to be issued from the proposition (if different from that reflected on page 1 hereof), the aggregate principal amount to be issued for refunding purposes, as applicable, the date of each series of Bonds, any additional or different designation or title by which each series of Bonds shall be known, determining whether the Bonds shall be issued in one or more series and whether such series will be issued as taxable or tax-exempt bonds, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which each series of the Bonds will mature, the principal amount or Maturity Amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment



dates, the record date, the compounding 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 an escrow agent, if applicable, satisfying the requirements of Chapter 1207, as amended, the terms of any bond insurance applicable to the Bonds, any amendments or modifications to the continuing disclosure undertaking set forth in Section 33 hereof, the designation of one or more funds for the payment of the Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds; all of which shall be specified in one or more applicable Pricing Certificates, provided that:

- (i) the aggregate original principal amount of any Bonds issued for new money purposes shall not exceed \$48,745,000;
- (ii) the aggregate original principal amount of any Bonds issued to refund the Refunded Obligations shall not exceed \$105,825,000;
- (iii) the refunding of the Refunded Obligations must produce present value debt service savings of at least three percent (3.00%), net of any issuer contribution;
- (iv) the aggregate true interest cost rate for any Bonds issued for new money purposes shall not exceed 3.75%;
- (v) the aggregate true interest cost rate for any Bonds issued to refund the Refunded Obligations shall not exceed 3.50%; and
- (vi) the maximum maturity date for any series of Bonds issued hereunder shall not exceed December 31, 2047; provided, however, that the maximum maturity date for any Bonds issued to refund any of the Refunded Obligations shall not exceed the final maturity date of the Refunded Obligations being refunded with such Bonds.

The execution of the applicable Pricing Certificate shall evidence the sale date of the applicable series of Bonds by the City to the purchasers of such Bonds as identified in the applicable Pricing Certificate (the "Purchasers").

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with one or more series of 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 one or more series 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 Chief Financial Officer of the City, and the Pricing Officer shall have the authority to execute any documents to effect the issuance of such policy by the Insurer.

(b) In establishing the aggregate principal amount of each series of the Bonds, the Pricing Officer shall establish an amount for such series not exceeding the amount authorized in Subsection (a) 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. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date of adoption of this Ordinance. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

**SECTION 5: Terms of Payment - Paying Agent/Registrar.** The principal of, premium, if any, and the interest on each series of Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of such series of Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of Wells Fargo Bank, National Association to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices in Minneapolis, Minnesota (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest accrued on a Capital Appreciation Bond shall be payable at its Stated Maturity or redemption as a portion of the Accreted Value or Maturity Amount. Interest on a Current Interest Bond shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date, which is the close of business on the last business day of the month preceding each interest payment date, and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which



banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Current Interest Bonds 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 past due 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 (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Current Interest Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

**SECTION 6: Registration - Transfer - Exchange of Bonds - Predecessor Bonds.** A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar, as provided herein and in accordance with the provisions of the Paying Agent/Registrar Agreement and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like kind, maturity, and amount and in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Bond (other than the Initial Bonds authorized in Section 9 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds, executed on behalf of and furnished by the City, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be of authorized denominations, of like Stated Maturity, and of a like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bonds authorized in Section 9 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of and furnished by the City, to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and

delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 12 hereof, and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

**SECTION 7: Book-Entry-Only Transfers and Transactions.** Notwithstanding the provisions contained in Sections 5 and 6 hereof relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representation, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold such Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying



Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 5 and 6 hereof.

**SECTION 8: Execution - Registration.** Each series of Bonds shall be executed on behalf of the City by the Mayor under the City's seal reproduced or impressed thereon and attested by the City Clerk or Alternate City Clerk. The signature of such officials on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officials of the City as of the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 10(c), manually executed by the Comptroller, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 10(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

**SECTION 9: Initial Bonds.** The Bonds herein authorized shall be initially issued as fully registered Bonds of the appropriate kind (Current Interest Bonds and/or Capital Appreciation Bonds) as specified in the applicable Pricing Certificate, being (i) a single, fully registered Current Interest Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the applicable Pricing Certificate and numbered TR-1, and (ii) a single, fully registered Capital Appreciation Bond in the aggregate Maturity Amount noted, and with installments of such Maturity Amount to become due and payable as provided, in the applicable Pricing Certificate and numbered TCAB-1 (hereinafter called the "Initial Bonds") and the Initial Bonds shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bonds, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts (with respect to Current Interest Bonds) or Maturity Amounts (with respect to the Capital Appreciation Bonds) and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

**SECTION 10: Forms.**



(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the applicable Pricing Certificate, 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 insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. Each Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bonds shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Bonds.

**[CURRENT INTEREST BONDS]**

REGISTERED  
NO. R-\_\_\_\_\_

PRINCIPAL AMOUNT  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF EL PASO, TEXAS  
GENERAL OBLIGATION [REFUNDING] BOND  
[TAXABLE] SERIES 2021[A]

Bond Date:	Interest Rate:	Stated Maturity:	CUSIP No.
_____	_____	_____	_____

Registered Owner:

Principal Amount: \_\_\_\_\_ DOLLARS

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of its delivery to the initial purchasers) 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 being payable on February 15 and August 15 in each year, commencing \_\_\_\_\_, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the close of business on the last business day of the month preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

[*For Series 2021 Bonds:* This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (herein referred to as the "Bonds") for the purpose of providing funds (1) for acquiring, planning, designing, constructing, renovating, improving, expanding and equipping public safety facilities, including acquiring land and rights-of-way necessary thereto or incidental therewith, acquiring motor vehicles and equipment for the Police Department and the Fire Department, and acquiring and installing public art related to and being a part of some or all of the foregoing; and (2) to pay the costs and expenses of issuing the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").]

[*For Series 2021A Bonds:* This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (herein referred to as the "Bonds") for the purpose of providing funds (1) for the discharge and final payment of certain outstanding obligations of the City (the "Refunded Obligations"); and (2) to pay the costs and expenses of issuing the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").]

The Bonds are issued in part as "Current Interest Bonds", which total in principal amount \$ \_\_\_\_\_ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds", which total in original principal amount \$ \_\_\_\_\_ and pay no accrued interest prior to their Stated Maturities.



[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__		Term Bonds due _____, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20__	\$____,000	_____, 20__	\$____,000
_____, 20__	\$____,000	_____, 20__	\$____,000
_____, 20__ (maturity)	\$____,000	_____, 20__ (maturity)	\$____,000

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least 50 days prior to a mandatory redemption date, (1) 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 (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Current Interest Bonds maturing on and after \_\_\_\_\_, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on \_\_\_\_\_, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed, in whole or in part, at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by



the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed 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 redemption price of 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 may state that such redemption is 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 Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of 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 (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF EL PASO, TEXAS

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
[City Clerk][Alternate City Clerk]

(SEAL)

**[CAPITAL APPRECIATION BONDS]**

REGISTERED  
NO. CAB-\_\_\_\_\_

MATURITY AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF EL PASO, TEXAS  
GENERAL OBLIGATION [REFUNDING] BOND  
[TAXABLE] SERIES 2021[A]



Bond Date: \_\_\_\_\_ Stated Yield: \_\_\_\_\_ Stated Maturity: \_\_\_\_\_ CUSIP No. \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Maturity Amount: \_\_\_\_\_

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Maturity Amount stated above (or so much thereof as shall not have been paid upon prior redemption). The Maturity Amount of this Bond represents the accretion of the original principal amount of this Bond (including the initial premium, if any, paid herefor) from the date of delivery to the initial purchasers to the Stated Maturity and such accretion in value occurring at the above Stated Yield and compounding on \_\_\_\_\_, and semiannually thereafter on \_\_\_\_\_ and \_\_\_\_\_. A table of the "Accreted Values" per \$5,000 "Accreted Value" at maturity is printed on this Bond or attached hereto. The term "Accreted Value", as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid herefor with interest thereon compounded semiannually to \_\_\_\_\_ and \_\_\_\_\_, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on \_\_\_\_\_ or \_\_\_\_\_) at the Stated Yield for the Stated Maturity shown above and in the above referenced Table of Accreted Values. For any date other than \_\_\_\_\_ or \_\_\_\_\_, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Accreted Value of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Payment of the Maturity Amount or Accreted Value as of a redemption date of this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

[For Series 2021 Bonds: This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (herein referred to as the "Bonds") for the purpose of providing funds (1) for acquiring, planning, designing, constructing, renovating, improving, expanding and equipping public safety facilities, including acquiring land and rights-of-way necessary thereto or incidental therewith, acquiring motor vehicles and equipment for the Police Department and the Fire Department, and acquiring and installing public art related to and being a part of some or all of the foregoing; and (2) to pay the costs and expenses of issuing the



Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").]

[*For Series 2021A Bonds:* This Bond is one of the series specified in its title issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Bonds") for the purpose of providing funds (1) for the discharge and final payment of certain outstanding obligations of the City (the "Refunded Obligations"); and (2) to pay the costs and expenses of issuing the Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").]

The Bonds are issued in part as "Current Interest Bonds", which total in principal amount \$\_\_\_\_\_ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds", which total in original principal amount \$\_\_\_\_\_ and pay no accrued interest prior to their Stated Maturities.

The Capital Appreciation Bonds maturing on and after \_\_\_\_\_ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in Maturity Amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on \_\_\_\_\_, or on any date thereafter, at the redemption price of the Accreted Value (as determined and defined herein) as of the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its Maturity Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its Maturity Amount to be redeemed) shall become due and payable, and shall cease to accrete in value from and after the redemption date, provided moneys for the payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Maturity Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the Maturity Amount thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed 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 redemption price of 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 may state that such redemption is 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 Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and of the same aggregate Maturity Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Maturity Amount at its Stated Maturity, or Accreted Value at its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the

validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF EL PASO, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
[City Clerk][Alternate City Clerk]

(SEAL)

NOTE TO PRINTER: Print the "Table of Accreted Values" on the Bonds as called for in paragraph one.

(c) Form of Registration Certificate of Comptroller to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
	)	
OF PUBLIC ACCOUNTS	)	REGISTER NO. _____
	)	
THE STATE OF TEXAS	)	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.



(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION 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

Registration Date:

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

(e) 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 thereunder, and hereby  
irrevocably constitutes and appoints \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the within Bond on the books kept for registration thereof, with full power of  
substitution in the premises.

DATED: \_\_\_\_\_

Signature guaranteed:  
\_\_\_\_\_

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.

(f) The Initial Bonds for the Current Interest Bonds and the Capital Appreciation Bonds shall be in the respective forms set forth therefor in paragraph (b) of this Section, except as follows:

**[CURRENT INTEREST INITIAL BOND]**

Heading and paragraph one shall be amended to read as follows:

NO. TR-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF EL PASO, TEXAS  
GENERAL OBLIGATION [REFUNDING] BOND  
[TAXABLE] SERIES 2021[A]

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

Registered Owner:

Principal Amount:

DOLLARS

The City of El Paso (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on \_\_\_\_\_ in the years and in principal installments in accordance with the following schedule:

<u>Stated</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate(s)</u>
----------------------------------	-----------------------------------	-----------------------------------

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the date of its delivery at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on \_\_\_\_\_, and each \_\_\_\_\_ 15 and \_\_\_\_\_ 15 thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by Wells Fargo Bank, National Association (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Minneapolis, Minnesota (the "Designated



Payment/Transfer Office”). Interest is payable to the registered owner of this Bond whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the close of business on the last business day of the month preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**[CAPITAL APPRECIATION INITIAL BOND]**

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED  
NO. TCAB-1

MATURITY AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF EL PASO, TEXAS  
GENERAL OBLIGATION [REFUNDING] BOND  
[TAXABLE] SERIES 2021[A]

Bond Date:

\_\_\_\_\_

Registered Owner:

Maturity Amount:

The City of El Paso (hereinafter referred to as the “City”), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the aggregate Maturity Amount stated above on \_\_\_\_\_ in each of the years and in installments in accordance with the following schedule:

<u>Year of</u> <u>Maturity</u>	<u>Installment</u> <u>Maturity Amount</u>	<u>Stated</u> <u>Yield(s)</u>
-----------------------------------	----------------------------------------------	----------------------------------



(Information to be inserted from Pricing Certificate).

The respective installments of the Maturity Amount hereof represents the accretion of the original principal amounts of each year of maturity from the date of delivery to the initial purchasers ( ) to the respective years of maturity (including the initial premium, if any, paid by the initial purchasers) and such accretion in values occurring at the respective Stated Yields and compounding on , and semiannually thereafter on each and . A table of the "Accreted Values" per \$5,000 "Accreted Value" at maturity is attached to this Bond. The term "Accreted Value", as used herein, means the original principal amount of this Bond plus premium, if any, paid herefor with interest thereon compounded semiannually to and , as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on or ) at the respective Stated Yields shown above and in the Table of Accreted Values attached hereto. For any date other than or , the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The installments of the Maturity Amount or Accreted Value of this Bond are payable in the years of maturity or on a redemption date to the registered owner hereof, without exchange or collection charges, by Wells Fargo Bank, National Association (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Minneapolis, Minnesota (the "Designated Payment/Transfer Office"), and shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

**SECTION 11: Levy of Taxes.** To provide for the Debt Service Requirements of each series of Bonds there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations by law, prescribed sufficient to pay the Debt Service Requirements on each series of Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the Debt Service Requirements on each series of Bonds while such Bonds are Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the City and shall be deposited in one or more special funds as specified in one or more Pricing Certificates by the Pricing Officer (each an "Interest and Sinking Fund") to be maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of each series of Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the



Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, City Manager, and Chief Financial Officer of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, City Manager, and Chief Financial Officer of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the applicable Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of each series of Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

**SECTION 12: Mutilated – Destroyed - Lost and Stolen Bonds.** In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the City and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds, notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

**SECTION 13: Satisfaction of Obligation of City.** If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the applicable Pricing Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay



in full such Bonds at maturity or to the redemption date therefor, 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 Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities 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 Bonds on the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date 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 Securities 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 Securities will be made under this Section and no use made of any such deposit which would cause any Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities 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, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities 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 Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

**SECTION 14: Ordinance a Contract - Amendments - Outstanding Bonds.** This Ordinance, together with the applicable Pricing Certificate authorizing the specific series of Bonds, shall constitute a contract with the Holders from time to time of such series of Bonds, be binding on the City, and shall not be amended or repealed by the City so long as any Bond of the



applicable series remains Outstanding except as permitted in this Section and in Section 33 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders who own a majority of the aggregate of the principal amount (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) of the Bonds of the applicable series then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the applicable Pricing Certificate; provided that, without the consent of all Holders of the Outstanding Bonds of the applicable series, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on such series of Bonds, reduce the principal amount or Maturity Amount, as the case may be, thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on such series of Bonds, (2) give any preference to any such Bond over any other Bond of the applicable series, or (3) reduce the aggregate principal amount or Maturity Amount, as the case may be, of such series of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

**SECTION 15: Covenants to Maintain Tax-Exempt Status of Bonds.**

This Section 15 applies with respect to each Issue of Bonds issued on a tax exempt basis.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Closing Date” means the date on which such Issue of 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 such Issue of 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 such Issue of Bonds are invested and which is not acquired to carry out the governmental purposes of such Issue of Bonds.

“Rebate Amount” with respect to such Issue of Bonds has the meaning set forth in Section 1.148-1(b) of the Regulations.



“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) such Issue of 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 (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond that is part of such Issue of Bonds 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 that is part of such Issue of Bonds, 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 such Issue of 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 such Issue of Bonds (including property financed with Gross Proceeds of any bonds refunded by such Issue of Bonds), 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 such Issue of Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of any bonds refunded by such Issue of Bonds), 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 such Issue of 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 such Issue of 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 such Issue of 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 such Issue of 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 (6) years after the day on which the last outstanding Bond that is part of such Issue of Bonds is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of such Issue of 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 such Issue of Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of such Issue of Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States from an appropriate fund, or if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the applicable Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for such Issue of 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 final Stated Maturity or final payment of such Issue of 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 such Issue of Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with each Issue of 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.

**SECTION 16: Sale of Bonds – Official Statement.** The Bonds authorized by this Ordinance may be sold by the City to the Purchasers by (i) negotiated sale, in accordance with one or more bond purchase agreements (each, a “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 Section 4 hereof. The Pricing Officer is hereby authorized and directed to execute each 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.



With regard to the terms and provisions of a Purchase Contract executed as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer is hereby authorized and directed to execute the Purchase Contract 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 Purchasers, in final form as may be required by the Purchasers, 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 Purchasers.

**SECTION 17: Escrow Agreement.** An "Escrow Agreement" (the "Escrow Agreement") by and between the City and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection with the issuance of a series of Bonds, shall be attached to, and approved in, the applicable Pricing Certificate. Such Escrow Agreement(s) are 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(s) as executed by the Pricing Officer shall be deemed approved by the City Council and constitute the Escrow Agreement(s) herein approved. With regard to the finalization of certain terms and provisions of the Escrow Agreement(s), 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 Obligations;



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 Obligations.

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 any escrowed securities referenced in the Escrow Agreement(s) (the "Escrowed Securities") and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the escrow fund specified in the applicable Escrow Agreement (each, an "Escrow Fund"); all as contemplated and provided in Chapter 1207, the Ordinance, the Pricing Certificate, and the Escrow Agreement(s). 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 Obligations 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 Purchasers, 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 Obligations an amount, if any, which, together with the proceeds of sale, and the investment earnings thereon, will be sufficient to pay in full the Refunded Obligations (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 Obligations (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).

#### **SECTION 18: Refunded Obligations.**

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Obligations, the Refunded Obligations identified, described, and in the amounts set forth in the applicable Pricing Certificate, are called for redemption on the first date such Refunded Obligations 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 dates, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance adopted by the City Council of the City, which authorized the issuance of the Refunded Obligations. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Obligations in substantially the form set forth as an exhibit to the Pricing Certificate, to the paying agent/registrar for Refunded Obligations, in accordance with the redemption provisions applicable to the Refunded Obligations.



(b) The paying agent/registrars for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the ordinance authorizing the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations 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 17 of this Ordinance and by the Pricing Officer in the Pricing Certificate, if applicable, or deposited with the paying agent/registrars for the Refunded Obligations.

**SECTION 19: Control and Custody of Bonds.** The Mayor shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City, any one or more of such officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of each series of Bonds, including a certification as to facts, estimates, circumstances, and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Bonds, as may be necessary for the issuance of the Bonds, the approval of the Attorney General, the registration by the Comptroller, and the delivery of the Bonds to the Purchaser and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchaser and the initial exchange thereof for definitive Bonds.

**SECTION 20: Proceeds of Sale.** Immediately following the delivery of each series of Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, amounts to pay municipal bond insurance premium, if any, any accrued interest received from the Purchasers of the Bonds) shall be deposited (i) in the construction fund to the extent Bond proceeds are used for new money projects and (ii) with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement(s) to the extent Bond proceeds are being used to defease the Refunded Obligations, in such amounts as provided in the applicable Pricing Certificate. The proceeds of sale of the Bonds not so deposited shall be disbursed for payment of costs of issuance, disbursed for the payment of municipal bond insurance premium, if any, or deposited in the Interest and Sinking Fund for the applicable series of Bonds, all in accordance with the terms of the applicable Pricing Certificate. Accrued interest and premium in the amount, if any, specified in the applicable Pricing Certificate received from the sale of the Bonds shall be deposited to the credit of the applicable Interest and Sinking Fund. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the applicable Interest and Sinking Fund as shall be determined by the City Council of the City.

Pending expenditure for authorized projects and purposes, such proceeds of sale deposited to the construction fund may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted in Texas Government Code, Section 2256.015, et seq., and any



investment earnings realized may be expended for such authorized projects and purposes or deposited in the applicable Interest and Sinking Fund as shall be determined by the City Council. Any excess bond proceeds issued for new money purposes, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the applicable Interest and Sinking Fund.

Additionally, the Pricing Officer shall determine the amount, if any, of any City contribution to the refunding from moneys on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Obligations, as provided in the applicable Pricing Certificate.

**SECTION 21: Notices to Holders-Waiver.** Wherever this Ordinance or the applicable Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the applicable Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**SECTION 22: Cancellation.** All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

**SECTION 23: Bond Counsel Opinion.** The obligation of the Purchasers to accept delivery of each series of Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Bond Counsel to the City, approving the Bonds as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of such opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds. The City Council confirms Norton Rose Fulbright US LLP as the City's bond counsel.

**SECTION 24: Further Procedures.** The Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, and City Clerk of the City 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 each series of Bonds, the Mayor, Mayor Pro Tem, City Clerk, Alternate City Clerk, City Manager, and/or Chief Financial Officer of the City and its 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 25: CUSIP Numbers.** CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

**SECTION 26: Benefits of Ordinance.** Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

**SECTION 27: Inconsistent Provisions.** All ordinances 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 28: 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 29: Effect of Headings.** The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

**SECTION 30: Construction of Terms.** If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

**SECTION 31: Severability.** If any provision of this Ordinance or the Pricing Certificate or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the Pricing Certificate and the application thereof to other circumstances shall nevertheless be valid, and the City Council of the City hereby declares that this Ordinance would have been enacted without such invalid provision.

**SECTION 32: Incorporation of Findings and Determinations.** The findings and determinations of the City Council of the City contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

**SECTION 33: Continuing Disclosure Undertaking.**

(a) **Definitions.** As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as a 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.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) **Annual Reports.** The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the applicable Pricing Certificate, financial information and operating data with respect to the City 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 of such financial information and operating data, audited financial statements of the City, 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 provided shall be prepared in accordance with the accounting principles described in the applicable Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City 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 City will provide unaudited financial statements by the



required time and audited financial statements when and if such audited financial statements become available.

If the City 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 City otherwise would be required to provide financial information and operating data pursuant to this Section.

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.

(c) Notice of Certain Events. The City shall 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:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the 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;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.



For these purposes, (a) any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the 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 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 City, and (b) the City intends the words used in immediately preceding subsections (c)15 and (c)16 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.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) 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.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders 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 City’s financial results, condition, or prospects 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 HOLDER 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 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.



No default by 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.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, 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, 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 Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance 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 Holders 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 an underwriter 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 pursuant to subsection (b) of this Section 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.

**SECTION 34: 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 35: Public Meeting.** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

**SECTION 36: Effective Date.** This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

*[The remainder of this page intentionally left blank.]*



APPROVED AND ADOPTED this 13<sup>th</sup> day of April, 2021.

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Oscar Leeser  
Mayor, City of El Paso, Texas

ATTEST:

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Laura D. Prine  
City Clerk, City of El Paso, Texas

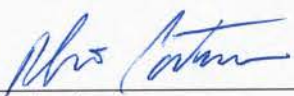
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APPROVED AS TO FORM:

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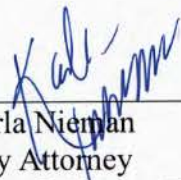
Paul A. Braden  
Bond Counsel for the City

APPROVED AS TO CONTENT:



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Robert Cortinas  
Chief Financial Officer  
City of El Paso, Texas



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Karla Nieman  
City Attorney  
City of El Paso, Texas

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT





# Series 2021 Bond Ordinances

April 13, 2021

# Three Bond Ordinances



- General Obligation Bonds, Series 2021 and General Obligation Refunding Bonds, Taxable Series 2021A
- Special Revenue Refunding Bonds, Taxable Series 2021 (Downtown Ballpark Venue Project)
- Combination Tax and Revenue Certificates of Obligation, Series 2021A and Series 2021B

# Financing Team



## **City of El Paso**

Tommy Gonzalez – City Manager

Robert Cortinas – Chief Financial Officer

Margarita Munoz– Comptroller

Karla Nieman – City Attorney

## **Hilltop Securities**

George Williford – Managing Director

Maria Fernanda Urbina – Sr. Vice President

## **Norton Rose Fulbright**

Paul Braden – Bond Counsel

## **Selected Underwriters**

JP Morgan

Citigroup

Ramirez & Co., Inc.

Raymond James

# Strong Fiscal Management

## Favorable Market Conditions

- Financial analysis and timing is critical, however rates are beginning to change
- New GO/CO
  - Estimating 2.81% true interest cost
  - Ex. a 4.0% true interest cost, similar to prior years, would add \$30 million to total cost
  - Includes final issuance for 2012 Street CIP, \$15 million under budget
- Refinancing Existing Debt
  - GO/CO – estimating \$6.0 million in gross savings
  - Ballpark – estimating \$6.9 million in gross savings





# Issuance Process



- Notice of Intention
  - February 15 - Council approves resolution to approve publication of notice of intention to issue certificates of obligation
  - Feb. 18 & 25 - Notices published in the El Paso Times on Feb. 18, 2021 Notice posted on City website since February 17, 2021
- April 6, 2021 - Notice of Introduction and Public Hearing published in the El Paso Times
- April 13, 2021 - Council acts on parameter Ordinances authorizing issuance of certificates of obligation, general obligation bonds, and special revenue refunding bonds

# Parameter Authorization



- Parameter authorization will enable sale of at optimum timing and structure within 6 month period
- Council delegates final pricing authority to Pricing Officer(s) (Pricing Officers will be City Manager and City Chief Finance Officer)
- Refunding Bonds must produce present value debt service savings of at least three percent (3%), net of any issuer contribution
- Pricing Officer can only approve sale if Council parameters are met

# Parameter Authorization



	Taxable GO Refunding	Tax-Exempt GO	Tax-Exempt CO	Ballpark Taxable Refunding
Not-To-Exceed Par	\$105,825,000	\$48,745,000	\$93,000,000	\$27,250,000
Max. True Interest Cost	3.50%	3.75%	3.75%	4.0%
Maturity Date	12/31/2039	12/31/2047	12/31/2047	12/31/2038
Min. Present Value %	3.00%			

# Cost Savings and Avoidance

## Series 2021 Issuances



Description	Amount
Favorable Interest Rates	\$30.0 million
2012 Streets CIP savings	\$15.1 million
Ballpark refinancing	\$6.9 million
GO/CO refinancing	\$6.0 million
<b>Total</b>	<b>\$58.0 million</b>



# 2021 Capital Project Financing



CIP	Type	Amount
2012 Street CIP	CO	\$30,000,000
2017 CIP	CO	\$6,000,000
2018 CIP	CO	\$20,000,000
2018 CIP – Eastside Sports Complex Phase 2	CO	\$5,000,000
2019 CIP	CO	\$32,000,000
2019 Public Safety Bond	GO	\$48,297,200
<b>Total</b>		<b>\$141,297,200</b>

# 2021 Capital Project Financing

## Making Priorities a Priority



CIP	Amount	% of Total
Public Safety	\$48,297,200	34%
Streets	\$33,500,217	24%
Street Lights	\$14,636,588	10%
Leveraged Street Projects (MPO)	\$10,586,668	7%
Public Health Lab	\$6,640,788	5%
Children's Museum	\$20,000,000	14%
Flat Fields (Eastside Sports Complex)	\$5,000,000	4%
Leo Cancellare Pool	\$2,635,739	2%
<b>Total</b>	<b>\$141,297,200</b>	<b>100%</b>

- 80% for:
  - Public Safety
  - Streets
  - Public Health
- Children's Museum:
  - When completed, City will only be required to pay 1/3 operating cost

# Requested Action

## Approve 3 Bond Ordinances

- General Obligation Bonds, Series 2021 and General Obligation Refunding Bonds, Taxable Series 2021A
- Special Revenue Refunding Bonds, Taxable Series 2021 (Downtown Ballpark Venue Project)
- Combination Tax and Revenue Certificates of Obligation, Series 2021A and Series 2021B



## 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 #: 21-397, Version: 1**

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

**All Districts**

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

**PUBLIC HEARING DATE:** 4/13/2021

**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 approving the issuance of the City of El Paso Downtown Development Corporation Special Revenue Refunding Bonds, Taxable Series 2021 (Downtown Ballpark Venue Project) by the City of El Paso Downtown Development Corporation, approving a Third Amendment to Master Lease Agreement related to such refunding bonds and approving other matters incident and related thereto.

**BACKGROUND / DISCUSSION:**

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

Click or tap here to enter text.

**PRIOR COUNCIL ACTION:**

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

Click or tap here to enter text.

**AMOUNT AND SOURCE OF FUNDING:**

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

Click or tap here to enter text.

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

**Department Head:**

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

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

**DEPARTMENT:** City Manager's Office

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON NAME / PHONE NUMBER:** Robert Cortinas, Chief Financial Officer (915)-212-1067

**DISTRICT(S) AFFECTED:** All

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

**SUBJECT:**

AN ORDINANCE approving the issuance of the City of El Paso Downtown Development Corporation Special Revenue Refunding Bonds, Taxable Series 2021 (Downtown Ballpark Venue Project) by the City of El Paso Downtown Development Corporation, approving a Third Amendment to Master Lease Agreement related to such refunding bonds and approving other matters incident and related thereto.

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**BACKGROUND / DISCUSSION:**

The City of El Paso Downtown Development Corporation (the "Corporation") has been created and organized as a public, nonprofit local government corporation incorporated pursuant to Subchapter D of Chapter 431, Texas Transportation Code, as amended, to aid, assist and act on behalf of the City of El Paso, Texas (the "City") in the performance of the City's governmental functions.

On November 6, 2012, the voters of the City authorized the City to provide for the planning, acquisition, establishment, development, construction and financing of a sports and community venue project within the City of the type described and defined in Section 334.001(4)(A).

Under the Master Lease Agreement, First Lease Amendment, and Second Lease Amendment, the City pays to the Corporation lease payments (the "Lease Payments") at such times and in such amounts as will be sufficient to pay debt service on the Outstanding Parity Bonds, such Lease Payments to be primarily funded from the HOT.

Chapter 1207 of the Texas Government Code, as amended ("Chapter 1207"), authorizes the Corporation to issue refunding bonds and deposit the proceeds of the sale directly with any place of payment for the refunded bonds, or other authorized depository, and such deposit, when made in accordance with such statute, shall constitute firm banking and financial arrangements for the discharge and final payment of such refunded bonds.

**PRIOR COUNCIL ACTION:**

The Corporation has previously issued its "City of El Paso Downtown Development Corporation Special Revenue Bonds, Series 2013A (Downtown Ballpark Venue Project )" (the "Series 2013 Tax Exempt Bonds") and the "City of El Paso Downtown Development Corporation Special Revenue Bonds, Taxable Series 2013B (Downtown Ballpark Venue Project)" (the "Series 2013 Taxable Bonds") pursuant to a Trust Agreement relating to the City of El Paso, Texas, Downtown Ballpark Venue Project Financing, dated as of August 1, 2013, as amended by a First Amendment to the Trust Agreement dated as of October 15, 2013.

The Corporation and the Trustee entered into a First Supplement to Trust Agreement Relating to the City of El Paso, Texas Downtown Ballpark Venue Project Financing, dated May 1, 2016 (the "First Supplement"), in

connection with the Corporation’s issuance of its “City of El Paso Downtown Development Corporation Special Revenue Refunding Bonds, Series 2016 (Downtown Ballpark Venue Project)” (the “Series 2016 Bonds”) and a Second Supplement to Trust Agreement Relating to the City of El Paso, Texas Downtown Ballpark Venue Project Financing, dated July 17, 2020 (the “Second Supplement”), in connection with the Corporation’s issuance of its “City of El Paso Downtown Development Corporation Special Revenue Refunding Bonds, Series 2020 (Downtown Ballpark Venue Project)” (the “Series 2020 Bonds”).

The City and the Corporation executed the First Amendment to Master Lease Agreement, dated as of May 1, 2016 (the “First Lease Amendment”), in connection with the Corporation’s issuance of the Series 2016 Bonds and a Second Amendment to Master Lease Agreement, dated as of July 17, 2020 (the “Second Lease Amendment”) in connection with the Corporation’s issuance of the Series 2020 Bonds.

**AMOUNT AND SOURCE OF FUNDING:**

Debt service is primarily funded from 2% Hotel Occupancy Tax and team revenues.

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

**DEPARTMENT HEAD:**     *Robert Cortinas*

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



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE approving the issuance of the City of El Paso Downtown Development Corporation Special Revenue Refunding Bonds, Taxable Series 2021 (Downtown Ballpark Venue Project) by the City of El Paso Downtown Development Corporation, approving a Third Amendment to Master Lease Agreement related to such refunding bonds and approving other matters incident and related thereto.

WHEREAS, pursuant to an election held in the City of El Paso, Texas (the “**City**”) on November 6, 2012, the voters of the City authorized the City to provide for the planning, acquisition, establishment, development, construction and financing of a sports and community venue project within the City of the type described and defined in Section 334.001(4)(A) of and permitted by Chapter 334, Local Government Code, as amended (the “**Venue Project Act**”), and described in summary form as a multipurpose coliseum, stadium or other type of arena or facility that is planned for use for one or more professional or amateur sports events, including minor league baseball games and related infrastructure as defined in the Venue Project Act (the “**Project**”), and to impose a tax on the occupancy of a room in hotels located within the City, at a maximum rate of two percent (2%) of the price paid for such room, as authorized by Subchapter H of the Venue Project Act; and

WHEREAS, the City Council (the “**Council**”) of the City authorized the creation of a local government corporation known as the “City of El Paso Downtown Development Corporation” (the “**Corporation**”) pursuant to the provisions of Section 431.001 of the Transportation Code to aid, assist and act on behalf of the City in the performance of the City’s governmental functions, including the financing of the Project; and

WHEREAS, the Corporation issued its “City of El Paso Downtown Development Corporation Special Revenue Bonds, Series 2013A (Downtown Ballpark Venue Project )” (the “**Series 2013 Tax Exempt Bonds**”) and the “City of El Paso Downtown Development Corporation Special Revenue Bonds, Taxable Series 2013B (Downtown Ballpark Venue Project)” (the “**Series 2013 Taxable Bonds**”) pursuant to a Trust Agreement relating to the City of El Paso, Texas, Downtown Ballpark Venue Project Financing, dated as of August 1, 2013, as amended by a First Amendment to the Trust Agreement dated as of October 15, 2013, and as further supplemented by a First Supplement to Trust Agreement Relating to the City of El Paso, Texas Downtown Ballpark Venue Project Financing, dated May 1, 2016, and a Second Supplement to Trust Agreement Relating to the City of El Paso, Texas Downtown Ballpark Venue Project Financing, dated July 17, 2020 (collectively, as amended and supplemented, the “**Trust Agreement**”), by and between the Corporation and Wells Fargo Bank, National Association, as trustee (the “**Trustee**”); and

WHEREAS, the Corporation and the Trustee entered into the First Supplement to Trust Agreement Relating to the City of El Paso, Texas Downtown Ballpark Venue Project Financing, dated May 1, 2016 (the “**First Supplement**”), in connection with the Corporation’s issuance of its “City of El Paso Downtown Development Corporation Special Revenue Refunding Bonds, Series 2016 (Downtown Ballpark Venue Project)” (the “**Series 2016 Bonds**”) and the Second Supplement to Trust Agreement Relating to the City of El Paso, Texas Downtown Ballpark

Venue Project Financing, dated July 17, 2020 (the “**Second Supplement**”), in connection with the Corporation’s issuance of its “City of El Paso Downtown Development Corporation Special Revenue Refunding Bonds, Series 2020 (Downtown Ballpark Venue Project)” (the “**Series 2020 Bonds**”); and

WHEREAS, the City and the Corporation executed that Master Lease Agreement Relating to the City of El Paso, Texas, Downtown Ballpark Venue Project Financing, dated as of August 1, 2013, between the City and the Corporation (the “**Master Lease Agreement**”), pursuant to which the City leased the Project to the Corporation and the Corporation subleased the Project back to the City; and

WHEREAS, the City and the Corporation executed that First Amendment to Master Lease Agreement, dated as of May 1, 2016 (the “**First Lease Amendment**”), in connection with the Corporation’s issuance of the Series 2016 Bonds and a Second Amendment to Master Lease Agreement, dated as of July 17, 2020 (the “**Second Lease Amendment**”), in connection with the Corporation’s issuance of the Series 2020 Bonds; and

WHEREAS, the Master Lease Agreement will have to be amended pursuant to a Third Amendment to Master Lease Agreement Relating to the City of El Paso, Texas Downtown Ballpark Venue Project Financing Between the City and the Corporation (the “**Third Lease Amendment**”), substantially in the form of attached Exhibit B which is hereby incorporated by reference, to reflect the issuance of the Series 2021 Bonds and defeasance of the Series 2013 Tax Exempt Bonds; and

WHEREAS, the Board of Directors of the Corporation has found and determined that the Series 2013 Tax Exempt Bonds should now be refunded through the issuance of “City of El Paso Downtown Development Corporation Special Revenue Refunding Bonds, Taxable Series 2021 (Downtown Ballpark Venue Project)” (the “**Series 2021 Bonds**”); and

WHEREAS, the Series 2013 Taxable Bonds shall not be affected by the proposed refunding and shall remain outstanding under the Original Trust Agreement; and

WHEREAS, on a contemporaneous basis herewith, the Board of Directors of the Corporation has adopted a Resolution, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “**DDC Resolution**”), authorizing the issuance of the Series 2021 Bonds pursuant to the terms of a Third Supplement To Trust Agreement Relating to the City of El Paso, Texas Downtown Ballpark Venue Project Financing Between the Trustee and the Corporation (the “**Third Supplement**”); and

WHEREAS, the Articles of Incorporation and Bylaws of the Corporation require that the Corporation obtain written approval from the Council prior to the consummation of the sale and delivery of any bonds or notes of the Corporation; and

WHEREAS, there have been presented to the Council at this meeting forms of each of the following documents:

1. the DDC Resolution;

2. the Third Supplement; and
3. the Third Lease Amendment (collectively, the “*Transaction Documents*”);

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

SECTION 1: The facts and recitations contained in the preamble of, and the recitals to, this Ordinance are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Third Supplement.

SECTION 2: The City, acting by and through its Council, approves the issuance by the Corporation of the Series 2021 Bonds for the financing described in the DDC Resolution, upon the terms and arrangements set forth in the DDC Resolution and the Third Supplement.

SECTION 3: The Council hereby approves the Third Lease Amendment in substantially the form and substance presented to the Council, and the Mayor, the City Manager or the Chief Financial Officer of the City is hereby authorized and directed, for and on behalf of the City, to execute the Third Lease Amendment and the City Clerk or Deputy City Clerk of the City is hereby authorized to attest such officer’s signature on the Third Lease Amendment, and such officers are hereby authorized to deliver the Third Lease Amendment. Upon execution by the parties thereto and delivery thereof, the Third Lease Amendment shall be binding upon the City in accordance with the terms and provisions thereof. Any funds appropriated by the City to make payments due under the Master Lease Agreement, as amended by the First Lease Amendment, Second Lease Amendment, and the Third Lease Amendment, shall be and are hereby directed to be deposited to the Venue Project Fund in accordance with the provisions of Section 334.042(c)(5) of the Venue Project Act.

SECTION 4: Pursuant to a City resolution adopted on December 18, 2012, the City established a Venue Project Fund in accordance with Section 334.042 of the Venue Project Act. The City hereby affirms such fund.

SECTION 5: The adoption and execution of the Transaction Documents and the taking of such other actions as may be necessary and appropriate in connection therewith are hereby approved.

SECTION 6: Each of the Mayor, the City Manager, and the Chief Financial Officer of the City is, individually and collectively, authorized and directed to take all action necessary or reasonably required to effectuate the adoption, execution and delivery of the Transaction Documents, the issuance of the Series 2021 Bonds and for carrying out, giving effect to, and consummating the transactions described in the Series 2021 Bonds, this Ordinance, the Transaction Documents, and any other instruments authorized by this Ordinance or required to effect the transactions contemplated hereby, including without limitation, the execution and delivery of any closing documents and other certificates and documents in addition to those specifically referenced herein that are required in connection with the issuance of the Series 2021 Bonds.

SECTION 7: Prior to the initial delivery of the Series 2021 Bonds, any of the City Manager, the Chief Financial Officer of the City or bond counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Series 2021 Bonds by the Attorney General, or (iii) to accomplish the issuance and delivery of the Series 2021 Bonds and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, such determination shall be final. In the event that any official 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, the City Manager, and the Chief Financial Officer of the City 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 8: It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551 of the Texas Government Code, as amended. This Ordinance is found and deemed to be a public security authorization for the purposes of Section 1201.028 of the Texas Government Code.

SECTION 9: This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

*[Remainder of page left blank intentionally.]*



APPROVED AND ADOPTED this 13<sup>th</sup> day of April, 2021.

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Oscar Leeser  
Mayor, City of El Paso, Texas


ATTEST:

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Laura D. Prine  
City Clerk, City of El Paso, Texas

(CITY SEAL)

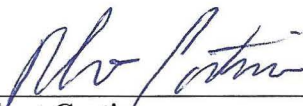
Approved as to Form:



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Karla Nieman  
City Attorney  
City of El Paso, Texas

Approved as to Content:



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Robert Cortinas  
Chief Financial Officer  
City of El Paso, Texas

Approved as to Form:

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Paul A. Braden  
Bond Counsel



## **EXHIBIT A**

### **Resolution of the Corporation**

## **EXHIBIT B**

### **Third Lease Amendment**





# Series 2021 Bond Ordinances

April 13, 2021

# Three Bond Ordinances



- General Obligation Bonds, Series 2021 and General Obligation Refunding Bonds, Taxable Series 2021A
- Special Revenue Refunding Bonds, Taxable Series 2021 (Downtown Ballpark Venue Project)
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Citigroup

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## Favorable Market Conditions

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  - Feb. 18 & 25 - Notices published in the El Paso Times on Feb. 18, 2021 Notice posted on City website since February 17, 2021
- April 6, 2021 - Notice of Introduction and Public Hearing published in the El Paso Times
- April 13, 2021 - Council acts on parameter Ordinances authorizing issuance of certificates of obligation, general obligation bonds, and special revenue refunding bonds

# Parameter Authorization



- Parameter authorization will enable sale of at optimum timing and structure within 6 month period
- Council delegates final pricing authority to Pricing Officer(s) (Pricing Officers will be City Manager and City Chief Finance Officer)
- Refunding Bonds must produce present value debt service savings of at least three percent (3%), net of any issuer contribution
- Pricing Officer can only approve sale if Council parameters are met

# Parameter Authorization



	Taxable GO Refunding	Tax-Exempt GO	Tax-Exempt CO	Ballpark Taxable Refunding
Not-To-Exceed Par	\$105,825,000	\$48,745,000	\$93,000,000	\$27,250,000
Max. True Interest Cost	3.50%	3.75%	3.75%	4.0%
Maturity Date	12/31/2039	12/31/2047	12/31/2047	12/31/2038
Min. Present Value %	3.00%			

# Cost Savings and Avoidance

## Series 2021 Issuances



Description	Amount
Favorable Interest Rates	\$30.0 million
2012 Streets CIP savings	\$15.1 million
Ballpark refinancing	\$6.9 million
GO/CO refinancing	\$6.0 million
<b>Total</b>	<b>\$58.0 million</b>



# 2021 Capital Project Financing



CIP	Type	Amount
2012 Street CIP	CO	\$30,000,000
2017 CIP	CO	\$6,000,000
2018 CIP	CO	\$20,000,000
2018 CIP – Eastside Sports Complex Phase 2	CO	\$5,000,000
2019 CIP	CO	\$32,000,000
2019 Public Safety Bond	GO	\$48,297,200
<b>Total</b>		<b>\$141,297,200</b>

# 2021 Capital Project Financing

## Making Priorities a Priority



CIP	Amount	% of Total
Public Safety	\$48,297,200	34%
Streets	\$33,500,217	24%
Street Lights	\$14,636,588	10%
Leveraged Street Projects (MPO)	\$10,586,668	7%
Public Health Lab	\$6,640,788	5%
Children's Museum	\$20,000,000	14%
Flat Fields (Eastside Sports Complex)	\$5,000,000	4%
Leo Cancellare Pool	\$2,635,739	2%
<b>Total</b>	<b>\$141,297,200</b>	<b>100%</b>

- 80% for:
  - Public Safety
  - Streets
  - Public Health
- Children's Museum:
  - When completed, City will only be required to pay 1/3 operating cost

# Requested Action

## Approve 3 Bond Ordinances

- General Obligation Bonds, Series 2021 and General Obligation Refunding Bonds, Taxable Series 2021A
- Special Revenue Refunding Bonds, Taxable Series 2021 (Downtown Ballpark Venue Project)
- Combination Tax and Revenue Certificates of Obligation, Series 2021A and Series 2021B



## 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 #:** 21-360, **Version:** 1

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

**All Districts**

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

**PUBLIC HEARING DATE:** 4/13/2021

**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 amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and Permits), Subsection (H) exceptions to add Paragraph 12 signs may be located in the Public Right of Way without the requirement of a Sign Permit or a Special Privilege, which meet the following criteria: (K) the sign may not be placed closer than twenty (20) feet to a waste container placed in the Right of Way pursuant to a Franchise Agreement issued by the City; (J) the sign may not be placed in that area of a triangle formed by the intersecting property lines and a diagonal joining property line at points twenty (20) feet from their intersection of any corner lot. The penalty is as provided for in Section 15.08.125 of the El Paso City Code.

**BACKGROUND / DISCUSSION:**

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

Environmental Services manages franchises on behalf of the City issued to vendors that maintain waste containers on City rights of way (ROW). Franchisees pay a fee to the City for each container placed, usually at intersections of busy streets, and in turn, offer advertising space on the containers to their customers. Additionally, the City regulates temporary signs placed in City ROW, which are also often placed at busy intersections. A recurring issue of multiple temporary signs being placed around franchised waste containers has resulted in those advertisements being blocked from view. Therefore, a recommendation to prohibit temporary signs within 20 feet of an intersection or franchised waste container is being made to rectify this problem.

**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:** Introduction: March 30, 2021  
Public Hearing: April 13, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Ellen A. Smyth (915) 212-6000

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

**STRATEGIC GOAL:** Goal 3.1: Improve the visual impression of the community (gateways, corridors, intersections, and parkland)

**SUBJECT:**

AN ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.08 (STREET RENTALS), SECTION 15.08.120 (SPECIAL PRIVILEGE LICENSES AND PERMITS), SUBSECTION (H) EXCEPTIONS TO ADD PARAGRAPH 12 SIGNS MAY BE LOCATED IN THE PUBLIC RIGHT OF WAY WITHOUT THE REQUIREMENT OF A SIGN PERMIT OR A SPECIAL PRIVILEGE, WHICH MEET THE FOLLOWING CRITERIA: (K) THE SIGN MAY NOT BE PLACED CLOSER THAN TWENTY (20) FEET TO A WASTE CONTAINER PLACED IN THE RIGHT OF WAY PURSUANT TO A FRANCHISE AGREEMENT ISSUED BY THE CITY; (J) THE SIGN MAY NOT BE PLACED IN THAT AREA OF A TRIANGLE FORMED BY THE INTERSECTING PROPERTY LINES AND A DIAGONAL JOINING PROPERTY LINE AT POINTS TWENTY (20) FEET FROM THEIR INTERSECTION OF ANY CORNER LOT. THE PENALTY IS AS PROVIDED FOR IN SECTION 15.08.125 OF THE EL PASO CITY CODE.

**BACKGROUND / DISCUSSION:**

Environmental Services manages franchises on behalf of the City issued to vendors that maintain waste containers on City rights of way (ROW). Franchisees pay a fee to the City for each container placed, usually at intersections of busy streets, and in turn, offer advertising space on the containers to their customers. Additionally, the City regulates temporary signs placed in City ROW, which are also often placed at busy intersections. A recurring issue of multiple temporary signs being placed around franchised waste containers has resulted in those advertisements being blocked from view. Therefore, a recommendation to prohibit temporary signs within 20 feet of an intersection or franchised waste container is being made to rectify this problem.

**PRIOR COUNCIL ACTION:**

N/A

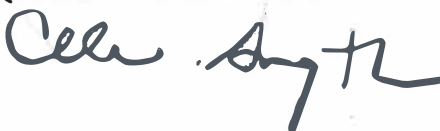
**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:** Ellen A. Smyth P.E



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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.08 (STREET RENTALS), SECTION 15.08.120 (SPECIAL PRIVILEGE LICENSES AND PERMITS), SUBSECTION (H) EXCEPTIONS TO ADD PARAGRAPH 12 SIGNS MAY BE LOCATED IN THE PUBLIC RIGHT OF WAY WITHOUT THE REQUIREMENT OF A SIGN PERMIT OR A SPECIAL PRIVILEGE, WHICH MEET THE FOLLOWING CRITERIA: (k) THE SIGN MAY NOT BE PLACED CLOSER THAN TWENTY (20) FEET TO A WASTE CONTAINER PLACED IN THE RIGHT OF WAY PURSUANT TO A FRANCHISE AGREEMENT ISSUED BY THE CITY; (j) THE SIGN MAY NOT BE PLACED IN THAT AREA OF A TRIANGLE FORMED BY THE INTERSECTING PROPERTY LINES AND A DIAGONAL JOINING PROPERTY LINE AT POINTS TWENTY (20) FEET FROM THEIR INTERSECTION OF ANY CORNER LOT. THE PENALTY IS AS PROVIDED FOR IN SECTION 15.08.125 OF THE EL PASO CITY CODE.**

**WHEREAS,** Section 15.08.120 requires a special privilege license or permit to allow the use of public right-of-way for specified uses; and

**WHEREAS,** Section 15.08.120(H) exempts certain activities, improvements, facilities, or uses on public right of way from having to obtain a special privilege license or permit under Section 15.08.120; and

**WHEREAS,** The City frequently enters into franchise agreements with different entities that involves the use of advertisement on trash containers placed in the public right of ways; and

**WHEREAS,** The City wishes to facilitate the placement of other signs away for the advertisement signs placed on the trash containers under the franchise agreements entered into with the City; and

**WHEREAS,** The City wishes create a clean and pleasant view in the right of way in the triangle formed at the intersections; and

**WHEREAS,** The facilitation of the distance placement of signs in the right of way from 20 feet away from waste containers furthers the City's goal of ensuring protecting the franchise agreements between the parties; and

**WHEREAS,** The facilitation of not placing signs in the area of a triangle formed by the intersection property lines creates area that is clean; and

**WHEREAS,** The City wishes to include in Section 15.08.120 that signs placed in the right of way are placed twenty (20) feet from trash containers pursuant to the terms of the franchise agreement(s); and

**ORDINANCE NO. \_\_\_\_\_**

20-1005-1921 /1046697

Sign Placement in the Right of Way Amendment

WNV



**WHEREAS,** The City wishes to eliminate signs placed in the area of a triangle formed by the intersecting property lines and a diagonal line in joining the property line at points twenty (20) feet from the intersection at any corner lot; and

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

**SECTION 1.** That Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.120 (Special Privilege Licenses and Permits), Subsection (H) (Exceptions) be amended to add to paragraph 12 a new section (k) and (j) as follows:

k. The sign may not be placed closer than twenty (20) feet to a waste container placed in the right of way pursuant to a franchise agreement issued by the City.

j. The sign may not be placed in that area of a triangle formed by the intersecting property lines and a diagonal line joining the property line at points twenty (20) feet from their intersection of any corner lot.

**SECTION 2.** Except as amended herein, Title 15 and Chapter 15.08 remain in full force and effect.

**ADOPTED THIS** \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF EL PASO**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Pine  
City Clerk

**APPROVED AS TO FORM:**



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

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Ellen Smyth  
Environmental Services Department

**ORDINANCE NO.** \_\_\_\_\_

20-1005-1921 /1046697  
Sign Placement in the Right of Way Amendment  
WNV



# Temporary Signs on the Right-of-Way

Minor Revision to Chapter 15.08, Public Services  
Environmental Services

## Strategic Goal 3.1

- Improve the visual impression of the community (gateways, corridors, intersections, and parkland)

## City Rights of Way

- The City regulates various public services in Title 15 of the El Paso City Code, which includes City rights of way (ROW)
- Chapter 15.08 regulates temporary signs placed in the ROW in the following manner:
  - Size
  - Construction
  - Allowable hours



## Ongoing Issue

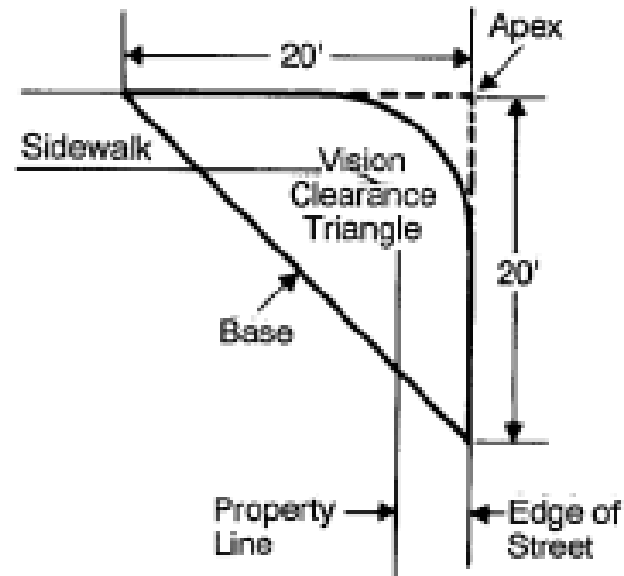
- City grants franchises to companies who place waste containers with advertising panels at street intersections
- City ordinance allows individuals to place temporary signs on the right of way, provided certain conditions (time of day, construction, size) are met
- Signs placed too closely to the franchised container creates clutter and obstructs the view of the advertising panels



## Recommendation

- Prohibit temporary signs allowed in the right of way from being placed closer than 20 feet to a franchised container
- Prohibit temporary signs within a 20-ft. triangle at intersections

## Triangle at Intersection of Corner Property Lines



## Proposed Chapter 15.08.120 Amendments

- The sign may not be placed closer than twenty (20) feet to a waste container placed in the right of way pursuant to a franchise agreement issued by the City.
- The sign may not be placed in that area of a triangle formed by the intersecting property lines and a diagonal line joining the property line at points twenty (20) feet from their intersection of any corner lot.





## Mission

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## Values

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# Temporary Signs on the Right-of-Way

Minor Revision to Chapter 15.08, Public Services  
Environmental Services

## Strategic Goal 3.1

- Improve the visual impression of the community (gateways, corridors, intersections, and parkland)

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- Chapter 15.08 regulates temporary signs placed in the ROW in the following manner:
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## Ongoing Issue

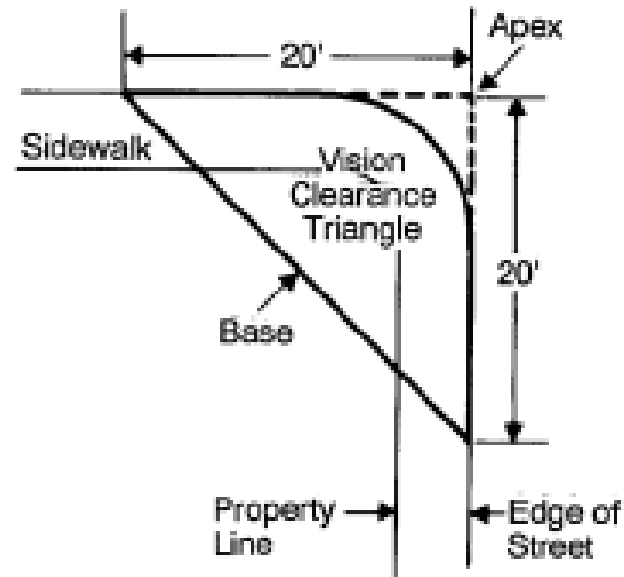
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## Recommendation

- Prohibit temporary signs allowed in the right of way from being placed closer than 20 feet to a franchised container
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## Triangle at Intersection of Corner Property Lines



## Proposed Chapter 15.08.120 Amendments

- The sign may not be placed closer than twenty (20) feet to a waste container placed in the right of way pursuant to a franchise agreement issued by the City.
- The sign may not be placed in that area of a triangle formed by the intersecting property lines and a diagonal line joining the property line at points twenty (20) feet from their intersection of any corner lot.





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Integrity, Respect, Excellence, Accountability, People



Legislation Text

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**File #: 21-367, Version: 1**

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

**District 2**

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

Planning and Inspections, Luis Zamora, (915) 212-1552

**PUBLIC HEARING DATE:** 4/13/2021

**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 vacating city right-of-way over Guadalupe Pass Drive Right-of-Way, Hueco Pass Drive Right-of-Way, and Picacho Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, City of El Paso, El Paso County, Texas

Subject Property: North of Montana Ave. and East of Global Reach Dr.

Applicant: Brock & Bustillos, Inc. SURW21-00001

**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?*

The applicant seeks to vacate the existing Picacho Pass Drive, Hueco Pass Drive, and Guadalupe Pass Drive right-of-ways located within Butterfield Trail Aviation Park Unit Three to allow for construction on the site. City Plan Commission recommended 8-0 to approve the proposed Right-of-Way (ROW) Vacation on February 25, 2021. As of March 23, 2021, staff has received no communication in support or opposition of the request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

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

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:** March 30, 2021

**PUBLIC HEARING DATE:** April 13, 2021

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

**DISTRICT(S) AFFECTED:** 2

**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 vacating city right-of-way over Guadalupe Pass Drive Right-of-Way, Hueco Pass Drive Right-of-Way, and Picacho Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, City of El Paso, El Paso County, Texas

Subject Property: North of Montana Ave. and East of Global Reach Dr.  
Applicant: Brock & Bustillos, Inc. SURW21-00001

**BACKGROUND / DISCUSSION:**

The applicant seeks to vacate the existing Picacho Pass Drive, Hueco Pass Drive, and Guadalupe Pass Drive right-of-ways located within Butterfield Trail Aviation Park Unit Three to allow for construction on the site. City Plan Commission recommended 8-0 to approve the proposed Right-of-Way (ROW) Vacation on February 25, 2021. As of March 23, 2021, staff has received no communication in support or opposition of the 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:**

*Philip Etiwe*

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Philip F. Etiwe – Planning and Inspections Director



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE VACATING CITY RIGHT-OF-WAY OVER GUADALUPE PASS DRIVE RIGHT-OF-WAY, HUECO PASS DRIVE RIGHT-OF-WAY, AND PICACHO PASS DRIVE RIGHT-OF-WAY WITHIN BUTTERFIELD TRAIL AVIATION PARK UNIT THREE, CITY OF EL PASO, EL PASO COUNTY, TEXAS**

**WHEREAS**, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being Guadalupe Pass Drive Right-of-Way, Hueco Pass Drive Right-of-Way, and Picacho Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, City of El Paso, El Paso County, Texas;and,

**WHEREAS**, after public hearing the City Plan Commission recommended that Guadalupe Pass Drive Right-of-Way, Hueco Pass Drive Right-of-Way, and Picacho Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, City of El Paso, El Paso County, Texas, should be vacated and the City Council finds that said right-of-way is not needed for public use and should be vacated as recommended;

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

That a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as a 3.8250 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Guadalupe Pass Drive Right-of-Way, a 2.2621 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Hueco Pass Drive Right-of-Way, and 3.7979 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Picacho Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference is hereby vacated.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated property to City of El Paso.

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

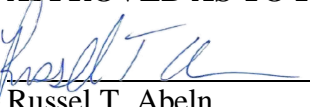
**THE CITY OF EL PASO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
Russel T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
Philip F. Efiwe, Director  
Planning & Inspections Department

*(Quitclaim Deed on following page)*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS    }  
                                              } **QUITCLAIM DEED**

COUNTY OF EL PASO    }

That approved by the City Council of the City of El Paso and described as a 3.8250 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Guadalupe Pass Drive Right-of-Way, a 2.2621 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Hueco Pass Drive Right-of-Way, and 3.7979 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Picacho Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, **CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds in consideration of the receipt by the **CITY OF EL PASO** of Ten Dollars (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto City of El Paso, (the "Grantee"), all its rights, title, interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. \_\_\_\_\_, passed and description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

**WITNESS the following signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**CITY OF EL PASO**

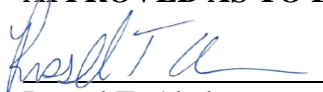
**ATTEST:**

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

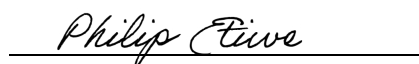
\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**



Russel T. Abeln  
Assistant City Attorney



Philip F. Etiwe, Director  
Planning and Inspections Department

*(Acknowledgement on following page)*

## ACKNOWLEDGMENT

[illegible]

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Tomás González, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas  
Notary's Printed or Typed Name:

My Commission Expires:

**AFTER FILING RETURN TO:**  
**City of EL Paso**  
**300 N. Campbell**  
**El Paso, Texas 79901**



**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

# Exhibit "A"

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

## METES AND BOUNDS DESCRIPTION (GUADALUPE PASS DRIVE) PARCEL 1

*A 3.8250 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Guadalupe Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, as recorded in File No. 2008008611, El Paso County Plat Records and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a city monument found at the centerline intersection of George Perry Boulevard (120 feet wide) and the right-of-way centerline of Guadalupe Pass Drive (76 feet wide); **WHENCE**, a city monument found along the centerline of said George Perry Boulevard and 27.9 feet west of the centerline of Walter Jones Boulevard (180 feet wide) bears, North 45°41'01" East, a distance of 1,577.90 feet; **THENCE**, leaving the centerline of said George Perry Boulevard and following the centerline of said Guadalupe Pass Drive, South 45°14'59" East, a distance of 60.00 feet to the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, North 45°41'01" East, a distance of 83.74 feet to the beginning of a non-tangent curve to the left;

**THENCE**, along the arc of said non-tangent curve to the left having a radius of 45.00 feet, a central angle of 90°56'00", an arc length of 71.42 feet and whose long chord bears South 00°13'01" West, a distance of 64.16 feet to a point of tangency;

**THENCE**, South 45°14'59" East, a distance of 1,697.15 feet to a point of curvature;

**THENCE**, along the arc of a curve to the left having a radius of 45.00 feet, a central angle of 55°04'53", an arc length of 43.26 feet and whose long chord bears South 72°47'25" East, a distance of 41.61 feet to a point of reverse curvature;

**THENCE**, along the arc of a curve to the right having a radius of 100.00 feet, a central angle of 290°09'45", an arc length of 506.43 feet and whose long chord bears South 44°45'01" West, a distance of 114.48 feet to a point of reverse curvature;

**THENCE**, along the arc of a curve to the left having a radius of 45.00 feet, a central angle of 55°04'53", an arc length of 43.26 feet and whose long chord bears North 17°42'33" West, a distance of 41.61 feet to a point of tangency;

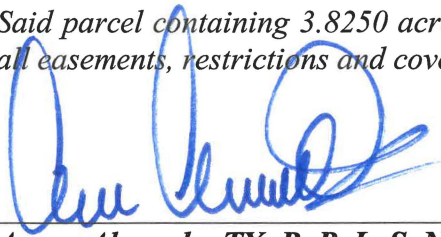
**THENCE**, North 45°14'59" West, a distance of 1,699.85 feet to a point of curvature;

**THENCE**, along the arc of a curve to the left having a radius of 45.00 feet, a central angle of 89°04'00", an arc length of 69.95 feet and whose long chord bears North 89°46'59" West, a distance of 63.12 feet to the end of said curve;



**THENCE**, North 45°41'01" East, a distance of 82.28 feet to the **POINT OF BEGINNING**.

*Said parcel containing 3.8250 acres (166,619.1 square feet), more or less, and being subject to all easements, restrictions and covenants of record.*



**Aaron Alvarado, TX. R. P. L. S. No. 6223**

**Date: December 23, 2020**

**05100-106-ROW VACATION-PARCEL 1-DESC.doc**





# Exhibit "A"

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

## METES AND BOUNDS DESCRIPTION (HUECO PASS DRIVE) PARCEL-2

*A 2.2621 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Hueco Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, as recorded in File No. 2008008611, El Paso County Plat Records and being more particularly described by metes and bounds as follows:*

**COMMENCING** for reference at a city monument found at the centerline intersection of George Perry Boulevard (120 feet wide) and the right-of-way centerline of Guadalupe Pass Drive (76 feet wide); **WHENCE**, a city monument found along the centerline of said George Perry Boulevard and 27.9 feet west of the centerline of Walter Jones Boulevard (180 feet wide) bears, North 45°41'01" East, a distance of 1,577.90 feet; **THENCE**, leaving the centerline of said George Perry Boulevard and following the centerline of said Guadalupe Pass Drive, South 45°14'59" East, a distance of 60.00 feet; **THENCE**, North 45°41'01" East, a distance of 83.74 feet to the beginning of a non-tangent curve to the left; **THENCE**, along the arc of said non-tangent curve to the left having a radius of 45.00 feet, a central angle of 90°56'00", an arc length of 71.42 feet and whose long chord bears South 00°13'01" West, a distance of 64.16 feet to a point of tangency; **THENCE**, South 45°14'59" East, a distance of 660.51 feet to a point of curvature and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, along the arc of a curve to the left having a radius of 45.00 feet, a central angle of 90°00'00", an arc length of 70.69 feet and whose long chord bears North 89°45'01" East, a distance of 63.64 feet to a point of tangency;

**THENCE**, North 44°45'01" East, a distance of 790.00 feet to a point of curvature;

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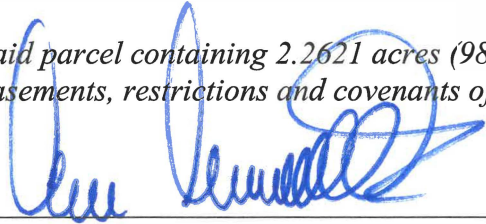
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**Aaron Alvarado, TX. R. P. L. S. No. 6223**

**Date: December 23, 2020**

**05100-106-ROW VACATION-PARCEL 2-DESC.doc**



# Exhibit "A"



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Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

## METES AND BOUNDS DESCRIPTION (PICACHO PASS DRIVE) PARCEL-3

*A 3.7979 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Picacho Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, as recorded in File No. 2008008611, El Paso County Plat Records and being more particularly described by metes and bounds as follows:*

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**THENCE**, North 45°41'01" East, a distance of 166.02 feet to the beginning of a no curve to the left;

**THENCE**, along the arc of said non-tangent curve to the left having a radius of 45.00 fea central angle of 90°56'00", an arc length of 71.42 feet and whose long chord bears South 00°13'01" West, a distance of 64.16 feet to a point of tangency;

**THENCE**, South 45°14'59" East, a distance of 1,681.57 feet to a point of curvature;

**THENCE**, along the arc of a curve to the left having a radius of 45.00 feet, a central angle of 55° 04'53", an arc length of 43.26 feet and whose long chord bears South 72°47'25" East, a distance of 41.61 feet to a point of reverse curvature;

**THENCE**, along the arc of a curve to the right having a radius of 100.00 feet, a central angle of 290°09'45", an arc length of 506.43 feet and whose long chord bears South 44°45'01" West, a distance of 114.48 feet to a point of reverse curvature;

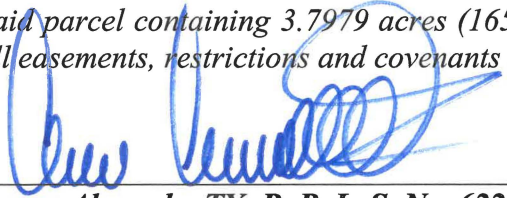
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Said parcel containing 3.7979 acres (165,435.2 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



**Aaron Alvarado, TX. R. P. L. S. No. 6223**

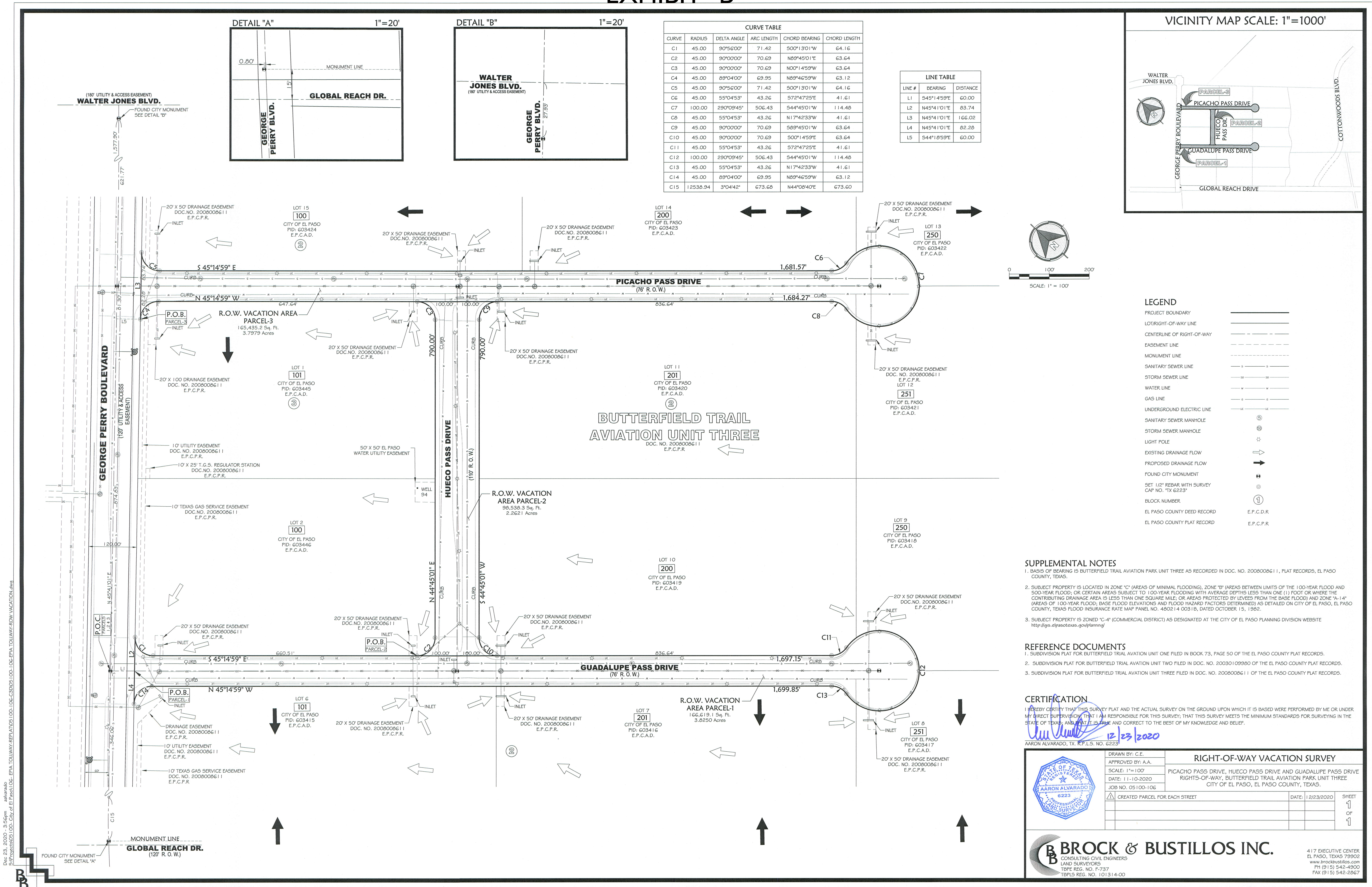
**Date: December 23, 2020**

**05100-106-ROW VACATION-PARCEL 3-DESC.doc**





## EXHIBIT "B"





# El Paso International Airport Right-of-Way Vacation



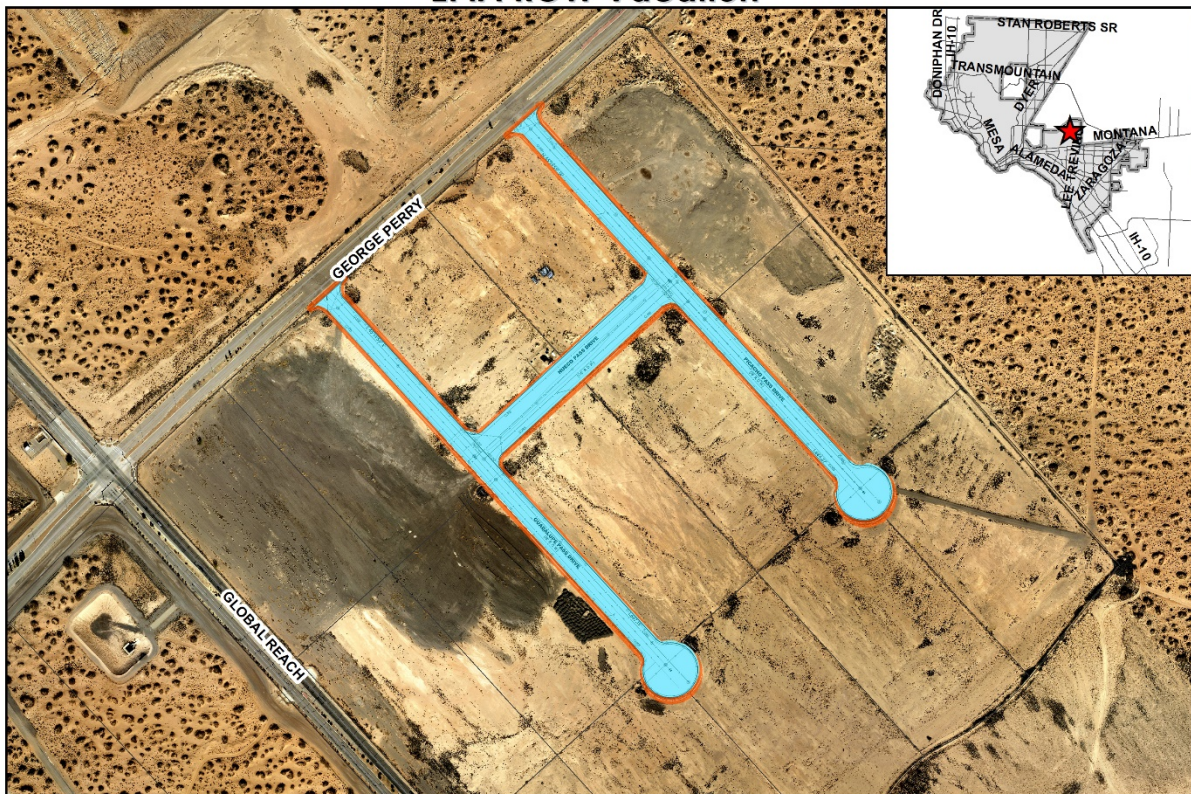
City Plan Commission — February 25, 2021 **REVISED**

<b>CASE NUMBER/TYPE:</b>	<b>SURW21-00001 – RIGHT-OF-WAY VACATION</b>
<b>CASE MANAGER:</b>	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
<b>PROPERTY OWNER:</b>	City of El Paso
<b>REPRESENTATIVE:</b>	Brock & Bustillos, Inc.
<b>LOCATION:</b>	North of Montana Ave. and East of Global Reach Dr. (District 2)
<b>PROPERTY AREA:</b>	9.885 acres
<b>ZONING DISTRICT(S):</b>	C-4 (Commercial)
<b>RELATED APPLICATIONS:</b>	SUSU20-00087 Butterfield Trail Aviation Park Unit Three Replat "A"
<b>PUBLIC INPUT:</b>	No opposition received as of 02/18/2021

**SUMMARY OF RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITIONS** of El Paso International Airport Right-of-Way (ROW) Vacation subject to the following condition.

- That the recording of Butterfield Trail Aviation Park Unit Three Replat "A" and the approval of El Paso International Airport Right-of-Way Vacation happen concurrently to avoid landlocking of lots.
- Prior to City Council, the applicant and utility companies find resolution of existing utility infrastructure located within the subject alley.

## EPIA ROW Vacation



This map is designed for illustrative purposes only. The features depicted here are approximate and more site specific studies may be required to show accurate conclusions. The boundaries of this map to scales greater than its original can include 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

0 155 310 620 930 1,240 Feet



Figure A: Proposed plat with surrounding area

**DESCRIPTION OF REQUEST:** The applicant seeks to vacate the existing Picacho Pass Drive, Hueco Pass Drive, and Guadalupe Pass Drive right-of-ways located within Butterfield Trail Aviation Park Unit Three. The subject right-of-ways are paved and have light fixtures. Furthermore, there are El Paso Water mains, which are to be abandoned in place to allow for construction on the site.

**CASE HISTORY/RELATED APPLICATIONS:** El Paso International Airport Right-of-Way Vacation (SURW21-00001) was approved for a two-week postponement by City Plan Commission on February 11, 2021. Butterfield Trail Aviation Park Unit Three Replat "A" (SUSU20-00087) seeks City Plan Commission (CPC) approval on a resubdivision combination basis.

**NEIGHBORHOOD CHARACTER:** Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	C-4 (Commercial) / Vacant
South	C-4 (Commercial) / Vacant
East	C-4 (Commercial) / Vacant
West	C-4 (Commercial) / Vacant
Nearest Public Facility and Distance	
Park	Edgemere/Freeport Park Pond (3.16 mi.)
School	Rel Washington Elementary School (3.29 mi.)
Plan El Paso Designation	
G7, Industrial and/or Railyards	
Impact Fee Service Area	
N/A	

**PUBLIC COMMENT:** Notices of the proposed right-of-way vacation were sent on January 27, 2021 to all property owners within 300 feet of the subject property. As of February 18, 2021, staff has not received any public communication regarding this request.

**CITY PLAN COMMISSION OPTIONS:**

The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

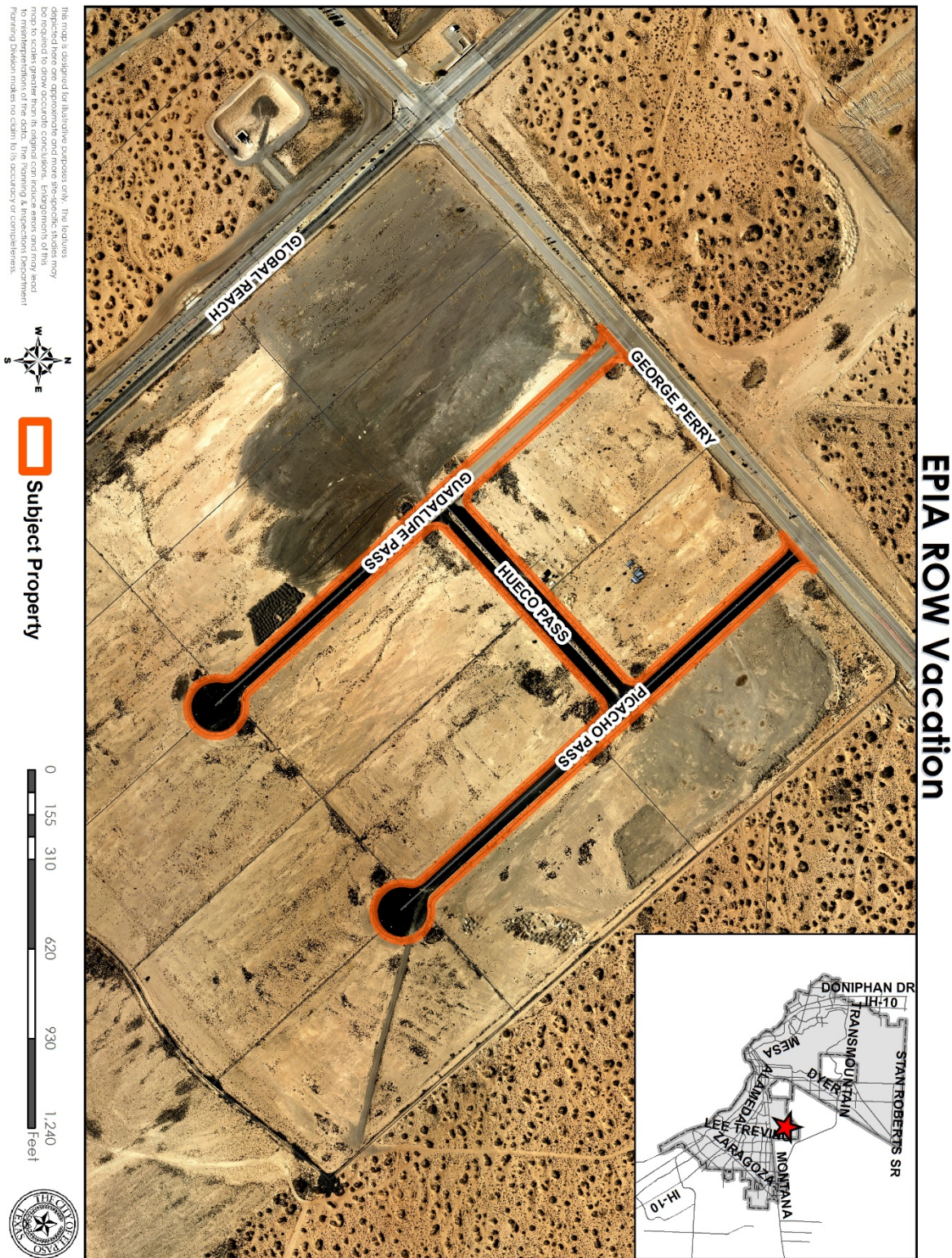
1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code.
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

**ATTACHMENTS:**

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

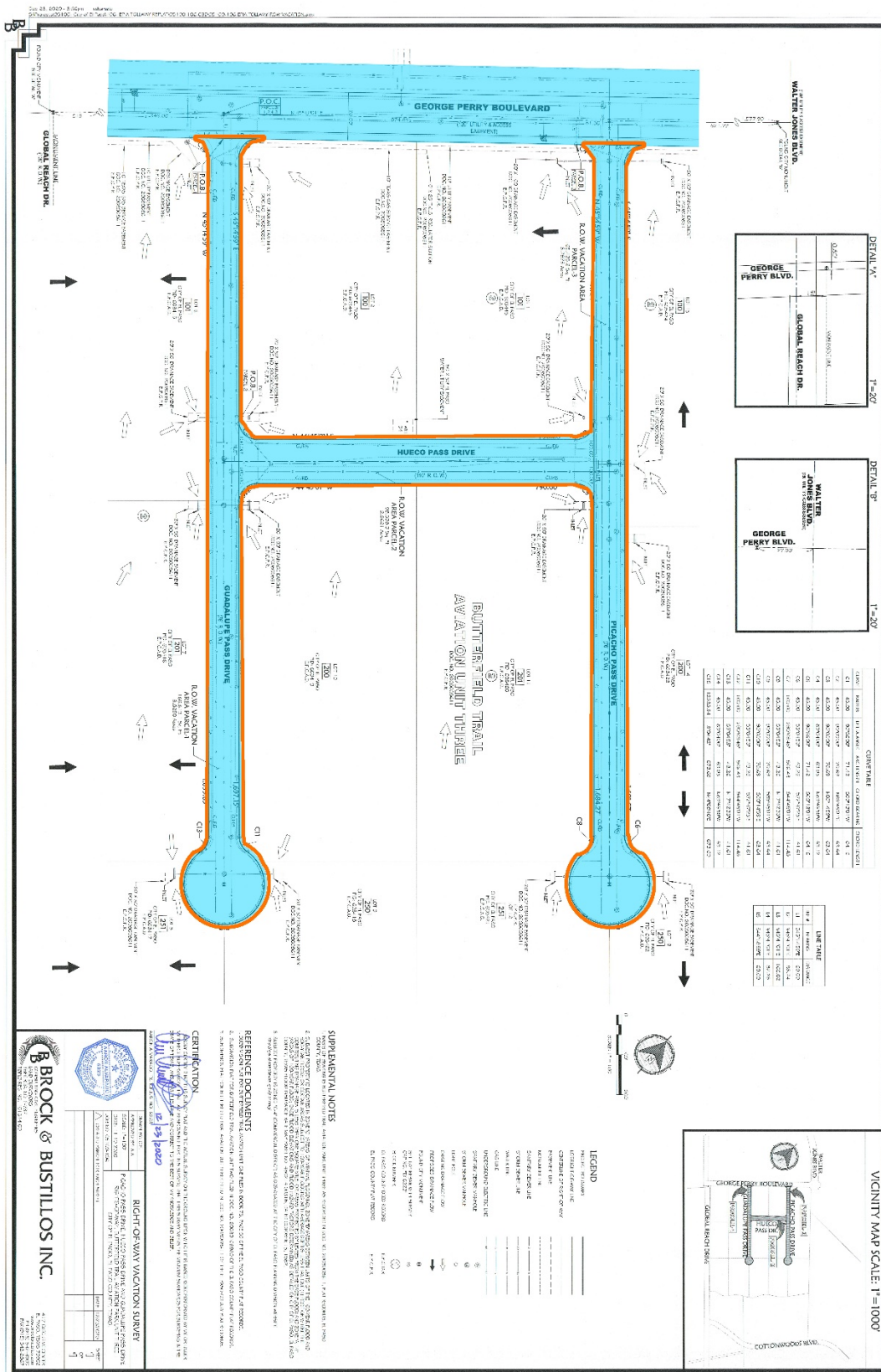


# ATTACHMENT 1





# ATTACHMENT 2



# ATTACHMENT 3



**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS    URBAN DESIGNERS    LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President  
RANDY P. BROCK, P.E.  
Executive Vice President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying  
TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

## METES AND BOUNDS DESCRIPTION (GUADALUPE PASS DRIVE) PARCEL 1

*A 3.8250 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Guadalupe Pass Drive Right-of-Way within Butterfield Trail Aviation Park Unit Three, as recorded in File No. 2008008611, El Paso County Plat Records and being more particularly described by metes and bounds as follows:*

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**THENCE**, North 45°41'01" East, a distance of 83.74 feet to the beginning of a non-tangent curve to the left;

**THENCE**, along the arc of said non-tangent curve to the left having a radius of 45.00 feet, a central angle of 90°56'00", an arc length of 71.42 feet and whose long chord bears South 00°13'01" West, a distance of 64.16 feet to a point of tangency;

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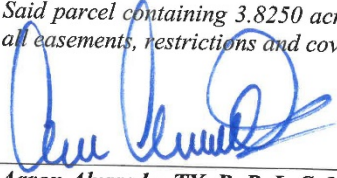
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Date: December 23, 2020

05100-106-ROW VACATION-PARCEL 1-DESC.doc







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**METES AND BOUNDS DESCRIPTION**  
**(HUECO PASS DRIVE)**  
**PARCEL-2**

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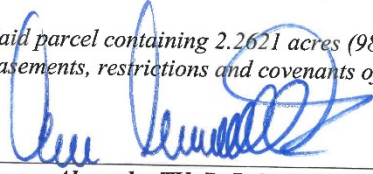
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**METES AND BOUNDS DESCRIPTION**  
**(PICACHO PASS DRIVE)**  
**PARCEL-3**

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Aaron Alvarado, TX. R. P. L. S. No. 6223

Date: December 23, 2020

05100-106-ROW VACATION-PARCEL 3-DESC.doc





# ATTACHMENT 4



## VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: December 4, 2020

File No. SURW21-00001

1. APPLICANTS NAME City of El Paso (EPIA)  
ADDRESS 300 N. Campbell ZIP CODE 79901 TELEPHONE 915-212-0000
2. Request is hereby made to vacate the following: (check one)  
Street ☒ Alley ☐ Easement ☐ Other ☐  
Street Name(s) Picacho Pass Dr, Hueco Pass Dr, Guadalupe Pass Dr Subdivision Name Butterfield Trail Aviation Park Unit 3  
Abutting Blocks 2 & 3 Abutting Lots 1 & 2; 6 - 15
3. Reason for vacation request: Re-platting all unit 3 into one lot and need to remove all improved streets.
4. Surface Improvements located in subject property to be vacated:  
None ☐ Paving ☒ Curb & Gutter ☒ Power Lines/Poles ☒ Fences/Walls ☐ Structures ☐ Other ☒
5. Underground Improvements located in the existing rights-of-way:  
None ☐ Telephone ☐ Electric ☒ Gas ☐ Water ☒ Sewer ☒ Storm Drain ☒ Other ☐
6. Future use of the vacated right-of-way:  
Yards ☒ Parking ☒ Expand Building Area ☒ Replat with abutting Land ☒ Other ☐
7. Related Applications which are pending (give name or file number): SUFR20-00152  
Zoning ☐ Board of Adjustment ☐ Subdivision ☒ Building Permits ☐ Other ☐
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
<u>City of El Paso</u>	<u>All of Butterfield Trail Aviation Park Unit 3</u>	<u>915-212-7337</u>
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE: [Signature]

REPRESENTATIVE SIGNATURE: [Signature]

REPRESENTATIVE (PHONE): 915-542-4900 ext. 36

REPRESENTATIVE (E-MAIL): aaron@brockbusillos.com

**NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.**

Planning & Inspections Department  
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

# **ATTACHMENT 5**

## **Planning and Inspections Department- Planning Division**

1. The recording of Butterfield Trail Aviation Park Unit Three Replat "A" and the approval of El Paso International Airport Right-of-Way Vacation to happen concurrently to avoid landlocking of lots.
2. Prior to City Council, the applicant and utility companies find resolution of existing utility infrastructure located within the subject alley

## **Planning and Inspections Department- Land Development Division**

No objections to ROW vacation.

## **Parks and Recreation:**

We have reviewed **EPIA ROW Vacation** survey map and on behalf of Parks & Recreation Department we offer "No" objections to this proposed Street Right-of-way vacation request.

## **Sun Metro:**

No adverse comments.

## **Fire Department:**

No objections.

## **Streets and Maintenance Department:**

No objections.

## **Capital Improvement Department**

No comments received.

## **El Paso Water Utilities:**

EPWater does not objects to this request.

The mains are to be abandoned in place. The Developer's is responsible for all costs associated with the abandonment of these mains.

## **Water:**

There is an existing 12-inch and 8-inch diameter water main that extends along the southside of Guadalupe Pass Drive.

There is an existing 12-inch and 8-inch diameter water main that extends along the south side of Picacho Pass Drive.

There is an existing 12-inch diameter water main that extends along the east side of Hueco Pass Drive.

Previous water pressure readings from fire hydrant #8258 located on George Perry Blvd. approximately 1,789-feet east of Global Reach Blvd., have yielded a static pressure of 82 psi, a residual pressure of 60 psi, and a discharge flow of 1,061 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief

valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

**Sanitary Sewer:**

There is an existing 8-inch diameter sewer main that extends along the north side of Guadalupe Pass Drive.

There is an existing 8-inch diameter sewer main that extends along the north side of Picacho Pass Drive.

There is an existing 8-inch diameter sewer main that extends along the south side of Hueco Pass Drive.

**General:**

EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

**Texas Gas**

No comments received.

**El Paso Electric**

1. A utility easement along the Guadalupe Pass Drive and Hueco Pass Drive will remain in favor of El Paso Electric Company and their successors and assigns for the infrastructure in existence in the roadway on the date of this vacating ordinance. The rights granted by this utility easement include rights of access, operation, inspection, repair, replacement with like-kind infrastructure, removal, and maintenance by El Paso Electric Company and their successors and assigns.
2. The applicant will need to coordinate with EPE Engineering Department to request removal or relocation of existing facilities
3. Future land rights shall be granted by separate instrument.

**Spectrum:**

We have reviewed your request for the above referenced locations, and Spectrum Communications hereby states there are no objections with the proposed ROW vacation within the limits of Picacho Pass, Hueco Pass & Guadalupe Pass, El Paso, TX. Spectrum Communications retains the right of access to any remaining partial or full utility easements on the property for the purpose of future construction or maintenance of existing facilities.

**El Paso County 911 District**

No comments received.

**Texas Department of Transportation**

Proposed development is not abutting TxDOT right of way.

**El Paso County**

No comments received.

**El Paso County Water Improvement District #1**

Not within the boundaries of EPCWID.





ITEM 41

# El Paso International Airport Right-of-Way Vacation ROW Vacation

SURW21-00001



**Strategic Goal 3.**

Promote the Visual  
Image of El Paso



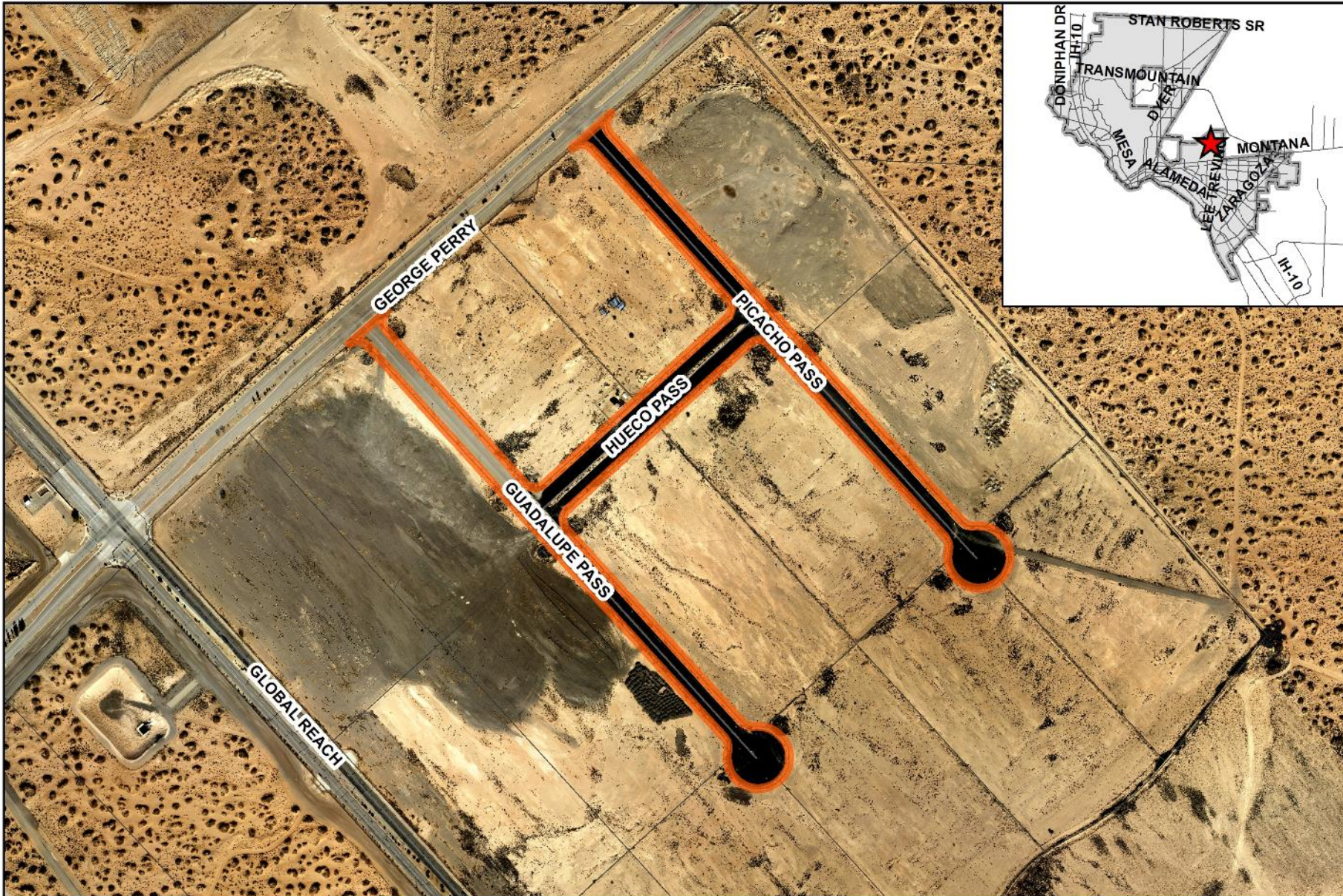


## Recommendation

- Staff recommends approval of El Paso International Airport Right-of-Way Vacation.
- City Plan Commission recommended conditional approval (8-0) of El Paso International Airport Right-of-Way Vacation on February 25, 2021. The conditions were the following:
  - That the recording of Butterfield Trail Aviation Park Unit Three Replat “A” and the approval of El Paso International Airport Right-of-Way Vacation happen concurrently to avoid landlocking of lots.
  - Prior to City Council, the applicant and utility companies find resolution of existing utility infrastructure located within the subject alley.



# EPIA ROW Vacation



## Aerial Map

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**

0 155 310 620 930 1,240 Feet









# Existing Conditions



# Public Input

- Notice of public hearing was published in the El Paso Times on January 29, 2021
- Notices were mailed to property owners within 200 feet on January 27, 2021.
- The Planning Division did not receive any communications in support nor opposition to the request.



## Mission

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



## Vision

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



## Values

Integrity, Respect, Excellence, Accountability, People





Legislation Text

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**File #: 21-348, Version: 1**

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

**All Districts**

Environmental Services, Ellen Smyth (915) 212-6060

**PUBLIC HEARING DATE:** 4/13/2021

**STRATEGIC GOAL:**

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

**SUBGOAL:** 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions

**SUBJECT:**

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

An Ordinance amending Title 9 (Health and Safety), Chapter 9.04 (Solid Waste Management), section 9.04.010 to address the Need For Safe Access (NFSA) to residential properties by the Environmental Services Department, promoting greater safety and improved customer service by providing the Director of the Department or Appointee of the Director the authority to establish a policy related to the Need For the Safe Access (NFSA) for residential properties abutting a private street or alley and to require such property owner or citizen of the City of El Paso to adhere to that policy or, if adherence is not possible, said property owner shall be required to secure solid waste collection service from a permitted hauler other than the Department in an effort to promote greater safety and improved service to the citizens of El Paso in the collection of solid waste and recyclables at residential properties through 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:** Environmental Services

**AGENDA DATE:** Introduction: March 30, 2021  
Public Hearing: April 13, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Ellen A. Smyth (915) 212-6000

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

**STRATEGIC GOAL:** Goal 8.6 : Provide long-term, cost effective, sustainable regional solid waste solutions

**SUBJECT:**

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.04 (SOLID WASTE MANAGEMENT), SECTION 9.04.010 TO ADDRESS THE NEED FOR SAFE ACCESS (NFSA) TO RESIDENTIAL PROPERTIES BY THE ENVIRONMENTAL SERVICES DEPARTMENT, PROMOTING GREATER SAFETY AND IMPROVED CUSTOMER SERVICE BY PROVIDING THE DIRECTOR OF THE DEPARTMENT OR APPOINTEE OF THE DIRECTOR THE AUTHORITY TO ESTABLISH A POLICIES RELATED TO THE NEED FOR THE SAFE ACCESS (NFSA) FOR RESIDENTIAL PROPERTIES ABUTTING A PRIVATE STREET OR ALLEY AND TO REQUIRING SUCH PROPERTY OWNER OR CITIZEN OF THE CITY OF EL PASO TO ADHERE TO THAT POLICY OR, IF ADHERENCE IS NOT POSSIBLE, SAID PROPERTY OWNER SHALL BE REQUIRED TO SECURE SOLID WASTE COLLECTION SERVICE FROM A PERMITTED HAULER OTHER THAN THE DEPARTMENT IN AN EFFORT TO PROMOTE GREATER SAFETY AND IMPROVED SERVICE TO THE CITIZENS OF EL PASO IN THE COLLECTION OF SOLID WASTE AND RECYCLABLES AT RESIDENTIAL PROPERTIES THROUGH THE CITY OF EL PASO.

**BACKGROUND / DISCUSSION:**

In order to safely access residential properties that are accessed by Environmental Services vehicles on a private street or alley, such as gated communities, mobile home parks and ranch/farm homesteads, it is necessary to authorize the Director to establish a policy for a safe and consistent approach to provide waste and recycling services to these communities. Narrow drive paths, poorly maintained surfaces, overhead obstructions and lack of turn space present frequent hazards to ESD truck drivers. The policy will allow the department to identify hazards, propose accommodations, and require a service agreement with the neighborhood for waste collection. In the event that the customer does not wish to address the safety hazards, they may contract a private hauler for service in lieu of ESD.

**PRIOR COUNCIL ACTION:**

N/A

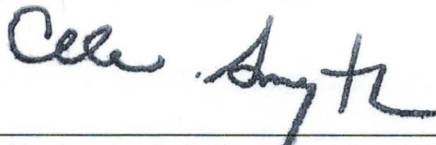
**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:** Ellen A. Smyth, P.E.



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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.04 (SOLID WASTE MANAGEMENT), SECTION 9.04.010 TO ADDRESS THE NEED FOR SAFE ACCESS (NFSA) TO RESIDENTIAL PROPERTIES BY THE ENVIRONMENTAL SERVICES DEPARTMENT, PROMOTING GREATER SAFETY AND IMPROVED CUSTOMER SERVICE BY PROVIDING THE DIRECTOR OF THE DEPARTMENT OR APPOINTEE OF THE DIRECTOR THE AUTHORITY TO ESTABLISH POLICIES RELATED TO THE NEED FOR THE SAFE ACCESS (NFSA) FOR RESIDENTIAL PROPERTIES ABUTTING A PRIVATE STREET OR ALLEY AND REQUIRING SUCH PROPERTY OWNER OR CITIZEN OF THE CITY OF EL PASO TO ADHERE TO THAT POLICY OR, IF ADHERENCE IS NOT POSSIBLE, SAID PROPERTY OWNER SHALL BE REQUIRED TO SECURE SOLID WASTE COLLECTION SERVICE FROM A PERMITTED HAULER OTHER THAN THE DEPARTMENT IN AN EFFORT TO PROMOTE GREATER SAFETY AND IMPROVED SERVICE TO THE CITIZENS OF EL PASO IN THE COLLECTION OF SOLID WASTE AND RECYCLABLES AT RESIDENTIAL PROPERTIES THROUGH THE CITY OF EL PASO.**

**WHEREAS,** Section 9.04.010 defines the creation and purpose of the Environmental Services Department (Department); and

**WHEREAS,** Section 9.04-010 demonstrates the purpose of the Department; and

**WHEREAS,** The City provides waste and recycling collection services throughout the City of El Paso; and

**WHEREAS,** The City wishes to grant the director or assignee of the director of Environmental Services Department to promulgate policies to address the Need For Safe Access (NFSA) to residential properties abutting a private street or alley; and

**WHEREAS,** the requirement of the property owner or citizen to adhere to a policy that promotes NFSA to private streets or alleys promotes greater safety and improved service to the Property Owners/Citizens of the City of El Paso; and

**WHEREAS,** property owners will be required to adhere to the policy of NFSA to the residential properties by allowing safe entrance to the property by Department solid waste and recycling trucks promotes greater safety and improved service to the Property Owners/Citizens of the City of El Paso; and

**WHEREAS,** if property owners are unable to adhere to the NFSA policy; said Property Owners/Citizens will be required to secure solid waste collection services from a permitted hauler other than the department; and

**ORDINANCE NO. \_\_\_\_\_**

18-1005-1668.001/1063507

9.04 Amendment – Private Street Policy (NFSA)

WNV

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

**SECTION 1. El Paso City Code Title 9, Chapter 9.04, Article I, Subsection 9.04.010 is amended as follows:**

9.04.010 - Creation and purpose of department.

The city is responsible for public health, cleanliness and sanitation in El Paso. The purpose of this chapter is to provide for protection of the health, safety and welfare of the residents of the city by prescribing minimum standards for the generation, storage, collection, transportation and disposal of solid waste and related matter, by providing for the issuance of permits to persons engaging in those activities, by providing for the payment of fees, and by providing for enforcement techniques, including inspections of premises and equipment, the revocation of permits and the issuance of citations. The department of environmental services was created to carry out this purpose as well as to oversee and perform duties and services relating to areas of environmental concerns, including ordinance, statutory and other regulatory enforcement by the director and his designees and by the employees in the code enforcement division of the department, who shall also have enforcement authority as authorized and provided in this Code; and to generally perform duties and services relating to areas of public health, animal related regulatory services, cleanliness and sanitation concerns as to be determined by the city manager. In partial furtherance of the purpose discussed herein, curbside recycling reduces the amount of refuse sent to landfills.

The director of the department or appointee by the director shall have the authority to establish a policy related to the need for safe access (NFSA) for residential properties abutting a private street or alley and to require such property owner or citizen of the City of El Paso to adhere to that policy or shall be required to secure solid waste collection service from a permitted hauler other than the department to promote greater safety and improved service to the citizens of El Paso in the collection of solid waste and recyclables at residential properties throughout the City of El Paso.

**SECTION 2. Except as amended herein, Title 9 and Chapter 9.04 remain in full force and effect.**

**ORDINANCE NO. \_\_\_\_\_**

18-1005-1668.001/1063507

9.04 Amendment – Private Street Policy (NFSA)

WNV



ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF EL PASO**

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

**ATTEST:**

\_\_\_\_\_  
Laura Pine  
City Clerk

**APPROVED AS TO FORM:**

*Wendi N. Vineyard*

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

**APPROVED AS TO CONTENT:**

*Ellen Smyth*

\_\_\_\_\_  
Ellen Smyth  
Environmental Services Department

**ORDINANCE NO.** \_\_\_\_\_

18-1005-1668.001/1063507

9.04 Amendment – Private Street Policy (NFSA)

WNV



# Need for Safe Access Policy

Minor Revision to Chapter 9.04, Solid Waste  
Environmental Services

## Strategic Goal 8.6

- Provide long-term, cost effective, sustainable regional solid waste solutions

## Customer Service

- Environmental Services strives to achieve the highest standard of customer service for our customers
- ESD continues to look for opportunities to improve service
- By evaluating safety hazards along collection routes, accommodations may be made to improve driver safety and minimize disruption to waste or recycling collections



## Ongoing Issues

- Private streets and alleys have varying degrees of design standards, based on the year they were constructed and whether they were within City jurisdiction when constructed
- Private streets and alleys are not maintained by the City
- Gated communities, rural homesteads and mobile home communities pose multiple safety hazards for ESD collection vehicles

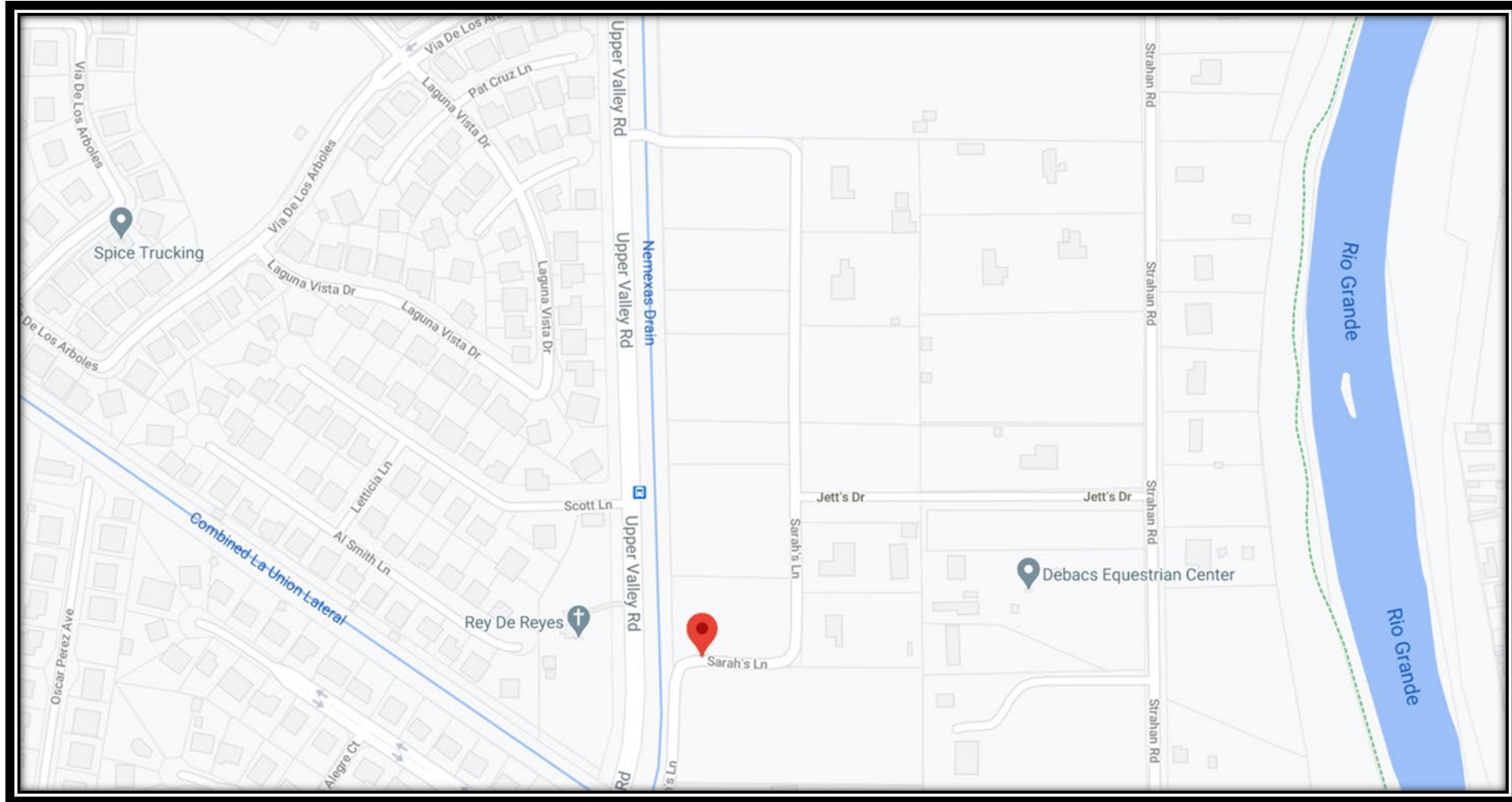
## Proposed Chapter 9.04 Amendment

The director shall have the authority to establish a policy related to the need for safe access (NFSA) for residential properties abutting a private street or alley and to require such customers adhere to that policy or shall be required to secure solid waste collection service from a permitted hauler other than the department.

## Safety Hazards on Private Streets and Alleys

- Narrow drive paths
- Lack of paving or poorly maintained surface
- Structures and obstructions in drive paths
- Lack of adequate turn space in cul-de-sacs and dead-end streets and alleys
- Residents' vehicles obstructing drive paths

# Sarah's Lane









# “East San Antonio Ave.”







## Need for Safe Access (NFSA) Definition

The set of conditions along a private street or alley, that is necessary for the department to safely collect solid waste and recyclable materials at curbside, including but not limited to street or alley width, overhead clearance, condition of pavement, structures that may obstruct vehicle passage, and general condition of curbside accessibility.



## Options to Resolve Safety Hazards

- Alternate locations for bin collection
- Communal bin collection areas
- Dumpsters in lieu of bins
- Prohibited parking in drive paths on collection day
- Removal of overhead or drive path obstructions

## NFSA Policy and Service Agreement

- Recommend authorizing the Director to establish a NFSA policy for collection on private streets and alleys
- Safety audit conducted by ESD to identify safety hazards and collection options
- Collection service agreement prepared for community
- Compliance with agreement required
- Non-compliance with agreement may lead to termination of City collection service, private hauler contract would be required



## Mission

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



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## Values

Integrity, Respect, Excellence, Accountability, People



# Need for Safe Access Policy

Minor Revision to Chapter 9.04, Solid Waste  
Environmental Services



## Strategic Goal 8.6

- Provide long-term, cost effective, sustainable regional solid waste solutions

## Customer Service

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- By evaluating safety hazards along collection routes, accommodations may be made to improve driver safety and minimize disruption to waste or recycling collections

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## Proposed Chapter 9.04 Amendment

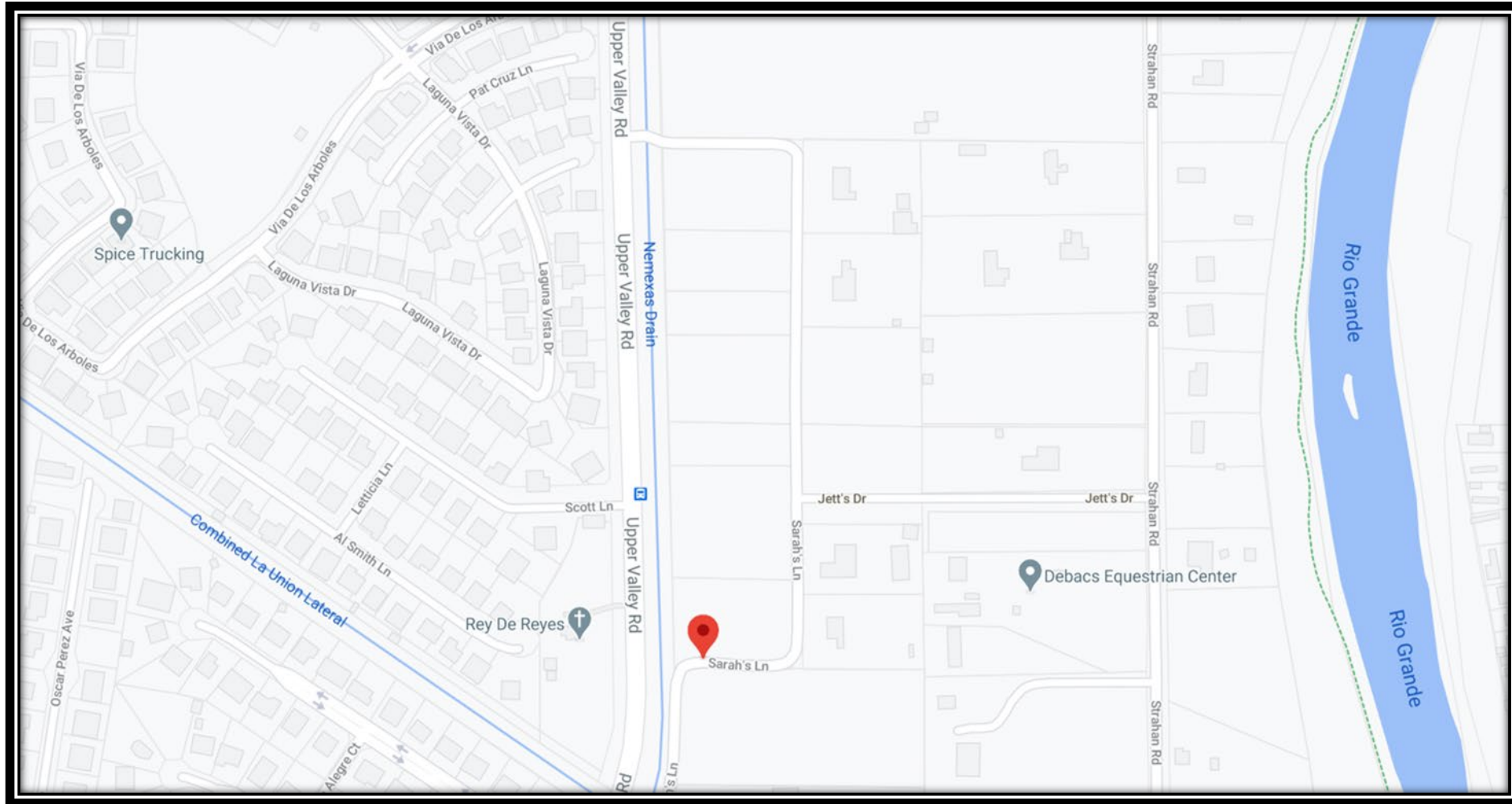
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Integrity, Respect, Excellence, Accountability, People



Legislation Text

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**File #: 21-353, Version: 1**

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

**All Districts**

Public Health, Angela Mora, (915) 212-6502

**PUBLIC HEARING DATE:** 4/13/2021

**STRATEGIC GOAL:**

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

**SUBGOAL:** 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

**SUBJECT:**

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

An Ordinance amending Title 9 (Health and Safety), Chapter 9.12 (Food and Food Handling Establishments), Section 9.12.010 (Definitions) to include "Kiosk" as an "Establishment" as defined by Title 9; and to add a definition of "Kiosk"; and Section 9.12.070 (License-Categories-Term) to add "Kiosk" as a license category; the penalty as provided in Section 9.12.890 of the City Code.

**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 item will amend Title 9, section 9.12.010, definitions in order to add the definition of kiosk. Previously there was not an option for a kiosk, only fixed or mobile units and there were issues with set ups. This will help clean the code up and make it more user friendly.

**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:** Public Health

**AGENDA DATE:** March 30, 2021

**PUBLIC HEARING DATE:** April 13, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Angela Mora, (915)-212-6502

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

**STRATEGIC GOAL:** 8

**SUBGOAL:**

**SUBJECT:**

An Ordinance amending Title 9 (Health and Safety), Chapter 9.12 (Food and Food Handling Establishments), Section 9.12.010 (Definitions) to include "Kiosk" as an "Establishment" as defined by Title 9; and to add a definition of "Kiosk"; and Section 9.12.070 (License-Categories-Term) to add "Kiosk" as a license category; the penalty as provided in Section 9.12.890 of the City Code.

**BACKGROUND / DISCUSSION:**

This item will make it easier to identify Kiosk's, such as at the mall when doing inspections. Previously the only indicator that we had was mobile and fixed establishments which is not a correct identifier for Kiosk type businesses.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:** Angela Mora



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



**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.12 (FOOD AND FOOD HANDLING ESTABLISHMENTS), SECTION 9.12.010 (DEFINITIONS) TO INCLUDE “KIOSK” AS AN “ESTABLISHMENT” AS DEFINED BY TITLE 9; AND TO ADD A DEFINITION OF “KIOSK”; AND SECTION 9.12.070 (LICENSE-CATEGORIES-TERM) TO ADD “KIOSK” AS A LICENSE CATEGORY; THE PENALTY AS PROVIDED IN SECTION 9.12.890 OF THE CITY CODE.**

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

**Section 1.** That Title 9 (Health and Safety), Chapter 9.12 (Food and Food Handling Establishments), Section 9.12.010 (Definitions), shall be amended to amend the definition of “Establishment” and to add a definition for “Kiosk,” both in alphabetical order, as follows:

"Establishment" means food product and food service establishments, including temporary, recurrent, seasonal, mobile, outdoor market, nonprofit, Kiosk, and care facilities, and excluding a food product or food service establishment that offers only prepackaged foods that are not time/temperature controlled for food safety, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a Bed and Breakfast Limited Facility, or a private home that receives catered or home delivered-food as set forth in 25 Texas Administrative Code Section 228.2 Definitions, Subsection 57(D).

“Kiosk” means an Establishment that is a fixed or temporary structure, 100 square feet or less in size, which handles only precooked or ready-to-eat Exposed food. A kiosk is not limited to a single fixed or temporary structure. There can be multiple fixed or temporary units, or a combination of both, joined to form a structure not to exceed 100 square feet. The definition includes structures that operate on either a permanent or a temporary basis, regardless of whether the structure is connected to a sewer system or water system. When a permanent connection to water is not feasible, a Kiosk will be subject to 25 Tex. Admin. Code § 228.221 (7) (8), (9), and (10).

**Section 2.** That Title 9 (Health and Safety), Chapter 9.12 (Food and Handling Establishments), Section 9.12.070 (License-Categories-Term), Subsection “J”, shall be amended as follows:

J. Establishment operating as a Kiosk.

ORDINANCE NO. \_\_\_\_\_

21-11052-1115 | 1063870

TITLE 9 – Amendment to add “Kiosk” to Title 9 provisions

**Section 3.** Except as herein amended, Title 9 (Health and Safety), Chapter 9.12 (Food and Food Handling Establishments) of the El Paso City Code shall remain in full force and effect.

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


**CITY OF EL PASO**

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


**ATTEST:**

\_\_\_\_\_  
Laura D. Prine

**APPROVED AS FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Angela Mora, Director  
Department of Public Health

ORDINANCE NO. \_\_\_\_\_

21-11052-1115 | 1063870

TITLE 9 – Amendment to add “Kiosk” to Title 9 provisions



Legislation Text

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**File #:** 21-393, **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. 3-48-0077-044-2021. 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, and 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 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 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:

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:**

*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:** April 13, 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. 3-48-0077-044-2021. 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:

- 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:

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

**WHEREAS**, on March 2, 2021, City Council authorized the Director of Aviation to sign and submit a grant application and related documentation to the Federal Aviation Administration ("FAA") in connection with the Airport Improvement Program Project No. 3-48-0077-043-2021; and

**WHEREAS**, the FAA subsequently reassigned the relevant grant function to a different grant number; and

**WHEREAS**, the City Council wished to apply for the grant under the new grant number.

**NOW THEREFORE, 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. 3-48-0077-044-2021;

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.**

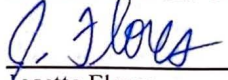
**CITY OF EL PASO**

**ATTEST:**

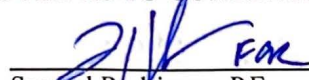
\_\_\_\_\_  
Oscar Leeser, Mayor

\_\_\_\_\_  
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



# **EL PASO**

**INTERNATIONAL AIRPORT**

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**FAA AIP Grant 2021**

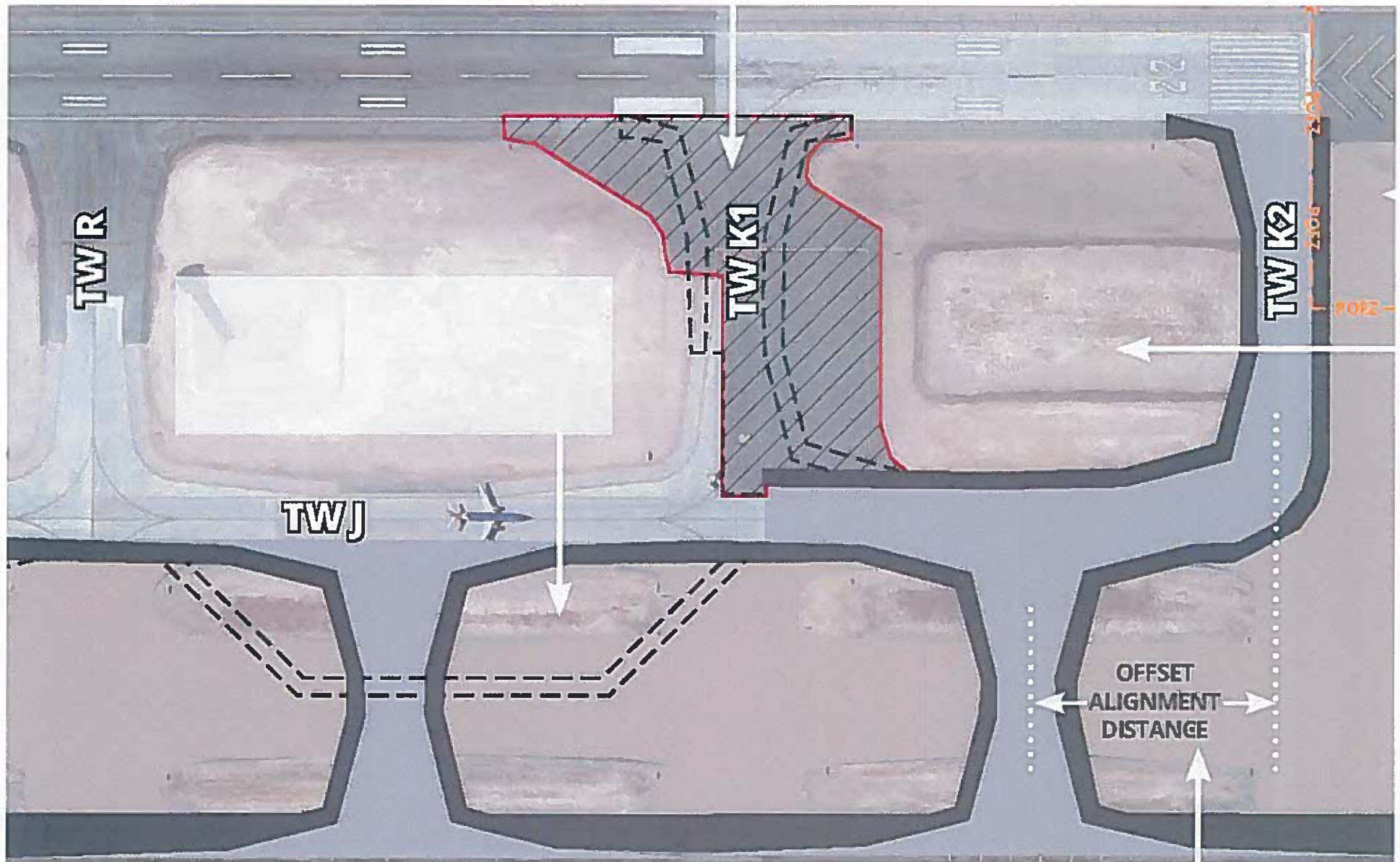


# AIP Grant 2021

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>

# 2021 AIP Grant Projects

## Reconstruct Taxiway "K" & Connectors





## QUESTIONS/COMMENTS

**Terry Sharpe**

Assistant Director – Aviation Development



**EL PASO**  
INTERNATIONAL AIRPORT

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**FAA AIP Grant 2021**

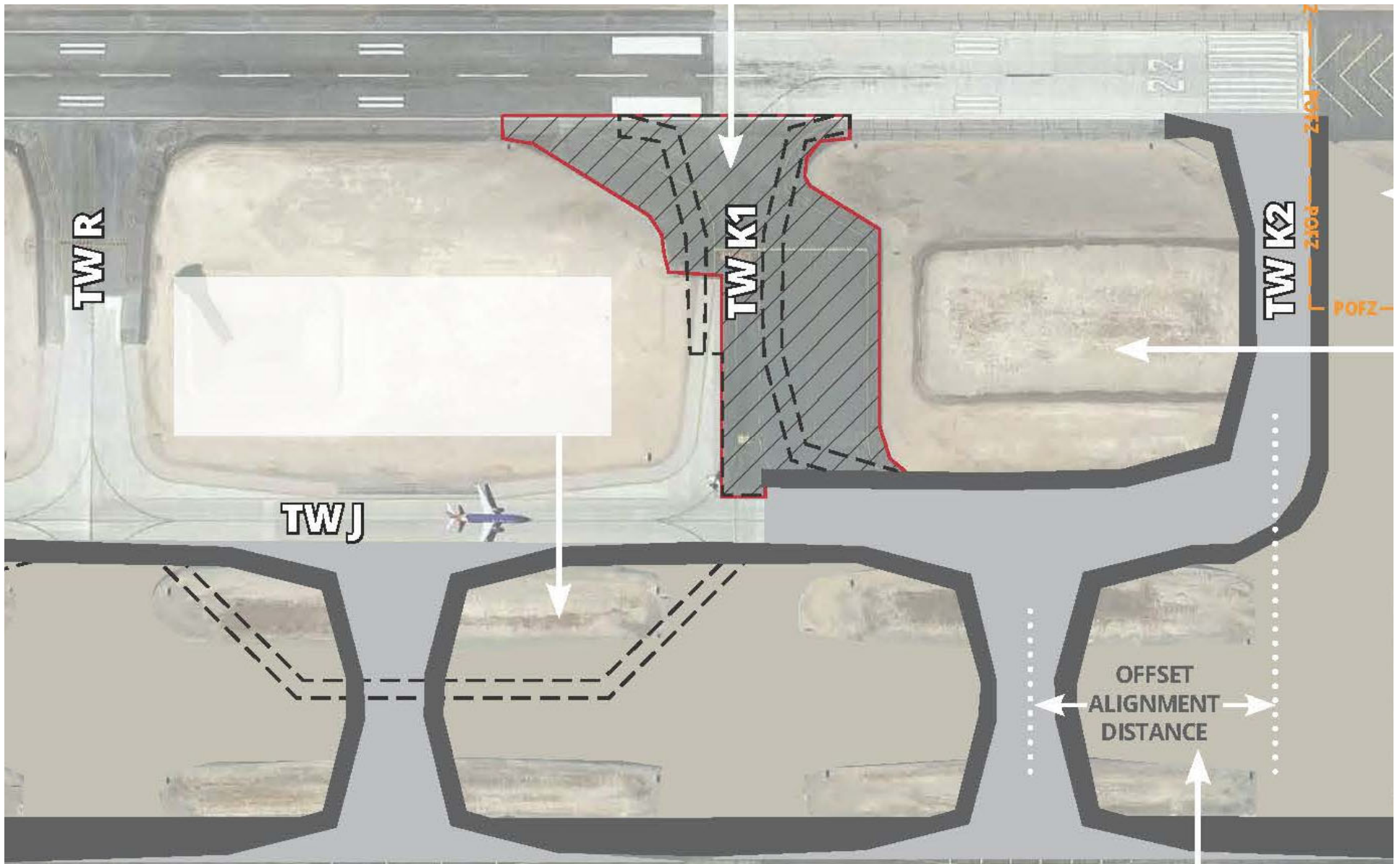


# AIP Grant 2021

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>

# 2021 AIP Grant Projects

## Reconstruct Taxiway "K" & Connectors





# QUESTIONS/COMMENTS

Terry Sharpe

Assistant Director – Aviation Development



Legislation Text

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**File #:** 21-415, **Version:** 1

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

**District 8**

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

**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.*

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and ASA ARCHITECTS P.C., a New Mexico professional corporation, for a project known as "ARCHITECT AND ENGINEERING SERVICES FOR EL PASO POLICE DEPARTMENT CENTRAL REGIONAL COMMAND CENTER" for an amount not to exceed \$1,968,000; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$2,068,000; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**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?*

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?*

\$1,968,000.00 - 2019 Public Safety Bond

\*\*\*\*\*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:** April 13, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, City Engineer, (915) 212-1808

**DISTRICT(S) AFFECTED:** 8

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

**SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and ASA ARCHITECTS P.C., a New Mexico professional corporation, for a project known as "ARCHITECT AND ENGINEERING SERVICES FOR EL PASO POLICE DEPARTMENT CENTRAL REGIONAL COMMAND CENTER" for an amount not to exceed **ONE MILLION NINE HUNDRED SIXTY EIGHT AND NO/100 00 DOLLARS (\$1,968,000)**; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of TWO MILLION SIXTY EIGHT THOUSAND AND NO/100 DOLLARS (\$2,068,000); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**BACKGROUND / DISCUSSION:**

The City of El Paso voters approved the Public Safety Bond on November 5, 2019. Among the projects included in the Bond was a new facility to house the Central Regional Command Center. The Center will be in the Central Region in a location that is to be determined with the assistance of ASA Architects P.C (ASA). ASA will also program, design, and provide construction administration services for the Central Command Center

**SELECTION SUMMARY:**

A Request for Qualifications (RFQ) Solicitation was advertised on January 14, 2020. Nine (9) Statements of Qualification (SOQs) were received; eight (8) of the nine (9) were from local firms. A single SOQ was from an out of state firm that has a well established office in El Paso.

**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:**

\$1,968,000.00 - 2019 Public Safety Bond

**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 an Agreement for Professional Services by and between the CITY OF EL PASO and **ASA ARCHITECTS P.C., a New Mexico professional corporation**, for a project known as **“ARCHITECT AND ENGINEERING SERVICES FOR EL PASO POLICE DEPARTMENT CENTRAL REGIONAL COMMAND CENTER”** for an amount not to exceed **\$1,968,000**; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$2,068,000; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_.

### CITY OF EL PASO:

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

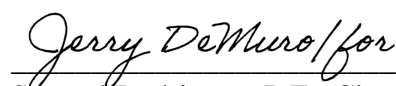
### ATTEST:

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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department



THE STATE OF TEXAS   )  
                                          )  
COUNTY OF EL PASO   )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ 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 **ASA Architects P.C., a New Mexico professional corporation**, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “**ARCHITECT AND ENGINEERING SERVICES FOR EL PASO POLICE DEPARTMENT CENTRAL REGIONAL COMMAND CENTER**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”** and

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

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

**ARTICLE I.  
ATTACHMENTS**

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

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.  
PROJECT**

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

**2.2** The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

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

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

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

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

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **\$1,968,000** 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**, 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**, 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** must have prior approval by City Council through written amendment to this Agreement.

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

**3.2 CONSULTANT’S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment “C”**.

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

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

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

**3.4 PROJECT CONSTRUCTION BUDGET AND TIME.** The Consultant acknowledges that the total project budget for the Project allocates is \$24,600,000, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

- a) **Commercial General Liability**  
\$1,000,000.00 Per Occurrence  
\$1,000,000.00 Products/Completed Operations

\$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**  
**Combined Single Limit**  
\$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$2,000,000 per occurrence 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 has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and

design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

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

#### **7.6 CONTRACTING INFORMATION**

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

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

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

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

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

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

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

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	ASA ARCHITECTS P.C. Genaro R. Mier, AIA 519 E. Rio Grande El Paso, TX 79902
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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.


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



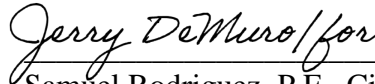
**CITY OF EL PASO:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar De La Rosa  
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 \_\_\_\_\_, 202\_\_,  
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

*(Signatures begin on following page)*

**CONSULTANT:**

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

Name:

Title:

**ACKNOWLEDGEMENT**

**THE STATE OF** \_\_\_\_\_ §

§

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by \_\_\_\_\_, on behalf of Consultant.

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

**My commission expires:**

\_\_\_\_\_

## ATTACHMENT “A” SCOPE OF SERVICES

### ATTACHMENT A SCOPE OF WORK

#### Background

With voter approval of the 2019 Public Safety Bond, the City of El Paso is seeking consulting services to provide facility programming, design and construction administration of a new Central Regional Police Command Center (CRCC). Space requirements are identified in Table 1; desired amenities are summarized in Table 2. The City intends to occupy the CRCC in late 2024.

**Table 1 Average and Gross Square Footage**

<b>El Paso Police Regional Command Center</b>		
<b>Department</b>	<b>ASF</b>	<b>GSF</b>
Public Area	5,020	6,287
Adult/Juvenile Holding Area	954	1,288
Juvenile Holding Area	788	1,064
Roll Call/Report Area	4,890	6,602
Detective/Tactical/Sargent Rooms	4,518	6,099
Commander/Gymnasium/Lockers Areas	4,722	6,375
<b>Total</b>	<b>20,892</b>	<b>27,714</b>

**Table 2: Desired Amenities**

Interview rooms (sound proof)	Improved outside security
Quiet rooms for officers	Security camera coverage
Laundry facilities	Equipment room
Nursing room(s)	Armory
Outside covered BBQ patio with adequate seating area for lunch/breaks	Adequate parking
Training rooms	Minor fleet facility
Conference rooms	Small food facility/coffee shop
Multiple entrances and exits for vehicles	Evidence storage room
Family waiting areas to include children play areas	Locker space
Narcotics depository	Fume hood space
Bicycle unit storage	Emergency supply storage area
Training space/storage for training equipment	Padded holding cells
Facility-wide emergency backup power supply	Vehicle fuel storage and distribution system
Storage space for mats and training equipment	Standard Field Sobriety Test Room

Helipad	Janitorial rooms
IT network rooms	Community meeting room

The firm shall be expected to provide the following services:

- Facility programming
- Surveying
- Architectural design
- Interior design
- Presentation drawings for City's use including 3D modeling similar to "Sketch-Up"
- Landscape design (hardscape and planting)
- Civil/Structural Engineering
- Geotechnical Investigations/design
- Mechanical and Plumbing Engineering
- Fire Protection Engineering
- Electrical Engineering
- ADA design
- Life safety and code analysis
- Wayfinding and signage design (exterior and interior)
- Graphic design
- Public outreach - coordination, presentation and reporting
- Energy modeling, building systems analysis, and commissioning as required for GreenGlobes certification
- Project commissioning and Green Globes certification, including cost of project registration and certification.
- Building Information Modeling (BIM)
- Exterior and parking lighting design
- Furniture, fixtures, and equipment (FF&E) coordination
- Security/force protection measures including ballistic protection access control, intrusion detection, CCTV Surveillance and recording, and Kronosclock installation
- Telecommunication design, including converged network, high density Wi-Fi, neutral host DAS

## 1.0 SERVICES REQUIRED

### 1.1 Programming and predesign documents and reports (Pre Design) Phase

The El Paso Police Department Central Regional Command Center (CRCC) is to be located on one or more downtown properties currently being evaluated for locating the CRCC. During this phase, the firm shall evaluate the suitability of the parcels for locating the CRCC and coordinate with stakeholders to validate the requirements for development of CRCC concepts, including the location of the facility. The firm is



expected to produce architectural renderings, and space layout options. The firm may also be requested and coordinate with utility services providers.

#### **1.2 Schematic Design (Preliminary) Phase**

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

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

- Cover Sheet with code and permit summary (90% complete)
- Architectural Plan and Details (minimum 30% complete)
- Civil Engineering Plan and Details (50% complete)
- Mechanical and Plumbing Plan and Details (50% complete)
- Structural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- Outline of Specs (90% complete)

### **2.0 DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES**

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

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

- Coversheet/ Code data (100% complete)
- Architectural Plan and Details (75% complete)
- Civil Engineering Plan and Details (75% complete)
- Mechanical and Plumbing Plan and Details (75% complete)
- Structural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)

- Site Plan (90% complete)
- Grading Plan (95% complete)
- Landscape Plan (90% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

## **2.2 Final Design (100% Construction Documents)**

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

- Cover Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Civil Engineering Plan and Details (100% complete)
- Mechanical and Plumbing Plan and Details (100% complete)
- Structural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Irrigation, typical and special details (100% complete)
- Specifications (100% complete)

## **2.3 Cost Estimates**

The firm shall develop and submit the construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The firm's final estimate shall take into account all labor costs that shall be based on the current City prevailing wage rates as adopted by the City Council.

## **2.4 Design Analysis**

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

and public utilities.

## **2.5 City Review**

At completion of each design phase, the firm shall make documents electronically, including a copy of design review documentation (red lines), to the City and stakeholder reviewers via Blue Beam Revu or similar PDF markup and editing software. The firm shall meet with the City within three working days of the submission for review. After meeting with the City, the firm shall have seven (7) consecutive calendar days to revise and resubmit plans.

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

## **2.6 Document formats, distribution and ownership**

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

## **2.7 Bidding and Construction Administration**

For bidding purposes, the firm shall submit a CD or flash drive consisting of PDFs and AutoCAD and BIM files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

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

After bid opening and before preconstruction meeting the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications. The firm shall also provide ten (10) paper plan sets of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

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

During the construction phase, the designer shall assist the City with the following

items:

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

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



**ATTACHMENT “B”  
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES**

**Hourly rates as follows:**

Principal Architect -	\$160.00 per hour
Associate Architect -	\$140.00 per hour
Intern Architect -	\$125.00 per hour
Contract Administrator -	\$ 95.00 per hour
Clerical -	\$ 40.00 per hour

**ATTACHMENT “C”  
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**ARCHITECT AND ENGINEERING SERVICES FOR EL PASO POLICE REGIONAL COMMAND CENTER**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**REPORT/CONCEPT PHASE**

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
        - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

#### **PHASE I - PRELIMINARY DESIGN PHASE**

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

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

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

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.



The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings,**” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications.**” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

### **PHASE III - FINAL DESIGN PHASE**

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment “D”, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment “D”, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

### **BIDDING PHASE**

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

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

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

### **CONSTRUCTION PHASE**

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

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary 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 project known as “**ARCHITECT AND ENGINEERING SERVICES FOR EL PASO POLICE REGIONAL COMMAND CENTER**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$1,968,000** 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

<b>Report/Concept Phase</b>	<b>\$ 98,400</b>
<b>Preliminary Design (30% Design)</b>	<b>\$ 196,800</b>
<b>Pre Final Design (60% Design)</b>	<b>\$ 787,200</b>
<b>Final Design (90% Design)</b>	<b>\$ 492,000</b>
<b>Bidding and Construction</b>	<b>\$ 393,600</b>

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

**Reimbursable Costs:** Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

**Receipts:** Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***



No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with the Owner's fiscal year.

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

## **DELIVERABLE SCHEDULE**

### **CONCEPT PHASE**

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

### **PHASE II—PRE-FINAL DESIGN PHASE**

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall

submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### **PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

#### **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

# ATTACHMENT "E" INSURANCE CERTIFICATE



ASAARCH-01

EHUGHES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/18/2021

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> Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111		<b>CONTACT</b> RJ Dean & Associates NAME: _____ PHONE (A/C, No, Ext): (505) 822-8114 FAX (A/C, No): (505) 822-0341 E-MAIL: ehughes@cressinsurance.com ADDRESS: _____	
<b>INSURED</b>  ASA Architects, P. C. P O Box 146 Las Cruces, NM 88004		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Travelers P&C of America NAIC # 25674 INSURER B: AXA Insurance Company 33022 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		LIMITS	
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	
LTR		INSO	WVD				
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			UB7K132186	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
B	Professional Liab			DPR9971172	1/15/2021	1/15/2022	Each Claim 2,000,000
B	Professional Liab			DPR9971172	1/15/2021	1/15/2022	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Solicitation #2020-643R  
Architect and Engineering Services – El Paso Police Department Central Regional Command Center

<b>CERTIFICATE HOLDER</b>  Rebecca Rodriguez, Contract Development Coordinator Capital Improvement Department 218 N Campbell St 2nd Floor El Paso, TX 79901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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ACORD 25 (2016/03)

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ASAARCH-01

SBOSWELL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burke Insurance Group, LLC 1690 S. Telshor Blvd Las Cruces, NM 88011	CONTACT NAME: Stacey Boswell
	PHONE (A/C, No, Ext): (575) 524-2222 2 FAX (A/C, No): (575) 525-1716
	E-MAIL ADDRESS: sboswell@burke-insurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Cincinnati Financial Corporation
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED  
ASA Architects, P.A.  
P.O. Box 146  
Las Cruces, NM 88004

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	ENP 0110292	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ENP 0110292	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/Nonowned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ENP 0110292	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Solicitation #2020-643R Architect and Engineering Services - El Paso Police Department Central Regional Command Center

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Capital Improvement Department 218 N. Campbell St. El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: ASAARCH-01

SBOSWELL

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Burke Insurance Group, LLC		NAMED INSURED ASA Architects, P.A. P.O. Box 146 Las Cruces, NM 88004 Dona Ana	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Capital Improvement Department and Owner are named as Additional Insured per Additional Insured Endorsement for ongoing and completed operation for General Liability as required by written contract. Capital Improvement Department and Owner are named as Additional Insured on general liability policy except Worker's Compensation per written contract. A waiver of subrogation exists in favor of Capital Improvement Department and Owner as to the general liability and auto policies per written contract. The general liability and auto policies are primary and non-contributory. Thirty (30) day written notice of cancellation applies, with the exception of 10 days for non-payment of premium.



# EL PASO POLICE DEPARTMENT CENTRAL REGIONAL COMMAND CENTER DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

Solicitation No: 2020-643R

April 13, 2021

*Strategic Plan Goal:  
No 2 Set Standard for a Safe and Secure City*

# Project Details



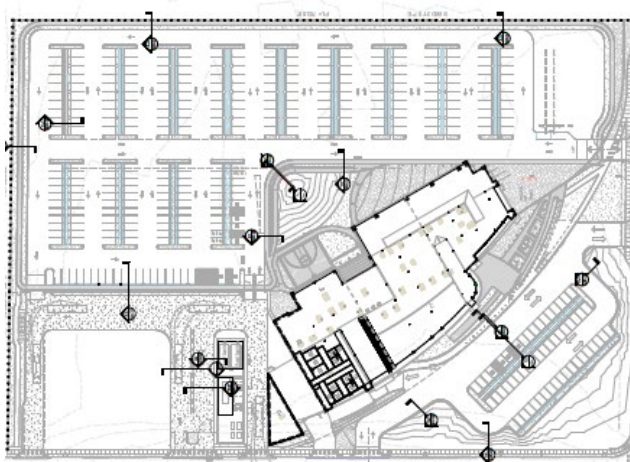
<b>Location:</b>	<b>Within the Police Department Central Region – location TBD</b>
<b>District(s):</b>	<b>8</b>
<b>Total Budget:</b>	<b>\$24.6 Million</b>
<b>Funding Source:</b>	<b>2019 Public Safety Bond</b>





# Project Details

- Evaluate available properties for feasibility of locating the Central Regional Command Center
- Program, design, and provide construction administration services for the Central Command Center



*Site Plan and architectural rendering Eastside Regional Command Center*





# Procurement Summary



- Request for Qualifications advertised on January 14, 2020
  - 9 firms submitted Statements of Qualifications, all were local or have local offices.
- Recommendation
  - Award the contract to ASA Architects, Inc. in the amount of \$1,968,000; team includes the same public safety facility subject matter expert consultants supporting the design of the Eastside Command Center
- Preliminary Schedule
  - ✓ Site Selection and Programming: May 2021 – December 2021
  - ✓ Design: December 2021 – December 2022
  - ✓ Bidding and Construction: January 2023 – June 2024

# THANK YOU



## 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 #: 21-411, Version: 1

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

**All Districts**

City Manager's Office, Elizabeth Triggs, (915) 212-1619

**PUBLIC HEARING DATE:** N/A

**STRATEGIC GOAL:**

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

**SUBJECT:**

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

A presentation and update on City project proposals selected for the FY 2022 federal appropriations and surface transportation reauthorization submission processes; and discussion and action on a Resolution supporting the County of El Paso's project submission.

**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 117<sup>th</sup> United States Congress convened in Washington D.C. on January 3, 2021 and will continue through January 3, 2023. On March 18<sup>th</sup> and 19<sup>th</sup>, the City, along with other local non-profits and government organizations, was invited to submit local project and programmatic/policy requests through the federal appropriations and surface transportation advancement legislation processes, respectively. Each application for funding must include evidence of community support. This agenda item allows the City to work with its community partners to provide support for those projects submitted by local non-profits and other government organizations that further the City's mission and vision, align with the City's strategic goals, advance the City's 25 by 2025 visionary initiatives, and are in the best interest of City residents.

**PRIOR COUNCIL ACTION:**

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

On March 29, 2021, the City of El Paso City Council authorized the City Manager to identify eligible federal appropriations and surface transportation project and programmatic/policy request for submission to the City's federal delegation for funding consideration through the federal appropriations and surface transportation advancement legislation processes. The City identified and submitted 14 projects and is currently working with community partners to secure evidence of support for each project.

**AMOUNT AND SOURCE OF FUNDING:**

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

N/A

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

**Department Head:**

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

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

**DEPARTMENT:** Strategic Partnerships

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON:** Elizabeth Triggs, [triggsek@elpasotexas.gov](mailto:triggsek@elpasotexas.gov)

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

**SUBJECT:**

A presentation and update on City project proposals selected for the FY 2022 federal appropriations and surface transportation reauthorization submission processes; and discussion and action on a resolution supporting the County of El Paso's project submission.

**BACKGROUND/DISCUSSION:**

The 117<sup>th</sup> United States Congress convened in Washington D.C. on January 3, 2021 and will continue through January 3, 2023. On March 18<sup>th</sup> and 19<sup>th</sup>, the City was invited to submit local project and programmatic/policy requests through the federal appropriations and surface transportation advancement legislation processes, respectively. On March 29<sup>th</sup>, the City Council authorized the City Manager to select and submit projects that align with the City's strategic plan, further its 25 by 2025 initiatives and fall within one of eleven priority areas. This agenda item provides an update on the projects selected and next steps in the appropriations process. In addition, community support is a critical component to the submission process; to that end, the City has worked closely with community partners, including the County to provide evidence of support for one another's projects.

**PRIOR COUNCIL ACTION:**

On March 29, 2021, the City of El Paso City Council authorized the City Manager to identify eligible federal appropriations and surface transportation project and programmatic/policy request for submission to the City's federal delegation for funding consideration.

**AMOUNT AND SOURCE OF FUNDING:** None at this time

**BOARD/COMMISSION ACTION:** None

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

**DEPARTMENT HEAD:** Elizabeth Triggs  
Elizabeth Triggs, Strategic Partnerships Officer

## RESOLUTION

**WHEREAS**, each year the United States Congress considers and enacts annual appropriation bills which provide an opportunity for local governments to request direct funding for community and transportation projects that address a clear and present need at the local level; and

**WHEREAS**, the County of El Paso has identified the projects listed on Attachment A as being priority projects for El Paso County, Texas, for Fiscal Year 2022; and

**WHEREAS**, the El Paso City Council finds it in the best interest of the citizens of the City of El Paso that these projects are important and necessary to the citizens of the City of El Paso; and

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

**THAT** El Paso City Council hereby states its support for the submission of the projects listed on Attachment A by the El Paso County, Texas, for funding in Fiscal Year 2022.

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

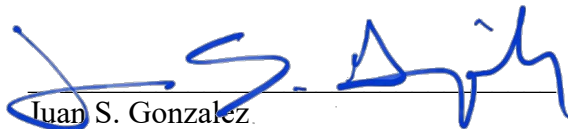
### CITY OF EL PASO:

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

### ATTEST:

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

### APPROVED AS TO FORM:

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

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Elizabeth Triggs  
Strategic Partnerships Officer



## Attachment A - El Paso County – FY22 Federal Appropriations Requests

	House Committee	Project Title	Project Summary
1	Appropriations – Community Project Funding	Cotton Valley Connect by Digital El Paso	Provide reliable access to public broadband service, via wireless mesh service, to an estimated 6,500 students across three school districts throughout the community—San Elizario, Fabens and Tornillo ISDs.
2	Appropriations – Community Project Funding	El Paso County Crisis Intervention Team	Partnership between the El Paso County Sheriff's Office (SO) and Emergence Health Network (EHN), to provide safer and more effective responses to dynamic law enforcement incidents involving persons in suspected mental health crisis and situations involving persons with a diagnosed or suspected mental illness and/or intellectual disability.
3	Appropriations – Community Project Funding	Fabens Airport (E35) Automated Weather Observation System (AWOS) & Fuel Farm Expansion & Improvements	Enhance general aviation activity improvements which may attract additional aviation traffic at the facility
4	Appropriations – Community Project Funding	Reentry Transformation Center	Expand the existing reentry programming efforts in the jail to the community by providing a seamless system of care through release support, coordination, and short term transitional housing.
5	Appropriations – Community Project Funding	Alameda Project	Partnership with the Paso del Norte Community Foundation and Paso del Norte Health Foundation, to engage the community in a planning process for the potential re-development of three vacant property sites on Alameda for substance abuse rehabilitation/services, victim services, mental health services, and/or assistance for homeless population.
6	Appropriations – Community Project Funding	Connecting Communities: Upper Valley First-Time Water & Wastewater Projects	Design and environmental assessment for a cluster of first-time water and wastewater projects throughout the Upper Valley to facilitate 412 residents with access to critical infrastructure to promote the health and safety of the community.
7	Transportation & Infrastructure – Surface Transportation	Tierra de Este Extension	Provide much needed connectivity in Far East El Paso north of Pellicano. Project will provide alternative route for the residents in the City of El Paso, EP County and Horizon City. Improvements: New pavement, curb and gutter, sidewalks/ Hike Bike lanes, Illumination, Drainage infrastructure, raised median and landscaping.
8	Transportation & Infrastructure – Surface Transportation	John Hayes Street Extension	Provide an alternative route for the residents in the City of El Paso, EP County and Horizon City New. Improvements: pavement, curb and gutter, sidewalks/ Hike Bike lanes, Illumination, Drainage infrastructure, raised median and landscaping
9	Transportation & Infrastructure – Surface Transportation	Bob Hope Extension	Provide much needed connectivity in Far East El Paso. This project will provide an alternative route for the residents of EP County and the SISD new expansion. Improvements: New pavement, curb and gutter, sidewalks/ Hike Bike lanes, Illumination, Drainage infrastructure, raised median and landscaping.



Item 46

# Update on Federal Funding Opportunities

Community Project Funding

Transportation & Infrastructure Projects



**Goal 5.** Promote transparent and consistent communication amongst all members of the community **806**



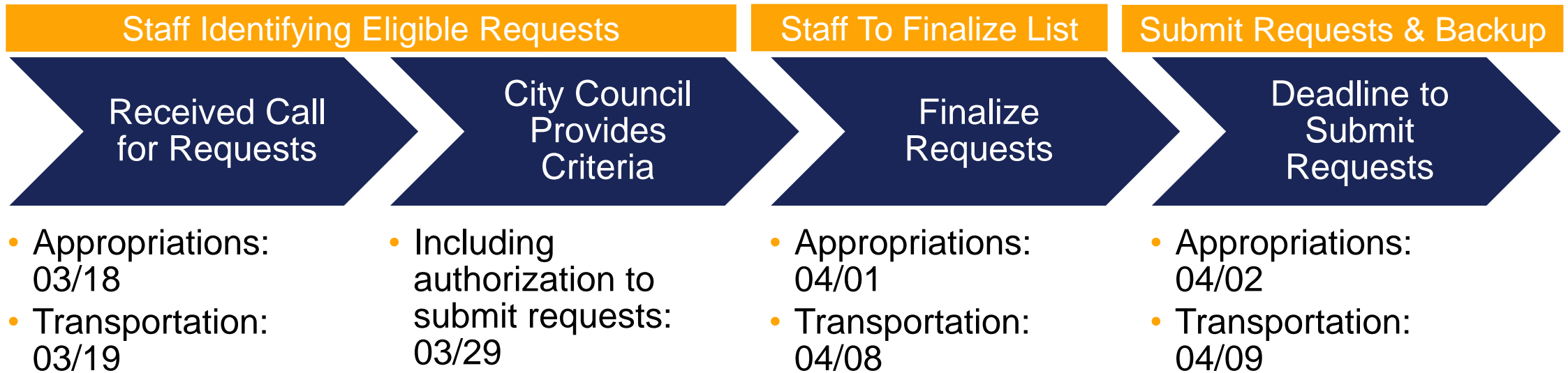
# Presentation Purpose

- **Provide an update** on City project submittals for the FY22 federal appropriations and surface transportation reauthorization processes
- **Consider a resolution** providing support to the County for County project submittals





# Submittal Timeline





---

# Community Project Funding:

## Alignment with Federal Requirements & Guidelines

- **Project Funding Cap:** Less than \$1.5 million per project;
- **Local Match:** Plan for local match required (recommended 25% match);
- **Community Support:** Demonstrated community support for project;
- **One-Time Funding:** Limited to FY22 funding only;
- **Categories Eligible:** Broad range of projects that can be included
- **Limited Funding:** Each congressperson may only submit 10 projects

---

# Surface Transportation Funding: Alignment with Federal Requirements & Guidelines

- **Project Funding Cap:** Be cognizant of congressperson cap;
- **Local Match:** Plan for local match required (at least 20% match);
- **Community Support:** Demonstrated community support for project;
- **One-Time Funding:** Limited to FY22 funding only;
- **Categories Eligible:** Surface transportation, including highway and public transit, and projects should be on STIP or TIP;
- **Limited Funding:** Each congressperson may only submit \$15 to \$20 million in funding requests

# Organizational Criteria:

## Alignment with the City's Strategic Plan

- Each funding request and program recommendations is tied to the **City of El Paso's Strategic Plan**.
- This is an **opportunity** for federal funding will support existing efforts while offering the opportunity to realize some community projects earlier than expected.
- Staff will **continue to pursue financial support** from state and federal agencies to offset the cost to El Paso



STRATEGIC  
PLAN 2019

25 BY 2025



# Organizational Criteria: Proposed Priority Areas

- Pandemic Relief
- Housing and Homelessness
- Public Safety
- Digital Inclusion and Expansion
- Energy Efficiency & Renewable Energy
- Airport
- International Bridges
- Transportation
- Development and Redevelopment
- Arts and Culture
- Economic Development



# Community Project Funding – 11 City Proposals

Project	Total Cost	Federal Request	Local Match	Description
Deck Park Design	\$1,800,000	\$1,200,000	\$600,000	Design documents for Downtown Deck Park over widened I-10 ( <i>in partnership with Paso del Norte Health Foundation</i> )
Trail Master Plan & Pilot	\$1,150,000	\$750,000	\$400,000	County-wide trail master plan and pilot segment connecting the Zoo to the MCA ( <i>in partnership with Paso del Norte Health Foundation</i> )
Climate Action Plan	\$500,000	\$375,000	\$125,000	County-wide climate action plan to reduce greenhouse emissions
Casitas Community	\$950,000	\$950,000	\$0	Tiny housing project to address homelessness among youth aged 18 to 24 ( <i>in partnership with El Paso Center for Children</i> )
Murchison Park Design	\$800,000	\$600,000	\$200,000	Design documents for redesign of Murchison Park overlooking El Paso and Juarez at top of Scenic Drive ( <i>in partnership with the El Paso Community Foundation</i> )
Dream Maker's Fund	\$1,400,000	\$800,000	\$600,000	Small business revolving loan fund to assist in COVID recovery
Cleveland Square Park Improvements	\$1,200,000	\$900,000	\$300,000	Improvements to Cleveland Square Park to complement surrounding capital investments
Strategic Mobility Plan	\$1,000,000	\$750,000	\$250,000	Capital plan for interconnected multimodal infrastructure system
Police Body Cameras	\$725,000	\$525,000	\$200,000	150 to 200 police body cameras (our match is annual storage cost)
Airport Solar Panel Project	\$1,500,000	\$1,000,000	\$500,000	Covered parking structures at airport to offset 5% of airport's annual energy consumption
Eastside Fiber Expansion	\$1,350,000	\$1,000,000	\$350,000	Fiber connecting major public facilities in east El Paso

## Transportation & Infrastructure Projects – 6 City Proposals

Project	Total Cost	Federal Request	Local Match	Description
Deck Park Design	\$1,800,000	\$1,200,000	\$600,000	Design documents for Downtown Deck Park over widened I-10
Mesa Park Drive Design	\$3,930,000	\$3,144,000	\$786,000	Design documents for Mesa Park extension connecting Mesa to I-10 through Walmart property
Sun Metro Fleet Replacement	\$1,200,000	\$960,000	\$240,000	Allows for replacement of two buses, in addition to the 6 we were able to replace (total of 12 need replacement)
Traffic Management Study	\$1,075,000	\$860,000	\$215,000	Upgrade traffic signals, adaptive technology, emergency preemption, mass transit priority
Ysleta/Zaragoza Feasibility Study	\$5,000,000	\$4,000,000	\$1,000,000	Master plan for expansion at Ysleta / Zaragoza POE
ITS at Stanton Port of Entry	\$9,000,000	\$7,200,000	\$1,800,000	Advanced traffic management system to complement State rider

# Support for County Submitted Projects

- Evidence of community support is a critical component of each application
  - We have submitted several applications in partnership with local community organizations
  - Deck Park Design, Master Trail Plan & Pilot Segment, Casitas Community, and Murchison Park Design
- Requesting Council consideration of a resolution providing City support of 9 County proposals benefitting our community

# County Submitted Community Projects

Project	Description
Cotton Valley Connect by Digital El Paso	Provide reliable access to public broadband service, via wireless mesh service to 6,500 students in San Elizario, Fabens, and Tornillo ISDs
El Paso County Crisis Intervention Team	Partnership between Sheriff's Office and Emergence Health Network to provide safer, more effective responses to dynamic law enforcement incidents
Fabens Airport Automated Weather Observation System	Enhance general aviation activity to attract additional aviation traffic
Reentry Transformation Center	Expand the existing reentry programming efforts in the jail to the community by providing a seamless system of care through release support, coordination and short term transitional housing
Alameda Project	Partnership with Paso del Norte Community Foundation and Health Foundation to engage the community in a planning process for the potential re-development of three vacant property sites on Alameda for substance abuse rehab, victim services, mental health services, or assistance for homeless population
Connecting Communities: Upper Valley First-Time Water & Wastewater	Design and environmental assessment for a cluster of first-time water and wastewater projects throughout the Upper Valley to facilitate 412 residents with access to critical infrastructure



# County Submitted Transportation Projects

Project	Description
Tierra del Este Extension	Provide connectivity in Far East El Paso north of Pellicano. Project will provide alternative route for residents in the City, County and Horizon City. Phased construction submitted.
John Hayes Street Extension	Provide an alternative route to residents in the City, County, and Horizon in Far East El Paso. Phased construction submitted.
Bob Hope Extension	Provide connectivity in Far East El Paso to provide County residents, aligning with SISD expansion. Phased construction submitted.

## 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 #:** 21-412, **Version:** 1

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

**All Districts**

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

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

**STRATEGIC GOAL:**

Choose an item.

**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 in requesting City Council support for the staff recommended projects that have been selected to submit for the Better Utilizing Investments to Leverage Development (BUILD) grant program for the Department of Transportation (DOT) to invest in road, rail, transit, and port projects that promise to achieve national objectives.

**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:** April 13, 2021

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

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

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

**SUBJECT:**

Discussion and action in requesting City Council support for the staff recommended projects that have been selected to submit for the Better Utilizing Investments to Leverage Development (BUILD) grant program for the Department of Transportation (DOT) to invest in road, rail, transit and port projects that promise to achieve national objectives.

**BACKGROUND / DISCUSSION:**

This item will provide an overview of the two proposed projects allowed by a lead applicant, the City of El Paso to significantly improve infrastructure and economic development while investing to improve the transportation system

- Corridor TOD Reconstruction
- Upper Deck I-10 Planning Grant

**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:**

**AMOUNT AND SOURCE OF FUNDING:**

**BOARD / COMMISSION ACTION:**

N/A

**DEPARTMENT HEAD:**

*Yvette Hernandez*

---





# BUILD Grant

April 13, 2021





# \$1 Billion Infrastructure Grant Funds

- BUILD Discretionary Grants – For capital investments in surface transportation infrastructure awarded on a competitive basis
- \$100M awarded to a single State
  - Maximum grant award \$25M
  - Minimum grant award \$5M
- \$30M to be awarded for eligible planning and preconstruction activities
  - No minimum
- BUILD funds must be expended by 2028
- 20/80 required match



# Selection criteria – subject to change under Biden Administration

- **Safety**-reduce the number/rate of accidents, eliminate unsafe grade crossings
- **Economic Competitiveness**-increase efficiency of movement of goods/people, freight connectivity, promote expansion of private economic development
- **Quality of Life**-increase transportation choices, expand access to services for jobs, health care, destinations
- **State of Good Repair**-improving the condition, life-cycle costs, support border security
- **Innovation**-technology, project delivery, financing
- **Partnerships with a broad range of Stakeholders**

# Project Outline

**Project Description:** project schedule, statement of work, transportation challenges, how will they be addressed

**Project Location:** geographical description, urbanized area

**Grant Funds, Sources, and Uses of all Project Funding:** detailed project budget, documentation of funding commitments, non-Federal, BUILD, other federal if available

**Selection Criteria:** outlined in previous slide 3

**Project Readiness:** begin construction in timely manner, project to include environmental studies, ROW acquisition, procurement, agreements with railroads, broad public support, risk mitigation

**Benefit Cost Analysis:** present value estimates of a project's benefits and costs relative to a no-build baseline – savings in travel time, vehicle operating costs, safety costs

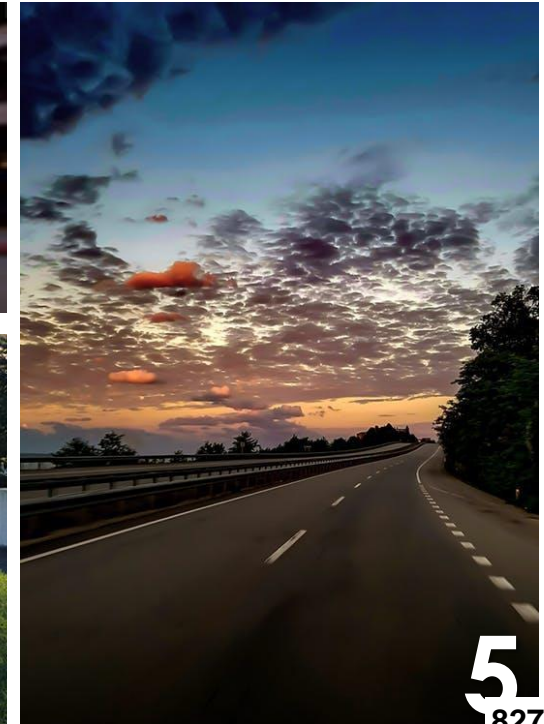
**Limited to 30 pages**

# Eligible Projects

Emphasis on safety, job creation.  
New considerations: climate change,  
environmental justice, equity/low  
income areas, and multi-modal

Project scope may consist of:

- Highway, bridge, or other road projects
- Public transportation
- Passenger and freight rail transportation
- Port infrastructure-including land ports of entry
- Intermodal projects



# Proposed

# BUILD Project

# Applications



# City of El Paso Strategic Plan

## Project Background

### **Goal 1.** CULTIVATE AN ENVIRONMENT CONDUCTIVE TO STRONG, SUSTAINABLE ECONOMIC DEVELOPMENT

#### **1.1**

#### **Stabilize and expand El Paso's tax base**

- Complete renovation of Camino Real Hotel; Multipurpose Cultural and Performing Arts Center construction underway with parking solutions identified
- Investment in Downtown historic structures
- Complete comprehensive livable wages review
- 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
- Establish a support mechanism for resilient development practices for private sector projects across El Paso

Activate targeted (re)development (2.0)

High priority corridor development plans

Medical Center of the Americas/Alameda

Streetcar corridor vibrancy

# Corridor TOD Reconstruction

Pedestrian enhancements to include ADA ramps, mid-block crossing, HAWK system. Landscaping, complete street elements. Limits from **Texas** at Kansas to **Alameda** at Paisano

## Criteria:

- Safety – ranked at 20<sup>th</sup> most dangerous, Smart Growth America
- Economic competitiveness
- Quality of Life
- State of Good repair
- Innovation

## Strategic Planning

- Transit oriented development
- Smart corridor
- Transformative – environmental and equitable justice

**Budget:** \$12M

**Non-Federal:** \$2.4M     **Federal:** \$9.6M

**Funding Source:** 2022 Capital Plan

## Corridor TOD Reconstruction

### Alameda Corridor Plan

- First draft completed 2018
- Land use policy and redevelopment efforts looked at
- Current conditions analyzed
- Catalyst zones identified

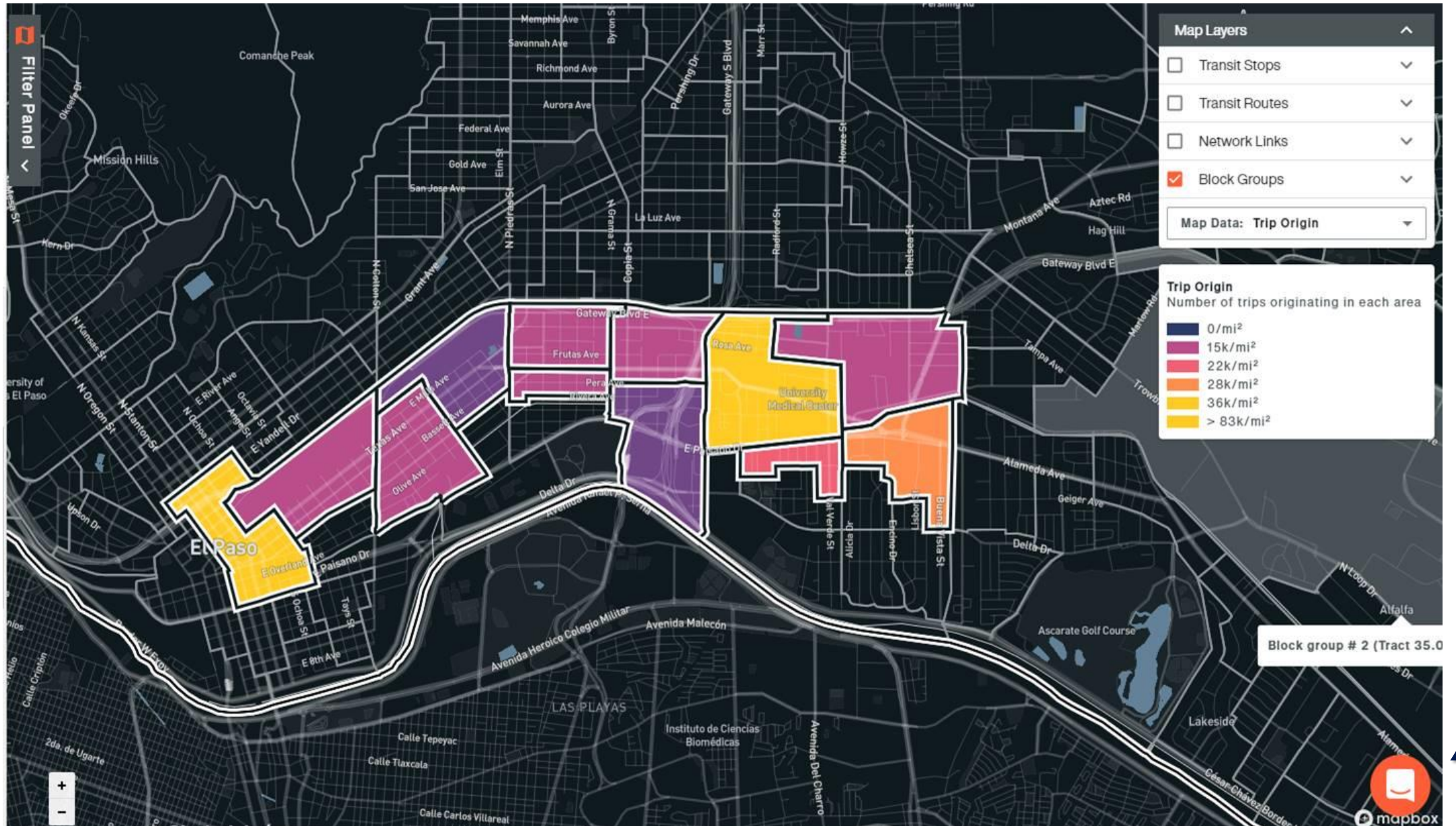
### New Plan Study

- Next Alameda Plan kick-off April 2021
- Transit oriented development and promoting multi-modal infrastructure
- Framework for future corridor plans





# Corridor TOD Reconstruction





## Upper Deck – I10 El Paso//Planning Grant

Public park over I-10 highway programmed to provide connectivity between Uptown and Downtown providing exceptional recreational and cultural opportunities to the community

### Criteria:

- Safety
- State of Good Repair
- Economic competitiveness
- Quality of Life
- Broad range of Stakeholders
- Innovation

**Budget: \$2M**

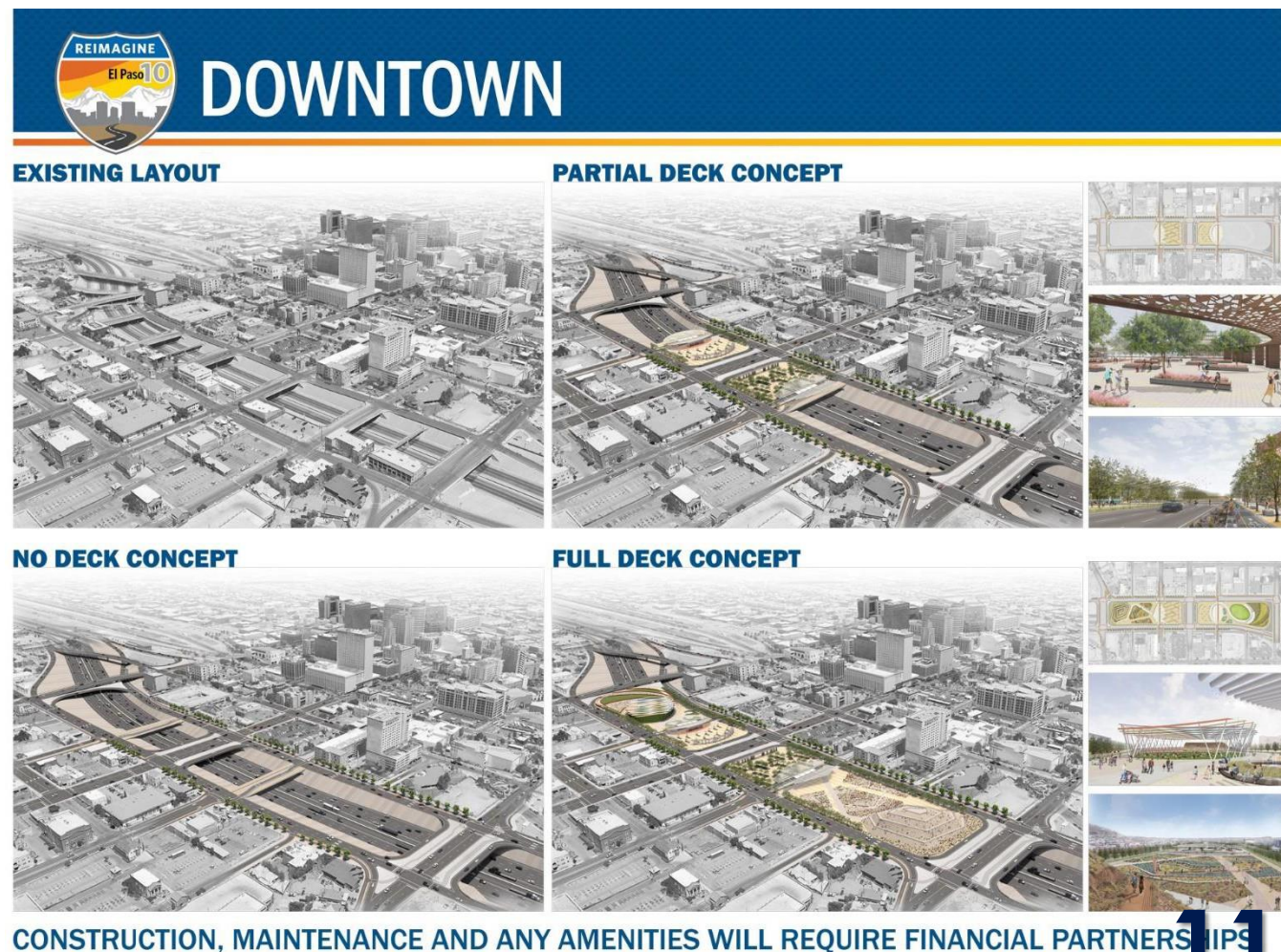
**Non-Federal: \$500k**

**Federal: \$1.5M**

**Funding Source:** 2022 Capital Plan  
Private Partnership

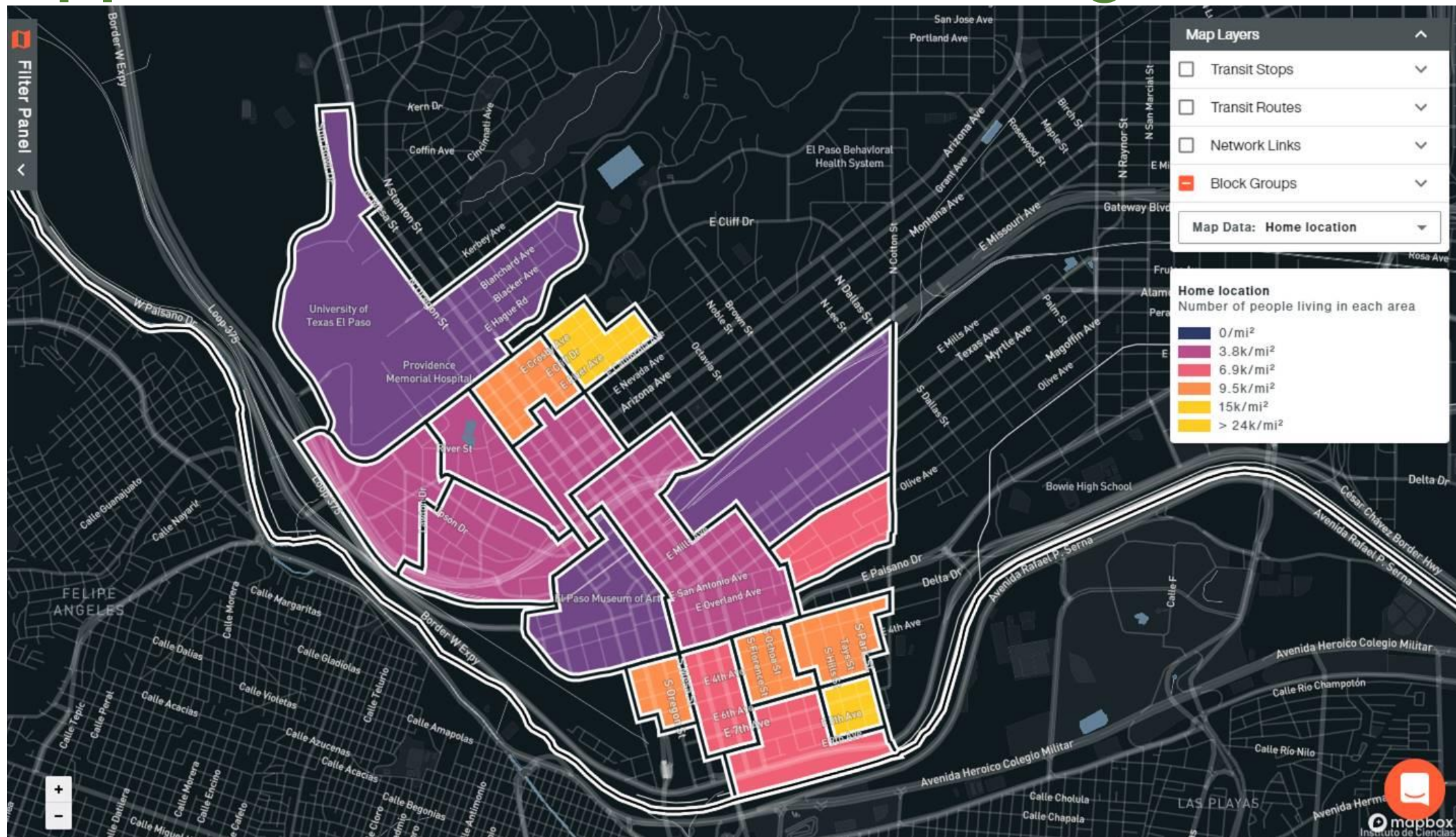
**Estimated Timeline**

Design: Fall 2021





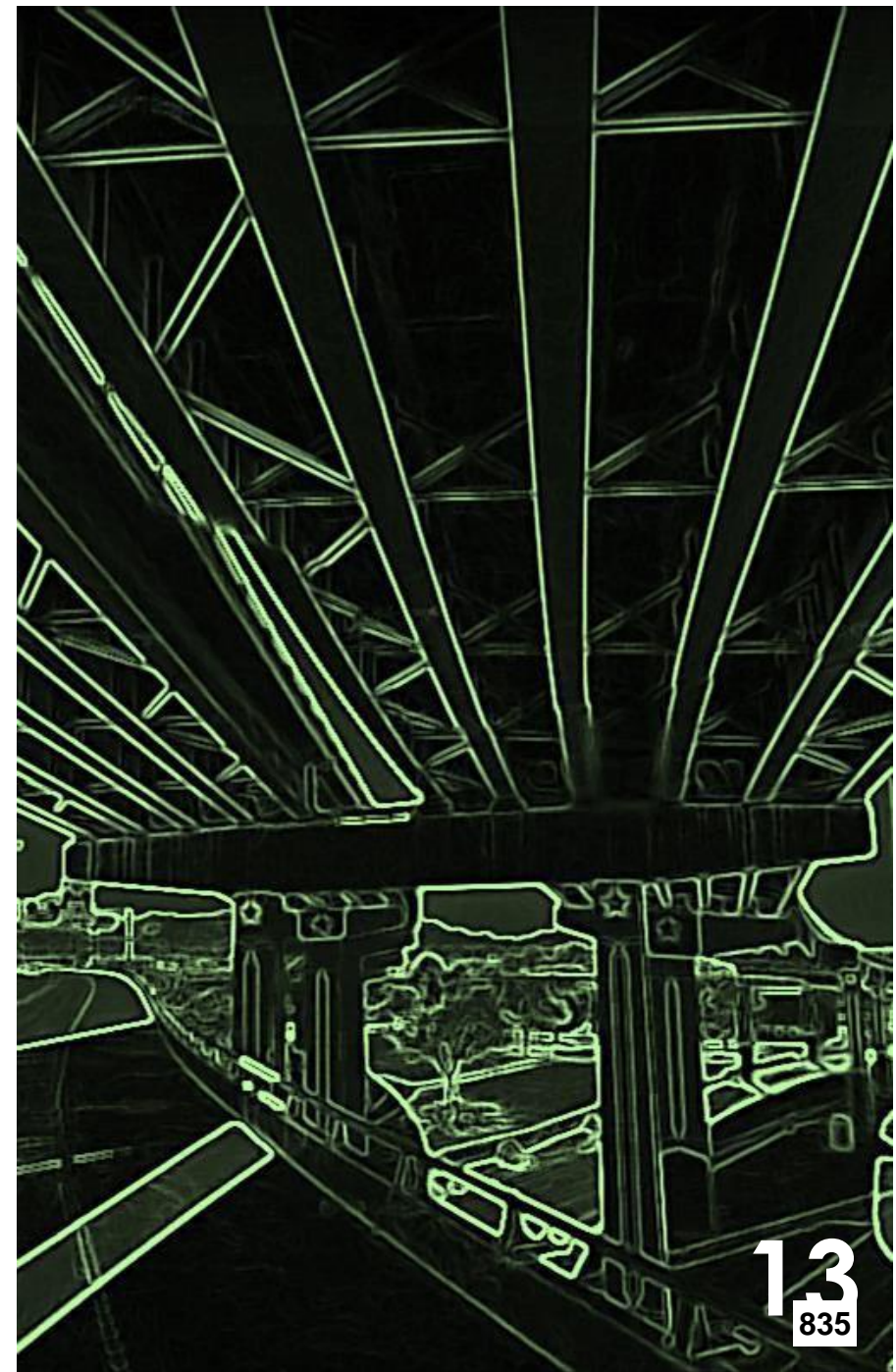
# Upper Deck – I10 El Paso//Planning Grant



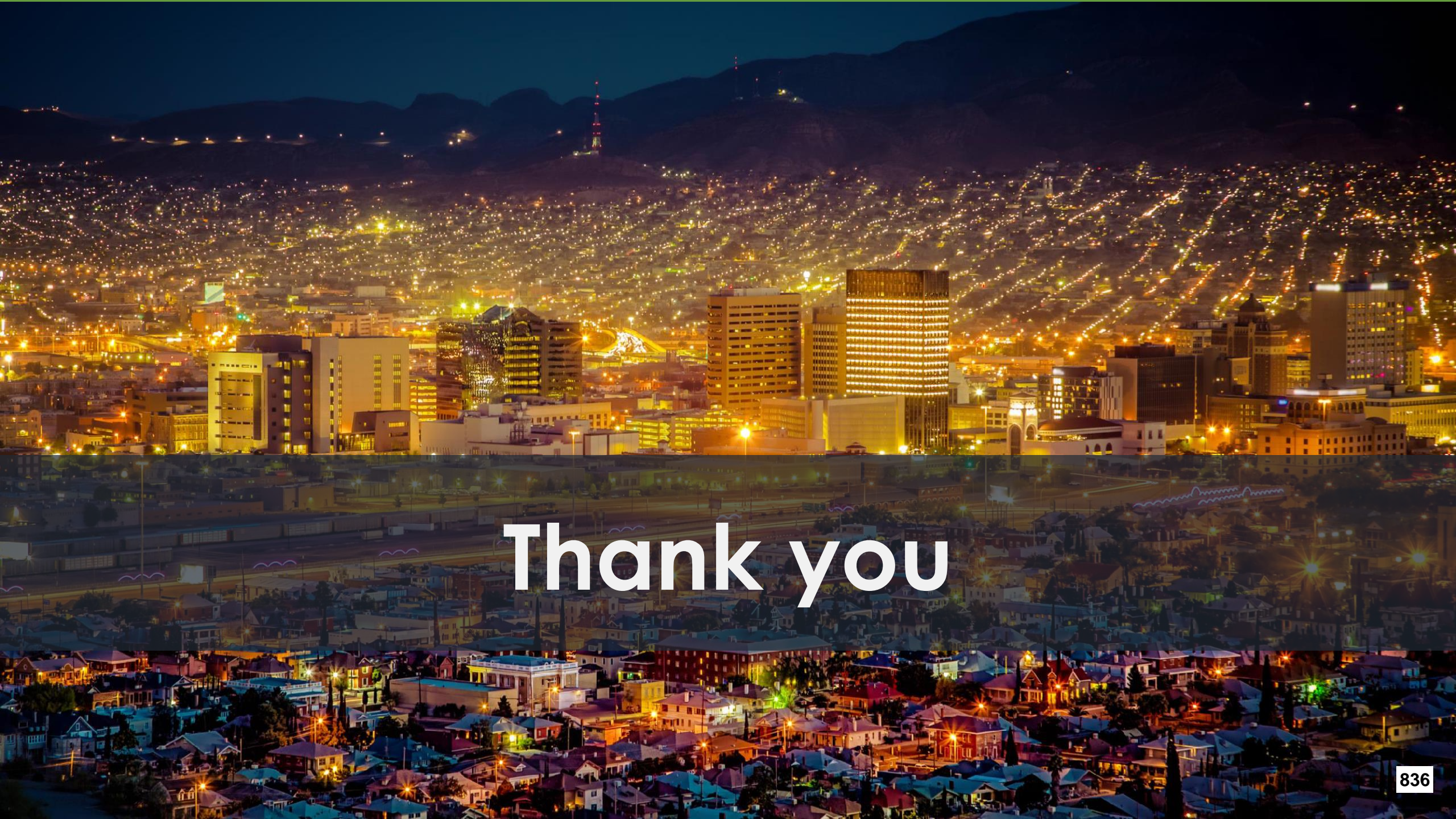


# Recommended Action

- City of El Paso hereby expressed support to apply for BUILD grant funds to support the following projects
  - Corridor TOD Reconstruction
  - Upper Deck I-10 Planning Grant







Thank you





Legislation Text

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**File #: 21-442, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

Members of the City Council, Representative Henry Rivera, (915) 212-0007

**AGENDA LANGUAGE:**

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

Discussion and action on a City Resolution supporting fair and comprehensive immigration reform.

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

**DEPARTMENT:** Mayor & Council

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON NAME + NUMBER:**

Rep. Peter Svarzbein (915-212-1002)

Rep. Alexandra Annello (915-212-0002)

Rep. Henry Rivera (915-212-0007)

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

**STRATEGIC GOAL:**

**SUBJECT:**

Discussion and action on a city resolution supporting fair and comprehensive immigration reform.

**BACKGROUND / DISCUSSION:**

As our policymakers continue to consider immigration reform proposals, we urge the U.S. House of Representatives, the U.S. Senate and the President to demonstrate leadership by embracing fair and effective immigration policies, and work to achieve true comprehensive immigration reform.

**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? No

If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

**RESOLUTION SUPPORTING FAIR AND COMPREHENSIVE  
IMMIGRATION REFORM**

**WHEREAS**, our nation's immigrants have made invaluable contributions to the progress of the **City of El Paso** and the United States;

**WHEREAS**, immigrants continue to enrich the social, economic, cultural and civic life of our country, our state and our city;

**WHEREAS**, we believe that comprehensive immigration reform policies must recognize the contribution of newcomers, as well as the important role that immigrant workers and their families play in the future growth of our nation, state and city;

**WHEREAS**, we believe that in order to best ensure our nation's security and public safety, our immigration enforcement measures must be effective, fair and humane;

**WHEREAS**, our nation's policymakers are considering several proposals which would make significant changes in our immigration law and our policies affecting the treatment of newcomers; now therefore be it

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

1. As our policymakers continue to consider immigration reform proposals, we urge the U.S. House of Representatives, the U.S. Senate and the President to demonstrate leadership by embracing fair and effective immigration policies, and work to achieve true comprehensive immigration reform; and be it further
2. We urge the U.S. House of Representatives, the U.S. Senate and the President to enact comprehensive immigration reform that:
  - Provides an "earned path" to legal permanent residency and eventually U.S. citizenship for immigrant workers and their families, including Dreamers, Temporary Protected Status grantees and farmworkers;
  - Includes provisions to reunify families and reduce the immigration family backlog;
  - Actively furthers the civic integration of newcomers by promoting naturalization, eliminating unfair barriers to U.S. citizenship and making more resources available for English-Language-Learning and civics instruction;
  - Advances the use of immigration enforcement and border security measures that are effective and humane;
  - Addresses the fundamental cause of migration to the United States – the need for sustainable social and economic development in the communities where migrants originate; and be it further



3. That the **City of El Paso** will collaborate with all organizations dedicated to carrying out the intents and purposes of this resolution, to the extent allowed by law; and be it further
4. That the **Clerk of the City of El Paso** will make a copy available of this resolution for the President of the United States, the Speaker of the United States House of Representatives, and the President Pro Tempore of the U.S. Senate so that it may be included as part of the Congressional Record.

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

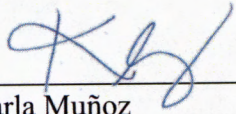
**CITY OF EL PASO:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Karla Muñoz  
Assistant City Attorney





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-446, Version: 1**

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

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

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

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

#### **All Districts**

Members of the City Council, Representative Isabel Salcido, (915) 212-0005

#### **AGENDA LANGUAGE:**

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

Discussion and action on a Resolution recognizing April 2021 as National Autism Awareness Month.

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

**DEPARTMENT:** Mayor and Council

**AGENDA DATE:** 04/13/2021

**CONTACT PERSON NAME AND PHONE NUMBER:**

Rep. Isabel Salcido, 915-212-0005

**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 on a Resolution recognizing April 2021 as National Autism Awareness Month

**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

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

## **RESOLUTION RECOGNIZING APRIL AS NATIONAL AUTISM AWARENESS MONTH**

**WHEREAS**, April is National Autism Awareness Month and provides an opportunity to highlight the importance of support for research, early intervention, timely diagnosis, and appropriate treatment; and

**WHEREAS**, according to estimates from the CDC, about 1 in 54 children has been identified with autism spectrum disorder (ASD), a developmental disability that can cause significant social, communication and behavioral challenges; and

**WHEREAS**, there is often nothing about how people with ASD look that sets them apart from other people, but people with ASD may communicate, interact, behave, and learn in ways that are different from most other people; and

**WHEREAS**, it is important to know that ASD does not require a cure, and the reason for this awareness is not to help raise funds to "cure" autism but rather to diagnose young children and provide them with the resources they need; and

**WHEREAS**, children with ASD should not be left out of activities just because they have differing social skills and intellectual abilities, and

**WHEREAS**, schools everywhere should promote inclusion of all children within the educational environment because developing children should be able to interact with children with any disorder or disability and vice versa; and

**WHEREAS**, the families of people with ASD in the City of El Paso live this disability with courage.

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

The City of El Paso recognizes the month of April 2021 as National Autism Awareness Month.

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

**THE 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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Roberta A. Brito  
Assistant City Attorney





Legislation Text

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File #: 21-447, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Members of the City Council, Representative Peter Svarzbein, (915) 212-0001

Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

**AGENDA LANGUAGE:**

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

Discussion and action to direct the City Manager and the City Attorney to begin the Municipal Districting Commission process in accordance of the El Paso City Charter, Section 2.4.

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

**DEPARTMENT:** Mayor and Council

**AGENDA DATE:** 4.7.21

**CONTACT PERSON NAME AND PHONE NUMBER:** Representative Cassandra Hernandez 212.0003  
Representative Peter Svarzbein 212.0001  
Representative Alessandra Annello 212.0002

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:**

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

**SUBJECT:**

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

Discussion and Action to direct the City Manager and City Attorney to begin the municipal districting commission process in accordance of the El Paso City Charter, Section 2.4.

**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?**

Following the publication of decennial United States census results, each Representative shall nominate one qualified voter from his or her district and the Mayor shall nominate one qualified voter from the City at large. Upon approval by the Council, these nominees shall comprise the Districting Commission.

**PRIOR COUNCIL ACTION:**

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

**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?**

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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)



Legislation Text

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File #: 21-449, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 2**

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

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

**AGENDA LANGUAGE:**

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

Discussion and action to support SB 1704 designating U.S. Highway 54 in El Paso as the Korean War Veterans Memorial Highway by adding the item to the City's State 87th Legislative Session Agenda as a support item and that a letter of support for SB 1704 be provided to the Senator and any committees that will be considering the bill.

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

**DEPARTMENT:** Mayor and Council

**AGENDA DATE:** 4.13.21

**CONTACT PERSON NAME AND PHONE NUMBER:** Representative Cassandra Hernandez 212.0003  
Representative Joe Molinar 212.0004  
Representative Alexsandra Anello 212.0002

**DISTRICT(S) AFFECTED:** 2 (Northeast El Paso)

**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 to support SB 1704 designating U.S. Highway 54 in El Paso as the Korean War Veterans Memorial Highway by adding to the City's State 87th Legislative Session Agenda and directing the Mayor to provide a letter of support for SB 1704 to the Texas Senate Transportation Committee.

**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?**

SB 1704 proposes to dedicate a portion of U.S. Highway 54 in El Paso County as the Korean War Veterans Memorial Highway to honor the veterans who fought in the Korean War.

During the Korean War over 50,000 American soldiers lost their lives and double that amount were wounded. Despite this grueling conflict, the Korean War has been referred to as the "Forgotten War." SB 1704 proposes to dedicate a portion of U.S. Highway 54 in El Paso County as the Korean War Veterans Memorial Highway to honor the veterans who fought in the Korean War, so their bravery and sacrifice will not be forgotten.

The portion of United States Highway 54 in El Paso County between its intersection with State Highway Loop 375 and the New Mexico state border is already designated as the Korean War Veterans Memorial Highway.

**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?**

No budget required

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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)

By: Blanco

S.B. No. 1704

A BILL TO BE ENTITLED

AN ACT

relating to the designation of the portion of United States Highway 54 in El Paso County as the Korean War Veterans Memorial Highway.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter B, Chapter 225, Transportation Code, is amended by adding Section 225.190 to read as follows:

Sec. 225.190. KOREAN WAR VETERANS MEMORIAL HIGHWAY. (a) The portion of United States Highway 54 in El Paso County between its intersection with State Highway Loop 375 and the New Mexico state border is designated as the Korean War Veterans Memorial Highway. This designation is in addition to any other designation.

(b) Subject to Section 225.021(c), the department shall:

(1) design and construct markers indicating the designation as the Korean War Veterans Memorial Highway and any other appropriate information; and

(2) erect a marker at each end of the highway and at appropriate intermediate sites along the highway.

SECTION 2. This Act takes effect September 1, 2021.



## **SENATE BILL 1704**

### **BY SENATOR CESAR BLANCO**

*relating to the designation of the portion of the United States Highway 54 in El Paso County as the Korean War Veterans Memorial Highway.*

#### **Background**

July 27th, 2021 marks the 68th anniversary of the armistice ending the Korean War. The deadly Korean War resulted in 54,246 lost American troops, 103,284 wounded troops, and over 7,140 prisoners of War in some of the most unimaginably hostile conditions such as torture, inhumane treatment, and acute hunger. 40 percent of prisoners died in captivity. Unfortunately, 8,177 lives are still missing in action.

The Korean War has been referred as the "Forgotten War." The Americans who served in the Korean War deserve to be honored. Honoring these veterans will ensure that veteran's who sacrificed their lives in the Korean War was not in vain and that their memories will live forever in the hearts and minds of generations to come. SB 1704 proposes to dedicate a portion of U.S. Highway 54 in El Paso Paso County as the Korean War Veterans Memorial Highway to honor the veterans who fought in the Korean War.

#### **Bill Details**

SB 1704 designates a portion of United States Highway 54 in El Paso County as the Korean War Veterans Memorial Highway.



April 6, 2021

The Honorable Sen. Robert Nichols, Chair  
Senate Committee on Transportation  
SHB 450  
P.O. Box 2910  
Austin, TX 78768

RE: Senate Bill 1704 (Blanco)

Dear Chairman Nichols:

I am writing to express the El Paso County Commissioners Court's enthusiastic support for Senate Bill 1704 by Sen. César J. Blanco. During our commissioners court meeting on April 5, the commissioners court unanimously voted to formally add to our 87<sup>th</sup> Legislative Session agenda support for designating U.S. 54 in El Paso as the Korean War Veterans Memorial Highway. Designating U.S. 54 to honor Korean War veterans positively reflects our community's appreciation for veterans and El Paso's ongoing support for our military. We respectfully urge the Senate Transportation Committee, and the full legislature, to pass this important bill into law.

Thank you for your consideration of this matter, and for your service to the people of Texas.

Sincerely,

A handwritten signature in blue ink that reads "Ricardo A. Samaniego".

Ricardo A. Samaniego  
El Paso County Judge