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

## Final AGENDA FOR THE REGULAR COUNCIL MEETING

June 08, 2021 9:00 AM Teleconference phone number 1-915-213-4096 Toll free number: 1-833-664-9267 Conference ID: 686-337-968#

## AND

## AGENDA REVIEW MEETING June 7, 2021 9:00 AM Teleconference phone number: 1-915-213-4096 Toll free number: 1-833-664-9267 Conference ID: 768-546-719#

## 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 June 7, 2021 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on June 8, 2021 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, June 7, 2021 Conference ID: 768-546-719# Regular Council Meeting, June 8, 2021 Conference ID: 686-337-968#

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

https://www.elpasotexas.gov/city-clerk/meetings/city-council-meetings and http://legacy.elpasotexas.gov/muni\_clerk/Sign-Up-Form-Call-To-The-Public.php

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

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

A quorum of City Council must participate in the meeting.

## ROLL CALL

## INVOCATION

## PLEDGE OF ALLEGIANCE

Pasodale Elementary Ms. Liseth Martin's 4th Grade Class

> Daniela Rodriguez Jovanna Contreras Daffney Ponce Jan Valle Sofia Sanchez Anthony Munoz Felipe Lopez Aaliyah Villareal

## MAYOR'S PROCLAMATIONS

**Riverside High School Baseball Day** 

## Army 246th Birthday

## 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 May 25, 2021, the<br/>Agenda Review Meeting of May 24, 2021, and the Work Session of May 24,<br/>2021.21-647

### 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. This Resolution is to authorize the City Manager to sign a General Aviation <u>21-608</u> Lease between the City of El Paso ("Lessor") and Far West Texas & Southern New Mexico Trauma Regional Advisory Council ("Lessee") for the use of a 9,500 square foot warehouse located on a portion of Lot 2A, Block 4, El Paso International Tracts, Unit 10 City of El Paso, El Paso County, Texas municipally known and numbered as 1820 American Drive, El Paso, Texas.

The lease effective date is June 15, 2021. The term is three (3) months with three (3) additional terms of three (3) months. The site is 9,500 square feet at \$3.1579 per square foot and the monthly rate is \$2,500 per month. The lease agreement expires September 15, 2021 with option to extend.

### District 2

Airport, Sam Rodriguez, (915) 212-7301

 The linkage to the Strategic Plan is subsection: 1.1 - Stabilize and Expand El 21-609 Paso's Tax Base. Award Summary:

Request that the City Manager be authorized to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the BETTER BUSINESS BUREAU OF EL PASO ("BBB"), for the BBB to provide marketing services for the "EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS" in an amount not to exceed \$116,500.00.

Contract Variance:

No contract variance.

Department:	Economic Development
Award to:	Better Business Bureau Foundation of El Paso
	El Paso, TX
Initial Term:	9 months
Total Estimated Award:	\$116,500.00 (9 months)
Account No.:	480-1000-48010-522150
Funding Source:	Economic Development Outside Contracts
Districts(s):	All
Sole Source No.:	2021-1198

This is a non-competitive, Service Agreement.

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.

#### All Districts

Economic and International Development, Jessica Herrera, (915) 212-1624 Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181

5. A Resolution that the City Council hereby supports the stationing of the United States Army's newest Air Defense Artillery Battalion at Fort Bliss Texas, and that the City of El Paso welcomes these soldiers and their family members into our community with open arms.

### All Districts

Airport, Sam Rodriguez, (915) 212-7301

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

6. 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 intersections of Boeing Dr. and Bonanza St. and Boeing Dr. and Continental Dr. legally described as a 0.0594 acre Portion of Lot 4, Block 20, El Paso International Airport Tracts Unit Twelve, Recorded in File No. 2020-0013751, Plat records of El Paso County, Texas, within the City of El Paso, El Paso County, Texas.

### District 3

Airport, Sam Rodriguez, (915) 212-7301

7. That the City Manager, or designee, be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located near the intersection of Boeing Dr. and Bonanza St. legally described as a 0.0463 acre Portion of Lot 4, Block 3, El Paso International Airport Tracts Replat of Unit 5, recorded in Volume 28, Page 48, Plat records of El Paso County, Texas, within the City of El Paso, El Paso County, Texas.

## **District 3**

Airport, Sam Rodriguez, (915) 212-7301

8. That the City Manager be authorized to sign the First Amendment to the 2020-937 Parks Litter Control Contract by and between the City of El Paso (City) and WorkQuest f/k/a TIBH INDUSTRIES, INC. ("WorkQuest"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC. D/B/A XCEED RESOURCES ("XCEED"), the performing party, to add additional park sites to the list of locations and to add additional cleanings to parks in the current list at which the contractors will perform cleaning and maintenance services until the expiration of this contract for an additional estimated cost to the City of an amount not to exceed \$63,044.52.

## All Districts

Streets and Maintenance, Richard J. Bristol, (915) 212-7001 Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181

9. That the City Manager, or designee, be authorized to sign a Consent to Assignment of Contract from PAVETEX ENGINEERING, LLC., a Texas limited liability company (Assignor) to ATLAS TECHNICAL CONSULTANTS, LLC., a Delaware foreign limited liability company ("Assignee") with respect to the City of El Paso's Solicitation #2020-1184R to perform geotechnical and materials testing consulting services on a task by task basis.

In addition, it is requested that the City Attorney's Office review and that the City Manager, or designee, be authorized to execute any related contract documents and agreements necessary to effectuate this assignment of contract.

## **All Districts**

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

## CONSENT AGENDA - BOARD RE-APPOINTMENTS:

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

**10.** Mark Wancho to the Open Space Advisory Board by Representative Alexsandra Annello, District 2.

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

21-615

21-626

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

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

11.	Joe Garibay to the Open Space Advisory Board by Representative Joe Molinar, District 4.	<u>21-651</u>
	Members of the City Council, Representative Joe Molinar, (915) 212-0004	
Goal	8: Nurture and Promote a Healthy, Sustainable Community	
12.	Michelle Adjemian to the City Accessibility Advisory Committee by Representative Cassandra Hernandez, District 3.	<u>21-656</u>

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

## CONSENT AGENDA - BIDS:

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

**13.** The linkage to Strategic Plan is subsection 6.1 - Recruit and retain a skilled and diverse workforce.

### Award Summary:

The award of Solicitation No. 2021-0723 Background Checks to Honesta Screening LLC and KENTECH Consulting, Inc., for an initial term of three (3) years for an estimated amount of \$174,564.00. The award also includes a two (2) year optional term for an estimated amount of \$116,376.00. The total value of the contract is, including the initial term plus option is five (5) years, for an estimated amount of \$290,940.00. This contract will allow pre-employment and promotional background investigation services for prospective new hire, promotional or volunteer candidates with the City of El Paso.

Contract Variance:

New contract, no variance.

Department:	Human Resources
Vendor #1:	Honesta Screening LLC
	El Paso, TX
Item(s):	Group I
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$ 43,335.00
Initial Term Estimated Award	: \$130,005.00 (3 years)
Total Estimated Award:	\$216,675.00 (5 years)

Vendor #2: Item(s): Initial Term: Option to Extend: Annual Estimated Award: Initial Term Estimated Av Total Estimated Award:	· )
Total Annual Amount: Total Initial Term Award: Total Estimated Award: Account No.:	58,188.00 (2 Vendors) \$174,564.00 (3 years) (2 Vendors) \$290,940.00 (5 years) (2 Vendors) 522150-209-1000-14015-P1409 522120-451-1000-51230-P5106 522120-451-1000-51230-P5107 522120-451-1000-51220-P5103 522120-451-1000-51220-P5103 522120-451-1000-51230-P5106 522120-451-1000-51230-P5107 522120-451-1000-51230-P5107 522120-451-1000-51240-P5108 522120-451-1000-51260-P5111 522120-451-1000-51260-P5112 522120-451-1000-51260-P5121 522120-451-1000-51270-P5113 522120-451-1000-51270-P5114 522120-451-1000-51270-P5114 522120-451-1000-51280-P5116
Source:	522150-322-1000-22010-P2202 Outside Contracts - NOC
District(s):	Security Contracts All

This is a Best Value, unit price contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to Honesta Screening LLC and KENTECH Consulting, Inc., the bidders offering the best value bid. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

## All Districts

Human Resources, Nuria Valdez, (915) 212-1244 Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

**14.** Discussion and action to direct the City Manager to develop a review of Climate Change Action Plans of other cities comparable to El Paso, not limited to Austin, Dallas, Houston, Denver, Oakland, and Las Cruces, and to report back to City Council in 60 days for the purpose of developing a City-wide Climate

<u>21-652</u>

## Action Plan.

## 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 Cissy Lizarraga, (915) 212-0008

**15.** Discussion and action for the Mayor, on behalf of the city council, to sign a letter by Mayors United Against Antisemitism, united against hate and declaring unequivocally that antisemitism is incompatible with the fundamental values of democracy.

### All Districts

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

16. Discussion and action on a resolution that the City Council declares that the expenditure of District 7 discretionary funds in an amount not to exceed \$2,000.00 to purchase a laptop to be used by City Representative District 7 staff serves a municipal purpose of providing better and more mobile communication with the District 7 office and District 7 constituents, promoting transparent and consistent communication amongst all members of the community.

### **District 7**

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

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

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

**17.** Presentation and discussion providing the Strategic Plan Goal Team reporting**21-620**series wrap-up.

## **All Districts**

City Manager's Office, Julie Baldwin-Munoz, (915) 212-1204

**18.** Budget Update - FY 2022 Preliminary Budget Overview.

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

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 686-337-968#

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

## **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 9:00 a.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 3: Promote the Visual Image of El Paso

19. An Ordinance changing the zoning of all of Lots 1 through 20, Block 266, and a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approving a Master Zoning Plan. 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: 405 Montana Ave. Applicant: SLI Engineering c/o Georges Halloul, PZRZ21-00001 [POSTPONED FROM 05-25-2021]

### **District 8**

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

## PUBLIC HEARING WILL BE HELD ON JUNE 22, 2021

**20.** An Ordinance granting Special Permit No. PZST21-00001, to allow for a 100% reduction in parking on the property described as All of Lots 1-6 & 11-20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070.B 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 and detailed site development plan meets the intent of the Future Land Use designation for the property and is in accordance

21-563

with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 405 Montana Ave. Applicant: SLI Engineering, c/o Georges Halloul, PZST21-00001 [POSTPONED FROM 05-25-2021]

#### **District 8**

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

## PUBLIC HEARING WILL BE HELD ON JUNE 22, 2021

**21.** An Ordinance changing the zoning of Tract 1J3, 1J1B, and 1K2, Block 10, and a portion of Tract 1H, Block 10, Upper Valley Grant Surveys, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and P-R I/C (Planned Residential I/Conditions) to G-MU (General-Mixed Use) and G-MU/C (General-Mixed Use/Conditions) and approving a Master Zoning Plan. 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: South of Artcraft Road and East of Westside Drive Applicant: Wright and Dalbin Architects c/o Geoffrey Wright, PZRZ21-00004

## District 1

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

## PUBLIC HEARING WILL BE HELD ON JULY 7, 2021

22. An Ordinance granting Special Permit NO. PZST21-00008, to allow for a 55' Ground-Mounted Personal Wireless Service Facility on the property described as a portion of Tracts 9B, 9C, and 10A, Block 48, Ysleta Grant, 9100 Alameda Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.455 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **THIS IS AN APPEAL.** 

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: 9100 Alameda Avenue Applicant: Verizon c/o Les Gutierrez PZST21-00008

### District 6

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

PUBLIC HEARING WILL BE HELD ON JULY 7, 2021

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

**23.** An Ordinance amending Title 3 (Revenue and Finance) of the El Paso Municipal Code, Chapter 3.04 (Property Taxes) by amending section 3.04.040 (Exemption - Residence Homestead) to increase the Ad Valorem Property Tax Exemption for individuals over 65 and disabled citizens who qualify under the current code. <u>21-632</u>

#### All Districts

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

### PUBLIC HEARING WILL BE HELD ON JUNE 22, 2021

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

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

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

<u>21-614</u>

Discussion and action that the Purchasing & Strategic Sourcing Director is authorized to notify Cengage Learning, Inc. that the City is terminating Contract 2019-639 Career Online High School for convenience, pursuant to the provisions and requirements of the purchase order terms and conditions, and that the termination shall be effective as of July 31, 2021.

#### All Districts

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

**25.** The linkage to the Strategic Plan is subsection: 4.2 - Create innovative **21-610** recreational, educational and cultural programs.

Award Summary:

Discussion and action to request for the Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Orders over the next three (3) years totaling an estimated amount of \$172,125.00 to Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education the sole source provider for Career Online High School (COHS), with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The award of this contract will allow Library Department to continue with the career online high school.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: A decrease of \$272,750.00 for the initial term, which represents a 61.31% decrease due to the program distribution coming directly from Smart

Horizons Career Online High School, LLC dba Smart Horizons Career Online Education without a distributor.

Department:	Library
Award to:	Smart Horizons Career Online High School,
	LLC dba
	Smart Horizons Career Online Education
	Pensacola, FL
Initial Term:	3 years
Total Estimated Award:	\$172,125.00 (3 years)
Account No.:	453-1000-53010-531030
Funding Source:	General Funds
Districts(s):	All
Sole Source No.:	2021-1197

This is a sole source, Service Contract.

### All Districts

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

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

<u>21-611</u>

#### Award Summary:

Discussion and action on the award of Solicitation 2021-0762 Joey Barraza and Vino Memorial Park Phase II to PERIKIN ENTERPRISES, LLC for an estimated award of \$4,791,485.32. The project consists of the addition of a dog park and one soccer field addition to the existing park. The improvements lie between Joey Barraza and Vino Memorial Park (formerly known as Northeast Regional Park).

Department:	Capital Improvement
Award to:	PERIKIN ENTERPRISES, LLC
	Albuquerque, NM
Items:	Base Bid I & Additive Alternate I
Initial Term:	300 Consecutive Calendar Days
Base Bid I:	\$1,568,772.02
Additive Alternate I:	\$3,222,713.30
Total Estimated Award:	\$4,791,485.32
Funding Source:	Parkland Dedication and Texas Wildlife Grant
Account:	190-4800-29010-580270-PCP13PRKA23A
	451-2670-51440-580270-GS51170033
District:	4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to PERIKIN ENTERPRISES, LLC, the lowest responsive and responsible bidder.

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

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

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

## District 4

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

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

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

**21-616** 

### Award Summary:

Discussion and action on the award of Solicitation 2021-1152 Oregon Street Lighting to Tri-State Electrical, Ltd for an estimated award of \$1,014,900.00. The purpose of the project is to enhance Oregon Street by installing street and pedestrian illumination that will provide improved visibility and safety to pedestrians and vehicles using the corridor while encouraging the use of Sun Metro's BRIO and the El Paso Streetcar.

Department:	Capital Improvement	
Award to:	Tri-State Electrical, Ltd	
	Vinton, TX	
Items:	Base Bid I	
Initial Term:	80 Consecutive Calendar Days	
Base Bid I:	\$1,014,900.00	
Total Estimated Award: \$1,014,900.00		
Funding Source:	2017 Certificates of Obligation	
Account:	190-4743-38290-580270-PCP18ST015	
Districts:	1 and 8	

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Tri-State Electrical, Ltd, the 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.

### Districts 1 & 8

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

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

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

28. 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 \$2,680,182. Such real property legally described as a 6.6348 acres (289,013 SQ. FT.) parcel of land located in the T.&P.R.R. Co. Survey, Township No. 2, Block No. 80, Section No. 35, Abstract No. 2418, El Paso County, Texas, being a Portion of Lot 2, Block 2, Butterfield Trail Aviation Park, Unit Two, A Subdivision recorded in Volume 78, Page 87 and 87A, of the Plat Records of El Paso County, Texas (P.R.E.P.C.TX.), Described in a deed from the United States of America to the City of El Paso, recorded in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records of El Paso County, Texas (D.R.E.P.C.TX.).

### All Districts

Airport, Sam Rodriguez, (915) 212-7301

29. 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 \$3,893,309. Such real property legally described as parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R. E. P. C. TX).

### **All Districts**

Airport, Sam Rodriguez, (915) 212-7301

<u>21-568</u>

<u>21-570</u>

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

30. An Ordinance changing the zoning of Tract 2-A, Block 52, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch- Farm) and R- F/H (Ranch-Farm/Historic) to R-3/C (Residential/Condition) and R-3/H/C (Residential/Historic/Condition) and imposing conditions. The penalty being as provided in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: South of Americas Avenue and West of Socorro Road Applicant: B&B Socorro, LLC PZRZ20-00019

### District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Adriana Martinez, (915) 212-1611

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

**31.** An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 <u>21-565</u> (Schedules), Section 12.88.030 (Schedule III - Parking prohibited at all times on certain streets), of the City Code, to add portions of Cross Street; the penalty being provided in Section 12.84 of the El Paso City Code.

#### **District 4**

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

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

32. An Ordinance amending Title 12, Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV - Speed limits), to amend Paragraph F (thirty-five miles per hour), by amending Subparagraph 32, to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Dr.; the penalty being provided in Chapter 12.84 of the El Paso City Code.

#### **District 5**

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

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

33. An Ordinance amending The El Paso City Code Title 2 (Administration And Personnel), Chapter 2.44 (City Of El Paso Courts) Section 2.44.010 (Created), Subsection (B); and Section 2.44.030 (Judges), Subsections (C) And (F), in order to allow for specified Sub-Courts under the purview of the Presiding Judge; and Title 2 (Administration and Personnel), Chapter 2.44 (City of El Paso Courts) Section 2.44.010 Created, Subsection (D); Section 2.44.030

(Judges), Subsection (E)(1); Section 2.44.040 (Practice And Procedure), Subsection (A); Section 2.44.060 (Summons And Citations-Fee Schedule-Payments); And Section 2.44.080 (Special Expense Fee) to provide updates, corrections and clarification of Municipal Court procedures.

### All Districts

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

## **REGULAR AGENDA - OTHER BUSINESS:**

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

34. Discussion and action on a Resolution to approve creation of one division within the Presiding Judge's Court. This division is a separate temporary court that will be presided over by Associate Judges, as assigned by the Presiding Judge. The time period will be from August 1, 2021 to July 31, 2022. As of April 30, 2021, there are approximately 131,516 cases awaiting trials or hearings in Municipal Court. The temporary court will focus on traffic, animal, accident, pre-capias/warrant and environmental cases.

### **All Districts**

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

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

**35.** Discussion and action that the City Manager be authorized to sign a First Amendment to a Chapter 380 Economic Development Program Agreement between the City of El Paso, Texas, a Texas home rule municipal corporation, and SDI Technologies, Inc., a Delaware Corporation, KIDdesigns, Inc., a New Jersey corporation; and EL PASO GATEWAY, LLC, a Texas Limited Liability Company [formerly: SDI ABP LLC], to extend the deadlines by which Applicant must meet its Full-Time Employment requirements, in the City of El Paso, Texas.

### **District 6**

Economic and International Development, Jessica Herrera, (915) 212-1620

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

- **36.** Discussion and action that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform traffic engineering services on a task order basis by and between the City of El Paso and each of the following three (3) consultants:
  - 1. AECOM Technical Services, Inc.
  - 2. CONSOR Engineering, LLC.
  - 3. Walter P Moore & Associates, Inc.

Each On-Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00), and each agreement will

21-607

include authorization for the City Engineer to approve additional Basic Services and Reimburseables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee are authorized to establish the funding sources and make necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

## All Districts

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

## 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, Alexsandra 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

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

Discussion and action on the following:

EX1.	Annual performance evaluation for City Attorney (551.074)	<u>21-639</u>
	City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033	
EX2	Annual performance evaluation for City Manager (551.074)	<u>21-640</u>
	City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033	

## 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 THE ADDRESS BELOW:

http://www.elpasotexas.gov/



El Paso, TX

Legislation Text

## File #: 21-647, Version: 1

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

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

### AGENDA LANGUAGE:

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

Approval of Minutes of the Regular City Council Meeting of May 25, 2021, the Agenda Review Meeting of May 24, 2021, and the Work Session of May 24, 2021.

OSCAR LEESER MAYOR

TOMMY GONZALEZ CITY MANAGER



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

### AGENDA REVIEW MINUTES May 24, 2021 9:00 A.M.

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

The City Council met via videoconference on the above date. The meeting was called to order at 9:01 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Claudia Rodriguez, and Henry Rivera. Isabel Salcido joined the meeting at 9:05 a.m. Cissy Lizarraga requested to be excused.

The agenda items for the May 25, 2021 Regular City Council were reviewed.

## The following items were discussed together:

## 27. REGULAR AGENDA – FIRST READING OF ORDINANCES

An Ordinance granting Special Permit No. PZST21-00001, to allow for a 100% reduction in parking on the property described as All of Lots 1-6 & 11-20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070.B 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 and detailed site development plan meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 405 Montana Ave. Applicant: SLI Engineering, c/o Georges Halloul, PZST21-00001

## 28. REGULAR AGENDA – FIRST READING OF ORDINANCES

An Ordinance changing the zoning of all of Lots 1 through 20, Block 266, and a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approving a Master Zoning Plan. 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: 405 Montana Ave. Applicant: SLI Engineering c/o Georges Halloul, PZRZ21-00001 Mayor Leeser and Representatives Svarzbein and Hernandez commented.

The following City staff members commented:

- Ms. Anne Guayante, Lead Planner
- Ms. Laura D. Prine, City Clerk

## 30. <u>REGULAR AGENDA – FIRST READING OF ORDINANCES</u>

An Ordinance amending Title 12, Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV - Speed limits), to amend Paragraph F (thirty-five miles per hour), by amending Subparagraph 32, to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Dr.; the penalty being provided in Chapter 12.84 of the El Paso City Code.

Mayor Leeser and Representative Hernandez questioned the following City staff member:

• Ms. Hannah Williams, Streets and Maintenance Traffic Engineer Associate

## 32. <u>REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF</u> ORDINANCES

An Ordinance vacating City right-of-way over a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas.

Subject Property: North of Montana Ave. and East of Campbell St. Applicant: Housing Authority of the City of El Paso SURW21-00002

Mayor Leeser and Representative Svarzbein commented.

## 33. REGULAR AGENDA – OTHER BUSINESS

Discussion and action to adopt the changes to the Resolution establishing the Veterans Affairs Advisory Committee.

Mayor Leeser commented.

The following members of City staff commented:

- Mr. Paul Albright, Chief Military Officer
- Ms. Laura D. Prine, City Clerk

Motion made by Representative Salcido, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 9:19 a.m.

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

ABSENT: Representative Lizarraga

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER MAYOR

TOMMY GONZALEZ CITY MANAGER



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

## CITY COUNCIL WORK SESSION MINUTES May 24, 2021 9:05 AM

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

.....

The City Council of the City Council met on the above time and date via videoconference. Meeting was called to order at 9:19 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, and Henry Rivera. Cissy Lizarraga requested to be excused.

.....

## <u>AGENDA</u>

1. Discussion and action that the Mayor be authorized to sign, in counterpart originals in both English and Spanish, a Sister City Agreement between the City of El Paso, State of Texas, and the City of Chihuahua, State of Chihuahua.

Ms. Jessica Herrera, Economic and International Development Director, introduced the item and the representatives from the City of Chihuahua.

Mayor Leeser and Representative Svarzbein spoke on behalf of the City and expressed their gratitude to the City of Chihuahua for their willingness to work together toward common goals.

The following participants provided input during the discussion:

- 1. Mr. Mauricio Ibarra Ponce de Leon, Consul General of Mexico in El Paso
- 2. Mr. Eric Cohan, Consul General of the United States in Cuidad Juarez
- 3. Ms. Maria Angelica Granados Trepalacios, Mayor of the City of Chihuahua

Representatives Salcido and Rodriguez commented.

Mr. Tommy Gonzalez, City Manager, commented.

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

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

NAYS: None ABSENT: Representative Lizarraga

#### .....

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

### 1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, introduced the item and highlighted that the City is exceeding the State's vaccination rate given that 70% of the City's population age 12 and older have received one dose. He attributes this success to the City's ability to quickly respond to changes in State mandates along with combined efforts with community partners such as hospitals and other businesses.

### 2. City Attorney Overview (Karla Nieman)

- a) State Disaster Declarations
- b) Emergency Ordinances
- c) City Attorney's Office COVID-19 Support
- d) Legal Monitoring

Ms. Josette Flores, Senior Assistant City Attorney, provided an update on State Disaster Declarations and stated that while the Governor had removed the mask mandate it will still remain in place at Court locations. She explained that pending litigation between the State of Texas and the City of Austin and Travis County was currently at the Texas Court of Appeals and stated that travel restrictions had been extended until June 21, 2021. Ms. Flores thanked staff from the City Attorney's Office for monitoring and supporting COVID-19 related items.

### 3. CFT Operations (Chief Mario D'Agostino)

Fire Chief Mario D'Agostino stated that the City remains dedicated to reaching herd immunity and said the next focus will be on the 12 to 16 age group with efforts such as hosting vaccination events at private schools.

### 4. Team Lead Reports:

- 1. Health Focus (Hector Ocaranza, M.D.)
- 2. Vaccination Update (Angela Mora)
- 3. Financial Focus (Robert Cortinas)

Dr. Hector Ocaranza, Public Health Authority, provided an update on the current pandemic situation and explained that through interventions such as masks and vaccinations the City has sustained a decline in the number of positive cases over the last three months.

Ms. Angela Mora, Public Health Director, shared information related to upcoming pop-up vaccination events and said there would be continued efforts to reach out to homebound individuals.

Mr. Robert Cortinas, Chief Financial Officer, provided an overview of the funding the City received as a result of the American Rescue Plan Act (ARPA) and went over general

guidelines. The City will receive \$154 million over the next two years.

## 5. City Manager Wrap Up (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, closed the presentation and informed Council that their feedback will be obtained for the allocation of the federal funds and encouraged the community to continue wearing masks as the City reaches herd immunity.

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

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

.....

3.

### ORDINANCE 019190

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

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

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

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

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

**WHEREAS**, on March 17, 2020, the City Council adopted Emergency Ordinance No. 019035, Extending a Disaster Declaration Due to a Public Health Emergency; and

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly, with the most recent extension taking place on April 26, 2021; and

**WHEREAS**, on May 5, 2021, Governor Abbott similarly renewed the State's COVID-19 Disaster Declaration; and

WHEREAS, the number of COVID-19 active cases in El Paso is over 1,650; and

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

**WHEREAS**, Emergency Ordinance No. 019168 which re-enacts Emergency Ordinance No. 019035 is set to expire on May 26, 2021; and

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

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

- 1. That the state of disaster proclaimed for the City of El Paso by the Mayor on March 13, 2020, and extended by Emergency Ordinance No. 019035, is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
- 2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

Representative Svarzbein commented.

Ms. Josette Flores, Senior Assistant City Attorney, commented.

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

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

Mayor Leeser consented to the adoption of the Emergency Ordinance.

.....

4.

#### ORDINANCE 019191

#### AN EMERGENCY ORDINANCE RE-ENACTING AND AMENDING EMERGENCY ORDINANCE NO. 019036, AS RE-ENACTED, RESTATED AND AMENDED BY EMERGENCY ORDINANCE NO. 019151; AND FURTHER AMENDED BY EMERGENCY ORDINANCE NO. 019169; PENALTY AS PROVIDED IN SECTION 8

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

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

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

WHEREAS, since March 2020, City Council has re-enacted Emergency Ordinance No. 019036 monthly, with the most recent re-enactment, re-statement and amendment taking place on March 16, 2021 and with the most re-enactment and amendment taking place on April 26, 2021; and

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

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

WHEREAS, on April 13, 2020, the City Council approved Emergency Ordinance 019051, which amended Emergency Ordinance No. 019036, by adding Subsection 4(a)(iii) to allow for the Director of International Bridges, for the duration of the local disaster, without recommending to City Council, to exempt certain parking meters from the parking meter fees as described in City Code 12.56.020F; and

WHEREAS, Subsection 4(a)(iii) has remained intact through all subsequent restatements, including Emergency Ordinance No. 019151, which was the most recent restatement of Emergency Ordinance No. 019036, and also through all of the amendments and reenactments, including Emergency Ordinance 019169, which was the most recent amendment and re-enactment of Emergency Ordinance No. 019036; and

WHEREAS, City Council now desires to amend Emergency Ordinance No. 019036, as reenacted, restated and amended by Emergency Ordinance No. 019151, and as recently reenacted and amended by Emergency Ordinance No. 019169, Section 4 "Suspension and Modification of Ordinances and Rules", Subsection 4(a)(iii) to delete and mark as "Reserved" the section regarding parking meter fees, to no longer suspend the parking meter fees without a recommendation to City Council; and

**WHEREAS**, on November 9, 2020, the City Council approved Emergency Ordinance 019115, which re-enacted, restated, and amended Emergency Ordinance No. 019036, by adding Section 9 which noted that State and local officials strongly urged the public to wear face coverings; and

**WHEREAS,** on March 2, 2021, Texas Governor Abbott issued GA-36, which included a provision strongly encouraging individuals to wear face coverings; and

**WHEREAS,** on May 18, 2021, Texas Governor Abbott issued GA-36, which prohibits governmental entities from mandating masks, and specifically removed the reference from GA-34 that strongly encouraged individuals to wear face coverings; and

**WHEREAS,** City Council wishes to align its Emergency Measures Ordinance with GA-36 and remove from Emergency Ordinance No. 019115, Section 9, the reference to the State strongly encouraging individuals to wear face covering.

WHEREAS, the City Council desires to re-enact and amend Emergency Ordinance No. 019036, as re-enacted, restated and amended on March 16, 2021 through Emergency Ordinance No. 019151, as further re-enacted and amended on March 29, 2021 through Emergency Ordinance No. 019156, and as further re-enacted and amended on April 26, 2021

through Emergency Ordinance No. 019169, which shall remain in effect for thirty days or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

- Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and as further re-enacted and amended by Emergency Ordinance No. 019156 and as further re-enacted and amended by Emergency Ordinance No. 019169 and penalty as provided in Section 8, is hereby reenacted.
- 2. That Section 4 (Suspension and Modification of Ordinances and Rules), subsection a, paragraph iii be amended to read as follows:

[Reserved]

3. That Section 9 (Notice of Independent Criminal Penalties), Section "A", be amended to read as follows:

Local officials strongly urge that the public wear face masks whenever possible, particularly inside of buildings and in open spaces where it is not feasible to not maintain social distancing. It is important to remember that when an individual is not wearing a face covering, and is infected with COVID-19, their coughs or sneezes propel droplets carrying the virus through the air, and those airborne droplets may infect others with the virus.

The public is hereby on notice that coughing or sneezing on another person may subject them to criminal penalties for simple assault pursuant to the Texas Penal Code.

- 4. Except as amended herein, Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, as re-enacted and amended by Emergency Ordinance No. 019156, and further amended by Emergency Ordinance 019169, and penalty as provided in Section 8, shall remain in full force and effect and continue for thirty (30) days unless re-enacted in accordance with Charter Section 3.10 or until terminated by the City Council, whichever is sooner.
- 5. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor, pursuant to City Charter Section 3.10.

Representative Svarzbein commented.

Ms. Josette Flores, Senior Assistant City Attorney, commented.

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

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

NAYS: None

. . . . . . . .

5.

#### ORDINANCE 019192

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

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

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

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

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly basis, with the most recent re-enactment taking place on January 5, 2021; and

**WHEREAS**, Governor Abbott has similarly renewed the State's COVID- 19 Disaster Declaration, with the most recent extension taking place on January 5, 2021; and

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

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

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

WHEREAS, City Council has re-enacted Emergency Ordinance Re-Enacting Emergency Ordinance No. 019091, each month, with the most recent re-enaction taking place on April 26,2021 (Ord. No. 019170) ("Re-enacting Ordinance"); and

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

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

WHEREAS, the City Council desires to re-enact its August 31, 2020, Emergency

7

Ordinance No. 019091, as amended by Emergency Ordinance No. 019119, which shall take effect immediately, and remain in effect until June 23, 2021, or until otherwise terminated, reenacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

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

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

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

ABSENT: Representative Lizarraga

Mayor Leeser consented to the adoption of the Emergency Ordinance.

- 6. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on April 28, 2021.
  - 1. Discussion and Action on the Update to the City of El Paso Investment Policy.
    - Motion made by Representative Lizarraga, seconded by Representative Salcido and approved by Representative Rivera, Representative Hernandez, Representative Lizarraga and Representative Salcido to bring the presentation to full City Council.
  - 2. Discussion and Action on the City of El Paso Internal Audit Charter.
    - Motion made by Representative Hernandez, seconded by Representative Lizarraga and approved by Representative Rivera, Representative Hernandez, Representative Lizarraga and Representative Salcido to approve the updated Charter.
  - 3. Discussion and Action on Audit Plan Updates.
    Motion made by Representative Salcido, seconded by Representative Hernandez and approved by Representative Rivera, Representative Hernandez, Representative Lizarraga and Representative Salcido to accept the 2nd Quarter Update.
  - 4. Discussion on Client Surveys.
  - 5. Presentation by the City Attorney on the Financial Oversight Advisory Committee - Legislative Oversight Authority.

Mr. Edmundo Calderon, Chief Internal Auditor, provided an overview of the items discussed during the April 28, 2021 meeting.

Mayor Leeser and Representatives Svarzbein and Rivera commented.

NO ACTION was taken on this item.

#### ..... Discussion, action and update regarding the City of El Paso's State Legislative 7. Agenda for the 87th Texas Legislative Session and other State legislative matters.

Ms. Lupe Cuellar and Mr. Snapper Carr, Legislative Attorneys, presented a PowerPoint presentation (copy on file in the City Clerk's Office) and responded to questions from Council.

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

Motion made by Representative Annello, seconded by Representative Hernandez to notify the El Paso Delegation that the City opposes SB14 which relates to the prohibition of local ordinances that regulate private employment practices.

AYES: Representatives Svarzbein, Annello, and Hernandez NAYS: Representatives Molinar, Rodriguez, and Rivera **ABSTAIN: Representative Salcido ABSENT:** Representative Lizarraga Mayor Leeser broke the tie by voting "Nay". The Motion FAILED.

.....

## **EXECUTIVE SESSION**

Motion made by Representative Hernandez, seconded by Representative Salcido, and unanimously carried that the City Council retire into EXECUTIVE SESSION at 12:52 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following:

Section 551.071 CONSULTATION WITH ATTORNEY Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

Motion made by Representative Hernandez, seconded by Representative Salcido and unanimously carried to ADJOURN the Executive Session at 2:11 p.m. and RECONVENE the meeting of the City Council at which time a motion was made.

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

.....

## EX1. Claim of Fuller, Willie (21-1026-1158) (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Hernandez and unanimously carried that the Claim made by Mr. Willie Fuller be denied.

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

## EX2. Discussion regarding the purchase of real property related to the El Paso Police Department Central Regional Command Center Project. (21-1004-1221)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Salcido and unanimously carried to **DELETE** the item.

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

ABSENT: Representative Lizarraga

## EX3. Economic Incentives for a Telecommunications Company located in the City of El Paso. (21-1007-2683) (551.071) (551.087)

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

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

NO ACTION was taken on this item.

## ADJOURN

Motion made by Representative Molinar, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** the meeting at 2:12 p.m.

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

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER MAYOR



Tommy Gonzalez City Manager CITY COUNCIL

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

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

CISSY LIZARRAGA, DISTRICT 8

.....

## MINUTES FOR REGULAR COUNCIL MEETING

## May 25, 2021 9:00 AM

.....

Due to the temporary suspension of specified provisions of 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 9:01 a.m.. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, and Henry Rivera. Cissy Lizarraga requested to be excused.

## INVOCATION BY POLICE CHAPLAIN JOE MARATTA

PLEDGE OF ALLEGIANCE

## Students from Ramona Elementary School

Gavin Avila, Weylin Brown, Jon Carreon, Isabella Cristian, Francisco De La Cruz, Zachary Guzman, Ryleigh Jordan, Jayden Lira, Marianna Lopez, Mia Mendoza, Izayah Mier, Bianca Montes, Alexander Moser, Jayden Olivas, Danai Quezada, Katelyn Robles, Azra Rodriguez, Sophia Rondan, Amaya Saucedo, Arianna Torres, Penelope Torres

## MAYOR'S PROCLAMATIONS

International Internal Audit Awareness Month

City of El Paso Employees Day

.....

## NOTICE TO THE PUBLIC

Motion made by Representative Hernandez, seconded by Representative Salcido, and unanimously carried to **APPROVE, AS REVISED** all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {\*}.

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

ABSENT: Representative Lizarraga

## 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 May 11, 2021, the Agenda Review Meeting of May 10, 2021, the Work Session of May 10, 2021 and the Work Session of November 09, 2020.

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

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

\*Motion made, seconded, and unanimously carried to **EXCUSE** Representative Cissy Lizarraga from the Regular City Council Meeting held on Tuesday, May 25, 2021

# CONSENT AGENDA - RESOLUTIONS:

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

3.

## \*RESOLUTION

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

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

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

.....

4.

## \*RESOLUTION

\*Motion made, seconded, and unanimously carried to **DELETE** the item authorizing the City Manager to sign a General Aviation Lease between the City of El Paso ("Lessor") and Far West Texas & Southern New Mexico Trauma Regional Advisory Council ("Lessee") for the use of a 9,500 square foot hanger located on a portion of Lot 2A, Block 4, El Paso International Tracts, Unit 10 City of El Paso, El Paso County, Texas municipally known and numbered as 1820 American Drive, El Paso, Texas.

The lease effective date is June 1, 2021. The term is three (3) months with three (3) additional terms of 3 (three) months. The site is 9,500 square feet at \$3.1579 per square foot and the monthly rate is \$2,500 per month. The lease agreement expires August 31, 2021 with option to extend.

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

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

That the City Manager be authorized to execute the Amendment to Empowerment Zone Revolving Loan Fund Program Loan Agreement by and among the City of El Paso and Cesar Scott, LLC, to allow notice to be given to 3rd parties in support of a New Market Tax Credit transaction.

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

.....

6.

## \*RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso ("City") and our Communities of Excellence partner, the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$100,000.00 annually for the City's staffing services and a separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for an initial term of two (2) years beginning on June 1, 2021, subject to three one (1) year renewals.

.....

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

7.

#### \*RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, MARTA MARTINEZ, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the roperty of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

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

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

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

3718 Wickham Ave., more particularly described as Lots 24 & 25, Block 74-A, first revised plat of LOGAN HEIGHTS ADDITION, City of El Paso, El Paso County, Texas, PIO #L447-999-074A-6400

to be \$5,588.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of November, 2020, and approves the costs described herein

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount amount FIVE THOUSAND FIVE HUNDRED EIGHTY EIGHT AND 00/100 DOLLARS (\$5,588.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

## \*RESOLUTION

WHEREAS, n accordance with Chapter 2.38 of the El Paso City Code, MENDOZA, JOSE M & BERTHA A, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

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

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

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

5941 E Yandell Dr., more particularly described as Block I 0 WOMBLE Lot LOT 20 (6000 SQ FT), City of El Paso, El Paso County, Texas, PID #WS 13-999-0 I 00-5500

to be \$4912.80, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR THOUSAND NINE HUNDRED TWELVE AND 80/100 DOLLARS (\$4912.80) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

## \*RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the EI Paso City Code, DURAN, MARIA Y L, in accordance with Chapter 2.38.070 and 2.38.080 of the EI Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

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

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

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

7904 North Loop Dr., more particularly described as Block 11 LAFAYETTE PLACE Lot 2 (EXC NL Y PT) (HOMESITE) (9961.84 SQ FT), City of El Paso, El Paso County, Texas, PID #LI 25-999-0110-2700

to be \$8,354.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT THOUSAND THREE HUNDRED FIFTY

FOUR AND 00/100 DOLLARS (\$8,354.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

## **\*RESOLUTION**

WHEREAS, in in accordance with Chapter 2.38 of the El Paso City Code, SULLIVAN E J & CELIA, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of al I rubbish and debris; and

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

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

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

40 I Riverside Dr., more particularly described as Block B CHRISTY Lot E 192.5 FT OF N 185.18 FT & W 68.99 FT OF N I 05 FT OF TR I EXC 0.062 ACRE NEC (40206 SQ FT), City of El Paso, El Paso County, Texas, PIO #C454-999-000B-0 I 00

to be \$11,162.20, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ELEVEN THOUSAND ONE HUNDRED SIXTY TWO AND 20/100 DOLLARS (\$11,162.20) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

## **\*RESOLUTION**

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, MEDRANO, SANTIAGO AND ISRAEL in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

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

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

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

23 SAN MARCOS DR A., more particularly described as LA CALA VERA SETTLEMENT Lot 23 (8015 SQ FT), City of El Paso, El Paso County, Texas, PIO #LO I 1-999-0000-6700

to be \$2,679.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND SIX HUNDRED SEVENTY NINE AND 00/100 DOLLARS (\$2679.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

.....

## \*RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, CARLOS RUBIO SR., in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [PLANNING & INSPECTIONS DEPARTMENT], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

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

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

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

227 Sofia Place, El Paso, Texas 79907., more particularly described as 2 Lone Star 15 & TR 6-H, Blk. 43 YSLETA, City of El Paso, El Paso County, Texas, PID # L63999900209700

to be \$3,939.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of January, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount THREE THOUSAND NINE HUNDRED THIRTY-NINE AND 00/100 DOLLARS (\$3,939.00) to be a lien on the above described property, said amount being due and payable within ten (10), days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

## \*RESOLUTION

WHEREAS, n accordance with Chapter 2.38 of the El Paso City Code, WILLIAM M. INGRAM in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning & Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants,

secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

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

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

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

1038 BURGESS DRIVE, more particularly described as LOMA TERRACE #4-C TR 584 (7000 SQ FT)., City of El Paso, El Paso County, Texas, PID #L536999001C4900

to be \$2,875.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16 day of OCTOBER, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount TWO THOUSAND EIGHT HUNDRED AND SEVENTY FIVE AND 00/100 DOLLARS (\$2,875.00) to be a lien on the above described property. said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

## \*RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, CONCEPCION R.MONTANO in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning & Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

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

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

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

8617 MOUNT SHASTA, more particularly described as 41 MOUNTAIN VIEW LOT 1085 (7134 SQ FT)., City of El Paso, El Paso County, Texas, PIO #M85199904109500

to be \$2,775.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28 day of OCTOBER 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount TWO THOUSAND SEVEN HUNDRED AND SEVENTY FIVE AND 00/100 DOLLARS (\$2,775 .00) to be a lien on the above described property, said amount being due and payable within ten (10), days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

.....

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

9.

## \*RESOLUTION

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

That the Mayor is authorized to execute an Interlocal Agreement ("Interlocal") between the City of El Paso ("City) and the University of Texas at El Paso ("University") for the bailment of City equipment to the University. The University will use the equipment for its continued assessment of the health of the University and the El Paso community; for activities designed to detect and mitigate COVID-19; and for the development of related research. Pursuant to the Interlocal, the parties agree that the division of costs and obligations fairly compensates each party and that neither party shall be responsible for monetary payment to the other.

## CONSENT AGENDA – BOARD RE-APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

 \*Motion made, seconded, and unanimously carried to RE-APPOINT Fabiola Campos-Lopez to the Community Development Steering Committee by Representative Henry Rivera, District 7.

------

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

..... Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development \*Motion made, seconded, and unanimously carried to APPOINT Cecilia Ochoa Levine to 11. the Committee on Border Relations by Mayor Oscar Leeser. ..... 12. \*Motion made, seconded, and unanimously carried to APPOINT Isela Castañon-Williams to the Committee on Border Relations by Representative Henry Rivera, District 7. ..... Goal 3: Promote the Visual Image of El Paso ..... 13. \*Motion made, seconded, and unanimously carried to **APPOINT** Anibal Olague to the Building and Standards Commission by Representative Peter Svarzbein, District 1. ..... \*Motion made, seconded, and unanimously carried to **APPOINT** Charles Mais to the 14. Historic Landmark Commission by Representative Isabel Salcido, District 5. ..... Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments \*Motion made, seconded, and unanimously carried to APPOINT Darby S. Winters to the 15. Museums and Cultural Affairs Advisory Board by Representative Claudia L. Rodriguez, District 6. ..... Goal 8: Nurture and Promote a Healthy, Sustainable Community \*Motion made, seconded, and unanimously carried to APPOINT Barbara Yancy-Tooks as 16. a Regular Member to the Fair Housing Task Force by Representative Joe Molinar, District 4 ..... 17. \*Motion made, seconded, and unanimously carried to **APPOINT** Raul M. Arizpe as a Regular Member to the Fair Housing Task Force by Representative Isabel Salcido, District 5. ..... CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS: ..... Goal 6: Set the Standard for Sound Governance and Fiscal Management \*Motion made, seconded, and unanimously carried to **APPROVE** the tax refund listed 18. below and posted on the attachment with this agenda: 1. CoreLogic Tax Services, LLC, in the amount of \$12,362.27, made an overpayment on December 15, 2020 of 2020 taxes. (Geo. # U819-999-002B-3169) ..... CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS: \_\_\_\_\_

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

	-
19.	*Motion made, seconded, and unanimously carried to <b>ACCEPT</b> the notation pursuant to Section 2.92.110 of the City Code, receipt of campaign contributions by Representative Peter Svarzbein in the amount of \$1000.00 from Adam Frank; \$2500.00 from Gerald Rubin; \$2500.00 from Richard Aguilar; \$500.00 from James Scherr.
20.	*Motion made, seconded, and unanimously carried to <b>ACCEPT</b> the notation pursuant to Section 2.92.110 of the City Code, receipt of campaign contributions of five hundred dollars or greater by Representative Cissy Lizarraga in the amounts of \$515.24 from Suzanne Dipp; \$2,500.00 from Woody L. Hunt and Gayle G. Hunt; and \$1,000.00 from Adam Frank.
	<b>REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:</b>
Goal	2: Set the Standard for a Safe and Secure City
21.	Comprehensive update on the status of the Public Safety Bond Program.
	Mr. Gerald DeMuro, Assistant Director of Capital Improvement, introduced the item and presented a PowerPoint presentation (copy on file in the City Clerk's Office).
	Mayor Leeser and Representatives Svarzbein, Hernandez and Molinar commented.
	The following City staff members commented:
	<ol> <li>Mr. Sam Rodriguez, Chief Operations and Transportation Officer</li> <li>Ms. Nicole Ferrini, Director of Community &amp; Human Development</li> <li>Mr. Tommy Gonzalez, City Manager</li> </ol>
	NO ACTION was taken on this item.
Goal	6: Set the Standard for Sound Governance and Fiscal Management
22.	Budget Update.
	Ms. Nicole Cote, Office Management & Budget Director, introduced the item and presented a PowerPoint presentation (copy on file in the City Clerk's Office). Ms. Laura Cruz-Acosta, Strategic Communications Director, also participated in the presentation.
	Mayor Leeser and Representatives Svarzbein, Annello, Molinar and Rivera commented.
	The following City staff members commented:
	<ol> <li>Mr. Robert Cortinas, Chief Financial Officer</li> <li>Mr. Tommy Gonzalez, City Manager</li> </ol>
	NO ACTION was taken on this item.
	REGULAR CITY COUNCIL MEETING MINUTES MAY 25, 2021 12

- **23.** Presentation and discussion providing a report from the following Goal Team:
  - 1. Vision Block: Exceptional Recreational, Cultural and Educational Opportunities a. Goal 4 (Quality of Life)

Mr. Ben Fyffe, Managing Director, introduced the item and presented a PowerPoint presentation (copy on file in the City Clerk's Office).

The following City staff members provided input during the presentation:

- 1. Ms. Ellen Eyberg, Regional Library Branch Manager
- 2. Mr. Joseph Montisano, Director of Zoo
- 3. Mr. Gerald DeMuro, Assistant Director of Capital Improvement

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

The following City staff members commented:

- 1. Mr. Tommy Gonzalez, City Manager
- 2. Ms. Ellen Smyth, Managing Director

Ms. Marilyn Guida, citizen, commented:

NO ACTION was taken on this item.

## CALL TO THE PUBLIC – PUBLIC COMMENT

The following members of the public commented:

- 1. Mr. Adrian Slater
- 2. Mr. Josh Simmons

## REGULAR AGENDA - FIRST READING OF ORDINANCES

Motion made by Representative Rivera, seconded by Representative Annello, and unanimously carried that the following Ordinances with the exception of items 27 and 28, 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 and Rivera NAYS: None

ABSENT: Representative Lizarraga

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

24. 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 \$2,680,182. Such real property legally described as a 6.6348 acres (289,013 SQ. FT.) parcel of land located in the T.&P.R.R. Co. Survey, Township No. 2, REGULAR CITY COUNCIL MEETING MINUTES MAY 25, 2021 13

Block No. 80, Section No. 35, Abstract No. 2418, El Paso County, Texas, being a Portion of Lot 2, Block 2, Butterfield Trail Aviation Park, Unit Two, A Subdivision recorded in Volume 78, Page 87 and 87A, of the Plat Records of El Paso County, Texas (P.R.E.P.C.TX.), Described in a deed from the United States of America to the City of El Paso, recorded in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records of El Paso County, Texas (D.R.E.P.C.TX.).

.....

25. 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 \$3,893,309. Such real property legally described as parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R. E. P. C. TX)..

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

26. An Ordinance amending The El Paso City Code Title 2 (Administration And Personnel), Chapter 2.44 (City Of El Paso Courts) Section 2.44.010 (Created), Subsection (B); and Section 2.44.030 (Judges), Subsections (C) And (F), in order to allow for specified Sub-Courts under the purview of the Presiding Judge; and Title 2 (Administration and Personnel), Chapter 2.44 (City of El Paso Courts) Section 2.44.010 Created, Subsection (D); Section 2.44.030 (Judges), Subsection (E)(1); Section 2.44.040 (Practice And Procedure), Subsection (A); Section 2.44.060 (Summons And Citations-Fee Schedule-Payments); And Section 2.44.080 (Special Expense Fee) to provide updates, corrections and clarification of Municipal Court procedures.

PUBLIC HEARING WILL BE HELD ON JUNE 8, 2021 FOR ITEMS 24 THROUGH 26

Goal 3: Promote the Visual Image of El Paso

- Goal 3: Promote the Visual Image of El Paso
- 27. \*Motion made, seconded, and unanimously carried to POSTPONE TWO WEEKS the introduction of an Ordinance granting Special Permit No. PZST21-00001, to allow for a 100% reduction in parking on the property described as All of Lots 1-6 & 11-20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070.B 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 and detailed site development plan meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: 405 Montana Ave. Applicant: SLI Engineering, c/o Georges Halloul, PZST21-00001

## 29 \*Mation mode, accorded, and unanimously corried to DOSTRONE TWO WEEKS the

28. \*Motion made, seconded, and unanimously carried to POSTPONE TWO WEEKS the introduction of an Ordinance changing the zoning of all of Lots 1 through 20, Block 266, and a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approving a Master Zoning Plan. 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: 405 Montana Ave. Applicant: SLI Engineering c/o Georges Halloul, PZRZ21-00001

# PUBLIC HEARING WILL BE HELD ON JUNE 22, 2021 FOR ITEMS 27 & 28

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

29. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III - Parking prohibited at all times on certain streets), of the City Code, to add portions of Cross Street; the penalty being provided in Section 12.84 of the El Paso City Code.

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

**30.** An Ordinance amending Title 12, Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV - Speed limits), to amend Paragraph F (thirty-five miles per hour), by amending Subparagraph 32, to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Dr.; the penalty being provided in Chapter 12.84 of the El Paso City Code.

PUBLIC HEARING WILL BE HELD ON JUNE 8, 2021 FOR ITEMS 29 & 30

Goal 8: Nurture and Promote a Healthy, Sustainable Community

.....

- **31.** Motion made by Representative Annello, seconded by Representative Rivera, and unanimously carried to **AUTHORIZE** the Mayor to execute an inter-local agreement between the City of El Paso and El Paso County to provide \$850,000 to support continued operation of the Inspira Hotel Temporary Emergency Shelter in order to address the needs of persons experiencing homelessness in El Paso during COVID-19.
  - AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, and Rivera

NAYS: None

ABSENT: Representative Lizarraga

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

Goal 3: Promote the Visual Image of El Paso

32.

## **ORDINANCE 019193**

The City Clerk read an Ordinance entitled: AN ORDINANCE VACATING CITY RIGHT-OF-WAY OVER A 20 FOOT ALLEY OUT OF BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

Representative Molinar commented

Mr. Tom DeLoye, citizen, commented.

Motion duly made by Representative Hernandez, 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 and Rivera NAYS: None

ABSENT: Representative Lizarraga

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

**33.** Discussion and action to adopt the changes to the Resolution establishing the Veterans Affairs Advisory Committee.

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

\*Motion made, seconded, and unanimously carried to **MOVE THE ITEM** to the **CONSENT AGENDA.** 

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

\*Motion made, seconded, and unanimously carried to **ADOPT** the changes to the Resolution establishing the Veterans Affairs Advisory Committee.

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

Soar 6: Nurture and Promote a Healthy, Sustainable Community

34.	RESOLUTION

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

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

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

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

WHEREAS, on August 18, 2020, the City amended the Annual Action Plan to delete the El Paso Child Guidance Center project (\$1,263,267), and delete the Parks and Recreation Summer Youth Program (\$65,000), and delete the Hotel and Motel for COVID-19 Positive Homeless project (\$125,000);

**WHEREAS**, on August 18, 2020, the City amended the Annual Action Plan to add \$1,263,267 to the existing contract with the Opportunity Center for the Homeless for continued operation of the temporary Delta Haven and Welcome Center;

WHEREAS, on August 18, 2020 the City amended the Annual Action Plan to add \$65,000 to the existing contract with the YWCA Paso del Norte Region for childcare services, and add \$125,000 to the Transportation for Homeless Individuals and Families project ("Fourth Amendment"); and

WHEREAS, on September 15, 2020, the City amended the Annual Action Plan to delete the CDBG-CV Economic Recovery Technical Assistance project (\$100,000); delete the YWCA CDBG-EN Children and Youth Services project (\$65,000); reduce the YWCA CDBG-CV Children and Youth Services project from \$250,000 to \$235,000;

WHEREAS, on September 15, 2020, the City amended the Annual Action Plan to add \$85,000 in CDBG-CV for a Veterans Permanent Supportive Housing Case Management project; and add \$30,000 in CDBG-CV and \$65,000 in CDBG-EN for a United Way Family Resilience Center project ("Fifth Amendment"); and

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

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

WHEREAS, on December 15, 2020, the City amended the Annual Action Plan to reduce the Project BRAVO-COVID-19 Emergency Housing Payment Assistance Program by \$1,000,000 in CDBGCV; add \$1,000,000 in CDBG-CV to the El Paso Rent Help Rental Assistance Program operated by Under One Roof;

WHEREAS, on December 15, 2020, the City amended the Annual Action Plan to add \$1,100,000 in CDBG-CV to create the Inspira Hotel Emergency Shelter Project operated by Endeavors; and add \$3,021,341 in CDBG-CV to create a "hold project" for the remaining balance of CDBG-CV funds ("Eighth Amendment"); and

WHEREAS, on January 5, 2021, the City amended the Annual Action Plan to reduce the "hold project" for the remaining balance of CDBG-CV funds by \$341,160 in CDBG-CV; add \$341,160 in CDBG-CV funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors; add \$1,700,000 in ESG-CV funds to create a Rapid Rehousing Project; add \$500,000 in ESG-CV funds to create an Emergency Shelter Project; add \$430,000 in ESG-CV funds to create a Homeless Prevention Project; add \$234,248 in ESG-CV funds to create a Homeless Management Information System (HMIS) Project; add \$100,000 in ESG-CV funds to create a Street Outreach Project; and add \$1,000,000 in ESGCV funds to create a Homeless Welcome Center Project ("Ninth Amendment"); and

WHEREAS, on April 27, 2021, the City amended the Annual Action Plan to add \$100,000 in CDBG-CVIII funds to create a COVID-19 Emergency Shelter Capacity Expansion Project; add \$350,000 in CDBG-CVIII funds to supplement the Transportation for Homeless Individuals and Families Project; and add \$250,000 in CDBG-CVIII funds to create a Case Management for Persons Experiencing Homelessness Project ("Tenth Amendment"); and

**WHEREAS**, the City Council, based on the recommendation of the Director of the Community and Human Development Department, now desires to amend the 2019-2020 Annual Action Plan to delete existing projects and add new projects; and

WHEREAS, on May 19, 2021 the City of El Paso posted on its website public notice and allowed a 5-day public comment period regarding the proposed amendment to the 2019-2020 Annual Action Plan and 45th Year CDBG-CVIII Program Budget and City Council has duly considered public comment if any.

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

1. That the 2019-2020 Annual Action Plan and 45th Year Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII) Program Budget is hereby amended as follows:

a. Delete the COVID-19 Emergency Shelter Capacity Expansion Project for the Opportunity Center for the Homeless (\$100,000 CDBG-CVIII); and b. Add \$550,000 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

2. That the Department of Community and Human Development, through the Director, be authorized to make the above changes to the 2019-2020 Annual Action Plan in the United States Department of Housing and Urban Development's program system.

- 3. That the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney's Office and Director of Community and Human Development Department.
- 4. Except as amended in the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, and this Eleventh Amendment to the 2019-2020 Annual Action Plan and 45th Year CDBG Program Budget remains in full force and effect.

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

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

ABSENT: Representative Lizarraga

The City Council Meeting was **RECESSED** at 11:38 a.m.

The City Council Meeting was **RECONVENED** at 12:01 p.m. for Call to the Public.

ADJOURN

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 12:11 p.m.

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

ABSENT: Representative Lizarraga

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



Legislation Text

## File #: 21-608, Version: 1

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

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2

Airport, Sam Rodriguez, (915) 212-7301

## AGENDA LANGUAGE:

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

This Resolution is to authorize the City Manager to sign a General Aviation Lease between the City of El Paso ("Lessor") and Far West Texas & Southern New Mexico Trauma Regional Advisory Council ("Lessee") for the use of a 9,500 square foot warehouse located on a portion of Lot 2A, Block 4, El Paso International Tracts, Unit 10 City of El Paso, El Paso County, Texas municipally known and numbered as 1820 American Drive, El Paso, Texas.

The lease effective date is June 15, 2021. The term is three (3) months with three (3) additional terms of three (3) months. The site is 9,500 square feet at \$3.1579 per square foot and the monthly rate is \$2,500 per month. The lease agreement expires September 15, 2021 with option to extend.

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

## AGENDA DATE: June 8, 2021 PUBLIC HEARING DATE: N/A

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

## **DISTRICT(S) AFFECTED: 2**

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

## SUBGOAL: N/A

## SUBJECT:

This Resolution is to authorize the City Manager to sign a General Aviation Lease between the City of El Paso ("Lessor") and Far West Texas & Southern New Mexico Trauma Regional Advisory Council ("Lessee") for the use of a 9,500 square foot warehouse located on a portion of Lot 2A, Block 4, El Paso International Tracts, Unit 10 City of El Paso, El Paso County, Texas municipally known and numbered as 1820 American Drive, El Paso, Texas.

The lease effective date is June 15, 2021. The term is three (3) months with three (3) additional terms of 3 (three) months. The site is 9,500 square feet at \$3.1579 per square foot and the monthly rate is \$2,500 per month. The lease agreement expires September 15, 2021 with option to extend.

## BACKGROUND / DISCUSSION:

The Far West Texas & Southern New Mexico Trauma Regional Council supports regional medical providers in emergency preparedness. Due to the pandemic, they have acquired an additional emergency response trailers that will be stored in this space.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A: This is a revenue-generating item.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation SECONDARY DEPARTMENT: N/A

**DEPARTMENT HEAD:** 

210 rm

Samuel Rodriguez, P.E. Aviation Director

Revised 04/09/2021

## CITY CLERK DEPT 2021 MAY 18 AM11:13

#### RESOLUTION

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

That the City Manager be authorized to sign a General Aviation Lease Agreement by and between the City of El Paso ("Lessor") and FAR WEST TEXAS & SOUTHERN NEW MEXICO TRAUMA REGIONAL ADVISORY COUNCIL ("Lessee") regarding the following described property:

The 9,500 square foot warehouse space attached to the building located on a portion of Lot 2A, Block 4, El Paso International Airport Tract, Unit 10, consisting of approximately 3.41 acres for a total of approximately 148,915 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 1820 American Drive, El Paso, Texas.

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

#### CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Josette Flores Senior Assistant City Attorney

**APPROVED AS TO CONTENT:** 

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

21-1003-1145/PL#1078770/Resolution - Far West Texas & Southern New Mexico Trauma Regional Advisory Council - General Aviation Temporary Lease/JF

## 53

## **GENERAL AVIATION LEASE AGREEMENT**

## **EL PASO INTERNATIONAL AIRPORT**

## El Paso, Texas

## FAR WEST TEXAS & SOUTHERN NEW MEXICO TRAUMA REGIONAL ADVISORY COUNCIL

Lessee for

**1820 American Drive** 

June 15, 2021 Effective Date

## GENERAL AVIATION LEASE AGREEMENT **TABLE OF CONTENTS**

## Contents

<b>ARTICLE I - P</b>	REMISES AND PRIVILEGES	1
Section 1.01	Description of Premises Demised.	
Section 1.02	Right of Ingress and Egress.	2
Section 1.03	No Right to Construct.	2
Section 1.04	Restrictions of Privileges, Uses and Rights.	
Section 1.05	Conditions of Granting Agreement	
ARTICLE II - (	OBLIGATIONS OF LESSOR	3
Section 2.01	Quiet Enjoyment.	3
Section 2.02	Lessor's Right of Entry.	3
Section 2.03	Condition and Maintenance of Premises.	
ARTICLE III.	OBLIGATIONS OF LESSEE	3
Section 3.01	Net Agreement.	
Section 3.02	Condition and Maintenance of Premises.	
Section 3.02	[RESERVED]	
Section 3.04	[RESERVED]	
Section 3.05	Compliance With Laws.	
Section 3.06	[Reserved]	
Section 3.07	Utilities	
Section 3.08	Trash, Garbage, and Other Refuse.	
Section 3.09	Permitted Uses.	
Section 3.10	Signage	
Section 3.11	Authorization to Enter Restricted Area	
Section 3.12		
Section 3.12	Security Penalties Assessed by Federal Government	0 Q
	·	
	TERM OF LEASEHOLD	
Section 4.01	Term	
Section 4.02	Option to Extend.	
Section 4.03	Termination	
Section 4.04	National Emergency	9
ARTICLE V –	RENTALS	9
Section 5.01	Rental	9
Section 5.02	Commencement of Rental	9
Section 5.03	Security Deposit	9
Section 5.04	Unpaid Rent, Fees and Charges.	9
Section 5.05	Time of Payment	9
Section 5.06	Place of Payment	9

21-1003-1145/PL#1069586 month to month – Far West Texas & Southern New Mexico Trauma Regional Advisory Council

55

ARTICLE VI - I	DAMAGE OR DESTRUCTION OF PREMISES1	0
Section 6.01	Damage or Destruction	0
Section 6.02	Damage Caused by Lessee1	
	INSURANCE AND INDEMNIFICATION1	
Section 7.01	Liability Insurance	
Section 7.02	Additional Insured	
Section 7.03	Fire and Extended Coverage Insurance1	
Section 7.04	Authorized Insurance and Surety Companies1	
Section 7.05	Indemnification1	2
ARTICLE VIII -	- [RESERVED]1	2
ARTICLE IX	- EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER	2
Section 9.01	Expiration	
Section 9.02	Cancellation	
Section 9.03	Surrender of Possession	
Section 9.04	Repossessing and Reletting	
Section 9.05	Assignment and Transfer	
Section 9.06	Subleasing1	
Section 9.07	Landlord's Lien	
5000001 9.07		T
<b>ARTICLE X - G</b>	ENERAL PROVISIONS1	5
Section 10.01	Continuity of Deed Restrictions and Covenants1	
Section 10.02	Liability for Property Damage1	5
Section 10.03	Right of Flight1	
Section 10.04	Time Is of the Essence	5
Section 10.05	Notices1	5
Section 10.06	Attorney's Fees	6
Section 10.07	Agreement Made in Texas1	6
Section 10.08	General Civil Rights Provision	6
Section 10.09	Compliance with Nondiscrimination Requirements1	6
Section 10.10	Affirmative Action1	8
Section 10.11	FAA Order 1400.111	8
Section 10.12	Cumulative Rights and Remedies	0
Section 10.13	Interpretation	
Section 10.14	Agreement Made in Writing	0
Section 10.15	Paragraph Headings	0
Section 10.16	Severability	1
Section 10.17	Successors and Assigns2	1
Section 10.18	Taxes and Other Charges	1
Section 10.19	Waiver of Warranty of Suitability	
Section 10.20	Survival of Certain Provisions	
Section 10.21	Authorization to Enter Agreement	1
Section 10.22	Effective Date	1

21-1003-1145/PL#1069586 month to month – Far West Texas & Southern New Mexico Trauma Regional Advisory Council

ü

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT	22
LESSEE'S SIGNATURE AND ACKNOWLEDGMENT	23
ATTACHMENTS:	

57

EXHIBIT "A" - Detailed Layout of Office/Warehouse Space

## EL PASO INTERNATIONAL AIRPORT

## **GENERAL AVIATION LEASE AGREEMENT**

THIS GENERAL AVIATION LEASE AGREEMENT ("Agreement"), is entered into this \_\_\_\_\_\_\_day of \_\_\_\_\_\_, 2021, between the CITY OF EL PASO, TEXAS ("Lessor") and FAR WEST TEXAS & SOUTHERN NEW MEXICO TRAUMA REGIONAL ADVISORY COUNCIL, a corporation organized and existing under the laws of the State of Texas ("Lessee").

## WITNESSETH:

WHEREAS, the Municipal Airports Act of the State of Texas (Chapter 22 of the Texas Transportation Code) authorizes municipal airports, as governmental entities, to establish the terms and fix the charges, rentals, or fees for the privileges or services. The charges, rentals, and fees must be reasonable and uniform for the same class of privilege or service and shall be established with due regard to the property and improvements used and the expenses of operation to the local government;

WHEREAS, Lessor owns and operates the El Paso International Airport ("Airport") located in the County of El Paso, Texas which is managed by the Managing Director of Aviation and International Bridges for the City of El Paso or her successor ("Director");

WHEREAS, Lessor has facilities located on Airport property and has space and facilities available for lease, and Lessee desires to lease space in the General Aviation area;

WHEREAS, Lessee has indicated a willingness and ability to lease warehouse space that is attached to the building in order to store emergency management trailers in that warehouse space in the General Aviation area in accordance with the standards established by Lessor; and

WHEREAS, in furtherance of its authority, Lessor further desires to lease to Lessee certain facilities located at said Airport in accordance with the terms, covenants, and conditions set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, the parties agree as follows:

#### **ARTICLE I - PREMISES AND PRIVILEGES**

### Section 1.01 Description of Premises Demised.

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

The 9,500 square foot warehouse space attached to the building located on a portion of Lot 2A, Block 4, El Paso International Airport Tract, Unit 10, consisting of

21-1003-1145/PL#1069586 Temporary Lease – Far West Texas & Southern New Mexico Trauma Regional Advisory Council approximately 3.41 acres for a total of approximately 148,915 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 1820 American Drive, as more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

## Section 1.02 <u>Right of Ingress and Egress</u>.

Lessor hereby grants to Lessee the rights of ingress to and egress from the Premises over and across the public roadways serving the Airport for Lessee, its agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport.

#### Section 1.03 No Right to Construct.

In addition to the general privileges, uses, rights, and interests attaching to the Premises herein described and without limiting the generality thereof, Lessee shall not have the right to provide for the location, construction, erection, maintenance, and removal of improvements upon or in the Premises, for the purpose of carrying out any of the activities provided for herein. In the event Lessee produces any such unauthorized improvements, Lessee will be considered in default of this Agreement and Lessor may terminate this Agreement in accordance with the provisions set forth in Article X.

#### Section 1.04 <u>Restrictions of Privileges, Uses and Rights</u>.

Lessee covenants and agrees that it shall use the Premises for the following purposes only: storage of the following Emergency Management Transport trailers (the "Trailers"):

Year	Make	Model	VIN
2011	CUSTOM COMMAND	TRAILER	1C9SS53360H473550
2011	CUSTOM MASS CASUALTY	TRLR	1P9GC3627BW280487
2011	CUSTOM MASS CASUALTY	TRLR	1P9GC3629BW280489
2017	CONTINENTA INFECTIOUS	TRAILER	5NHGAMK25JY031617

Lessee warrants that it is the registered owner or lessee of such Trailers to be stored on the Premises. Lessee shall immediately notify the Director of Aviation in writing, of the description of any Trailers located in the Premises which are different from the Trailers described herein.

### Section 1.05 <u>Conditions of Granting Agreement</u>.

The granting of this Agreement and its acceptance by Lessee are conditioned upon the following covenants:

A. No functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of the Premises shall be made.

- B. The right to use public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law. Lessee shall not conduct any hazardous activities on the Premises, including, but not limited to, welding, painting, doping, open fuel lines, or application of hazardous substances.
- C. Lessee will utilize only the roadways, taxiways, or other direction, path, route, or form of travel Lessor may designate, from time to time, for Lessee's operation and movement on or about the Airport.

## **ARTICLE II - OBLIGATIONS OF LESSOR**

## Section 2.01 <u>Quiet Enjoyment</u>.

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements herein set forth, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the term of this Agreement.

## Section 2.02 <u>Lessor's Right of Entry.</u>

Lessor reserves the right to enter into and upon the Premises for the purpose of inspecting the condition thereof, or to perform maintenance or repairs as may be necessary in accordance with the provisions of the Agreement, for the purpose of exhibiting the same to prospective Lessees, purchasers or others. The exercise of this right to enter the Premises shall not be deemed an eviction or disturbance of Lessee's use or possession, provided that Lessor shall exercise its best efforts not to interfere with Lessee's normal operations on the Premises.

## Section 2.03 Condition and Maintenance of Premises.

Lessor shall bear responsibility for the repair, maintenance and replacement of the Structural Elements of the building, except for any damage caused by the act or omission of the Lessee, or any agent, employee, invitee, contractor, servant, or sublessee of Lessee, for which damage Lessee shall be responsible. "Structural Elements" shall mean the roof, foundation, load bearing columns and walls, exterior walls, exterior paint, and common vehicle parking areas.

## **ARTICLE III - OBLIGATIONS OF LESSEE**

## Section 3.01 <u>Net Agreement</u>.

This Agreement in every sense shall be without cost to Lessor except as otherwise provided in the Lease including, without limitation, Lessor's maintenance, repair and replacement obligations set forth in Section 2.03 above.

## Section 3.02 Condition and Maintenance of Premises.

**Except as otherwise provided in this Lease, LESSEE ACCEPTS THE PREMISES IN "AS IS" CONDITION.** Except as otherwise provided for in this Lease, including without limitation Sections 2.03 or 3.01 hereinabove, Lessor has no responsibility as to the condition of the Premises and shall not be responsible for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition. Lessee shall not cause any damage or impairment to any part of the Leased Premises, including the Structural Elements.

Notwithstanding any other provision of this Lease to the contrary, Lessor represents and warrants the Premises complies with all the requirements of all applicable governmental authorities in effect as of the Effective Date. During the Initial Term and any extensions or renewals thereof, Lessor shall take appropriate and timely action to maintain the Premises in compliance with all applicable governmental regulations, including without limitation, the Americans with Disabilities Act, hereafter imposed by order of any governmental agency or any other authority, at its sole cost and expense and without reimbursement from Lessee; provided, however, that if any requirement is imposed solely as a result of the specific and unique use of the Premises by Lessee, then Lessee shall bear the cost of compliance.

Section 3.03 [RESERVED]

Section 3.04 [RESERVED]

## Section 3.05 Compliance With Laws.

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

Lessee, at Lessee's expense, specifically agrees to comply with the Americans with Disabilities Act of 1990 and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

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

#### A. Definitions.

 "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 <u>et seq.</u>; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 <u>et</u> <u>seq.</u>; the Toxic Substances Control Act, 15 U.S.C. Section 2601 <u>et seq.</u>; the Safe Drinking Water Act, 42 U.S.C. Section 300h <u>et seq</u>.; the Clean Water Act, 33 U.S.C. Section 1251 <u>et seq</u>.; the Clean Air Act, 42 U.S.C. Section 7401 <u>et seq</u>.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

- 2. "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
- "Release" shall mean any releasing, spilling, leaking, pumping, pouring,
   emitting, emptying, discharging, injecting, escaping, leaching, disposing, or
   dumping into the environment.
- B. Compliance.
  - Lessee shall not cause or permit any Hazardous Material to be used, 1. generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its agents, employees, contractors, invitees, or a third party in violation of any Environmental Law; provided, further, that with respect to demolition of Existing Improvements, Lessee shall comply fully with all regulatory requirements, including, but not limited to, those governing asbestos abatement. Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs

incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises.

- 2. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Agreement.
- 3. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.
- 4. Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties, which is related to environmental contamination.
- 5. Lessee shall immediately notify Lessor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- 6. Nothing in Section 3.01 will make Lessee liable or responsible for, and Lessee shall have no obligations related to any hazardous materials which

(i) existed on, under or about the Premises prior to Lessee's occupation under this Agreement or any previous lease Agreement with Lessor for the Premises, (ii) which migrate to the Premises from off-site, or (iii) are introduced to the Premises during Lessor or its employees, agents or contractors, or any other person or entity except to the extent caused by Lessee or its employees, agents, contractors or Air carriers.

- 7. Lessor shall use commercially reasonable efforts to cause its other Lessees in the General Aviation area to comply with all Environmental Laws.
- C. Reporting.
  - 1. At any time that Lessee submits any filing pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the Federal Aviation Administration (FAA), the Environmental Protection Agency (EPA) or the Texas Commission on Environmental Quality (TCEQ), Lessee shall provide duplicate copies of the filing(s) and all related documents to Lessor.
  - 2. Within ninety (90) days after expiration, termination or cessation of this Lease for any reason, Lessee shall provide a current Phase I environmental site assessment of the Premises prepared in accordance with recognized industry standards; and if, in the opinion of Lessor and based on report findings, the Premises shall require environmental remediation, Lessee shall perform same to return the Premises into a condition equal or better to that as of the effective date of the Lease. Lessor shall provide Lessee access to the Premises as needed in order for Lessee to comply with its obligations pursuant to this Section 3.05(C)(2).

## Section 3.06 [Reserved]

#### Section 3.07 <u>Utilities.</u>

Lessor shall pay for utilities directly, as Lessee's costs for utility services are included in the amount described in Section 5.01 of this Lease. Lessee shall have the right to connect to utility outlets upon the Premises.

#### Section 3.08 Trash, Garbage, and Other Refuse.

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the use of the Premises. Lessee shall provide and use suitable covered commercial type receptacles for all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner, on or about the Premises shall not be permitted.

#### Section 3.09 <u>Permitted Uses</u>.

Lessee covenants and agrees that in no event will it enter into any business activity on the Airport other than those specified in Section 1.04.

#### Section 3.10 Signage.

Signs shall not be permitted on the Premises.

## Section 3.11 Authorization to Enter Restricted Area.

Lessee understands that all of its agents, employees, servants or independent contractors must be authorized by Lessor to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Lessee understands that no person authorized to enter a restricted area by virtue of this Agreement may permit any person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person.

#### Section 3.12 - Security.

Lessee is familiar with the restrictions imposed on Lessor by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Lessee recognizes that all persons in or on the Premises must comply with federal safety and security requirements and agrees that all employees shall, as a condition of being on the Premises, be badged by the Airport and that all other persons shall be escorted in accordance with TSA requirements. Lessee shall also require that all personnel of any subcontractor or sublessee shall also be similarly badged and/or escorted.

## Section 3.13 Penalties Assessed by Federal Government.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor for any violation of a federal rule or regulation as a result of any act on part of Lessee, its agents, servants, employees, invitees, or independent contractors, Lessee will, upon invoice, promptly reimburse Lessor in the amount of the civil penalty assessed. Failure to reimburse Lessor within thirty (30) days of receipt of written notice shall be an event of default hereunder.

## **ARTICLE IV - TERM OF LEASEHOLD**

#### Section 4.01 Term.

The term of this Lease shall be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of three (3) months ("Initial Term"), commencing on June 1, 2021 ("Effective Date").

## Section 4.02 **Option to Extend.**

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease ("Option Period") for three (3) additional terms of 3 (three) months by notifying Lessor in writing of Lessee's election at least thirty (30) days prior to the expiration of the Initial Term or an Option Period.

#### Section 4.03 <u>Termination</u>.

Either party may terminate this Lease upon ten (10) days written notice to the other party.

21-1003-1145/PL#1069586

Temporary Lease - Far West Texas & Southern New Mexico Trauma Regional Advisory Council

#### Section 4.04 <u>National Emergency</u>.

In the event that the rights and privileges hereunder are suspended by reason of war or other national emergency, the parties will negotiate in good faith a reasonable resolution of this lease under the circumstances.

## ARTICLE V – RENTALS

### Section 5.01 <u>Rental</u>.

For the purpose of computing the rental payments, Lessor and Lessee agree that the Premises comprise the following:

## 9,500 Sq. ft. of Warehouse Space

Lessee shall pay a rental rate of TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$2,500.00) per month, which sum includes the electrical service provided at the Premises.

#### Section 5.02 Commencement of Rental.

Payment of Rental by Lessee to Lessor shall commence on the Effective Date, as described in Section 4.01 of this Lease.

Notwithstanding anything to the contrary, Lessee's obligation to pay any Rental under this Lease shall be expressly contingent upon Lessee's receipt of a valid, signed W-9 form from Lessor at least fourteen (14) days prior to the Effective Date. If Lessor fails to provide a valid, signed W-9 form, any such failure by Lessee to pay any Rental shall not impact Lessor's obligations under this Lease, nor shall it prohibit Lessee from occupying the Premises as of the Effective Date.

## Section 5.03 Security Deposit.

There shall be no security deposit required for this Lease.

### Section 5.04 Unpaid Rent, Fees and Charges.

Any installment of rent, any fees, or other charges or monies accruing under any provisions of this Lease that are not received by the end of the month in which payment is due, shall bear interest at the rate of 18% per annum.

## Section 5.05 <u>Time of Payment</u>.

All rental due hereunder shall be paid on the first day of each month subject to this Lease upon applicable invoice provided to Lessee from Lessor, or on the Effective Date in the case of the first month of the Initial Term.

## Section 5.06 Place of Payment.

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

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

## ARTICLE VI - DAMAGE OR DESTRUCTION OF PREMISES

## Section 6.01 Damage or Destruction.

If the Premises or any portions thereof, or structures of which such space may be a part, be damaged by fire or other casualty not caused by Lessee, the Director shall notify Lessee within ten (10) days whether the space shall be repaired. If the space is to be repaired, it shall be repaired with due diligence by Lessor, and the rental allocable to the Premises rendered untenantable shall be abated for the period from the occurrence of the damage to the completion of the repairs, provided that Lessor will exert its best effort to provide Lessee with temporary substitute space, if available, at such rent as deemed necessary and reasonable by City, until such time as the repairs are completed.

If the Director shall fail to notify Lessee of its decision to repair any untenantable Premises within ten (10) days after the destruction, Lessor will be deemed to have elected to terminate this agreement as to the space damaged and destroyed, and the agreement shall automatically terminate as to such space as of the date of the damage or destruction.

## Section 6.02 Damage Caused by Lessee.

Notwithstanding the provisions of this Article 6, in the event that due to the negligence or willful act or omission of Lessee, its employees, its agents, or licensees, Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Premises. To the extent that the costs of repair or replacement shall exceed the amount of any insurance proceeds payable to Lessor by reason of such damage or destruction, Lessee shall pay the amount of such additional costs to Lessor.

### ARTICLE VII - INSURANCE AND INDEMNIFICATION

#### Section 7.01 Liability Insurance.

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence, and

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence,

or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

## Section 7.02 Additional Insured.

Lessor shall be named as an Additional Insured on all insurance policies either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

## Section 7.03 Fire and Extended Coverage Insurance.

Lessor agrees that, at all times throughout the term of this Agreement, it will keep the Premises insured under a Texas Standard Policy of Fire and Extended Coverage Insurance, for an amount equivalent to ninety percent (90%) of the replacement cost, such replacement cost to be redetermined every three (3) years. Upon receipt of a statement therefor, Lessee shall reimburse Lessor for Lessee's pro rata share thereof. Said share shall be calculated on a pro rata basis utilizing the square footage of each Lessee's occupancy divided by the total square footage of the Premises.

If the operations conducted by Lessee, or anyone holding under Lessee, on the Premises should require the payment of a greater premium for fire and extended coverage insurance than would customarily be payable for the conduct of the activities permitted hereunder, then the amount of such additional premium cost shall also be reimbursed by Lessee to Lessor upon invoice.

## Section 7.04 Authorized Insurance and Surety Companies.

All required policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

- A. a statement of the coverage provided by the policy;
- B. a statement certifying the Lessor to be listed as an additional insured in the policy;
- C. a statement of the period during which the policy is in effect;

- D. a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- E. an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

## Section 7.05 Indemnification.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND **REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND** DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, **CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT** AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON RECEIPT OF WRITTEN NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. THE OBLIGATIONS OF LESSEE UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER **TERMINATION OF THE LEASE.** 

### ARTICLE VIII - [RESERVED]

## **ARTICLE IX - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER**

#### Section 9.01 Expiration.

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

#### Section 9.02 <u>Cancellation</u>.

This Agreement shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property;

21-1003-1145/PL#1069586

Temporary Lease - Far West Texas & Southern New Mexico Trauma Regional Advisory Council

- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises while rent is in arrears;
- E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of ten (10) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings;
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ten (10) days after the appointment of such receiver; or

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

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

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

**Section 9.03** <u>Surrender of Possession</u>. Upon the expiration or cancellation of this Lease, Lessee's rights, possession and use of all Premises and facilities shall cease, and Lessee shall immediately surrender the same. Lessee shall restore the Premises to its original condition as of the beginning of occupancy, original wear and tear excepted.

## Section 9.04 <u>Repossessing and Reletting</u>.

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

A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and B. Either cancel this Agreement by notice or without canceling this Agreement, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Agreement, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within thirty (30) days after receipt of notice of deficiency.

#### Section 9.05 Assignment and Transfer.

Lessee is not permitted to assign this Agreement without first obtaining Lessor's written consent; said consent shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, any person or entity to which this Agreement is assigned to, pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Agreement on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

#### Section 9.06 Subleasing.

Lessee shall not be permitted to sublease all or any part of the Premises.

## Section 9.07 Landlord's Lien.

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

## **ARTICLE X - GENERAL PROVISIONS**

#### Section 10.01 <u>Continuity of Deed Restrictions and Covenants</u>.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided, however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property located within General Aviation area similar to the Premises. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

## Section 10.02 Liability for Property Damage.

Lessor shall not be liable for loss or damage to the Trailers stored on the Premises. Lessee agrees that its Trailers are stored at the Premises at Lessee's sole risk.

## Section 10.03 <u>Right of Flight.</u>

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

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

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

## Section 10.04 Time Is of the Essence.

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

#### Section 10.05 Notices.

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

LESSOR:	City of El Paso Attn: City Clerk P.O. Box 1890 El Paso, Texas 79950-1890
COPY TO:	Director of Aviation El Paso International Airport 6701 Convair Road El Paso, Texas 79925-1099
LESSEE:	Far West Texas & Southern New Mexico Trauma Regional Advisory Council Attn.: Todd Haugen 6605 Threadgill Ave El Paso, Texas 79924

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

#### Section 10.06 Attorney's Fees.

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

#### Section 10.07 <u>Agreement Made in Texas</u>.

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

#### Section 10.08 General Civil Rights Provision.

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### Section 10.09 Compliance with Nondiscrimination Requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 10.07 hereinafter referred to as the "Contractor"), agrees as follows:

21-1003-1145/PL#1069586 Temporary Lease – Far West Texas & Southern New Mexico Trauma Regional Advisory Council

- 1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 10.07 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because

of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### Section 10.10 Affirmative Action.

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

#### Section 10.11 FAA Order 1400.11.

1

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following (except as Lessee is mandated by security requirements imposed by Lessee's federal government customers):

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

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with

76

the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix D]

- 3. A. During the term of this Lease, Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
  - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not):
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).

B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

#### Section 10.12 <u>Cumulative Rights and Remedies</u>.

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

#### Section 10.13 Interpretation.

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

#### Section 10.14 Agreement Made in Writing.

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

#### Section 10.15 Paragraph Headings.

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

#### Section 10.16 Severability.

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

#### Section 10.17 Successors and Assigns.

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

#### Section 10.18 Taxes and Other Charges.

Lessee shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the term of this agreement including any extensions or option periods granted thereto. Lessee in good faith may contest any tax or governmental charge; provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

#### Section 10.19 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. EXCEPT AS OTHERWISE PROVIDED IN THIS LEASE, LESSEE LEASES THE PREMISES AS-IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.

#### Section 10.20 Survival of Certain Provisions.

All provisions of this agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this agreement hereunder shall survive such expiration or termination of this agreement, including without limitation, Section 3.05.

#### Section 10.21 <u>Authorization to Enter Agreement</u>.

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

#### Section 10.22 Effective Date.

Regardless of the date signed, this agreement shall be effective as of the date noted in Section 4.01 of this Lease.

# CITY CLERK DEPT 2021 MAY 18 AM11:18

### LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this day of , 2021.

LESSOR: CITY OF EL PASO:

Tomás González City Manager

**APPROVED AS TO FORM:** 

Josette Flores Senior Assistant City Attorney **APPROVED AS TO CONTENT:** 

Samuel Rodriguez, P.E. Director of Aviation

ACKNOWLEDGMENT

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

)

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

Notary Public, State of Texas

My Commission Expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

21-1003-1145/PL#1069586 Temporary Lease - Far West Texas & Southern New Mexico Trauma Regional Advisory Council

# LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

**ATTEST:** 

Wanda

LESSEE: Far West Texas & Southern New Mexico Trauma Regional Advisory Council

Name: Todd Haugen Title: Board Chair

#### ACKNOWLEDGMENT

)

THE STATE OF **COUNTY OF** 

This instrument was acknowledged before me on this day of <u>May</u> 2021\_\_\_\_\_by Todd Haugen, as Board Chair of Far West Texas & Southern New Mexico Trauma Regional Advisory Council (Lessee).

Notary Public, State of

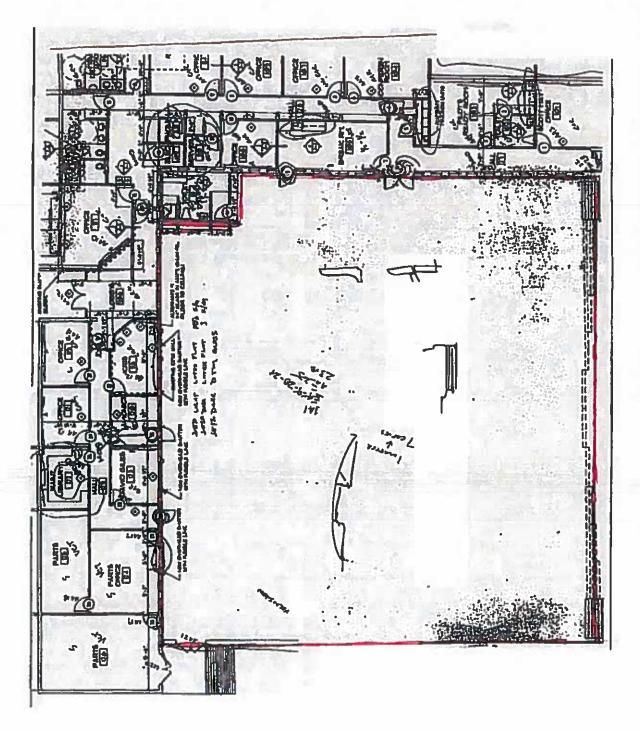
My Commission Expires:



21-1003-1145/PL#1069586v3 Temporary Lease - Far West Texas & Southern New Mexico Trauma Regional Advisory Council 80

CITY CLERK DEPT 2021 MAY 18 AM11:18

FLOOR PLAN



Created by Martha Gayle Reid, MAI



Legislation Text

# File #: 21-609, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Economic and International Development, Jessica Herrera, (915) 212-1624 Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* **The linkage to the Strategic Plan is subsection: 1.1 - Stabilize and Expand El Paso's Tax Base.** 

#### Award Summary:

Request that the City Manager be authorized to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the BETTER BUSINESS BUREAU OF EL PASO ("BBB"), for the BBB to provide marketing services for the "EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS" in an amount not to exceed \$116,500.00.

Contract Variance:

No contract variance.

Department:	Economic Development
Award to:	Better Business Bureau Foundation of El Paso
	El Paso, TX
Initial Term:	9 months
Total Estimated Award:	\$116,500.00 (9 months)
Account No.:	480-1000-48010-522150
Funding Source:	Economic Development Outside Contracts
Districts(s):	All
Sole Source No.:	2021-1198

This is a non-competitive, Service Agreement.

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.

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

AGENDA DATE:	June 8, 2021
PUBLIC HEARING DATE:	Not applicable

### CONTACT PERSON(S) NAME AND PHONE NUMBER:

Jessica Herrera, Director of Economic Development, (915) 212-1624	
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-118	31

DISTRICT(S) AFFECTED: All

- **STRATEGIC GOAL:** No. 1 Create an Environment Conducive to Strong, Sustainable, Economic Development.
- SUBGOAL: 1.1 Stabilize and Expand El Paso's Tax Base

### SUBJECT:

AUTHORIZE the City Manager to sign a Service Agreement between the City of El Paso and Better Business Bureau Foundation of El Paso for the amount of \$116,500.00.

Request that the City Manager be authorized to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the BETTER BUSINESS BUREAU OF EL PASO ("BBB"), for the BBB to provide marketing services for the "EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS" in an amount not to exceed \$116,500.00.

### **BACKGROUND / DISCUSSION:**

The above integrated program is intended to provide a sustainable framework to support the economic development of the City of El Paso that recognizes the challenges small businesses face due to the COVID-19 pandemic and the difficulties they have understanding their responsibilities and opportunities. This will be done by continuing the EPBusinessStrong.org website. It has become a known central resource for information that is pertinent in helping their business survive as well as become resilient. The program also includes continuation of the Buy El Paso program which has successfully helped to invigorate demand of El Paso small businesses. The program is designed to quickly adapt to the needs of the City with respect to important communication and economic development priorities.

This program is in coordination with the County of El Paso. They will be contributing half of the \$233,000.00.

#### SELECTION SUMMARY:

N/A

# CONTRACT VARIANCE:

No contract variance

#### PROTEST

No protest received for this requirement.

# PRIOR COUNCIL ACTION:

N/A

# AMOUNT AND SOURCE OF FUNDING:

Amount: \$116,500.00 Funding Source: General Funds Account: 480-1000-48010-522150

# HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

**PRIMARY DEPARTMENT:** Economic Development Department **SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

### 

**DEPARTMENT HEAD:** 

Eduardo Garcia Digitally signed by Eduardo Garcia Date: 2021.05.25 16:17:55 -06'00'

Jessica Herrera – Director of Economic Development

#### COUNCIL PROJECT FORM (Noncompetitive)

Please place the following item on the **REGULAR** agenda for the Council Meeting of **June 8, 2021**.

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

The linkage to the Strategic Plan is subsection: 1.1 - Stabilize and Expand El Paso's Tax Base.

Award Summary:

Request that the City Manager be authorized to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the BETTER BUSINESS BUREAU OF EL PASO ("BBB"), for the BBB to provide marketing services for the "EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS" in an amount not to exceed \$116,500.00.

Contract Variance: No contract variance.

Department:	Economic Development
Award to:	Better Business Bureau Foundation of El Paso
	El Paso, TX
Initial Term:	9 months
Total Estimated Award:	\$116,500.00 (9 months)
Account No.:	480-1000-48010-522150
Funding Source:	Economic Development outside Contracts
Districts(s):	All
Sole Source No.:	2021-1198

This is a non-competitive, Service Agreement.

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.

# RESOLUTION

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

That the City Manager be authorized to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the BETTER BUSINESS BUREAU OF EL PASO ("BBB"), for the BBB to provide marketing services for the "EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS" in an amount not to exceed \$116,500.

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

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

# **APPROVED AS TO FORM:**

Juan S. Gonzalez

Senior Assistant City Attorney

# **APPROVED AS TO CONTENT:**

Eduardo Garcia Digitally signed by Eduardo Garcia Date: 2021.05.25 16:18:34 -06'00'

Jessica Herrera, Director Economic and International Development

# THE STATE OF TEXAS ) ) CONSULTING SERVICES AGREEMENT COUNTY OF EL PASO )

This Consulting Services Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "CITY", and the BETTER BUSINESS BUREAU of El Paso, a Non-Profit Organization ("Consultant" or "Contractor").

# RECITALS

WHEREAS, CITY has a substantial need for marketing services; and

WHEREAS, CITY cannot adequately perform the services with its own personnel; and

**WHEREAS**, Consultant has demonstrated the competence, knowledge, and qualifications to provide the marketing services CITY requires at a reasonably proposed fee for said services; and

**WHEREAS,** Consultant has been selected to perform such services as required by the CITY, and the Consultant was selected in accordance with all applicable state and local laws and ordinances;

WHEREAS, Consultant desires to provide the required services to City; and

WHEREAS, the CITY intends to engage the Consultant to provide marketing services for the project known as the "EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS", hereinafter referred to as the "Project", as further described in Attachment "A"; and

**NOW, THEREFORE,** for the consideration set forth in this Agreement and its attachments, the CITY 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"	Insurance Certificate

# ARTICLE II. PROJECT

**2.1** The CITY hereby agrees to retain the Consultant and the Consultant agrees to perform consultancy services for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A**".

# ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

**3.1 PAYMENT TO CONSULTANT.** The CITY shall pay to the Consultant an amount not to exceed **\$116,500** for all services and reimbursables performed pursuant 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 Scope of Services attached to this Agreement as **Attachment "A**".

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

**3.3 CONSULTANT'S INVOICES.** The Consultant shall bill the CITY not more often than monthly, through written invoices. 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.

**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.

**3.3.2** The CITY 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 CITY 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.

# ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- **4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the execution by all parties to this Agreement. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachment "A"**.
- 4.2 [RESERVED]

# **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 CITY that the CITY may terminate this Agreement, in whole or in part for the convenience of the CITY, 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 CITY's notice of termination. CITY shall compensate Consultant in accordance with this Agreement; however, the CITY 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 CITY is determined. Nothing contained herein, or elsewhere in this Agreement shall require the CITY 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 CITY 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 CITY 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 CITY pursuant to this subsection, the CITY may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the CITY 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. Contractor agrees that the Contract can be terminated if the contractor or any of its vendor(s) 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 "B"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the CITY. 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 CITY, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

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

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

# **5.1.3** [*RESERVED*]

**5.1.4 OWNER AS ADDITIONAL INSURED.** The CITY shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation 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 "B"**. 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 CITY, AND CITY'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 CONSULTANTS. SUBCONSULTANTS, VENDORS, 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, VENDOR, 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 CITY WILL BE RESPONSIBLE FOR ITS OWN ACTIONS.

# 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 and to use its best efforts

to complete all phases of this Agreement within the time schedules indicated within **Attachment** "A".

**7.2 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the concepts, 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 CITY, who shall be vested with all common law and statutory rights. The CITY shall have the right to the use of the documents; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the CITY. The CITY shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the documents for additional projects shall not grant the CITY any right to hold the Consultant responsible for any subsequent use of the documents. The Consultant shall provide the CITY with copies of the Instruments of Service in both electronic form and in hard copy.

**7.3 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's recordssubject to audit shall include but not be limited to records which, have a bearing on matters of interest to the CITY in connection with the Consultant's work on this Project for the CITY and shall be open to inspection and subject to audit and/or reproduction by CITY'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 CITY's representatives with extracts of data files computer readable format on data disks or suitable alternative computer data exchange format.

The CITY 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.

# 7.4 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 Contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

**7.5 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the CITY 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.

**7.6 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.

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

**7.8 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.

**7.9 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.

**7.10 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 CITY:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: Economic and International Development P. O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Better Business Bureau Attn: Marybeth Stevens 500 E. Paisano Drive, El Paso, Texas 79901

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

**7.11 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.

**7.12 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations,

# WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

# <u>CITY</u>: CITY OF EL PASO:

Tomás González City Manager

# **APPROVED AS TO FORM:**

# **APPROVED AS TO CONTENT:**

Eduardo Garcia Digitally signed by Eduardo Garcia Date: 2021.05.25 16:19:16 -06'00'

Jessica Herrera, Director Economic and International Development

Juan S. Gonzalez

Senior Assistant City Attorney

# ACKNOWLEDGMENT

# THE STATE OF TEXAS § SCOUNTY OF EL PASO §

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

**Notary Public, State of Texas** 

My commission expires:

(Signatures continue on the following page)

CONSULTANT: Better Business Bureau By: Marybeth Stevens, President

#### ACKNOWLEDGEMENT

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

This instrument was acknowledged before me on this  $\frac{25}{3}$  by as **Marybeth Stevens, President** of Better Business Bureau. 2021, day of

MARY KATZ ID#12790112-5 NOTARY PUBLIC and for the State of Texas My commission expires 06-04-2022

Notary Public, State of Texa

h

.

My commission expires:

022

# ATTACHMENT "A" SCOPE OF WORK



# **Better Business Bureau Paso del Norte**

Serving Texas in El Paso, Hudspeth, Culberson, Jeff Davis and Presidio Counties and the State of Chihuahua, Mexico

May 12, 2021

Miranda Diaz City of El Paso

RE: Scope of Work to Continue the EPBusinessStrong and Buy El Paso Programs Through 2021 with County of El Paso Matching Support

As requested, the following sets forth a proposed Scope of Work to leverage best practices and investments that have been made by the City of El Paso and the Better Business Bureau that will continue integrated and sustained marketing and communication campaigns to ensure timely and effective communication to support small businesses throughout the City of El Paso. El Paso Business Strong and Buy El Paso campaigns will build upon momentum built in 2020 to Q1 of 2021 to:

- Provide critical information from City/County officials and available economic development resources for local and small businesses
- Communicate important health and safety protocols to reduce the spread of COVID-19 or other public health issues
- Promote local businesses that are working to ensure the health and safety of their employees and customers is paramount, those businesses that are embracing and adapting to their new operating environments, and the importance of buying local.

The above integrated program is intended to provide a sustainable framework to support the economic development of the City of El Paso that recognizes the challenges small businesses face due to the COVID-19 pandemic and the difficulties they have understanding their responsibilities and opportunities. The program is designed to provide services for 9 months, which envisions the ability to quickly adapt to the needs of the City with respect to important communication and economic development priorities.

# Websites:

Custom Web Development \$4,000 Tech Support \$500 month (\$4,500 total) Google Adwords \$750 month (\$6,750 total)

# Total \$15,250

 Google AdWords and Search Engine Optimization for both epbusinessstrong.org and BuyEP.org

- Continued tech support for the year
  - Maintenance, Support and Content Management
  - Server configuration, VPS Hosting
  - Malware and Phishing Security Services
  - Backup and Disaster Recovery
  - o SSL Certification
  - 1 user email hosting
  - Content management: edits, uploads, basic enhancements

# Communications Consulting: \$7,500 per month (\$67,500 total) \$5,000 production fee \$4,500 social media ad budget \$8,500 promotional items

# Total: \$85,500

- Develop and implement communications strategy for Biz Strong and Buy El Paso
- Develop and manage all messaging for Biz Strong and Buy El Paso
  - Public Relations
  - Crisis communications and rapid response
- Social media management and content creation
  - o Content Calendar
  - Promotional Campaigns
- Production of creative collateral for campaign
  - o Video
  - o Photos
  - Promotional Items
  - Facebook Live production

# BBB Direct Service Delivery Resources: \$1,000 per month (\$9,000 total)

- Direct staffing services and communication tools
  - Translation
  - Interviews
  - Production

# Administration and Reporting: \$750 per month (\$6,750 total)

# Total \$15,750

# 9 Month Program TOTAL: \$116,500

We appreciate this opportunity to continue to work with the City Of El Paso and to provide these important economic development tools and resources to support local businesses as they adapt to the realities of ever-changing operating environments.

Thank you for your consideration,

Marybeth Stevens President, BBB El Paso 915-309-5463

Ę



Legislation Text

# File #: 21-658, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts Airport, Sam Rodriguez, (915) 212-7301

#### AGENDA LANGUAGE:

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

A Resolution that the City Council hereby supports the stationing of the United States Army's newest Air Defense Artillery Battalion at Fort Bliss Texas, and that the City of El Paso welcomes these soldiers and their family members into our community with open arms.

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

AGENDA DATE: June 8, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, 915-212-7301

Paul Albright, 915-212-1654

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: N/A

### SUBJECT:

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

Resolution that it hereby supports the stationing of the United States Army's newest Air Defense Artillery Battalion at Fort Bliss, Texas, and that the City of El Paso welcomes these soldiers and their family members into our community with open arms.

#### 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?

In support of Ft. Bliss, this resolution will be submitted to the DOD.

#### **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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: El Paso International Airport/ Veteran and Military Affairs

SECONDARY DEPARTMENT: N/A

**DEPARTMENT HEAD:** 

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

Revised 04/09/2021

### RESOLUTION

WHEREAS, the City of El Paso is proud to be home to Fort Bliss Texas, America's 2<sup>nd</sup> largest military installation; and

WHEREAS, the City of El Paso supports military expansion in the region and recognizes the importance and economic impact of the U.S. Department of Defense's stationing decisions; and

WHEREAS, Fort Bliss is home to the 1<sup>st</sup> Armored Division, America's only armored tank division; as well as the 32<sup>nd</sup> Air and Missile Defense Command, an Air Defense Headquarters with oversight of four Air Defense Brigades; and

WHEREAS, Fort Bliss is one of the Army's largest power projection platforms and is the largest joint mobilization force generation installation in the Army; and

WHEREAS, Fort Bliss has 1.12 million acres of training space and abuts White Sands Missile Range, the largest Department of Defense military installation; and

WHEREAS, Fort Bliss supports a variety of training programs with 54 training areas, 29 villages and towns, 58 live-fire ranges, 1,700 miles of tank trails, three base camps and rail-head facilities; in addition to 343 million cubic acres of airspace to allow training on every weapons platform in America's arsenal; and

WHEREAS, El Paso is a welcoming, diverse community with exceptional quality of life, ranked as the fifth safest large city in America. El Paso is proud to have five exceptional schools located on the installation and multiple universities, colleges and technical schools in the community that welcome soldiers and their family members; and

WHEREAS, Fort Bliss possess a new state-of-the-art 1.13 million square foot medical facility and the community has numerous hospitals and care clinics able to support any and all types of specialty care; and

WHEREAS, Fort Bliss and the City of El Paso maintain a strong and supportive relationship as seen by the more than 57% of the military assigned to Fort Bliss who live in the El Paso community with their families; and

WHEREAS, the City of El Paso works closely with the military community to ensure that military spouses are able to find meaningful employment during their time at Fort Bliss; and

WHEREAS, the City of El Paso has 202 Community Partnership Agreements with Fort Bliss to support a variety of programs including the Women's Business Counseling Services in collaboration with the El Paso Hispanic Chamber of Commerce; Citizen Immigration Services; ACES/UTEP Internship Program with The University of Texas at El Paso (UTEP); Hiring our Heroes Corporate Fellowship Program with the U.S. Chamber of Commerce Foundation; Workforce Center for Military, Military Spouses and Family Members with Workforce Solutions Borderplex (WFSBP); The Frontera Land Alliance and Child & Youth Services, which provides students exposure to Science, Technology, Engineering, and Mathematics (STEM) strands specific to environmental education, conservation efforts, and animal sciences.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

**OF EL PASO** that it hereby supports the stationing of the United States Army's newest Air Defense Artillery Battalion at Fort Bliss, Texas, and that the City of El Paso welcomes these soldiers and their family members into our community with open arms.

APPROVED this \_\_\_\_\_\_ of \_\_\_\_\_, 2021

#### THE CITY OF EL PASO

Oscar Lesser Mayor

ATTEST:

Laura Prine City Clerk

**APPROVED AS TO FORM:** 

Josette Flores Senior Assistant City Attorney

**APPROVED AS TO CONTENT:** 

Samuel Rodriguez, P.E. Director of Aviation



# **Air Defense Artillery Battalion**



<u>Strategic Plan Goal:</u> No 7: Enhance and Sustain El Påso's Infrastructure Network

7.412

CAN FURNITURE

103

# **Resolution of Support**

- US Army is considering Ft. Bliss a destination to field the Maneuver-Short Range Air Defense Capability (M-SHORAD)
- Public Comment on the Environmental Document is due June 18<sup>th</sup> (NEPA)
- Battalion includes 550 soldiers, 40 Stryker-based M-SHORAD vehicles and 270 additional support vehicles
- New Battalion will have a positive impact for the City of El Paso

Recommend approval of the resolution.







# **Mission**

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



Integrity, Respect, Excellence, Accountability, People

# Vision

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





Legislation Text

# File #: 21-612, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

Airport, Sam Rodriguez, (915) 212-7301

#### AGENDA LANGUAGE:

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

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 intersections of Boeing Dr. and Bonanza St. and Boeing Dr. and Continental Dr. legally described as a 0.0594 acre Portion of Lot 4, Block 20, El Paso International Airport Tracts Unit Twelve, Recorded in File No. 2020-0013751, Plat records of El Paso County, Texas, within the City of El Paso, El Paso County, Texas.

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

AGENDA DATE: June 8, 2021 PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3

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

SUBGOAL:

# 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 intersections of Boeing Dr. and Bonanza St. and Boeing Dr. and Continental Dr. legally described as a 0.0594 acre Portion of Lot 4, Block 20, El Paso International Airport Tracts Unit Twelve, Recorded in File No. 2020-0013751, Plat records of El Paso County, Texas, within the City of El Paso, El Paso County, Texas.

### **BACKGROUND / DISCUSSION:**

The easement is needed to provide electric service to Region 19.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation SECONDARY DEPARTMENT:

DEPARTMENT HEAD:

DEFAITMENT TEAD.

(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 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 intersections of Boeing Dr. and Bonanza St. and Boeing Dr. and Continental Dr. legally described as a 0.0594 acre Portion of Lot 4, Block 20, El Paso International Airport Tracts Unit Twelve, Recorded in File No. 2020-0013751, Plat records of El Paso County, Texas, within the City of El Paso, El Paso County, Texas.

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

THE CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Omar De La Rosa Assistant City Attorney **APPROVED AS TO CONTENT:** 

Samuel Rodriguez, P.E.

Director of Aviation

## THE STATE OF TEXAS§§UNDERGROUND ELECTRICAL ANDCOUNTY OF EL PASO§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 <u>City of El Paso (</u>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 LOT 4, BLOCK 20, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT TWELVE, 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

1

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 so 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.

È

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

	City Manager				
APPROVED #S TO FORM: Omar De La Rosa	APPROVED AS TO CONTENT: Samuel Rodriguez, R.E. City Engineer				
ACKNOWLEDGMENT					
THE STATE OF TEXAS §					
COUNTY OF EL PASO §					
This instrument was acknowledged before me on the Tomás González as City Manager of the City of El Pase	·				

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: _	Manage	er – Land Management

#### ACKNOWLEDGMENT

THE STATE OF TEXAS § COUNTY OF EL PASO §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by <u>Daniel J. Monteros</u> as <u>Manager - Land Management</u> 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

EPE Underground Electrical Easement DT052966 INITIALS:

#### EPIA Addendum to EPEC Easement - FAA

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

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

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix C of Appendix 4]

2. A. The Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Grantee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix D of Appendix 4]

INITIALS \_\_\_\_\_

3. A. During the term of this easement, Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms —programs or activities to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

115

B. In the event of breach of any of the covenants in this section 3, Grantor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E of Appendix 4]

#### EXHIBIT "A"

#### DT052966

#### HZI Project No. R313555.01 0.0594 ACRE ELECTRIC EASEMENT OUT OF LOT 4, BLOCK 20, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT TWELVE CITY OF EL PASO, EL PASO COUNTY, TEXAS

That certain parcel of land, being a portion of Lot 4, Block 20, El Paso International Airport Tracts Unit Twelve, recorded in File No. 2020-0013751, Plat records of El Paso County, Texas, within the City of El Paso, El Paso County, Texas, and being more particularly described by Metes and Bounds as follows (record dimensions shown in parenthesis () are recited herein to reference the recorded subdivision plat of said El Paso International Airport Tracts Unit Twelve):

**COMMENCING** at a brass disk in hand hole found for city monument at the centerline intersection of Boeing Drive, a 68 foot wide right-of-way, and Bonanza Street, from which a chiseled "X" found for the southeasterly point of curvature of Lot 9, Block 3, El Paso International Airport Tracts, Replat of Unit 3, recorded in Volume 28, Page 46, Plat Records of El Paso County, Texas, bears S 87°56'26" E, 591.00 feet and N 02°03'34" E, 34.00 feet, said Point of Commencement having Texas Coordinate System (central zone, U.S. survey feet, NAD83) grid coordinates of N=10,666,785.02, E=413,161.27;

**THENCE** N 02°03'34" E, with the centerline of said Bonanza Street, a distance of 344.00 feet (record: N 02°07'19" E, 344.00 feet);

**THENCE** S 87°56'26" E, leaving said centerline, a distance of 321.00 feet (record: S 87°52'41" E, 321.00 feet) to the southwest corner of Lot 3, Block 20, of said El Paso International Airport Tracts Unit Twelve;

**THENCE** N 02°03'34" E, with the west line of said El Paso International Airport Tracts Unit Twelve, a distance of 379.74 feet (record: N 02°07'19" E) to the **POINT OF BEGINNING**, having Texas Coordinate System (central zone, U.S. survey feet, NAD83) grid coordinates of N=10,667,496.60, E=413,507.99, from which a 1/2" rebar found for the northeast corner of Lot 1, Block 20 of said El Paso International Airport Tracts Unit Twelve, bears N 02°03'34" E, 162.77 feet (record: N 02°07'19" E) and S 87°54'30" E, 247.06 feet (record: S 87°50'41" E, 247.05 feet);

**THENCE** N 02°03'34" E, a distance of 10.00 feet (record: N 02°07'19" E) to the northwest corner of the herein described parcel;

**THENCE** S 87°56'26" E, leaving said west line, parallel with and 18 feet distant from the southerly line of a 27 foot wide public access easement, as shown on plat of said El Paso International Airport Tracts Unit Twelve, a distance of 109.00 feet to the northeast corner of the herein described parcel;

**THENCE** S 02°03'34" W, leaving said parallel line, with the east line of said Lot 4, a distance of 153.87 feet to the southeast corner of the herein described parcel;

**THENCE** N 87°56'26" W, leaving said east line, with the south line of said Lot 4, a distance of 10.00 feet (record: N 87°52'41" W);

**THENCE** N 02°03'34" E, leaving said south line, parallel with and 10 foot distant from the east line of said Lot 4, a distance of 133.87 feet;

THENCE N 87°56'26" W, leaving said parallel line, a distance of 6.00 feet;

THENCE N 02°03'34" E, a distance of 10.00 feet;

#### EXHIBIT "A"

HZI Project No. R313555.01 0.0594 ACRE ELECTRIC EASEMENT OUT OF LOT 4, BLOCK 20, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT TWELVE CITY OF EL PASO, EL PASO COUNTY, TEXAS

DT052966

**THENCE** N 87°56'26" W, parallel with and 28 foot distant form the south line of said 27 foot wide public access easement, a distance of 93.00 feet to the POINT OF BEGINNING, containing 0.0594 acres or 2,589 square feet of land.

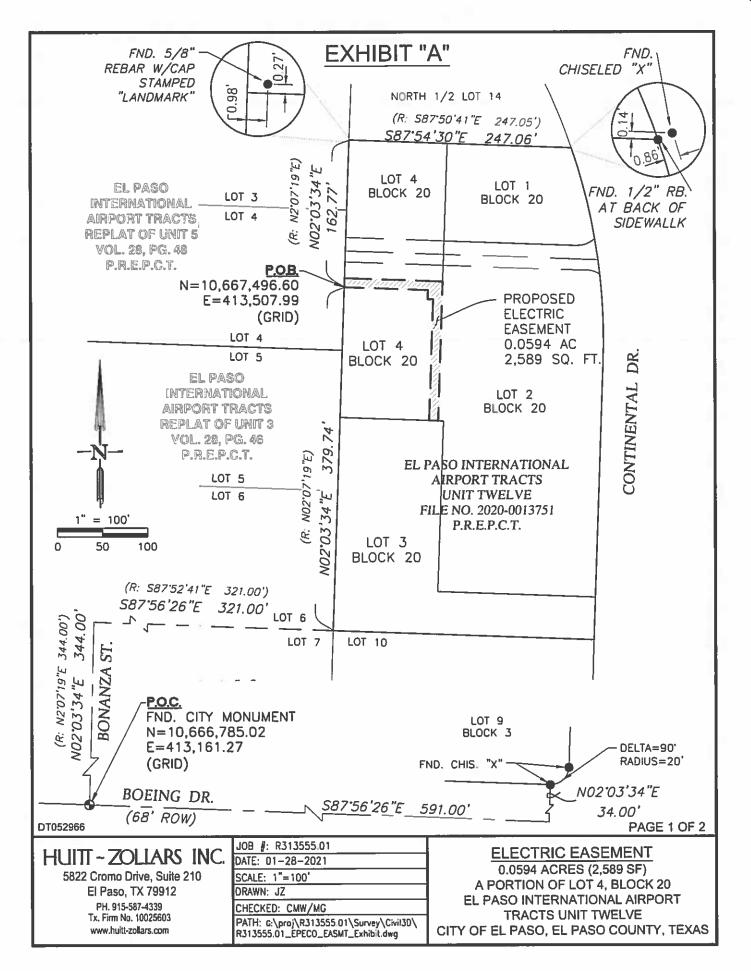
Note:

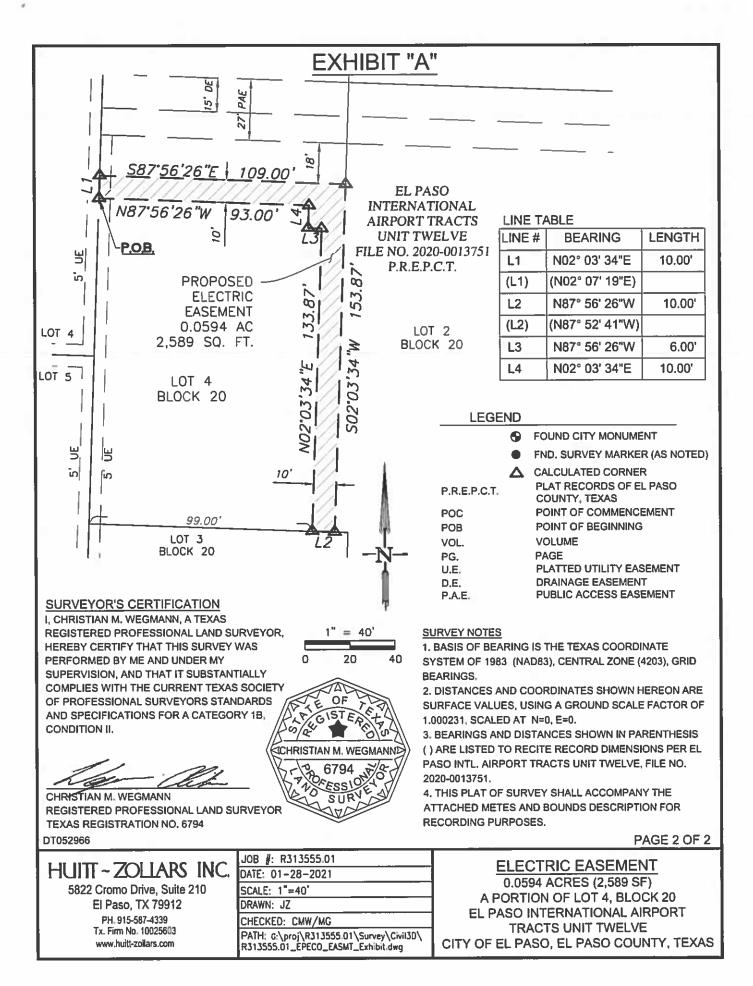
Distances shown on this survey are surface distances (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached to, and made a part of this description for all purposes, and must be recorded with this description.

- Clip

Christian M. Wegmann, Texas RPLS# 6794 Huitt-Zollars, Inc. 5822 Cromo Drive, Suite 210 El Paso, Texas 79912 Firm Registration No. 10025603 Phone 915-587-4339 January 28, 2021









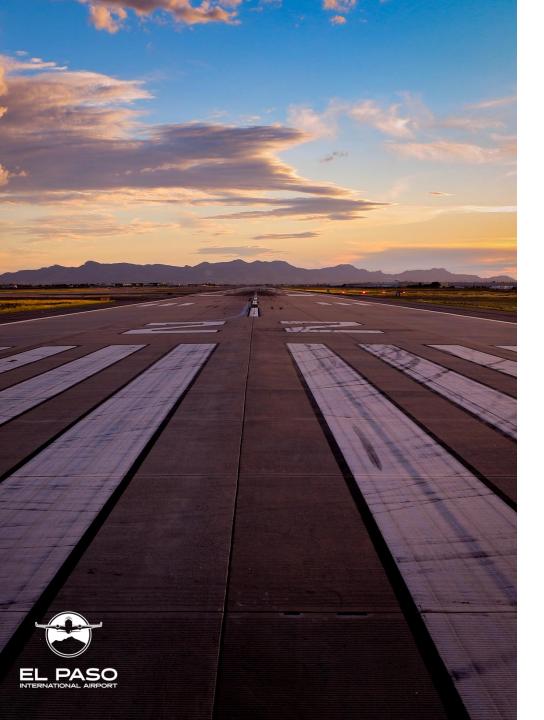


## EL PASO INTERNATIONAL AIRPORT



An Update From THE BEST AIRPORT IN NORTH AMERICA

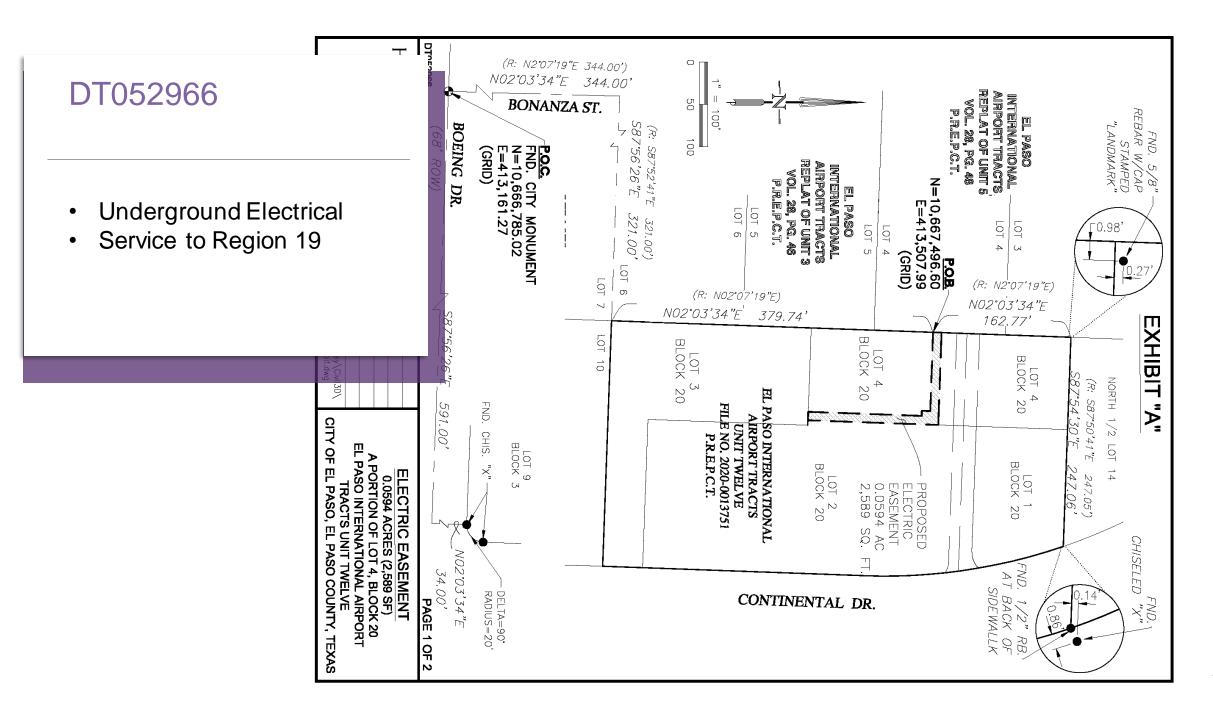
JUNE 2021



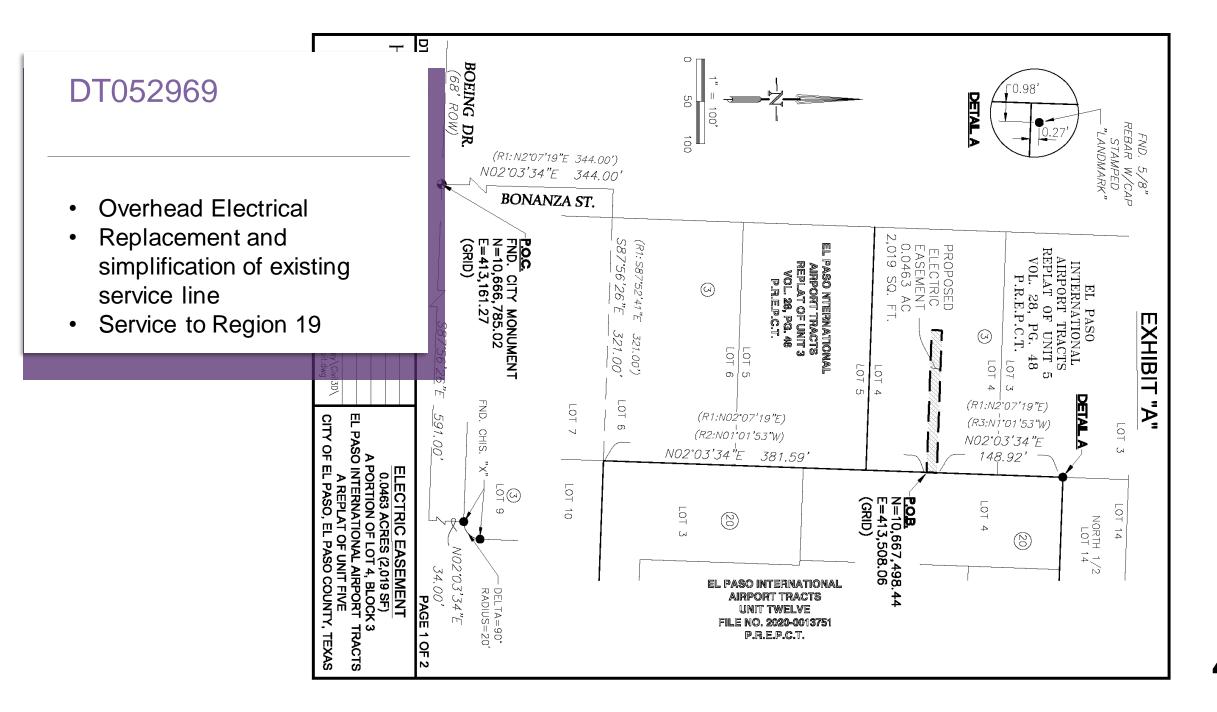
# Vision Block

Vibrant Regional Economy Goals 1&3

- Goal 1. Cultivate an Environment Conducive to Strong, Economic Development
  - 1.1 Stabilize and expand El Paso's tax base
    - Airport Development
  - 1.4 Grow the core business of air transportation
    - Expand Airport Development



3<sub>122</sub>







### EL PASO INTERNATIONAL AIRPORT



An Update From THE BEST AIRPORT IN NORTH AMERICA

**JUNE 2021** 





Legislation Text

#### File #: 21-613, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

Airport, Sam Rodriguez, (915) 212-7301

#### AGENDA LANGUAGE:

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

That the City Manager, or designee, be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located near the intersection of Boeing Dr. and Bonanza St. legally described as a 0.0463 acre Portion of Lot 4, Block 3, El Paso International Airport Tracts Replat of Unit 5, recorded in Volume 28, Page 48, Plat records of El Paso County, Texas, within the City of El Paso, El Paso County, Texas.

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

AGENDA DATE: June 8, 2021 PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3

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

SUBGOAL:

#### SUBJECT:

That the City Manager, or designee, be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located near the intersection of Boeing Dr. and Bonanza St. legally described as a 0.0463 acre Portion of Lot 4, Block 3, El Paso International Airport Tracts Replat of Unit 5, recorded in Volume 28, Page 48, Plat records of El Paso County, Texas, within the City of El Paso, El Paso County, Texas.

#### **BACKGROUND / DISCUSSION:**

The easement is needed to provide electric service to Region 19.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation SECONDARY DEPARTMENT:

**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 City Manager, or designee, be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located near the intersection of Boeing Dr. and Bonanza St. legally described as a 0.0463 acre Portion of Lot 4, Block 3, El Paso International Airport Tracts Replat of Unit 5, recorded in Volume 28, Page 48, Plat records of El Paso County, Texas, within the City of El Paso, El Paso County, Texas.

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

THE CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Omar De La Rosa Assistant City Attorney **APPROVED AS TO CONTENT:** 

Samuel Rodriguez, P.E.

Director of Aviation

21-1003-1162 |/PL# 1079901 Overhead Electrical Easement-Resolution Boeing and Bonanza OAR

3

#### THE STATE OF TEXAS § § OVERHEAD ELECTRICAL EASEMENT COUNTY OF EL PASO §

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 <u>City of El Paso</u> (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 overhead electric system consisting of any and all necessary poles, cables, lines, wires, crossarms, guys and anchors for an above ground electric distribution and/or transmission system, together with the overhang of service wires, 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:

Portion of LOT 4, BLOCK 3, EL PASO INTERNATIONAL AIRPORT TRACTS A REPLAT OF UNIT 5, El Paso County, Texas and more particularly shown on Exhibits "A" which is attached hereto and incorporated herein for all purposes.

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 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.

INITIALS:

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

GRANTOR: THE CITY OF EL PASO

> Tomás González, City Manager

APPROVED AS TO CONTENT: Samuel Rodriguez, F **City Engineer** 

Assistant City Attorney

Omar De La Rosa

ACKNOWLEDGMENT

THE STATE OF TEXAS § S COUNTY OF EL PASO §

APPROVED AS TO FORM:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Tomás Gonzalez 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. Mont	eros
Title:	Manage	<u>r – Land Manag</u>	ement

ACKNOWLEDGMENT

THE STATE OF TEXAS § S COUNTY OF EL PASO §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by <u>Daniel J. Monteros</u> as <u>Manager - Land Management</u> 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

INITIALS:

#### EPIA Addendum to EPEC Easement - FAA

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

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

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix C of Appendix 4]

2. A. The Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Grantee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix D of Appendix 4]

1

ဗ်

3. A. During the term of this easement, Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms —programs or activities to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, Grantor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E of Appendix 4]

#### EXHIBIT "A"

DT052969

#### HZI Project No. R313643.01 0.0463 ACRE ELECTRIC EASEMENT OUT OF LOT 4, BLOCK 3, EL PASO INTERNATIONAL AIRPORT TRACTS REPLAT OF UNIT 5 CITY OF EL PASO, EL PASO COUNTY, TEXAS

That certain parcel of land, being a portion of Lot 4, Block 3, El Paso International Airport Tracts Replat of Unit 5, recorded in Volume 28, Page 48, Plat records of El Paso County, Texas, within the City of El Paso, El Paso County, Texas, and being more particularly described by Metes and Bounds as follows (record dimensions shown in parenthesis () are recited herein to reference the recorded subdivision plats of El Paso International Airport Tracts Unit Twelve, File No. 2020-0013751 [R1], El Paso International Airport Tracts Replat of Unit 3, Volume 28, Page 46 [R2], and said El Paso International Tracts Replat of Unit 5 [R3]):

**COMMENCING** at a brass disk in hand hole found for city monument at the centerline intersection of Boeing Drive, a 68 foot wide right-of-way, and Bonanza Street, from which a chiseled "X" found for the southeasterly point of curvature of Lot 9, Block 3, of said El Paso International Airport Tracts, Replat of Unit 3, bears S 87°56'26" E, 591.00 feet and N 02°03'34" E, 34.00 feet, said Point of Commencement having Texas Coordinate System (central zone, U.S. survey feet, NAD83) grid coordinates of N=10,666,785.02, E=413,161.27;

**THENCE** N 02°03'34" E, with the centerline of said Bonanza Street, a distance of 344.00 feet (R1: N 02°07'19" E, 344.00 feet);

**THENCE** S 87°56'26" E, leaving said centerline, a distance of 321.00 feet (R1: S 87°52'41" E, 321.00 feet) to the southeast corner of Lot 6, Block 3, of said El Paso International Airport Tracts Replat of Unit Three;

**THENCE** N 02°03'34" E, a distance of 381.59 feet (R1: N 02°07'19" E, R2: N 01°01'53" W) to the **POINT OF BEGINNING**, being the southeast corner of the herein described parcel, being also the east line of said Lot 4, and having Texas Coordinate System (central zone, U.S. survey feet, NAD83) grid coordinates of N=10,667,498.44, E=413,508.06;

**THENCE** leaving said east line, over and across said Lot 4, the following three (3) courses and distances:

- 1. N 87°56'26" W, a distance of 168.00 feet to the southwest corner of the herein described parcel;
- 2. N 02°03'34" E, a distance of 12.00 feet to the northwest corner of the herein described parcel, and
- S 87°56'26" E, a distance of 168.00 feet to the northeast corner of the herein described parcel, being the east line of said Lot 4, from which the northwest corner of said El Paso international Airport Tracts Unit Twelve bears N 02°03'34" E, a distance of 148.92 feet (R1: N 02°07'19" E, R3: N01°01'53" W, found 5/8 inch rebar with cap stamped Landmark at 0.98 foot east and 0.27 foot north);

**THENCE** S 02°03'34" W, with the east line of said Lot 4, a distance of 12.00 feet (R1: S 02°07'19" W, R3: S 01°01'53" E) to the POINT OF BEGINNING, containing 0.0463 acres or 2,019 square feet of land.

#### EXHIBIT "A"

DT052969

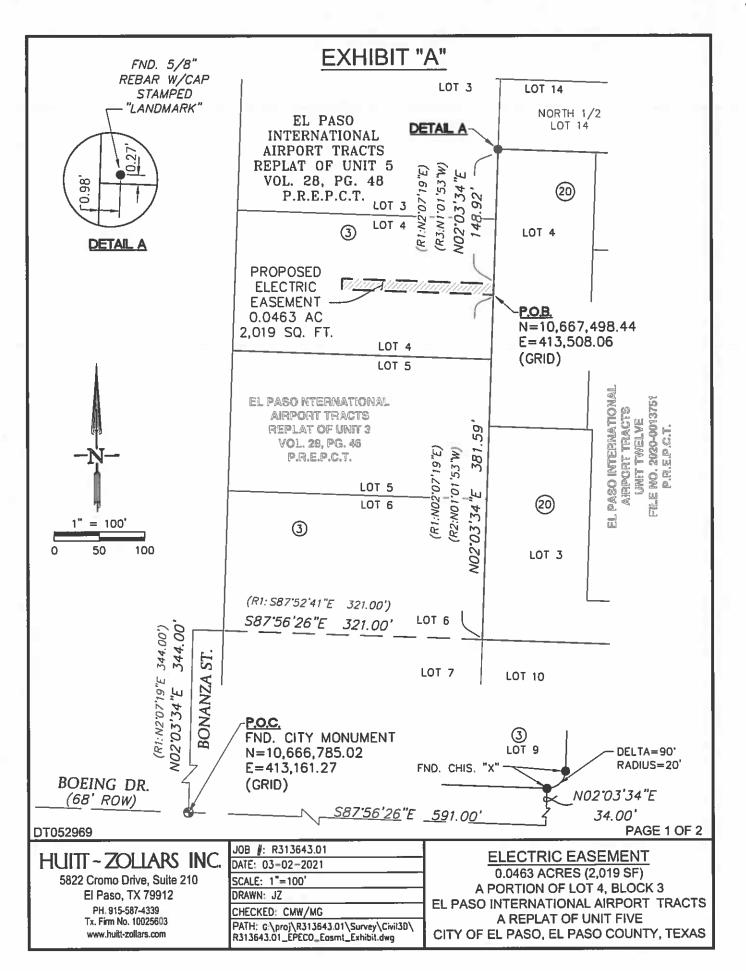
HZI Project No. R313643.01 0.0463 ACRE ELECTRIC EASEMENT OUT OF LOT 4, BLOCK 3, EL PASO INTERNATIONAL AIRPORT TRACTS REPLAT OF UNIT 5 CITY OF EL PASO, EL PASO COUNTY, TEXAS

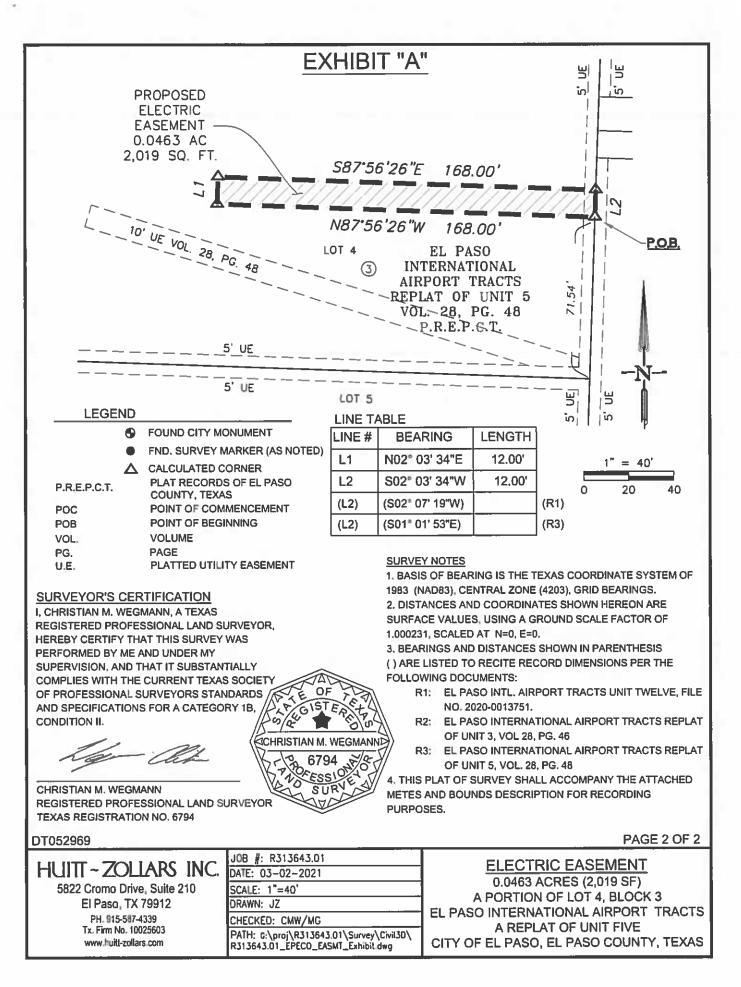
#### Note:

Distances shown on this survey are surface distances (US Survey Feet) based on a scaling of the Texas Coordinate System, Central Zone, NAD 83, by a ground scale factor of 1.00023100, at N=0, E=0. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings, derived from GPS observations. A plat of survey on two letter size sheets is attached hereto, and made a part of this description for all purposes, and must be recorded with this description.

Christian M. Wegmann, Texas RPLS# 6794 Huitt-Zollars, Inc. 5822 Cromo Drive, Suite 210 El Paso, Texas 79912 Firm Registration No. 10025603 Phone 915-587-4339 March 02, 2021











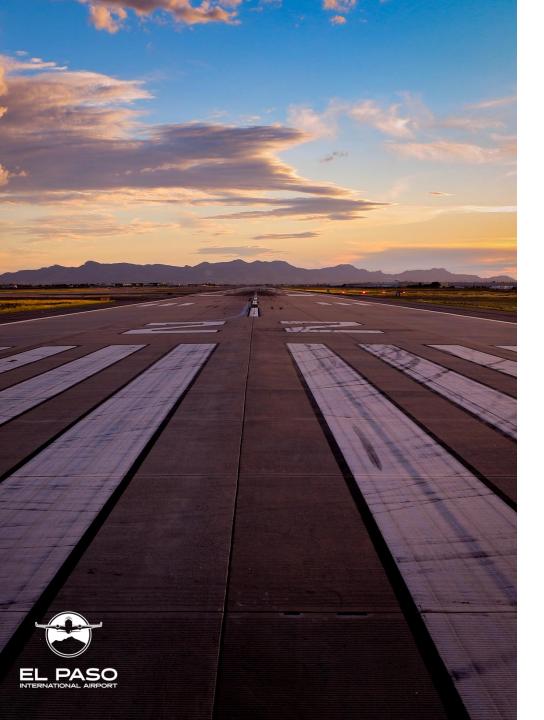
## EL PASO INTERNATIONAL AIRPORT



An Update From THE BEST AIRPORT IN NORTH AMERICA

JUNE 2021

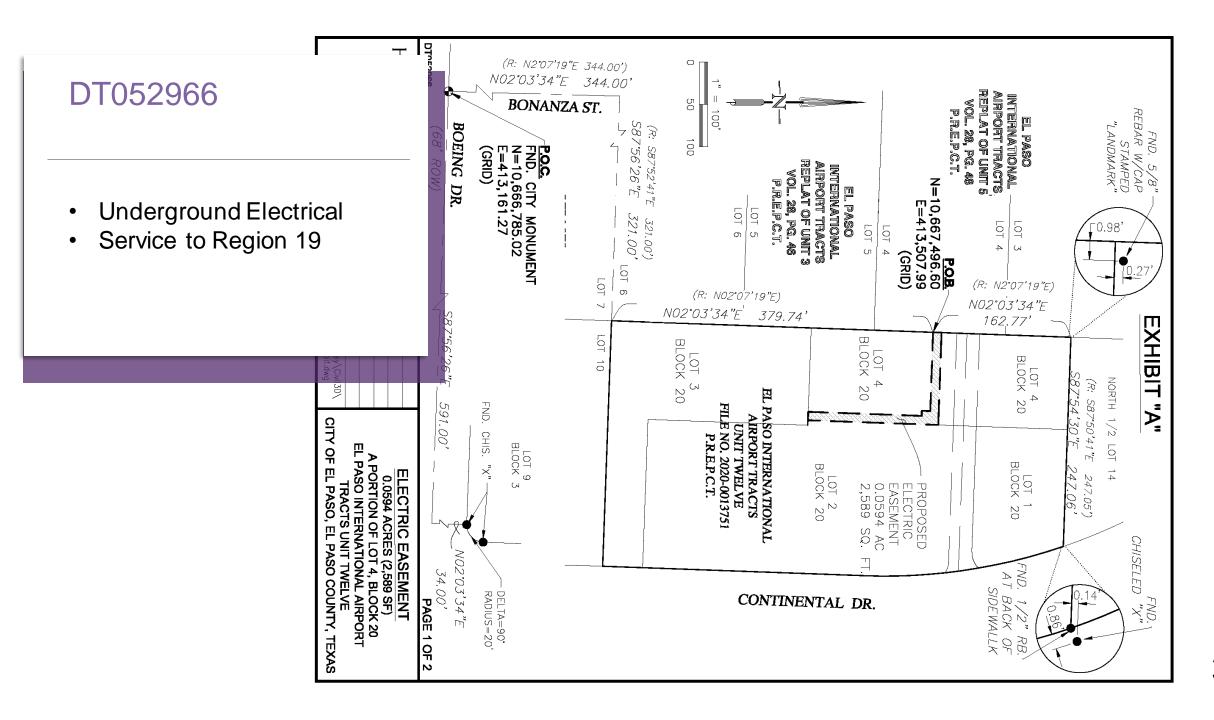




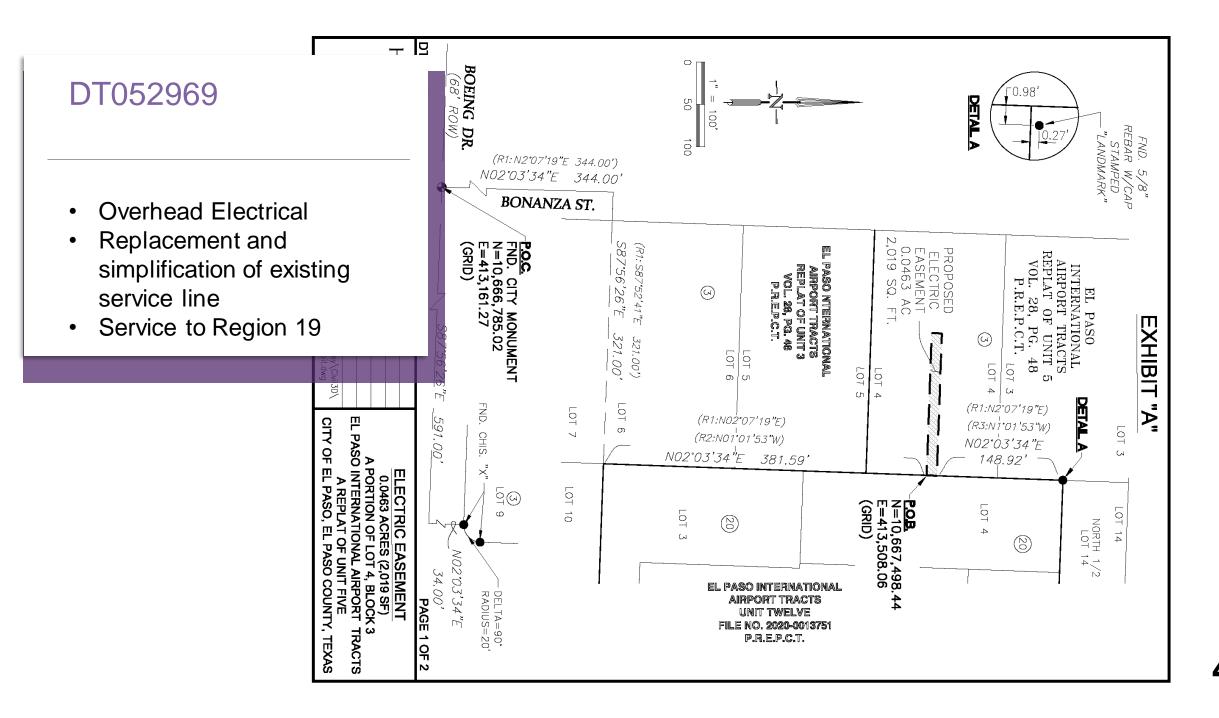
# Vision Block

Vibrant Regional Economy Goals 1&3

- Goal 1. Cultivate an Environment Conducive to Strong, Economic Development
  - 1.1 Stabilize and expand El Paso's tax base
    - Airport Development
  - 1.4 Grow the core business of air transportation
    - Expand Airport Development



**3**<sub>140</sub>







## EL PASO



An Update From THE BEST AIRPORT IN NORTH AMERICA

JUNE 2021





Legislation Text

#### File #: 21-615, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### All Districts

Streets and Maintenance, Richard J. Bristol, (915) 212-7001 Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181

#### AGENDA LANGUAGE:

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

That the City Manager be authorized to sign the First Amendment to the 2020-937 Parks Litter Control Contract by and between the City of El Paso (City) and WorkQuest f/k/a TIBH INDUSTRIES, INC. ("WorkQuest"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC. D/B/A XCEED RESOURCES ("XCEED"), the performing party, to add additional park sites to the list of locations and to add additional cleanings to parks in the current list at which the contractors will perform cleaning and maintenance services until the expiration of this contract for an additional estimated cost to the City of an amount not to exceed \$63,044.52.

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

AGENDA DATE:	June 8, 2021
PUBLIC HEARING DATE:	Not Applicable

#### CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Director of Streets and Maintenance, (915) 212-7001	
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212	-1181

DISTRICT(S) AFFECTED: All

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

**SUBGOAL:** 7.2 – Improve the competitiveness though infrastructure improvements impacting the quality of life

#### SUBJECT:

That the City Manager be authorized to sign the First Amendment to the Parks Litter Control Contract by and between the City of El Paso (City) and WorkQuest f/k/a TIBH INDUSTRIES, INC. ("WorkQuest"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC. D/B/A XCEED RESOURCES ("XCEED"), the performing party, to add additional park sites to the list of locations and to add additional cleanings to parks in the current list at which the contractors will perform cleaning and maintenance services until the expiration of this contract for an additional estimated cost to the City of an amount not to exceed \$63,044.52.

#### **BACKGROUND / DISCUSSION:**

The agreement between the City of El Paso and WorkQuest f/k/a TIBH Industries, Inc., and Xceed Resources is to clean and remove trash and debris from all park areas. WorkQuest f/k/a TIBH Industries, Inc., is a non-profit corporation that certifies the Xceed Resources will employ individuals with disabilities in accordance with Texas Human Resources code 122.013. This amendment will allow for the enhancement of identified areas as well as improving the image of the areas in which they are located.

#### SELECTION SUMMARY:

N/A

#### CONTRACT VARIANCE:

N/A

#### <u>PROTEST</u>

No protest received for this requirement.

#### PRIOR COUNCIL ACTION:

On June 9, 2020 City Council approved the award of contract 2020-937 Park Litter Control to WorkQuest f/k/a TIBH INDUSTRIES, INC. ("WorkQuest"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC. D/B/A XCEED RESOURCES ("XCEED"), the performing party, for a one (1) year initial term and one (1) year-option to extend the contract for at total amount of \$2,104,039.40.

#### AMOUNT AND SOURCE OF FUNDING:

Amount: \$63,044.52 Funding Source: Grounds Keeping Horticultural Contracts, Environmental Fee Fund Account: 451-2305-51295-522210-P5120

# HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES NO

**PRIMARY DEPARTMENT:** Streets and Maintenance **SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

# 

**DEPARTMENT HEAD:** 

Richard Bristol 05/27/2021

Richard J. Bristol, Director of Streets and Maintenance

# **PROJECT FORM**

## (Resolutions)

#### 

Please place the following item on the <u>Consent</u> agenda (under Resolutions) for the Council Meeting of <u>June 8, 2021</u>

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

The linkage to the Strategic Plan is subsection 7.2 – Enhance and Sustain El Paso's Infrastructure Network

Award Summary:

That the City Manager be authorized to sign the First Amendment to the 2020-937 Parks Litter Control Contract by and between the City of El Paso (City) and WorkQuest f/k/a TIBH INDUSTRIES, INC. ("WorkQuest"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC. D/B/A XCEED RESOURCES ("XCEED"), the performing party, to add additional park sites to the list of locations and to add additional cleanings to parks in the current list at which the contractors will perform cleaning and maintenance services until the expiration of this contract for an additional estimated cost to the City of an amount not to exceed \$63,044.52.

#### **RESOLUTION**

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

That the City Manager be authorized to sign the First Amendment to the Parks Litter Control Contract by and between the City of El Paso (City) and WorkQuest f/k/a TIBH INDUSTRIES, INC. ("WorkQuest"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC. D/B/A XCEED RESOURCES ("XCEED"), the performing party, to add additional park sites to the list of locations and to add additional cleanings to parks in the current list at which the contractors will perform cleaning and maintenance services until the expiration of this contract for an additional estimated cost to the City of an amount not to exceed \$63,044.52.

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

#### **CITY OF EL PASO:**

Oscar Leeser Mayor

ATTEST:

Laura Prine City Clerk

**APPROVED AS TO FORM** 

-S-Ail Juan Gonzalez

Senior Assistant City Attorney

# **APPROVED AS CONTENT:**

Richard Bristol

Richard J. Bristol, Director Streets and Maintenance

#### THE STATE OF TEXAS

)

)

)

FIRST AMENDMENT TO PARKS

COUNTY OF EL PASO

THIS **FIRST AMENDMENT** to the Parks Litter Control ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_\_ 2021, by and between the CITY OF EL PASO, a home rule municipal corporation (hereinafter referred to as the "City"), and WorkQuest f/k/a TIBH INDUSTRIES, INC. ("WorkQuest" or "TIBH"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC. D/B/A XCEED RESOURCES ("XCEED"), the performing party, hereinafter collectively referred to as the "Contractors".

WHEREAS, the City entered into the Contract with the Contractors to provide specified grounds maintenance services for certain properties managed by the City of El Paso's Streets & Maintenance Department for the period of July 6, 2020 through July 5, 2021; and

WHEREAS, the City desires to amend the Contract to add additional park sites to the list of locations and additional cleaning services to park sites in the original list at which the Contractors will perform cleaning and maintenance services, specifically at park sites described in Attachment "A-1" to this First Amendment; and

WHEREAS, the parties agree to amend the Contract to include the additional park sites for cleaning and maintenance services and additional cleaning and maintenance services for park sites included in the original award for the duration of the Contract, for the additional consideration set forth below.

NOW, THEREFORE, the parties do hereby mutually agree to amend the Contract as follows:

- Section 2.1 Exhibit A of the original Contract is hereby amended to add Attachment "A-1" including the additional locations and additional cleaning and maintenance services for park sites in the original list.
- Section 2 (Scope of Services) of the original contract is of the original Contract is hereby amended to add the locations listed in Attachment "A-1" to the park sites at which the Contractors shall provide grounds maintenance services, only as needed and as directed by the City's Streets and Maintenance Department Director or designee.
- Section 4 (Consideration) of the original Contact shall be amended to add the following paragraph after the 1<sup>st</sup> paragraph and before the 2nd paragraph pertaining to nonscheduled or emergency work:

As consideration for the performance of the Services outlined in the First Amendment to the Parks Litter Control Contract, the City shall pay WorkQuest, on behalf of the Contractors, according to the fees set forth in

21-1049-1333 | 1070838 | JSG Parks Litter Control – First Amendment Contract 2020-937 Page 1 of 4 Attachment "A-1", for the amount not to exceed sixty three thousand forty four dollars and fifty two cents (\$63,044.52) for the duration of the Contract.

- 4. Except as expressly modified herein all other terms and conditions of the Contract shall remain in full force and effect and shall remain as written unless expressly modified herein.
- 5. All notices required or permitted in the Contract and this First Amendment shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

CITY:	City of El Paso
	ATT: City Manager
	301 N. Campbell
	El Paso, Texas 79901

- with copy to: City of El Paso ATTN: Director of Streets and Maintenance 7968 San Paulo Drive El Paso, Texas 79907
- Contractors: WorkQuest Attn: Henry Hernandez – Regional Marketing Manager 5503 Grissom Rd. Ste. 103 San Antonio, TX 78238

XCEED Attn: Everardo M. Sanchez – Executive Director 201 B N. Clark El Paso, TX 79905

or to such other addresses and/or addressees as the parties may designate to each other in writing from time to time.

6. Each individual signing this First Amendment acknowledges that he or she is authorized to do so, and warrants that each is authorized to commit and bind that party to the terms and conditions of this instrument.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

21-1049-1333 | 1070838 | JSG Parks Litter Control – First Amendment

Contract 2020-937 Page 2 of 4 IN WITNESS WHEREOF, the parties have executed this First Amendment to the Parks Litter Control Contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY CITY OF EL PASO:

Tomás Gonzalez City Manager

**APPROVED AS CONTENT:** 

Richard Bristol

Richard J. Bristol Director, Streets and Maintenance

**APPROVED AS TO FORM:** 

Juan Conzalez Senior Assistant City Attorney

WORKQUEST WorkQuest f/k/a TIBH INDUSTRIES, INC.

Henry Hernandez

Regional Marketing Manager

XCEED BORDER TM INDUSTRIES, INC. D/B/A XCEED RESOURCES

5-19.2021 Everardo M. Sanchez **Executive Director** 

21-1049-1333 | 1070838 | JSG Parks Litter Control – First Amendment

Contract 2020-937 Page 3 of 4 Attachment A-1

# WorkQuest

April 12, 2021

Rene Barraza City of El Paso - Streets and Maintenance Department 7968 San Paulo Drive El Paso, TX 79907

RE: City Parks Litter

Dear Mr. Barraza:

Mr. Everardo (Eddie) M. Sanchez of Border TM Industries, Inc. dba Xceed Resources is submitting the below quote for the City's consideration. All parks listed below will be cleaned 7 days a week.

Sito	Address	Туре	Price/Pickup	T-s-law, I
Chamizal Recreation Service	2119 Cypress Ave	Spray Park		Total/Week
Sue Young Park	9730 Diana Drive	1	\$ 24.66	\$345.24
Hidden Valley Park	200 Coconut Tree	Spray Park	\$ 4932	\$690.48
Grandview Park		Spray Park	\$ 24.66	\$345,24
Pavo Real Park	3100 Jellerson	Spray Park	\$ 24.66	\$345.24
	9301 Alameda	Spray Park	1 49.32	\$690.48
Westside Community Park	7400 High Ridge	Spray Park	\$ 59.32	\$830,48
Marty Robbins Park	Ry Robbins Park 11600 Vista Del Sol		\$ 24.66	\$345.24
Braden Aboud Memorial Park	4325 River Bend	Spray Park	\$ 24.65	
Salvador Rivas Jr. Park	12480 Pebble Hills	Spray Park	\$ 49.32	\$345.24 \$690.48

Site			1		
Kalla Reis Bernitten ha	Address	Type	Price/Pickup	Total/Week	
Valle Bajo Recreational Center	7380 Alameda Eve.	Park	5 37.84	\$262.36	
Chamizal Recreation Service	2119 Cypress Ave.	Park	1 20.00		
	1	FOIL	\$ 51.89	\$363.23	

Please let me know if you have any questions or recommendations. I look forward to assisting in expediting the contract. Thank you for your continued support of and dedication to local Texans with

Best regards,

Henry Hernandez

- cc: Eddie Sanchez, Executive Director, Border TM Industries, Inc. dba Xceed Resources Juan Gonzalez, Accounts Manager, Border TM Industries, Inc. dba Xceed Resources

5503 Grissom Rd., Ste. 103 | San Antonio, TX 78238 P; 210-521-3742 | F: 210-521-7108 | www.workquesttx.com

21-1049-1333 | 1070838 | JSG Parks Litter Control - First Amendment

Contract 2020-937 Page 4 of 4





# City Parks and Facilities Litter Control 2020-937

May 25, 2021





# Strategic Plan Goal:

7) Enhance and Sustain El Paso's Infrastructure

7.2) Improve the competitiveness through infrastructure improvements impacting the quality of life





153

# **Purpose of Procurement**

- Amend agreement with WorkQuest/TIBH Industries and Border TM Industries dba Xceed Resources to perform additional litter control services in existing and new City Parks
- TIBH/Xceed Resources will provide employment to the visually impaired and disabled under Chapter 122.013 of the Texas Human Resources Code
- This amendment will allow for the cleaning and disposal of trash and debris from all park areas which will improve the image of the areas in which they are located.





# **City Parks and Facilities Litter Control**

# Contract Number 2020-937

Contractor	WorkQuest/Xceed Resources	
Estimated Award	Initial Total Estmated Award: \$2,104,039.40 Initial (1) year award - \$1,037,741.08 Optional year – Year 2 - \$1,066,298.32 Additional Amount - \$63,044.52	
Funding Source	Environmental Fee Fund – Grounds Keeping Contracts	
Account No.	2305-451-51295-P5120-522210	



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



Integrity, Respect, Excellence, Accountability, People

# Vision

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



Legislation Text

# File #: 21-626, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### All Districts

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

#### AGENDA LANGUAGE:

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

That the City Manager, or designee, be authorized to sign a Consent to Assignment of Contract from PAVETEX ENGINEERING, LLC., a Texas limited liability company (Assignor) to ATLAS TECHNICAL CONSULTANTS, LLC., a Delaware foreign limited liability company ("Assignee") with respect to the City of El Paso's Solicitation #2020-1184R to perform geotechnical and materials testing consulting services on a task by task basis.

In addition, it is requested that the City Attorney's Office review and that the City Manager, or designee, be authorized to execute any related contract documents and agreements necessary to effectuate this assignment of contract.

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

## AGENDA DATE: June 8, 2021 **PUBLIC HEARING DATE: N/A**

## CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., City Engineer (915) 212-1808

DISTRICT(S) AFFECTED: All

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

### SUBGOAL: N/A

# SUBJECT:

That the City Manager, or designee, be authorized to sign Consent to Assignment of Contract from PAVETEX ENGINEERING, LLC., a Texas limited liability company (Assignor) to Atlas Technical Consultants, LLC., a Delaware foreign limited liability company ("Assignee") with respect to the City of El Paso's Solicitation #2020-1184R to perform geotechnical and materials testing consulting services on a task by task basis.

In addition, it is requested that the City Attorney's Office review and that the City Manager, or designee, be authorized to execute any related contract documents and agreements necessary to effectuate this assignment of contract.

### **BACKGROUND / DISCUSSION:**

PAVETEX ENGINEERING LLC., was awarded a two year on call agreement to provide geotechnical and materials testing consultant services on December 8, 2020. PAVETEX ENGINEERING was absorbed by Atlas Technical Consultants, LLC.

#### **PRIOR COUNCIL ACTION:**

December 8, 2020 – City Council approved a two year on call agreement to provide geotechnical and materials testing services.

# AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Capital Improvement Department SECONDARY DEPARTMENT: N/A

**DEPARTMENT HEAD:** 

erry\_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 Consent to Assignment of Contract from PAVETEX ENGINEERING, LLC., a Texas limited liability company (Assignor) to Atlas Technical Consultants LLC., a Delaware foreign limited liability company ("Assignee") with respect to the City of El Paso's Solicitation No. 2020-1184R to perform geotechnical and materials testing consulting services on a task by task basis.

In addition, it is requested that the City Attorney's Office review and that the City Manager, or designee, be authorized to execute any related contract documents and agreements necessary to effectuate this assignment of contract.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_2021.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Omar A. De La Rosa Assistant City Attorney

20-1004-1152 | 1082988 Consent to Assignment PAVETEX OAR APPROVED AS TO CONTENT:

erry DeMuro/for

Samuel Rodriguez, P.E. City Engineer

# STATE OF TEXAS)CONSENT TO ASSIGNMENT OF))CONTRACT NO.COUNTY OF EL PASO)

This Consent to Assignment ("**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**"), PAVETEX ENGINEERING, LLC., a Texas limited liability company ("**Assignor**") and Atlas Technical Consultants LLC, a Delaware foreign limited liability company("**Assignee**").

WHEREAS, on December 8, 2020 the City entered into Solicitation No2020-1184R ("Contract") with Assignor to perform geotechnical and materials testing consluting services on a task by task basis.

WHEREAS, after entering into said Contract on December 11, 2020, the assets of Assignor were transferred to Assignee;

WHEREAS, the Contract provides that it is not assignable without the consent of the City;

WHEREAS, Assignor has requested that the City approve an assignment of the Contract to Assignee;

WHEREAS, Assignee has agreed to be responsible for all duties and obligations under the Contract; and

WHEREAS, the City agrees to the assignment of all rights, duties and obligations encompassed in the Contract to Assignee;

The parties agree as follows:

- A. The City consents to the assignment of the rights, duties and obligations under the Contract to Assignee.
- B. Assignee will assume and perform all duties, obligations and responsibilities under the Contract.
- C. The City will release the Assignor of all duties, obligations, and responsibilities under the Contract.
- D. All terms and conditions of the Contract remain in full force and effect.

# (Signatures begin on following page)

20-1004-1152 | 1082001 | Pavetex Engineering-Consent to Assignment OAR

# STATE OF TEXAS

# COUNTY OF EL PASO

CONSENT TO ASSIGNMENT OF CONTRACT NO.

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

)

)

)

# THE CITY OF EL PASO:

Tomás González City Manager

# **APPROVED AS TO FORM:**

Omar A. De La Rosa Assistant City Attorney

# **APPROVED AS TO CONTENT:**

erry DeMuro/for

Sam Rodriguez, P.E. City Engineer

ASSIGNOR: PAVETEX ENGINEERING, LLC.

Name: Sergio Flores Title: El Paso General Manager

ASSIGNEE: ATLAS TECHNICAL CONSULTANTS LLC.

Name: Sergio Flores Title: El Paso General Manager



Legislation Text

# File #: 21-605, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. 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.* Mark Wancho to the Open Space Advisory Board by Representative Alexsandra Annello, District 2.

DATE: 05/26/2021			
TO: City Clerk			
FROM: City Represe	ntative Alexsandra Anne	ello	
ADDRESS: 300 N. Car	npbell St.	TELEPHONE 915-212-0002	
Please place the following	item on the (Check one	): CONSENT X REGULAR	
Agenda for the Council M			
Item should read as follow		Mark Wancho to the Open Space Advisory Board by City Repre o, District 2.	
BOARD CO	DMMITTEE/COMM	IISSION APPOINTMENT/REAPPOINTMENT FORM	1
NAME OF BOARD/COM	MITTEE/COMMISSION	N: Open Space Advisory Board	
NOMINATED BY: <u>City</u>	Representative Alexsa	ndra Annello DISTRICT: 2	
NAME OF APPOINTEE	Mark Wancho	(Please verify correct spelling of name)	
E-MAIL ADDRESS:		(rease verify correct spenning of name)	
BUSINESS ADDRESS:			
CITY:	ST:	ZIP: PHONE:	
HOME ADDRESS:			
CITY:	ST:	_ ZIP: PHONE:	
APPOINTEE: N/A HAS APPOINTEE BEEN PROVIDE NAMES AND	A MEMBER OF OTH DATES: N/A	E, CITY POSITION AND RELATIONSHIP TO THE PRO HER CITY BOARDS/COMMISSIONS/COMMITTES? IF S INTEE IN EL PASO COUNTY (BY ADDRESS): N/A	
WHO WAS THE LAST PE	ERSON TO HAVE HEL	D THIS POSITION BEFORE IT BECAME VACANT?	
NAME OF INCUMBENT:	-	Mark Wancho	
EXPIRATION DATE OF I	NCUMBENT:	06/30/21	
REASON PERSON IS NO	LONGER IN OFFICE (	(CHECK ONE): TERM EXPIRED: x RESIGNED REMOVED	
DATE OF APPOINTMEN	Г:	06/08/21	
TERM BEGINS ON:		06/30/21	
EXPIRATION DATE OF N	NEW APPOINTEE:	06/30/25	
PLEASE CHECK ONE OF	THE FOLLOWING:	1 <sup>st</sup> TERM:	
		2 <sup>nd</sup> TERM:	
		UNEXPIRED TERM:	163

# Mark Wancho

# Experience

IT Services	ctober 2004 – October 2008
<ul> <li>Computer Net Solutions</li> </ul>	clobel 2004 - Oclobel 2000
<ul> <li>Desktop, server, network and printer installation and support.</li> </ul>	
<ul> <li>Project design and management.</li> </ul>	
Compumedics, Ltd.	
<ul> <li>Sleep lab installation and support.</li> </ul>	
<ul> <li>Network administration.</li> </ul>	
<ul> <li>Makios Technology</li> </ul>	
<ul> <li>Desktop, server, network and printer installation and support.</li> </ul>	
<ul> <li>Remote network management.</li> </ul>	
IT Services - Sole Proprietor	October 2008 - Present
<ul> <li>Business computer network consulting.</li> </ul>	
<ul> <li>Project design and management.</li> </ul>	
<ul> <li>Desktop, server, network, and printer installation and support.</li> </ul>	
<ul> <li>Purchasing and service subcontracting.</li> </ul>	
Education	
Eastwood High School	1999
High School Diploma. Band, soccer, technical theater.	
El Paso Community College	2005
Associate of Applied Science in Microcomputer Telecommunications and Networking.	
Community Service	
Borderland Mountain Bike Association	December 2019 - Present
Board of Directors	

- Membership management database and newsletter integration.
- Website editing.
- Monthly discussion of BMBA matters, community outreach, event planning.
- Correspondence with city and community leaders regarding open space trail cleanup and maintenance efforts.



Legislation Text

# File #: 21-651, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. 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.* Joe Garibay to the Open Space Advisory Board by Representative Joe Molinar, District 4.

Г		
DATE: June 1, 2021		
TO: <u>City Clerk</u>		
FROM: <u>City Representative Joe Molinar</u>		
ADDRESS: <u>300 N. Campbell St. 2<sup>nd</sup> floor, El Pasc</u>	D, TX TELEPHONE 915-212-0004	
Please place the following item on the (Check one):	CONSENT XXX REGULAR	
Agenda for the Council Meeting of June 8, 2021	beilten (s. (b. Onen Green Adriante Develher City Development (in Le	
Item should read as follows: <u>Molinar, District 4</u>	Baribay to the Open Space Advisory Board by City Representative Joe	
<b>BOARD COMMITTEE/COMMIS</b>	SSION APPOINTMENT/REAPPOINTMENT FORM	
NAME OF BOARD/COMMITTEE/COMMISSION:	Open Space Advisory Board	
NOMINATED BY: City Representative Joe Molina	ar DISTRICT: 4	
NAME OF APPOINTEE Joe Garibay	(Please verify correct spelling of name)	
E-MAIL ADDRESS:	(Please verify correct spelling of name)	
BUSINESS ADDRESS:		
	ZIP: PHONE:	
HOME ADDRESS:		
CITY: ST:	ZIP: PHONE:	
DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: NO X IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A		
LIST ALL REAL ESTATE OWNED BY APPOIN	TEE IN EL PASO COUNTY (BY ADDRESS):	
WHO WAS THE LAST PERSON TO HAVE HELD 'NAME OF INCUMBENT:	THIS POSITION BEFORE IT BECAME VACANT? Joe Garibay	
EXPIRATION DATE OF INCUMBENT:	June 30, 2021	
REASON PERSON IS NO LONGER IN OFFICE (CH	HECK ONE): TERM EXPIRED: X RESIGNED REMOVED	
DATE OF APPOINTMENT:	June 8, 2021	
<b>TERM BEGINS ON :</b>	July 1, 2021	
EXPIRATION DATE OF NEW APPOINTEE:	June 30, 2025	
PLEASE CHECK ONE OF THE FOLLOWING:	1 <sup>st</sup> TERM: X	
	2 <sup>nd</sup> TERM:	

UNEXPIRED TERM:
-----------------

# Joe Garibay PmP

# Summary of Qualifications

Over 30 years of Customer Service experience, with 20 of those years in a management capacity. I have successfully directed multimillion dollar projects with teams in excess of 100 employees. I am a decisive leader with the ability to influence employees through motivation, not intimidation. I possess strong technical and business skills with a history of using these skills to improve the overall efficiency of the areas under my direction. I am passionate about El Paso and a frequent volunteer for various community causes. Organizations I have volunteered for include United Way of El Paso, Yucca Council Boy Scouts of America, Franklin Mountain State Park, and the Borderland Mountain Biking Association. I am a native of El Paso living the first 30 years of my life in Northeast El Paso and the last 30 years on the Westside of El Paso.

# **Professional Experience**

El Paso Electric Company

- Director Customer Care (April 2010 to Present). Responsible for directing and coordinating Customer Service operations including the Call Center, Outlying Customer Service offices, Revenue Collection, and Solar Application functions.
- **Project Manager (August 2004 to April 2010).** Managed major software implementations. Responsible for implementing projects on time and within budget while ensuring their fitness of use for the project sponsor.
- Manager Customer Information System (June 2002 to August 2004). Tasked with evaluating the Banner project and recommending a course of action.
- Supervisor Revenue Collections (November 1993 to June 2002). Directed numerous customer care functions including: budget billing, remittance processing, energy diversion, and collections. Responsible for resolving customer issues, employee concerns and managing the section budget.
- Analyst Technical Assistance (August 1988 to November 1993). Designed software that improved work efficiency and simplified procedures for the Customer Care areas. Developed systems that improved customer service as well as shortened the learning curve for new employees. Tested, documented, trained and supported these systems.

Air Defense Credit Union, Fort Bliss Texas

• **Programmer/Analyst (April 1985 to August 1988).** Supported third party software and designed and coded new applications. Responsibilities included implementation, training, and support of those systems.

# Checker Auto Parts, El Paso Texas

• Assistant Manager (June 1979 to April 1985). Supervised employees in the daily operation of the store. Responsibilities included sales, customer satisfaction, inventory control, and bookkeeping.

# Joe Garibay PmP

# Academic Qualification

Bachelor Business Administration (Computer Information Systems), University of Texas at El Paso, Texas, August 1988

# **Professional Certifications**

Project Management Professional (PMP) by the Project Management Institute, September 2005

Wood Badge recipient Boy Scouts of America, October 2007



El Paso, TX

Legislation Text

# File #: 21-656, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

### AGENDA LANGUAGE:

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

Michelle Adjemian to the City Accessibility Advisory Committee by Representative Cassandra Hernandez, District 3.

DATE: _6.2.21		
TO: City Clerk		
FROM: City Representative Cassandra Hernand	ez	
ADDRESS: 300 N. Campbell	TELEPHONE	915.212.0003
Please place the following item on the (Check one):	CONSENT X	REGULAR
Agenda for the Council Meeting of June 8, 2021		
Item should read as follows: <u>Appointment of Miche</u>	dra Hernandez, District #3	essibility Advisory Committee by
<b>BOARD COMMITTEE/COMMISS</b>	SION APPOINTMENT/R	EAPPOINTMENT FORM
NAME OF BOARD/COMMITTEE/COMMISSION:	City Accessibility Advisory	Committee
NOMINATED BY: City Representative Cassandra	Hernandez	DISTRICT: 3
NAME OF APPOINTEE Michelle Adjemian	(Please varify correct shalling of norma)	
	(Please verify correct spelling of name)	
CITY: ST: 2		
HOME ADDRESS:		
CITY: ST: 2	ZIP:	PHONE:
DOES THE PROPOSED APPOINTEE HAVE A R IF SO, PLEASE PROVIDE HIS OR HER NAME, APPOINTEE: N/A HAS APPOINTEE BEEN A MEMBER OF OTHEI PROVIDE NAMES AND DATES: Yes, City Access LIST ALL REAL ESTATE OWNED BY APPOINT	CITY POSITION AND REARCE CITY BOARDS/COMMI sibility Advisory Committee	LATIONSHIP TO THE PROPOSED SSIONS/COMMITTES? IF SO, PLEASE 6/10/2015 – 5/01/2019.
WHO WAS THE LAST PERSON TO HAVE HELD T	HIS POSITION BEFORE IT	BECAME VACANT?
NAME OF INCUMBENT:	Emre Umucu	
EXPIRATION DATE OF INCUMBENT:	5.1.21	
REASON PERSON IS NO LONGER IN OFFICE (CH	RESI	PIRED: X GNED OVED
DATE OF APPOINTMENT:	6.8.21	
<b>TERM BEGINS ON :</b>	6.8.21	
EXPIRATION DATE OF NEW APPOINTEE:	5.1.23	
PLEASE CHECK ONE OF THE FOLLOWING:	1 <sup>st</sup> TERM:	X
	2 <sup>nd</sup> TERM:	
	UNEXPIRED TERM:	170





#### WORK EXPERIENCE:

#### **Campus Life Volunteer**

2011-2014

Take Student IDs, help with activities that were held though out the semesters. Create Posters to promote the events and for Organizations throughout the campus.

#### Center For Students with Disabilities @ Epcc Jan 2007-Sept 2008

worked at the center in their computer lab as an lab assistant. Monitor the lab daily,

trained students with the Adaptive Technology Equipment, answered phone calls and made copies, helped with giving tours to High School Students.

#### ACADEMIC BACKGROUND:

#### **El Paso Community College**

2002 Advertising Graphics Design

#### **Burges High School**

1998-2002 • Student Council

#### AREAS OF EXPERIENCE:

Volar Center for Independent Living Sept 2019- Present Became Board Member elected as president for 2021. Prepared Fliers for giving day Fundraising event in Oct.

#### **Cielo Vista Neighborhood Association**

September 2015 - Present Help Make reminder calls to members regarding meetings and events.

#### **Volar Center for Independent Living**

2015 Consumer Forum held, was given an appreciation Award. Helped Gather Donations for event.

Cancer Survivor Event 2013 gave out Bracelets and drinks to participates

#### Rolln with friend Group "youth in ection"

June 2010-VP work with teenagers with Disabilities over come fears and become active members in the Community.

#### Sepphire Warriors Student Club

August 2009- Club President it's for people with Disabilities who advocate for their rights on and off the campus.

#### State Representive 76 Cesar Blanco

Office Duties were answering calls from constituent, look for sponsors for the back to school event that the rep held every year. Book flights for the rep.Created Birthday letters for all the constituents in the district.



Legislation Text

# File #: 21-630, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Human Resources, Nuria Valdez, (915) 212-1244 Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181

### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* **The linkage to Strategic Plan is subsection 6.1 - Recruit and retain a skilled and diverse workforce.** 

Award Summary:

The award of Solicitation No. 2021-0723 Background Checks to Honesta Screening LLC and KENTECH Consulting, Inc., for an initial term of three (3) years for an estimated amount of \$174,564.00. The award also includes a two (2) year optional term for an estimated amount of \$116,376.00. The total value of the contract is, including the initial term plus option is five (5) years, for an estimated amount of \$290,940.00. This contract will allow pre-employment and promotional background investigation services for prospective new hire, promotional or volunteer candidates with the City of El Paso.

Contract Variance:

New contract, no variance.

Department: Vendor #1: Item(s): Initial Term: Option to Extend: Annual Estimated Award: Initial Term Estimated Award: Total Estimated Award:	Human Resources Honesta Screening LLC El Paso, TX Group I 3 years 2 years \$ 43,335.00 \$130,005.00 (3 years) \$216,675.00 (5 years)
Vendor #2:	KENTECH Consulting, Inc. Chicago, IL Group II
Vendor #2: Item(s):	

# File #: 21-630, Version: 1

Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$14,853.00
Initial Term Estimated Award:	\$44,559.00 (3 years)
Total Estimated Award:	\$74,265.00 (5 years)
Total Annual Amount:	\$ 58,188.00 (2 Vendors)
Total Initial Term Award:	\$174,564.00 (3 years) (2 Vendors)
Total Estimated Award:	\$290,940.00 (5 years) (2 Vendors)
Account No.:	522150-209-1000-14015-P1409
	522120-451-1000-51230-P5106
	522120-451-1000-51230-P5107
	522120-451-1000-51270-P5113
	522120-451-1000-51220-P5102
	522120-451-1000-51220-P5103
	522120-451-1000-51230-P5106
	522120-451-1000-51230-P5107
	522120-451-1000-51240-P5108
	522120-451-1000-51260-P5111
	522120-451-1000-51260-P5112
	522120-451-1000-51260-P5121
	522120-451-1000-51270-P5113
	522120-451-1000-51270-P5114
	522120-451-1000-51280-P5116
	522150-322-1000-22010-P2202
Source:	Outside Contracts - NOC
	Security Contracts
District(s):	All

This is a Best Value, unit price contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to Honesta Screening LLC and KENTECH Consulting, Inc., the bidders offering the best value bid. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

AGENDA DATE: June 8, 2021 PUBLIC HEARING DATE: N/A

### CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:	Nuria Valdez, Human Resources Department, (915) 212-1244 Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181 All	
STRATEGIC GOAL:	No. 6: Set the Standard for Sound Governance and Fiscal Management.	
SUBGOAL:	6.1 - Recruit and retain a skilled and diverse workforce.	

### SUBJECT:

The award of Solicitation No. 2021-0723 Background Checks to Honesta Screening LLC and KENTECH Consulting, Inc., for an initial term of three (3) years for an estimated amount of \$174,564.00. The award also includes a two (2) year optional term for an estimated amount of \$116,376.00. The total value of the contract is including the initial term plus option is five (5) years, for an estimated amount of \$290,940.00. This contract will allow pre-employment and promotional background investigation services for prospective new hire, promotional or volunteer candidates with the City of El Paso.

# **BACKGROUND / DISCUSSION:**

This contract will provide the City of El Paso with pre-employment and promotional background investigation services for prospective new hire, promotional or volunteer candidates with the City of El Paso.

#### **SELECTION SUMMARY:**

Solicitation was advertised on February 23, 2021 and March 2, 2021. The solicitation was posted on City website on February 23, 2021. The email (Purmail) notification was sent out on February 25, 2021. There were a total sixty-five (65) viewers online; ten (10) bids were received; one (1) being a local supplier.

# CONTRACT VARIANCE:

New contract, no variance.

#### PROTEST

No protest received for this requirement.

# **PRIOR COUNCIL ACTION:**

N/A

# AMOUNT AND SOURCE OF FUNDING:

 Amount: \$290,940.00

 Funding Source: 522150-209-1000-14015-P1409

 522120-451-1000-51230-P5106

 522120-451-1000-51230-P5107

 522120-451-1000-51270-P5113

 522120-451-1000-51220-P5102

 522120-451-1000-51220-P5103

 522120-451-1000-51230-P5106

 522120-451-1000-51230-P5106

 522120-451-1000-51230-P5107

 522120-451-1000-51230-P5107

 522120-451-1000-51240-P5108

 522120-451-1000-51260-P5111

522120-451-1000-51260-P5112 522120-451-1000-51260-P5121 522120-451-1000-51270-P5113 522120-451-1000-51270-P5114 522120-451-1000-51280-P5116

# HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

**PRIMARY DEPARTMENT:** Human Resources **SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

# 

**DEPARTMENT HEAD:** 

Araceli Guerra, Managing Director Internal Services

### COUNCIL PROJECT FORM (BEST VALUE BID)

#### 

Please place the following item on the **CONSENT** agenda for the Council Meeting of June 8, 2021.

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

The linkage to Strategic Plan is subsection 6.1 - Recruit and retain a skilled and diverse workforce.

Award Summary:

The award of Solicitation No. 2021-0723 Background Checks to Honesta Screening LLC and KENTECH Consulting, Inc., for an initial term of three (3) years for an estimated amount of \$174,564.00. The award also includes a two (2) year optional term for an estimated amount of \$116,376.00. The total value of the contract is, including the initial term plus option is five (5) years, for an estimated amount of \$290,940.00. This contract will allow pre-employment and promotional background investigation services for prospective new hire, promotional or volunteer candidates with the City of El Paso.

Contract Variance: New contract, no variance.

Department: Vendor #1: Item(s): Initial Term: Option to Extend: Annual Estimated Award: Initial Term Estimated Award: Total Estimated Award:	Human Resources Honesta Screening LLC El Paso, TX Group I 3 years 2 years \$ 43,335.00 \$130,005.00 (3 years) \$216,675.00 (5 years)
Vendor #2: Item(s): Initial Term: Option to Extend: Annual Estimated Award: Initial Term Estimated Award: Total Estimated Award:	KENTECH Consulting, Inc. Chicago, IL Group II 3 years 2 years \$14,853.00 \$44,559.00 (3 years) \$74,265.00 (5 years)
Total Annual Amount: Total Initial Term Award: Total Estimated Award: Account No.:	<pre>\$ 58,188.00 (2 Vendors) \$174,564.00 (3 years) (2 Vendors) \$290,940.00 (5 years) (2 Vendors) 522150-209-1000-14015-P1409 522120-451-1000-51230-P5106 522120-451-1000-51230-P5107 522120-451-1000-51220-P5103 522120-451-1000-51220-P5103 522120-451-1000-51230-P5106 522120-451-1000-51230-P5107 522120-451-1000-51240-P5108 522120-451-1000-51260-P5111 522120-451-1000-51260-P5112 522120-451-1000-51260-P5121</pre>

Source:

District(s):

522120-451-1000-51270-P5113 522120-451-1000-51270-P5114 522120-451-1000-51280-P5116 522150-322-1000-22010-P2202 Outside Contracts – NOC Security Contracts All

This is a Best Value, unit type contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to Honesta Screening LLC and KENTECH Consulting, Inc., the bidders offering the best value bid. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

Committee Scoresheet

CITY OF EL PASO RFP SCORESHEET

#### PROJECT: 2021-0723 Background Checks

Evaluation of Submittal											
	MAX POINTS	AccuSource, Inc.	Asurint	Honesta Screening LLC	Information Discovery Services, LLC	Kelmar and Associates, Inc. dba KELMAR GLOBAL INVESTIGATIONS	KENTECH Consulting, Inc.	National Center for Safety Initiatives, LLC	Quick Acquisition LLC dba Quick Search	Southern Background Services, LLC	Voyint, LLC
Factor A - Offeror's Fee Proposal - Group I	30	\$136,665.00	\$122,700.00	\$130,005.00	\$92,175.00	\$81,300.00	\$287,475.00	\$97,800.00	\$140,115.00	\$307,575.00	\$696,000.00
Proposted Cost - Group I		17.85	19.88	18.76	26.46	30.00	8.48	24.94	17.41	7.93	3.50
Factor A - Offeror's Fee Proposal - Group II		\$269,462.25	\$302,505.00	\$128,100.00	\$128,767.50	\$63,997.50	\$44,559.00	\$264,660.00	\$163,065.00	\$526,425.00	\$864,225.00
Proposted Cost - Group II		4.96	4.42	10.44	10.38	20.89	30.00	5.05	8.20	2.54	1.55
Factor B - Technology	20	16.00	14.40	20.00	18.80	20.00	19.40	17.40	20.00	14.40	14.00
Factor C - Processing Time	25	25.00	25.00	25.00	25.00	25.00	25.00	20.00	25.00	21.00	22.00
Factor D – Response of References	15	10.00	9.00	15.00	14.00	0.00	5.00	9.00	10.00	15.00	15.00
Factor E – Past Performance	10	6.67	3.33	10.00	3.33	0.00	5.33	2.67	9.00	6.33	10.00
TOTAL SCORE - Group I	100	75.51	71.61	88.76	87.59	75.00	63.22	74.01	81.41	64.66	64.50
Rank		4	7	1	2	5	10	6	3	9	8
TOTAL SCORE - Group II	100	62.63	56.15	80.44	71.51	65.89	84.73	54.12	72.20	59.27	62.55
Rank		6	10	2	4	5	1	9	3	8	7



# CITY OF EL PASO BID TABULATION FORM



#### Solicitation #: 2021-0723

# Project Name: Background Checks

Bid Opening Date: March 31, 2021

	<u> </u>	·			AccuSource, Inc			Asurint		Honesta Screening LLC			
					Temecula, CA			Cleveland, OH	I	El Paso, TX			
		_	_	Bidder 1 of 10 Group I				Bidder 2 of 10		Bidder 3 of 10			
ITEM NO.	DESCRIPTION	Annual Estimated Qty		Unit Price (B)	Annual Total (C)	3 Year Total (D)	Unit Price (B)	Annual Total (C)	3 Year Total (D)	Unit Price	Annual Total (C)	3 Year Total (D)	
		MIN	MAX (A)		(A X B = C)	(C X 3 = D)		(A X B = C)	(C X 3 = D)	(B)	(A X B = C)	(C X 3 = D)	
1.	Identity Plus – SSN Validation/Address History Trace	1,465	2,500	\$2.60	\$6,500.00	\$19,500.00	\$1.00	\$2,500.00 Bidder's Price: \$1,465.00- \$2,500.00	\$7,500.00 Bidder's Price: \$4,395.00- \$7,500.00	\$2.50	\$6,250.00	\$18,750.00	
2.	Felony/Misdemeanor Check in current county of residence <b>(unlimited</b> <b>years)</b>	1,465	2,500	\$8.00 Bidder's Price: 7-year single county, single name	\$20,000.00	\$60,000.00	\$5.00	\$12,500.00 Bidder's Price: \$7,325.00- \$12,500.00	\$37,500.00 Bidder's Price: \$21,975.00- \$37,500.00	\$7.00	\$17,500.00	\$52,500.00	
3.	US Crime ID Database – Multi-Jurisdiction Criminal, Sex Offender, Fugitive and OFAC Terrorist Database.	1,465	2,500	\$3.90 Bidder's Price: Integrated National Criminal, Single Name	\$9,750.00	\$29,250.00	\$6.00	\$15,000.00 Bidder's Price: \$8,790.00 - \$15,000.00	\$45,000.00 Bidder's Price: \$26,370.00 - \$45,000.00	\$2.50	\$6,250.00	\$18,750.00	
4.	Multi-district Federal records in all districts of residence <b>(unlimited</b> <b>years)</b>	200	300	\$5.75 Nationwide, Single Name	\$1,725.00	\$5,175.00	\$10.00	\$3,000.00 Bidder's Price: \$2,000.00 - \$3,000.00	<b>\$9,000.00</b> Bidder's Price: \$6,000.00 - \$9,000.00	\$7.00	\$2,100.00	\$6,300.00	

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.



# CITY OF EL PASO BID TABULATION FORM



#### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

	<u> </u>			4	AccuSource, Inc			Asurint		Honesta Screening LLC		
				Temecula, CA				Cleveland, OH		El Paso, TX		
				Bidder 1 of 10				Bidder 2 of 10		Bidder 3 of 10		
-	Group I											
	DESCRIPTION	ANNUAL QTY.		Unit Price	Annual Total	3 Year Total	Unit Price	Annual Total	3 Year Total	Unit	Annual Total	3 Year Total
ITEM NO.		MIN	MAX (A)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	Price (B)	(C) (A X B = C)	(D) (C X 3 = D)
5.	Driving History (TX DPS type-3) (includes 5 or more years of information) States where D.L. was held All names (maiden) searched for criminal records Status Record name, date of birth (DOB), license status, and latest address. Name, DOB, license status, list of all accidents and violations on record. List of All Accident and Violations on Record	200	300	\$3.60 *single state	\$1,080.00	\$3,240.00	\$4.00	\$1,200.00 Bidder's Price: \$800.00- \$1,200.00	\$3,600.00 Bidder's Price: \$2,400.00 - \$3,600.00	\$8.95	\$2,685.00	\$8,055.00
6.	All names (maiden) searched for criminal records	200	300	Price per service above	Price per service above	Price per service above	\$14.00 *ralias	\$4,200.00 Bidder's Price: \$800.00- \$1,200.00	\$12,600.00 Bidder's Price: \$8,400.00 - \$12,600.00	\$3.50	\$1,050.00	\$3,150.00
7.	U.S. DOJ National Sex Offender Registry	1,465	2,500	\$2.60	\$6,500.00	\$19,500.00	\$1.00	\$2,500.00	\$7,500.00	\$3.00	\$7,500.00	\$22,500.00
				Included in Integrated	National Criminal Search			Bidder's Price: \$1,465.00 - \$2,500.00	Bidder's Price: \$4,395 - \$7,500.00			
	Total Group I (Items	s 1-7)			\$45,555.00	\$136,665.00		\$40,900.00 Bidder's Price: \$24,645.00- \$40,900.00	\$122,700.00 Bidder's Price: \$73,935.00 - \$122,700.00		\$43,335.00	\$130,005.00

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: /s/\_\_\_

180





### Solicitation #: 2021-0723

Bid (	Opening Date: March 3	1, 2021								Depar	tment: Huma	n Resources
					AccuSource, Inc Temecula, CA Bidder 1 of 10			Asurint Cleveland, OF Bidder 2 of 10	I	Нс	onesta Screeni El Paso, T Bidder 3 of 1	ĸ
						Group II						
ITEM			nual Ited Qty	Unit Price (B)	Annual Total (C)	3 Year Total (D)	Unit Price (B)	Annual Total (C)	3 Year Total (D)	Unit Price	Annual Total (C)	3 Year Total (D)
NO.	DESCRIPTION	MIN	MAX (A)		(A X B = C)	(C X 3 = D)	(2)	(A X B = C)	(C X 3 = D)	(B)	(A X B = C)	(C X 3 = D)
1.	Pre-employment and promotional background investigation services	1,300	2,500	\$35.83 *7-year search, all names provided & developed from SSN Trace	\$89,575.00	\$268,725.00	\$40.00 *Please add International Education Verification Add Item No. 3 18 Ia carte	\$100,000.00 Bidder's Price: \$52,000.00 - \$100,000.00	\$300,000.00 Bidder's Price: \$52,000.00 - \$100,000.00	\$17.00	\$42,500.00	\$127,500.00
2.	Educational Degree Verification	1	5	\$6.95 *Per Institution	\$34.75	\$104.25	\$9.00	<b>\$45.00</b> Bidder's Price: \$9.00 - \$45.00	\$135.00 Bidder's Price: \$27.00 - \$135.00	\$9.00	\$45.00	\$135.00
3.	International Degree Verification	1	5	\$35.25 *Per Institution	\$176.25	\$528.75	\$150.00	\$750.00 Bidder's Price: \$150.00 - \$750.00	\$2,250.00 Bidder's Price: \$450.00 - \$2250.00	\$11.00	\$55.00	\$165.00
4.	Credit History	1	5	\$6.95	\$34.75	\$104.25	\$8.00	<b>\$40.00</b> Bidder's Price: \$8.00 - \$40.00	<b>\$120.00</b> Bidder's Price: \$24.00- \$120.00	\$20.00	\$100.00	\$300.00
	Total Group II (Item	-	:- bid 4-1		\$89,820.75	\$269,462.25		\$100,835.00 Bidder's Price: \$52,167.00 - \$100,835.00	\$302,505.00 Bidder's Price: \$156,501.00 - \$302,505.00		\$42,700.00	\$128,100.00





•

#### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

	AccuSource, Inc. Temecula, CA Bidder 1 of 10	Asurint Cleveland, OH Bidder 2 of 10	Honesta Screening LLC El Paso, TX Bidder 3 of 10
OPTION TO EXTEND THE TERM OF THE AGREEMENT			
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.			
BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:	X		X
NO OPTION OFFERED		X	
Amendments Acknowledged:	Yes	Yes	No

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

4





### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

	Spennig Date. Maren e			Informatio	on Discovery Ser	vices, LLC		and Associates GLOBAL INVES			NTECH, Consul	
					Fort Worth, TX Bidder 4 of 10			San Antonio, T Bidder 5 of 10	X		Chicago, I Bidder 6 of 1	
						Group I						
ITEM			nual ited Qty	Unit Price	Annual Total	3 Year Total	Unit Price	Annual Total	3 Year Total	Unit	Annual Total	
NO.	DESCRIPTION	MIN	MAX (A)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	Price (B)	(C) (A X B = C)	(D) (C X 3 = D)
1.	Identity Plus – SSN Validation/Address History Trace	1,465	2,500	\$1.36	\$3,400.00	\$10,200.00	Left Blank Bidder's Price: Included in #3 - no additional charge	Left Blank Bidder's Price: Included in #3 - no additional charge	Left Blank Bidder's Price: Included in #3 - no additional charge	\$2.50	\$6,250.00	\$18,750.00
2.	Felony/Misdemeanor Check in current county of residence <b>(unlimited</b> <b>years)</b>	1,465	2,500	\$2.50	\$6,250.00	\$18,750.00	Left Blank Bidder's Price: Included in #3 - no additional charge *Database per #3	Left Blank Bidder's Price: Included in #3 - no additional charge	Left Blank Bidder's Price: Included in #3 - no additional charge	\$26.00	\$65,000.00	\$195,000.00
3.	US Crime ID Database – Multi-Jurisdiction Criminal, Sex Offender, Fugitive and OFAC Terrorist Database.	1,465	2,500	\$4.65	\$11,625.00	\$34,875.00	\$10.00	\$25,000.00 Bidder's Price: \$14,650.00	\$75,000.00 Bidder's Price: \$43,950.00	\$4.50	\$11,250.00	\$33,750.00
4.	Multi-district Federal records in all districts of residence (unlimited years)	200	300	\$2.50	\$750.00	\$2,250.00	\$4.00	\$1,200.00 Bidder's Price: \$800.00	\$3,600.00 Bidder's Price: \$2,400.00	\$4.50	\$1,350.00	\$4,050.00





#### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

				Information Discovery Services, LLC Fort Worth, TX Bidder 4 of 10			Kelmar and Associates, Inc. dba KELMAR GLOBAL INVESTIGATIONS San Antonio, TX Bidder 5 of 10			KENTECH, Consulting, Inc. Chicago, IL Bidder 6 of 10		
					Blader 4 of 10	Group I		Bidder of er ro			Blader v or	
		ANNU	AL QTY.	Unit Price	Annual Total	3 Year Total	Unit Price	Annual Total	3 Year Total	Unit	Annual Total	3 Year Total
ITEM NO.	DESCRIPTION	MIN	MAX (A)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	Price (B)	(C) (A X B = C)	(D) (C X 3 = D)
5.	Driving History (TX DPS type-3) (includes 5 or more years of information) States where D.L. was held All names (maiden) searched for criminal records Status Record name, date of birth (DOB), license status, and latest address. Name, DOB, license status, list of all accidents and violations on record. List of All Accident and Violations on Record	200	300	\$8.60	\$2,580.00	\$7,740.00	\$3.00 Bidder's Price: *Plus state fee	<b>\$900.00</b> Bidder's Price: \$600.00	\$2,700.00 Bidder's Price: \$1,800.00	\$2.25	\$675.00	\$2,025.00
	All names (maiden) searched for criminal records	200	300	\$6.65	\$1.995.00 Bidder's Price: \$1,195.00	\$5.985.00 Bidder's Price: \$3,585.00	Left Blank Bidder's Price: Included in #3 - no additional charge	Left Blank Bidder's Price: Included in #3 - no additional charge	Left Blank Bidder's Price: Included in #3 - no additional charge	\$8.50	\$2.550.00	\$7.650.00
7.	U.S. DOJ National Sex Offender Registry	1,465	2,500	\$1.65	\$4,125.00	\$12,375.00	Left Blank Bidder's Price: Included in #3 - no additional charge	Left Blank Bidder's Price: Included in #3 - no additional charge	Left Blank Bidder's Price: Included in #3 - no additional charge	\$3.50	\$8,750.00	\$26,250.00
	Total Group I (Items			\$30,725.00 Bidder's Price: \$29,925.00	\$92,175.00 Bidder's Price: \$89,775.00		\$27,100.00 Bidder's Price: \$16,050.00	\$81,300.00 Bidder's Price: \$48,150.00		\$95,825.00	\$287,475.00	

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: /s/\_\_\_





### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

				Informatio	on Discovery Ser	vices, LLC		and Associates GLOBAL INVES		KEN	NTECH, Consul	ting, Inc.	
					Fort Worth, TX Bidder 4 of 10			San Antonio, T Bidder 5 of 10		Chicago, IL Bidder 6 of 10			
						Group II	•						
TEM NO.	DESCRIPTION		nual ited Qty MAX (A)	Unit Price (B)	Annual Total (C) (A X B = C)	3 Year Total (D) (C X 3 = D)	Unit Price (B)	Annual Total (C) (A X B = C)	3 Year Total (D) (C X 3 = D)	Unit Price (B)	Annual Total (C) (A X B = C)	3 Year Tota (D) (C X 3 = D)	
1.	Pre-employment and promotional background investigation services	1,300	2,500	\$17.10	\$42,750.00	\$128,250.00	\$8.25	\$20,625.00 Bidder's Price: \$10,725.00	\$61,875.00 Bidder's Price: \$32,175.00	\$5.80	\$14,500.00	\$43,500.00	
2.	Educational Degree Verification	1	5	\$15.00	\$75.00	\$225.00	\$8.25	\$41.25 Bidder's Price: \$8.25	\$123.75 Bidder's Price: \$8.25	\$5.80	\$29.00	\$87.00	
3.	International Degree Verification	1	5	\$15.00	\$75.00	\$225.00	\$125.00	\$625.00 Bidder's Price: \$125.00	\$1,875.00 Bidder's Price: \$125.00	\$60.00	\$300.00	\$900.00	
4.	Credit History	1	5	\$4.50	\$22.50	\$67.50	\$8.25	\$41.25 Bidder's Price: \$8.25	\$123.75 Bidder's Price: \$8.25	\$4.80	\$24.00	\$72.00	
	Total Group II (Item	,			\$42,922.50	\$128,767.50		\$21,332.50 Bidder's Price: \$10,866.00	\$63,997.50 Bidder's Price: \$32,316.00		\$14,853.00 Bidder's Price: \$14,583.00	\$44,559.00	





#### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

Information Discovery Services, LLC Fort Worth, TX Bidder 4 of 10         Kelmar and Associates, Inc. dba KELMAR GLOBAL INVESTIGATIONS San Antonio, TX Bidder 5 of 10         KENTECH, Consulting, In Chicago, IL Bidder 5 of 10           OPTION TO EXTEND THE TERM OF THE AGREEMENT         Bidder 4 of 10         Bidder 5 of 10         Chicago, IL Bidder 5 of 10           THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS, THE EARGEEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.         X         X           BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:         X         X           TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICES, I, FTHE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:         X         X           NO OPTION OFFERED         Image: Second Sec	Did Opening Date. March 51, 2021			Department. Human Resources
AGREEMENT         THE CITY AT ITS SOLE DISCRETION, MAY         EXERCISE ANY OPTION TO EXTEND THE         TERM OF THE AGREEMENT, BY GIVING THE         CONTRACTOR WRITTEN NOTICE WITHIN THE         TIME PERIOD NOTED ON THE SELECTED         OPTIONS. THE TERM OF THE SCONTRACT         SHALL BE BASED ON ONE OF THE         SELECTIONS BLOW 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 OF FILE         CONTRACT FOR:         TWO (2) ADDITIONAL YEARS AT THE SAME         UNIT PRICE(S), IF THE OPTION OF FILE         CONTRACT FOR:         TWO (2) ADDITIONAL YEARS AT THE SAME         UNIT PRICE(S), IF THE OPTION OF FILE         ORIGINAL TERM OF THE CONTRACT:         NO OPTION OFFERED		Fort Worth, TX	KELMAR GLOBAL INVESTIGATIONS San Antonio, TX	
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: NO OPTION OFFERED				
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: NO OPTION OFFERED	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			
UNIT PRICE(S), IF THE OPTION IS EXERCISED   PRIOR TO THE EXPIRATION OF THE   ORIGINAL TERM OF THE CONTRACT:     NO OPTION OFFERED	EXTENDING THE TERM OF THE			
NO OPTION OFFERED	UNIT PRICE(S), IF THE OPTION IS EXERCISED		X	X
	ORIGINAL TERM OF THE CONTRACT:			
Amendments Acknowledged: Yes No Yes	NO OPTION OFFERED			
	Amendments Acknowledged:	Yes	No	Yes





### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

		·		National Cer	nter for Safety In	itiatives, LLC	Quick	Acquisition L Quick Search		Souther	n Background	Services, LLC
					Marietta, GA Bidder 7 of 10			Dallas, TX Bidder 8 of 10			Hazelhurst, 6 Bidder 9 of 1	
						Group I						
ITEM			nual ited Qty	Unit Price	Annual Total	3 Year Total	Unit Price	Annual Total	3 Year Total	Unit	Annual Total	
NO.	DESCRIPTION	MIN	MAX (A)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	Price (B)	(C) (A X B = C)	(D) (C X 3 = D)
1.	Identity Plus – SSN Validation/Address History Trace	1,465	2,500	\$2.00	\$5,000.00 Bidder's Price: \$2,930.00 - \$5,000.00	\$15,000.00 Bidder's Price: \$8,790.00 - \$15,000.00	\$2.25	\$5,625.00	\$16,875.00	\$3.00	\$7,500.00	\$22,500.00
2.	Felony/Misdemeanor Check in current county of residence <b>(unlimited</b> <b>years)</b>	1,465	2,500	\$5.00	\$12,500.00 Bidder's Price: \$7,325.00 - \$12,500.00	\$37,500.00 Bidder's Price: \$21,975.00 - \$37,500.00	* 10 yrs/all names/ all countries lived in quoted per addendum quoted \$12.00 Bidder's Price: Plus any applicable court fees, there are no court fees in Texas	\$30,000.00	\$90,000.00	\$15.00	\$37,500.00	\$112,500.00
3.	US Crime ID Database – Multi-Jurisdiction Criminal, Sex Offender, Fugitive and OFAC Terrorist Database.	1,465	2,500	\$2.00	\$5,000.00 Bidder's Price: \$5,860.00 - \$10,000.00	<b>\$15,000.00</b> Bidder's Price: \$17,580.00 - \$30,000.00	\$2.50	\$6,250.00	\$18,750.00	\$16.50	\$41,250.00	\$123,750.00
4.	Multi-district Federal records in all districts of residence <b>(unlimited</b> <b>years)</b>	200	300	\$10.00	\$3,000.00 Bidder's Price: \$2,000.00 - \$3,000.00	<b>\$9,000.00</b> Bidder's Price: \$6,000.00 - \$9,000.00	\$4.80	\$1,440.00	\$4,320.00	\$17.00	\$5,100.00	\$15,300.00





### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

				National Cer	nter for Safety In Marietta, GA Bidder 7 of 10	itiatives, LLC	Quick Acquisition LLC dba Quick Search Dallas, TX Bidder 8 of 10			Southern Background Services, LLC Hazelhurst, GA Bidder 9 of 10		
				•		Group I						
ITEM		ANNU	AL QTY.	Unit Price	Annual Total	3 Year Total	Unit Price	Annual Total	3 Year Total	Unit	Annual Total	3 Year Total
ITEM NO.	DESCRIPTION	MIN	MAX (A)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	Price (B)	(C) (A X B = C)	(D) (C X 3 = D)
5.	Driving History (TX DPS type-3) (includes 5 or more years of information) States where D.L. was held All names (maiden) searched for criminal records Status Record name, date of birth (DOB), license status, and latest address. Name, DOB, license status, list of all accidents and violations on record. List of All Accident and Violations on Record	200	300	\$5.00 *pass through fees	\$1,500.00 Bidder's Price: \$1,000.00 - \$1,500.00 + pass through fees	\$4,500.00 Bidder's Price: \$3,000.00 - \$4,500.00 + pass through fees	\$11.30 *Our pricing includes the State of Texas type-3 commercial MVR fee.	\$3,390.00	\$10,170.00	\$12.00	\$3,600.00	\$10,800.00
6.	All names (maiden) searched for criminal records	200	300	\$2.00	<b>\$600.00</b> Bidder's Price: \$400.00 - \$600.00	<b>\$1,800.00</b> Bidder's Price: \$1,200.00 - \$1,800.00	Included	\$N/C	\$N/C	\$6.50	\$1,950.00	\$5,850.00
7.	U.S. DOJ National Sex Offender Registry	1,465	2,500	\$2.00	\$5,000.00 Bidder's Price: \$2,930.00 - \$5,000.00	\$15,000.00 Bidder's Price: \$8790.00 - \$15,000.00	Included	\$N/C	\$N/C	\$2.25	\$5,625.00	\$16,875.00
	Total Group I (Items 1-7)				\$32,600.00 Bidder's Price: \$32,700.00 - \$55,100.00 +pass through fees	\$97,800.00 Bidder's Price: \$98,100.00 - \$165,300.00 +pass through fees		\$46,705.00	\$140,115.00		\$102,525.00	\$307,575.00





### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

				National Cer	nter for Safety In Marietta, GA Bidder 7 of 10	itiatives, LLC	Quick	Acquisition L Quick Search Dallas, TX Bidder 8 of 10		Southern Background Services Hazelhurst, GA Bidder 9 of 10		GA
						Group II						-
			nual ited Qty	Unit Price	Annual Total	3 Year Total	Unit Price	Annual Total		Unit	Annual Total	3 Year Total
ITEM NO.	DESCRIPTION	MIN	MAX (A)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	(B)	(C) (A X B = C)	(D) (C X 3 = D)	Price (B)	(C) (A X B = C)	(D) (C X 3 = D)
1.	Pre-employment and promotional background investigation services	1,300	2,500	\$35.00	\$87,500.00 Bidder's Price: \$45,500.00 - \$87,500.00 +pass through fees	\$262,500.00 Bidder's Price: \$136,500.00 - \$262,500.00 +pass through fees	\$21.55 Bidder's Price: Plus any applicable court fees, there are no court fees in Texas	\$53,875.00	\$161,625.00	\$70.00	\$175,000.00	\$525,000.00
2.	Educational Degree Verification	1	5	\$7.00 Bidder's Price: + pass through fees	\$35.00 Bidder's Price: \$7.00 - \$35.00 +pass through fees	\$105.00 Bidder's Price: \$35.00 - \$105.00 +pass through fees	\$10.00 Plus any applicable court fees, there are no court fees in Texas	\$50.00	\$150.00	\$35.00	\$175.00	\$525.00
3.	International Degree Verification	1	5	\$125.00	<b>\$625.00</b> Bidder's Price: \$125.00 - \$625.00	\$1,875.00 Bidder's Price: \$375.00 - \$1,875.00	\$75.00	\$375.00	\$1,125.00	\$50.00	\$250.00	\$750.00
4.	Credit History	1	5	\$12.00	\$60.00 Bidder's Price: \$12.00 - \$60.00	<b>\$180.00</b> Bidder's Price: \$36.00 - \$180.00	\$11.00	\$55.00	\$165.00	\$10.00	\$50.00	\$150.00
	Total Group II (Items 1-4)				\$88,220.00 Bidder's Price: \$45,644.00 - \$88,220.00 +pass through fees	\$264,660.00 Bidder's Price: \$136,932.00 - \$264,660.00 +pass through fees		\$54,355.00	\$163,065.00		\$175,475.00	\$526,425.00





### Solicitation #: 2021-0723 Department: Human Resources

### Project Name: Background Checks Bid Opening Date: March 31, 2021

OPTION TO EXTEND THE TERM OF THE AGREEMENT	National Center for Safety Initiatives, LLC Marietta, GA Bidder 7 of 10	Quick Acquisition LLC dba Quick Search Dallas, TX Bidder 8 of 10	Southern Background Services, LLC Hazelhurst, GA Bidder 9 of 10
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:		X	X
NO OPTION OFFERED			
Amendments Acknowledged:	Yes	Yes	Yes





#### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

	opening Date: March o	., _•							The sources
					Voyint, LLC				
					Ashburn, VA				
					Bidder 10 of 10				
						Group I			
ITEM			nual ted Qty	Unit Price	Annual Total	3 Year Total			
NO.	DESCRIPTION	MIN	MAX (A)	(B)	(C) (A X B = C)	(D) (C X 3 = D)			
1	Identity Plus – SSN Validation/Address History Trace	1,465	2,500	\$10.00	\$25,000.00	\$75,000.00			
2.	Felony/Misdemeanor Check in current county of residence <b>(unlimited</b> <b>years)</b>	1,465	2,500	\$25.00	\$62,500.00	\$187,500.00			
	US Crime ID Database – Multi-Jurisdiction Criminal, Sex Offender, Fugitive and OFAC Terrorist Database.	1,465	2,500	\$35.00	\$87,500.00	\$262,500.00			
4.	Multi-district Federal records in all districts of residence <b>(unlimited</b> <b>years)</b>	200	300	\$25.00	\$7,500.00	\$22,500.00			





### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

		·			Voyint, LLC Ashburn, VA Bidder 10 of 10						
					T	Group I		ſ	1	T	
ITEM		ANNU	ANNUAL QTY. Un		Annual Total	3 Year Total					
NO.	DESCRIPTION	MIN	MAX (A)	(B)	(C) (A X B = C)	(D) (C X 3 = D)					
	Driving History (TX DPS type-3) (includes 5 or more years of information) States where D.L. was held All names (maiden) searched for criminal records Status Record name, date of birth (DOB), license status, and latest address. Name, DOB, license status, list of all accidents and violations on record. List of All Accident and Violations on Record	200	300	\$15.00	\$4,500.00	\$13,500.00					
6.	All names (maiden) searched for criminal records	200	300	\$25.00	\$7,500.00	\$22,500.00					
7.	U.S. DOJ National Sex Offender Registry	1,465	2,500	\$15.00	\$37,500.00	\$112,500.00					
	Total Group I (Items			\$232,000.00	\$696,000.00						





### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

		,			Voyint, LLC Ashburn, VA						
					Bidder 10 of 10						
	Group II										
ITEM NO.	DESCRIPTION	Annual Estimated Qty		Unit Price	Annual Total	3 Year Total					
		MIN	MAX (A)	(B)	(C) (A X B = C)	(D) (C X 3 = D)					
4	Pre-employment and promotional background investigation services	1,300	2,500	\$115.00	\$287,500.00	\$862,500.00					
2.	Educational Degree Verification	1	5	\$25.00	\$125.00	\$375.00					
3.	International Degree Verification	1	5	\$50.00	\$250.00	\$750.00					
4.	Credit History	1	5	\$40.00	\$200.00	\$600.00					
Total Group II (Items 1-4)			\$288,075.00	\$864,225.00							





### Project Name: Background Checks Bid Opening Date: March 31, 2021

Solicitation #: 2021-0723 Department: Human Resources

	Voyint, LLC		
	Ashburn, VA		
	Bidder 10 of 10		
OPTION TO EXTEND THE TERM OF THE			
AGREEMENT			
THE CITY AT ITS SOLE DISCRETION, MAY			
EXERCISE ANY OPTION TO EXTEND THE			
TERM OF THE AGREEMENT, BY GIVING THE			
CONTRACTOR WRITTEN NOTICE WITHIN THE			
TIME PERIOD NOTED ON THE SELECTED			
OPTIONS. THE TERM OF THIS CONTRACT			
SHALL BE BASED ON ONE OF THE			
SELECTIONS BELOW AND UNDER THE			
SAME TERMS AND CONDITIONS. THE CITY			
MANAGER OR DESIGNEE MAY EXTEND THE			
OPTION TO EXTEND.			
of flow 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:			
		l	
NO OPTION OFFERED			
Amendments Acknowledged:	Yes		
BIDS SOLICITED: 8 LOCAL BIDS SOLICITED: 3	BIDS RECEIVED: 10 LOCAL BI	DS RECEIVED: 1 NO BID: 0	

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

•

### 2021-0723 BACKGROUND CHECKS BIDDER'S LIST

Elizabeth & Fernando Sifuentes Honestra Screening 6248 Edgemere Blvd #702 El Paso, TX 79928 US ISS Agency LLC Attn: L. Lilly 13801 Reese Blvd West Suite 180 Huntersville, NC 28078-6342 Texas Amateur Athletic Foundation Attn: Mark Lord 421 N. IH 35 Georgetown, TX 78628

Cluso Investigation LLC Attn: Sharon Sutila 4500 Mercantile Plaza Drive Suite 106 Fort Worth, TX 76137-4225 Datcs, LLC Attn: Twyla Lewis PO Box 5819 Longview, TX 75608-5819

DCI Resources, Inc. Attn: Deborah Cook 2084 Bella Vista Canyon Lake, TX 78133

Texas Enforcer LLC Attn: Lorenzo Sosa 3407 Douglas Ste B El Paso, TX 79903

Pantera Investigations LLC 609 N Laurel Street, El Paso, TX 79903



Legislation Text

# File #: 21-652, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

### All Districts

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 Cissy Lizarraga, (915) 212-0008

### AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to develop a review of Climate Change Action Plans of other cities comparable to El Paso, not limited to Austin, Dallas, Houston, Denver, Oakland, and Las Cruces, and to report back to City Council in 60 days for the purpose of developing a City-wide Climate Action Plan.

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

# **DEPARTMENT:** Mayor + Council

# AGENDA DATE: June 8, 2021

# CONTACT PERSON NAME AND PHONE NUMBER:

Rep. Peter Svarzbein (915-212-1002) Rep. Alexsandra Annello (915-212-0002) Rep. Cissy Lizarraga (915-212-0008)

# DISTRICT(S) AFFECTED: All Districts

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

### SUBJECT:

Discussion and action to direct the City Manager to develop a review of Climate Change Action Plans of other cities comparable to El Paso, not limited to Austin, Dallas, Houston, Denver, Oakland, and Las Cruces, and to report back to City Council in 60 days for the purpose of developing an City-wide Climate Action Plan."

### **BACKGROUND / DISCUSSION:**

To goal is to initiate discussion on the development and eventual implementation of a city-wide comprehensive climate action plan.

Other City Climate Action Plans:

Austin, Texashttp://austintexas.gov/sites/default/files/files/Sustainability/FINAL - OOS AustinClimatePlan 061015.pdf

Houston, Texashttp://greenhoustontx.gov/climateactionplan/CAP-April2020.pdf

San Antonio, Texashttps://www.sanantonio.gov/Portals/0/Files/Sustainability/SAClimateReady/SACRReportOctober2019.pdf

Las Cruces, New Mexicohttps://www.las-cruces.org/DocumentCenter/View/6289/LC-Climate-Action-Plan-Report-July-2020-PDF

Denver Colorado-

https://www.denvergov.org/content/dam/denvergov/Portals/771/documents/EQ/80x50/DDPHE\_80x50\_ClimateActionPlan.pdf

Oakland Californiahttps://cao-94612.s3.amazonaws.com/documents/Oakland-ECAP-07-24.pdf

# **PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?  $\operatorname{No.}$ 

AMOUNT AND SOURCE OF FUNDING: TBD

# City of El Paso Climate Action Plan:

Setting Goals To Increase Our Community's Resilience Through Climate Preparedness

June 8, 2021



# WHAT IS A CLIMATE ACTION PLAN?

- The City of Houston, Texas Climate Action document defines such a plan as providing *"evidenced-based measures to reduce* greenhouse gas emissions and preventative measures to address the negative outcomes of climate change."
- Other Cities, like Houston aim to meet the Paris Agreement goal of carbon neutrality by 2050, and lead the global energy transition.



Image from the City of Woodland, California Climate Action Plan

# The Paris Agreement

In 2015, the United Nations Framework Convention on Climate Change (UNFCCC) adopted the Paris Agreement.

The Paris Agreement has three main objectives:

- 1. to limit the average global temperature increase to well below 2 degrees centigrade (and pursue efforts to limit it to 1.5 degrees);
- 2. to enhance resilience to climate impacts, many of which will be unavoidable due to greenhouse gases already emitted; and
- greenhouse gases already emitted; and
   to align financial flows in the world with these objectives.

(Source: Yale Sustainability, Yale Experts Explain The Paris Climate Agreement, https://sustainability.yale.edu/explainers/yale-experts-explain-paris-climate-agreement)



Image from the Yale Sustainability Website

# A Resilient El Paso

- As of September 2019, half of the 50 largest cities in the U.S. by population had adopted local climate action plans.
- Since then, more Cities have adopted their own plans.
- Almost all of the cities with climate action plans were members of at least one climate association, including 100 Resilient Cities, which El Paso is a member.

City	Text of plan	Date adopted or updated		
Atlanta, Georgia	City of Atlanta Climate Action Plan			
	Clean Energy Atlanta	Modified March 4,		
Austin, Texas	Austin Community Climate Plan	June 4, 2015 <sub>[3]</sub>		
Baltimore, Maryland	Baltimore Climate	November 29, 2012		
Boston, Massachusetts	City of Boston Climate Action Plan 2019 Update	October 8, 2019[4]		
Charlotte, North Carolina	Towards Resilience: Charlotte Strategic Energy Action Plan	December 2018		
Chicago, Illinois	Chicago Climate Action	September 19, 2008		
Cleveland, Ohio	Cleveland Climate	Updated September		
Columbus, Ohio	The Columbus Green Community Plan: Green Memo III	2015		
Denver, Colorado	Denver 80 x 50 Climate Action Plan	July 17, 2018 <sub>(9)</sub>		
Detroit, Michigan	Detroit Climate Action	October 24, 2017		
Indianapolis, Indiana	Thrive Indianapolis	February 21, 2019		
Kansas City, Missouri	Climate Protection Plan	July 24, 2008[10]		
Los Angeles, California	L.A.'s Green New Deal	April 29, 2019[12]		
Miami, Elorida	MiPlan: City of Miami Climate Action Plan	June 2008		
Minneapolis, Minnesota	Minneapolis Climate	June 28, 2013		
New York, New York	1.5°C: Aligning New York City with the Paris Climate Agreement	Second printing, December 2017		
	Climate Mobilization	April 18, 2019[15]		
Oakland, California	City of Oakland Energy and Climate Action	Updated March 2018		
Philadelphia, Pennsvlvania	Clean Energy Vision Action Plan	September 2018[16]		
Phoenix, Arizona	2015-16 Sustainability	March 27, 2017		
Portland, Oregon	Climate Action Plan	June 2015		
Sacramento, California	Appendix B: General Plan Climate Action Plan Policies and Programs	March 3, 2015		
San Diego, California	City of San Diego Climate Action Plan	Amended July 12, 2016		
San Francisco, California	San Francisco Climate Action Strategy	Updated 2013		
San Jose, California	Climate Smart San	February 27, 2018[17]		
Seattle, Washington	Seattle Climate Action	April 2018		

# Examples of Climate Action Plans:

**Texas Cities:** 

- Dallas
- Houston
- Austin
- San Antonio

Other Cities:

- Denver, Colorado
- Las Cruces, New Mexico
- Oakland, California



# Texas Climate Action Planning

- According to the U.S. Green Building Council of Texas, in 2017, six Texas cities (Austin, Houston, Dallas, San Antonio, San Marcos, Smithville) signed onto the Climate Mayors' National Climate Agreement in support of the Paris Agreement and its international emission reduction targets set in 2016 and the goal to keep warming at or below 1.5 degrees Celsius.
- Houston, Dallas, San Antonio, and Austin have all developed Climate Action Plans.
- Each of these plans include multiple strategies to address issues across the spectrum of a city's operations, investments, and infrastructure.

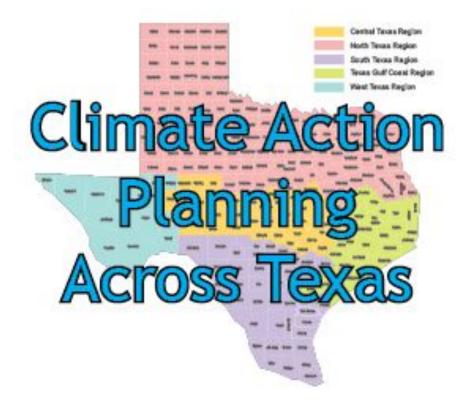


Image from the USGBC Website

# **4 Key Factors Climate Action Plans Seek To Address**

- Industry Standards 1.
- 2.
- a. Oakland aims to reduce greenhouse gas emissions 83 percent by 2050. (*City of Oakland*, "Energy and Climate Action Plan," (*page 2*))
  Building Energy Efficiency Design

  a. Denver goals included 100% renewable electricity usage in municipal buildings by 2025 (*DenverGov.org*, "Denver 80 x 50 Climate Action Plan," (*pages 2-3*))
- 3. Transport
  - Charlotte included that "100% of city-owned buildings and fleet be fueled by 100% zero-carbon energy by 2030. (*City of Charlotte*, "Charlotte Strategic Energy Action Plan: Sustainable and Resilient Charlotte Update July 2019," July 20, 2019) a.

**Energy Sector** 4.

- a. Austin states goals set for Austin Energy to have reached 35% renewable energy by 2020 and 55% renewable energy by 2025. (*Austin Texas.gov*, "Austin Community Climate Plan," (*page 24*)) Solid Waste Sector
- 5.
  - **a**. Las Cruces aims to incentivize waste minimization by 25 percent by 2030 and 70 percent by 2050. (https://www.las-cruces.org, Climate Action Plan)







# Where Do We Go From Here?

- Starting This Conversation
- Goal Setting
- Financial Impact
- Logistics behind the creation of a Climate Action Plan
  - Cross Functional Effort
  - 100 Resilient Cities
  - RREAC/ Stakeholder Engagement
- Reporting back in 60 days.

Our **FUTURE** is at stake.





Legislation Text

# File #: 21-653, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

### AGENDA LANGUAGE:

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

Discussion and action for the Mayor, on behalf of the city council, to sign a letter by Mayors United Against Antisemitism, united against hate and declaring unequivocally that antisemitism is incompatible with the fundamental values of democracy.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: June 8, 2021

### CONTACT PERSON NAME AND PHONE NUMBER: Rep. Peter Svarzbein (915-212-1002)

DISTRICT(S) AFFECTED: All Districts

### **STRATEGIC GOAL:**

### **SUBJECT:**

Discussion and action for the Mayor, on behalf of the city council, to sign a letter by Mayors United Against Antisemitism, united against hate and declaring unequivocally that antisemitism is incompatible with the fundamental values of democracy.

### **BACKGROUND / DISCUSSION:**

Intent is for the mayor to sign onto a letter by Mayors United Against Antisemitism, united against hate and declaring unequivocally that antisemitism is incompatible with the fundamental values of democracy.

https://www.ajc.org/mayors https://www.ajc.org/mayors#signatories

MAYORS UNITED AGAINST ANTISEMITISM Five years ago, U.S. mayors from all fifty states issued a call to action to combat antisemitism in Europe. Not alone in their concern, mayors from across Europe joined in the fight and signed onto the pledge. Since then, vicious attacks on American soil have demonstrated that antisemitism must be confronted with the same urgency in the United States. In October 2018, eleven Jews were killed in the deadliest attack against the Jewish community in U.S. history at the Tree of Life Synagogue in Pittsburgh, Pennsylvania. Jews have also been murdered in Poway, California; Jersey City, New Jersey; and Monsey, New York simply for being Jews. We witnessed chants of "Jews will not replace us" in Charlottesville and "Camp Auschwitz" and other antisemitic messages displayed during the assault on the U.S. Capitol. According to the FBI 2019 Hate Crimes Statistics, American Jewswho make up less than 2% of the American population—were the victims of 60.2% of anti-religious hate crimes. And so we gather again, as leaders of our cities and communities, to jointly say: "Enough." We, the undersigned Mayors, express our deep conviction that antisemitism is not only an attack on Jews but an assault on the core values of any democratic and pluralistic society. In a world of global communications, where antisemitic ideas spread rapidly, a concerted and principled response is required to raise awareness, to educate, and to ensure decency prevails. As Mayors and municipal leaders, we have a unique responsibility to speak out against the growing menace of antisemitism by affirming the following: We, the undersigned, • Condemn

antisemitism in all its forms, including hatred and prejudice directed toward Jews, stereotypes or conspiracy theories about Jews, Holocaust denial or distortion, and denying the Jewish people's right to self-determination and/or the Jewish state's right to exist; Support national, state, and local government efforts directed at eradicating antisemitism and preventing extremist indoctrination and recruitment; and support expanded education programs, including Holocaust programs, to counter intolerance and discrimination; Reject the notion that opinions about the policies, actions, or existence of the State of Israel can ever justify or excuse antisemitic acts; Recognize the ever-present need to be vigilant about efforts to prevent and report acts of antisemitism and other hate crimes; and Affirm that a climate of mutual understanding and respect among all citizens is the bedrock of pluralistic communities. We therefore commit to working within and across our communities to advance the values of respectful coexistence. We call upon mayors, municipal leaders, and other elected officials in the United States and around the world—and all people of good faith—to join us in declaring unequivocally that antisemitism is incompatible with fundamental democratic values.

# **PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one? No.

# **AMOUNT AND SOURCE OF FUNDING:**

No Funding Needed.



# **MAYORS UNITED AGAINST ANTISEMITISM**

Five years ago, U.S. mayors from all fifty states issued a call to action to combat antisemitism in Europe. Not alone in their concern, mayors from across Europe joined in the fight and signed onto the pledge.

Since then, vicious attacks on American soil have demonstrated that antisemitism must be confronted with the same urgency in the United States. In October 2018, eleven Jews were killed in the deadliest attack against the Jewish community in U.S. history at the Tree of Life Synagogue in Pittsburgh, Pennsylvania. Jews have also been murdered in Poway, California; Jersey City, New Jersey; and Monsey, New York simply for being Jews. We witnessed chants of "Jews will not replace us" in Charlottesville and "Camp Auschwitz" and other antisemitic messages displayed during the assault on the U.S. Capitol.

According to the FBI 2019 Hate Crimes Statistics, American Jews—who make up less than 2% of the American population—were the victims of 60.2% of anti-religious hate crimes.

And so we gather again, as leaders of our cities and communities, to jointly say:

# <u>"Enough."</u>

We, the undersigned Mayors, express our deep conviction that antisemitism is not only an attack on Jews but an assault on the core values of any democratic and pluralistic society.

In a world of global communications, where antisemitic ideas spread rapidly, a concerted and principled response is required to raise awareness, to educate, and to ensure decency prevails. As Mayors and municipal leaders, we have a unique responsibility to speak out against the growing menace of antisemitism by affirming the following:

We, the undersigned,

• Condemn antisemitism in all its forms, including hatred and prejudice directed toward Jews, stereotypes or conspiracy theories about Jews, Holocaust denial or distortion, and denying the Jewish people's right to self-determination and/or the Jewish state's right to exist;



- Support national, state, and local government efforts directed at eradicating antisemitism and preventing extremist indoctrination and recruitment; and support expanded education programs, including Holocaust programs, to counter intolerance and discrimination;
- Reject the notion that opinions about the policies, actions, or existence of the State of Israel can ever justify or excuse antisemitic acts;
- Recognize the ever-present need to be vigilant about efforts to prevent and report acts of antisemitism and other hate crimes; and
- Affirm that a climate of mutual understanding and respect among all citizens is the bedrock of pluralistic communities.

We therefore commit to working within and across our communities to advance the values of respectful coexistence. We call upon mayors, municipal leaders, and other elected officials in the United States and around the world—and all people of good faith—to join us in declaring unequivocally that antisemitism is incompatible with fundamental democratic values.

# THIS IS AN INITIATIVE OF AMERICAN JEWISH COMMITTEE (AJC) AND THE U.S. CONFERENCE OF MAYORS (USCM).



Legislation Text

# File #: 21-654, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7

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 resolution that the City Council declares that the expenditure of District 7 discretionary funds in an amount not to exceed \$2,000.00 to purchase a laptop to be used by City Representative District 7 staff serves a municipal purpose of providing better and more mobile communication with the District 7 office and District 7 constituents, promoting transparent and consistent communication amongst all members of the community.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: June 8, 2021

CONTACT PERSON NAME AND PHONE NUMBER: City Rep Henry Rivera, District 7-915.212.0007

DISTRICT(S) AFFECTED: District 7

<u>STRATEGIC GOAL</u>: 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.

Discussion and action on a resolution that the City Council declares that the expenditure of District 7 discretionary funds in an amount not to exceed \$2,000.00 to purchase a laptop to be used by city representative District 7 staff serves a municipal purpose of providing better and more mobile communication with the District 7 office and District 7 constituents; promoting transparent and consistent communication amongst all members of the community.

### **BACKGROUND / DISCUSSION:**

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

### **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? <u>District 7 discretionary funds</u> Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

### **RESOLUTION**

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

That the City Council declares that the expenditure of District 7 discretionary funds in an amount not to exceed \$2,000.00 to purchase a laptop to be used by city representative District 7 staff serves a municipal purpose of providing better and more mobile communication with the District 7 office and District 7 constituents; promoting transparent and consistent communication amongst all members of the community.

That the City Manager be authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute any related agreements and amendments to such agreements.

**APPROVED** this 8<sup>th</sup> day of June, 2021.

### THE CITY OF EL PASO:

**ATTEST:** 

Oscar Leeser, Mayor

Laura D. Prine, City Clerk

### **APPROVED AS TO FORM:**

Victoria Augult

Victoria M. Hayslett Assistant City Attorney



Legislation Text

# File #: 21-620, Version: 1

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

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts City Manager's Office, Julie Baldwin-Munoz, (915) 212-1204

### AGENDA LANGUAGE:

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

Presentation and discussion providing the Strategic Plan Goal Team reporting series wrap-up.

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

### **DEPARTMENT: City Manager's Department**

AGENDA DATE: June 8, 2021 PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Performance Office, Julie Baldwin-Munoz (915) 212-1204

DISTRICT(S) AFFECTED: All

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

SUBGOAL:

6.4- Implement leading-edge practices for achieving quality and performance excellence 6.5- Deliver services timely and effectively with focus on continual improvement

### SUBJECT:

Presentation and discussion providing the Strategic Plan Goal Team reporting series wrap-up.

### **BACKGROUND / DISCUSSION:**

Goal team reporting ensures a systematic approach is sustained for operating departments to share progress made on strategic objectives across the eight goals as outlined and adopted in the Strategic Plan by the City Council. Presentations were provided by each goal team providing a midyear report for the current fiscal year, directly supporting the four vision blocks of:

- 1. Safe and Beautiful Neighborhoods
- 2. Vibrant Regional Economy
- 3. High Performing Government
- 4. Exceptional Recreational, Cultural and Educational Opportunities

The presentation will provide a recap of the series and a results snapshot on community wide improvements.

### **PRIOR COUNCIL ACTION:**

Strategic Planning Sessions on February 16, 2017 and May 16, 2019.

# AMOUNT AND SOURCE OF FUNDING:

N/A

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

### 2021 Goal Team Series Wrap-Up Process + Results Recap



217

# WHAT WE WILL COVER

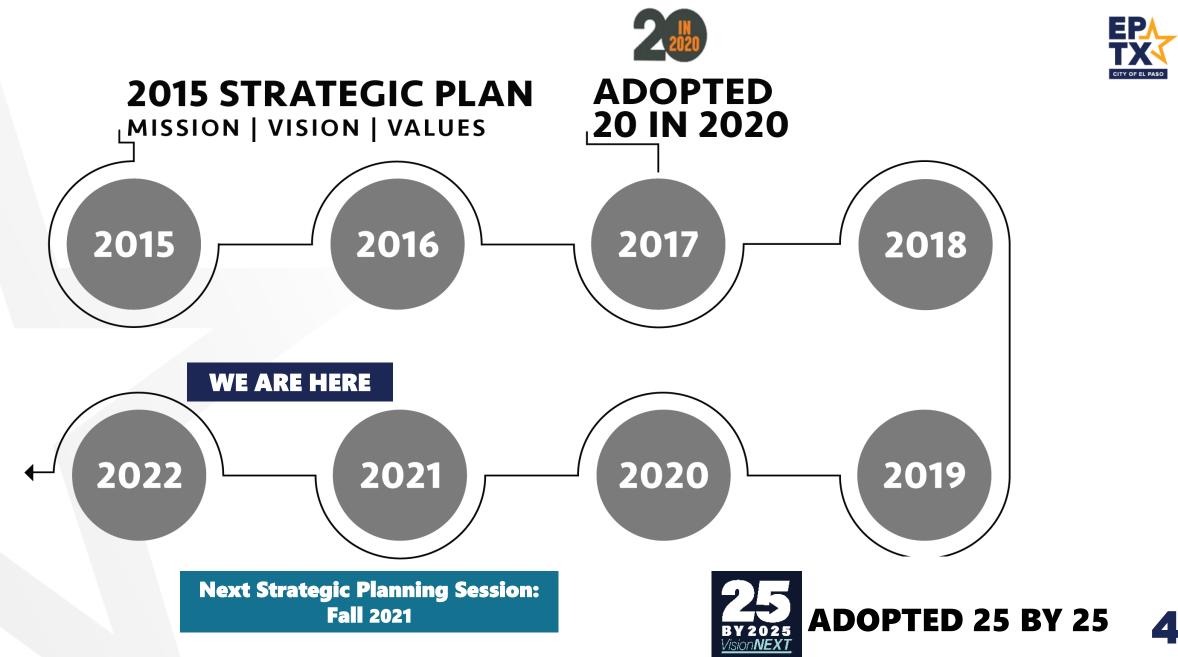
CAMP. PLAN WILL ADDRESS



### **Process Overview** Results snapshot Communitywide impact • Vision Blocks: Safe and Beautiful Neighborhoods BREAK NUCO **Vibrant Regional Economy Exceptional Recreational, Cultural and Educational Opportunities High Performing Government** FREE FLOWING COMMUNITY

# **EPA** 2021 REPORTING CYCLE RECAP

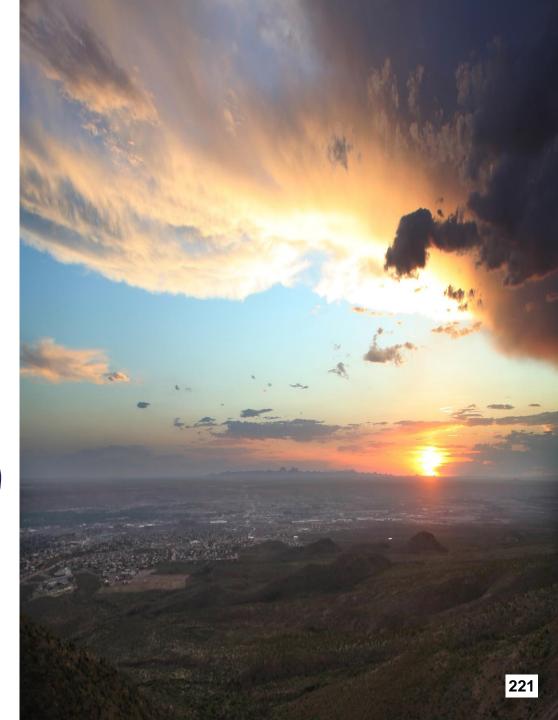
Vision Block	Goal Teams	Update	
All	Series Overview + Snapshot	4/12/21	What we covered
Safe & Beautiful Neighborhoods (SBN)	GOAL 2, 7, 8 TEAM REPORTs	4/12/21	<ul> <li>✓ 1. Key Accomplishments</li> <li>✓ 2. Key Performance Indicators</li> </ul>
Vibrant Regional Economy (VRE)	GOAL 1, 3 TEAM REPORTs	4/26/21	<ul> <li>✓ 3. Update on Key Deliverables</li> <li>✓ 4. Key</li> <li>Challenges/Opportunities</li> </ul>
High Performing Government (HPG)	GOAL 5, 6 TEAM REPORTs	5/10/21	
Exceptional Opportunities (ERCEO)	GOAL 4 TEAM REPORT	5/25/21	
All	Series Wrap Up	6/8/21	

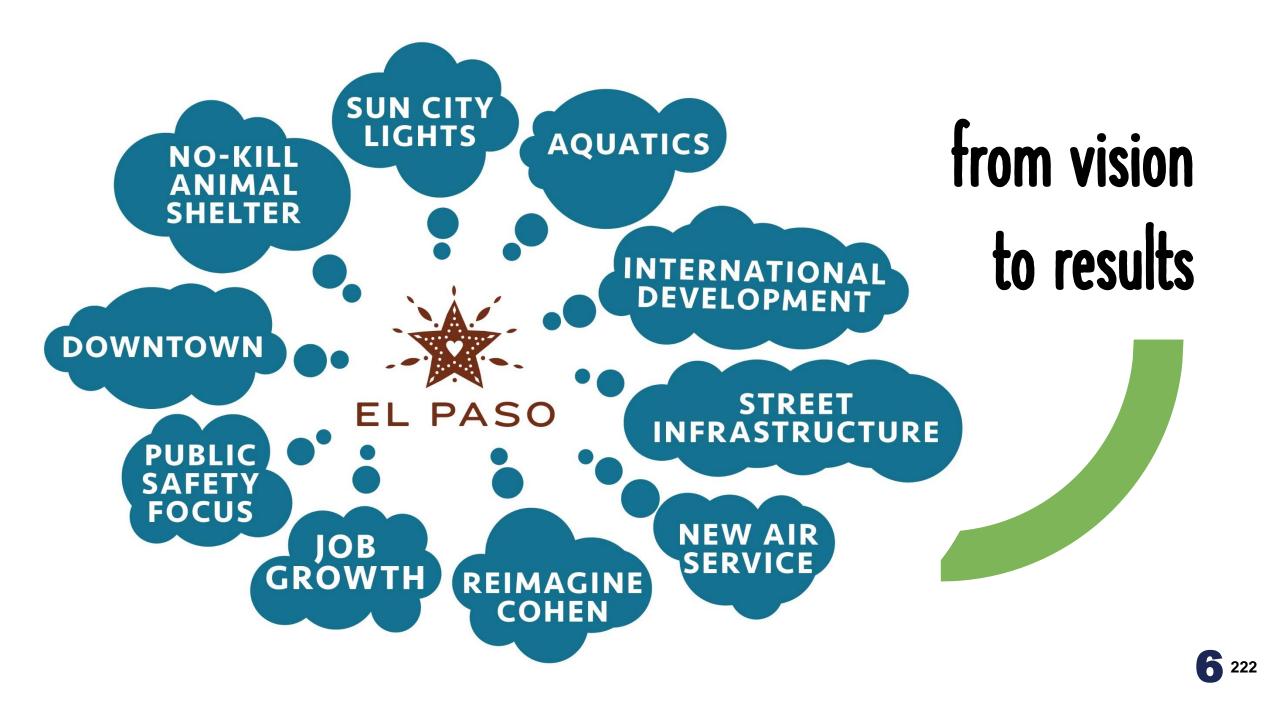


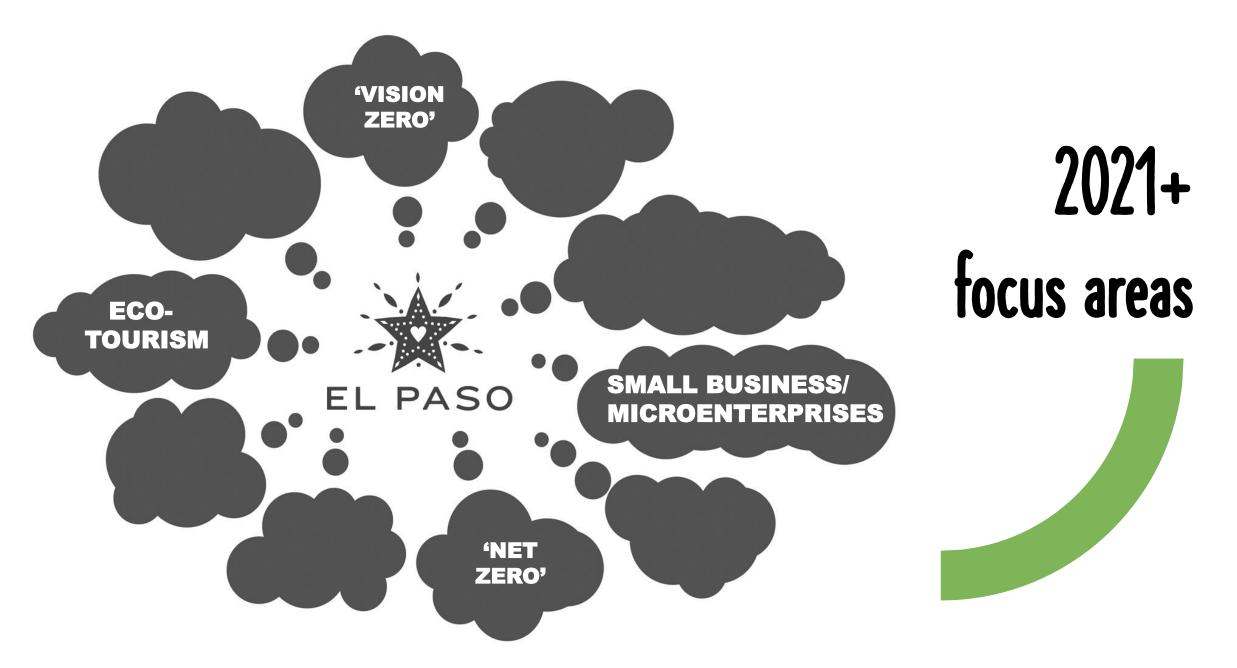
# **ERVICE ON THE HORIZON**

### Strategic Planning Process

- Integrated Budget
  - Budget Updates (every Council agenda)
    FY22 Budget Work Sessions (July 2021)
- Voice of our Residents (August-October 2021)
- Council Strategic Planning Session
- (November 2021)







# seeing community wide impact

# Performance Excellence Framework

- →Focus on Results + Exceptional Service Delivery →Supporting a Community of Excellence



Across Vision Blocks

225



Response + Recovery
 Public Safety Operations
 Capital Project Productivity
 Street Infrastructure





Safe + Beautiful Neighborhoods





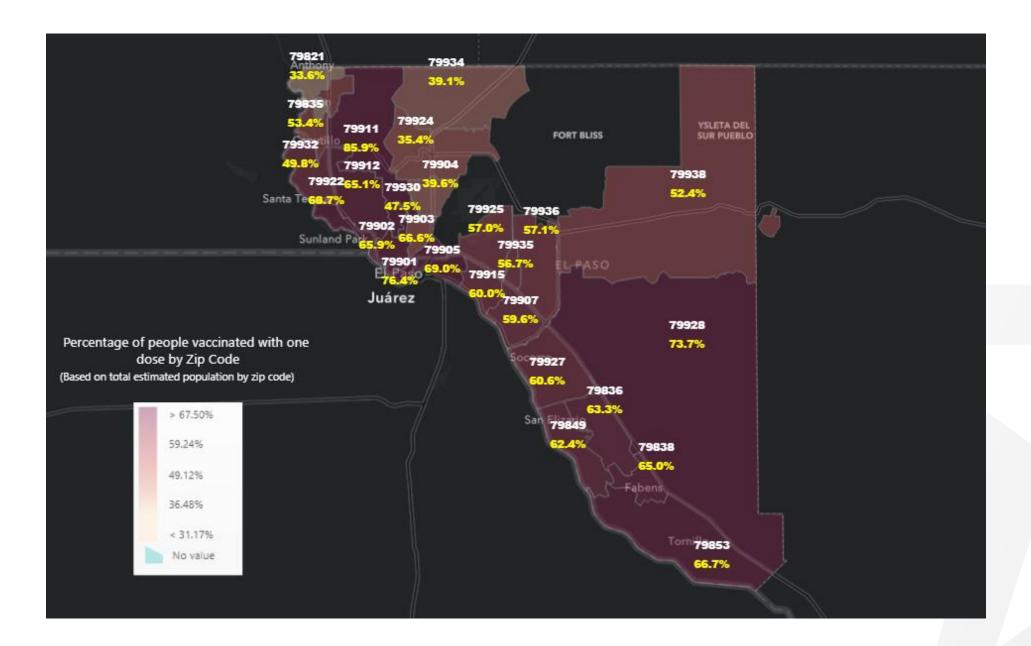






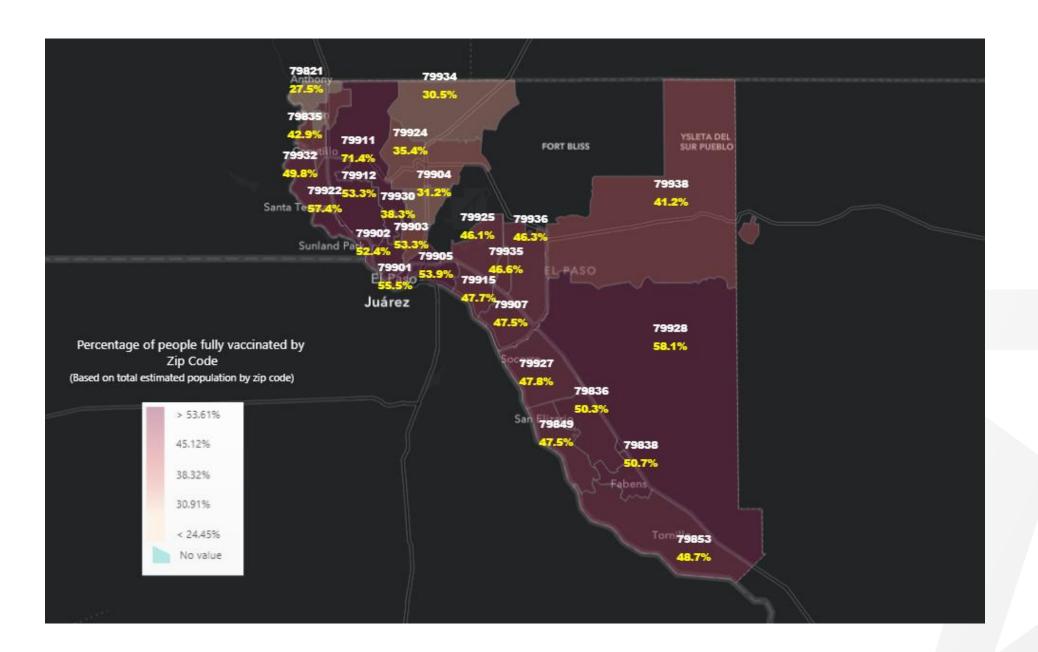
championing community priorities



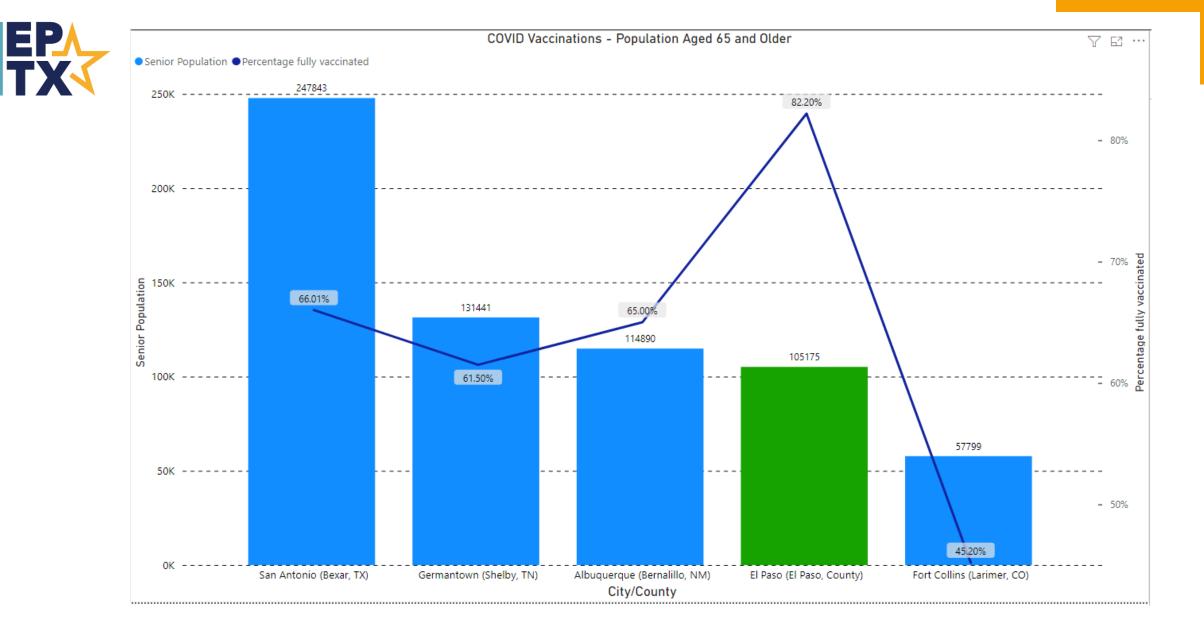








<sup>12</sup>228







### Alameda



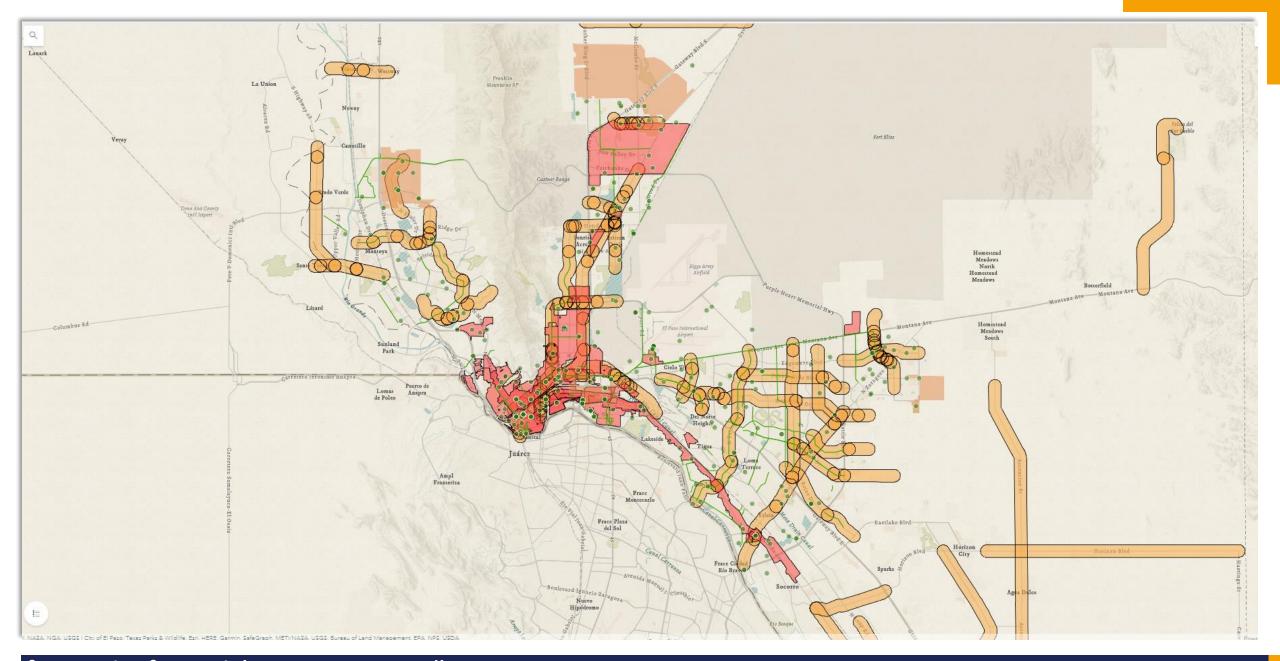












### Citywide Capital Improvements/Investments



# FY 2020 and FY 2021 Results

Month	Requisitions 2018	Encumbrances FY 2019	Encumbrances FY 2020	Encumbrances FY 2021
Sept	\$3,186,617	\$68,064,366	\$20,765,016	\$6,568,941
Oct	\$3,094,991	\$14,458,133	\$3,146,935	\$11,140,217
Nov	\$2,832,933	\$8,262,616	\$11,067,694	\$5,961,716
Dec	\$5,609,964	\$25,683,261	\$12,369,637	\$8,176,083
Jan	\$8,364,980	\$14,735,505	\$4,391,195	\$2,384,497
Feb	\$17,503,364	\$11,386,922	\$4,826,105	\$7,782,248
Mar	\$5,466,882	\$15,115,994	\$21,931,251	\$14,166,842
Apr	\$36,770,54I	\$21,053,374	\$3,692,313	\$1,300,338
May	\$13,082,647	\$6,600,05 I	\$23,557,910	\$21,958,373
Jun	\$6,482,320	\$7,270,073	\$6,166,374	
Jul	\$6,969,439	\$32,370,255	\$1,873,951	
Aug	\$1,774,159	\$19,046,767	\$2,085,784	
Total	\$111,138,836	\$244,047,286	\$115,874,163	\$79,139,256

### Providing Direct Results





# FY 2021 Expenditures

Month	Payments FY 18	Payments FY 19	Payments FY 20	Payments FY 2021
Sept	\$976,695	\$1,925,125	\$695,012	\$304,145
Oct	\$5,289,143	\$9,946,391	\$12,182,726	\$7,996,298
Nov	\$6,391,379	\$9,935,002	\$10,784,726	\$11,442,450
Dec	\$5,684,43I	\$7,842,382	\$16,004,098	\$18,074,637
Jan	\$7,161,059	\$8,919,061	\$8,599,746	\$10,471,816
Feb	\$4,474,605	\$11,021,848	\$14,522,941	\$6,084,163
Mar	\$6,488,690	\$12,475,230	\$13,113,492	\$7,688,802
Apr	\$6,863,628	\$13,310,325	\$12,189,450	\$5,203,279
May	\$9,852,617	\$11,773,314	\$13,578,561	\$4,404,525
Jun	\$4,358,656	\$10,834,140	\$10,114,010	
Jul	\$7,708,209	\$17,082,128	\$10,919,647	
Aug	\$15,152,852	\$23,840,764	\$14,663,960	
Total	\$80,401,874	\$138,905,710	\$137,368,370	\$71,670,115





# **EPC** Jobs Supported by the CIP

\$1 million of construction projects involves roughly \$500,000 in **labor costs** 

> \$500,000 <u>X 71.6</u> \$35,800,000

Impacts for spending \$71.6 M (Sep 2020 – May 2021) Approximately \$35,800,000 spent on labor costs



234

# **EPC** Jobs Supported Via CIP



- FY 2020 \*\*\*\*\*\*\*\*\*\*\*

3500

4500

- FY 2019 #\*\*\*\*\*\*
- FY 2018  $\dot{f}$
- FY 2017 #\*\*\*\*
- FY 2016 #\*\*\*
- FY 2015 #\*\*\*
- FY 2014  $\dot{f}$
- FY 2013 \*\*\*\*

-500	500	1500	2500	
			# Jobs Creat	ted

Capital Projects have generated approximately



from September 2011 through February 2021

\* CID construction contracts only

4,026 jobs created from September 2020 to May 2021



# Active Capital Improvements

District	Pre-Design / Design	Bidding	Construction
District I (West)	13	4	11
District 2 (Central)	22	10	18
District 3 (Central)	9	7	9
District 4 (Northeast)	7	5	14
District 5 (East)	8	2	4
District 6 (Mission Valley)	10	6	9
District 7 (East, Mission Valley)	9	5	11
District 8 (West)	21	12	15
Total	99	17	91

**\*\***Totals include multiple-district projects

District 2 includes Airport Projects; District 8 includes Downtown and Zoo



# EPACIP Deliverables Update

### **District 1**

**Canterbury Trail Project** – Bidding Phase Anticipated to begin construction Fall 2021



**Dorris Van Doren Library Improvements - Construction** Estimated completion Summer 2021

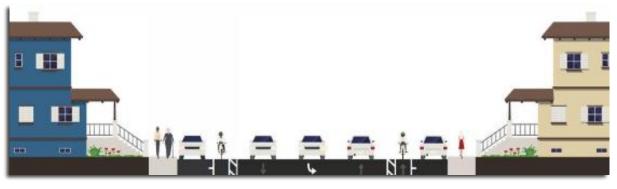






### **District 2**

**Trowbridge Drive Improvements** – Design Phase Anticipated to begin procurement phase Fall 2021.



**Nolan Richardson Recreation Center – Bidding Phase** Anticipated to begin construction Fall 2021.



# EPACIP Deliverables Update



### **District 3**

Sunglow Way / Lockheed Dr Landscaping – Bidding Phase Anticipated to begin construction Fall 2021



#### Hawkins Reconstruction – Construction Phase Estimated completion Summer 2021



**District 4** Veterans Recreation Center – Bidding Phase Anticipated to begin construction Fall 2021.



**North Skies Park Improvements – Construction Phase** Estimated completion Summer 2021





### **District 5**

- **Police Department Eastside Regional Command Center** Design Phase
- Anticipated to begin construction Fall 2021



#### **Far East Transfer Center – Construction Phase Estimated completion Winter 2021**





### **District 6**

**Rojas Widening – Design Phase** Anticipated to begin construction Spring 2022



#### **Davis Reconstruction – Construction Phase** Estimated completion early Summer 2021







### **District 7**

#### Paddlefoot and Lomaland Reconstruction – Construction Phase

#### **Estimated completion late Spring 2021**





#### Yarbrough South Lighting and Median Landscape – Construction Phase Estimated completion Winter 2021

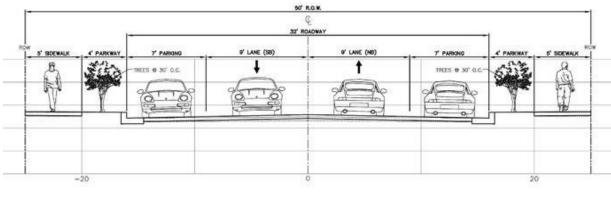




### **District 8**

#### South Central Phase V – Bidding Phase

#### **Anticipated to begin construction Winter 2021**



#### **River Bend Phase III – Construction Phase** Estimated completion early Summer 2021



# 49 + 2 NTMP Completed Reconstruction Projects 28

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	Mimosa Reconstruction	South Central Phase 2 - Encino(North of Delta), DeVargas, Cortez(North of Delta) Reconstruction (3)
Ethel Reconstruction	Monroe 2-way conversion	South Central Phase 3 - Encino (South of Delta), Elena, Feliz Reconstruction (2)
Flower Reconstruction	Montoya Heights Sidewalk	Springwood Traffic Calming
Geiger, Cardis, Malaga Reconstruction	New Haven Reconstruction	Teramar Reconstruction
Glenwood Reconstruction	Pebble Hills Extension	Toni, Mary Jeanne, Yvonne Reconstruction
Holly Reconstruction	Pendale Reconstruction	University Pedestrian Improvements
Independence Trail and Amenities (2)	Princeton, Tullane, Valleyview Reconstruction (3)	Van Buren 2-way conversion
James Reconstruction	Ramos Reconstruction	Yarbrough North Roadway Lighting and Median Landscape

# EPA Citywide Reconstruction Projects













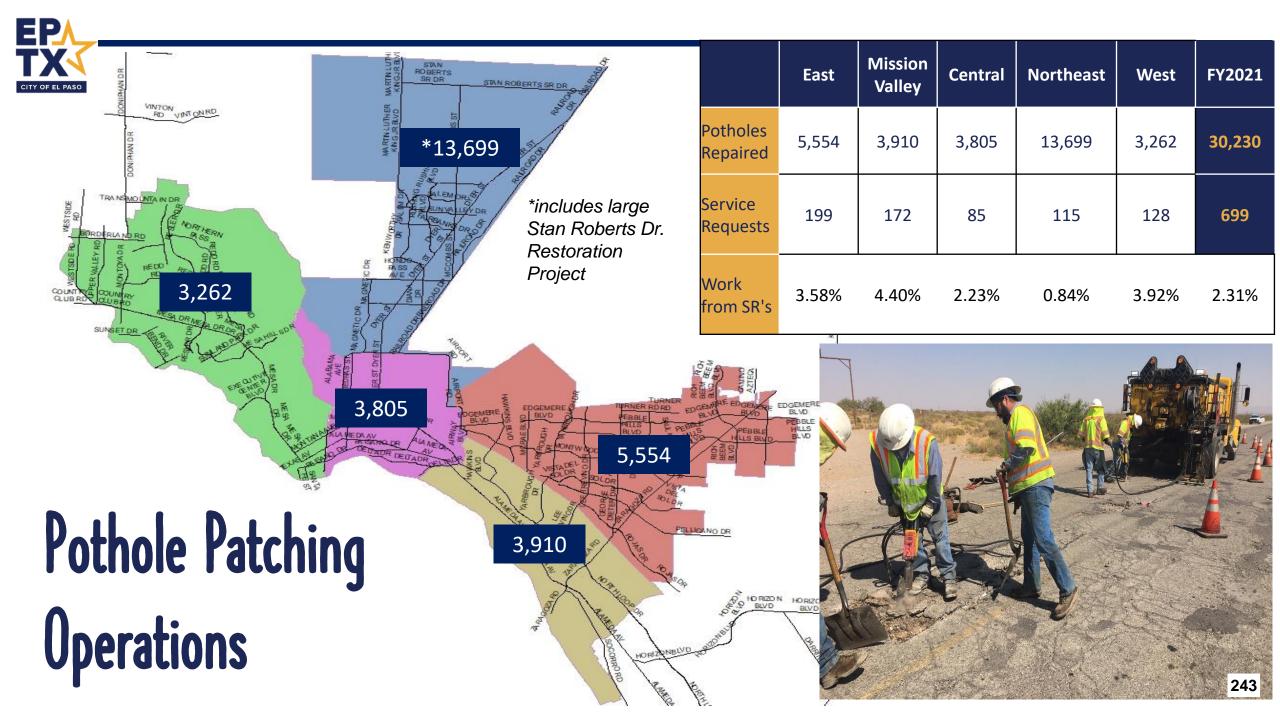














Vibrant Regional Economy

# <text><text><text>







Airport Development
 International Bridges Capital Plan
 Focus on Small Businesses

 $\rightarrow$  EP as a Destination

championing community priorities





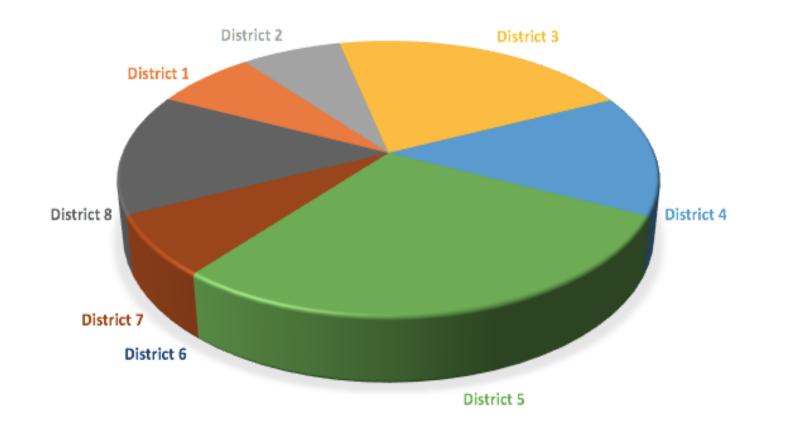
Exceptional Recreational, Cultural, Educational Opportunities

### 





## 13 New Public Art Projects between FY20 and February 28, 2021







*VOIDS* - ARTIST: OSMAN AKAN VALLE BAJO COMMUNITY CENTER - DISTRICT 3



LIVING DESERT (DETAIL)- ARTIST: TERRY WRIGHT & KATHRYN GELINAS POLLY HARRIS SENIOR CENTER - DISTRICT 8



DESERT BLOSSOM- ARTIST: MAY & WATKINS DESIGNCHUCK HEINRICH MEMORIAL PARK- DISTRICT 4247

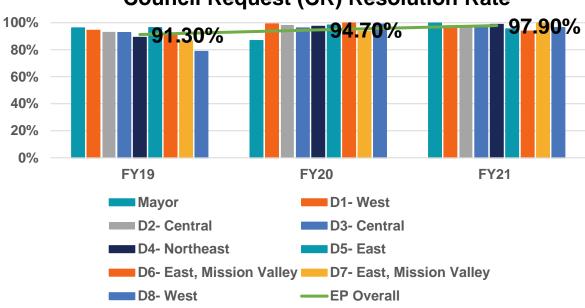
# Key Focus Areas

### $\rightarrow$ Sound Fiscal Management

- $\rightarrow$ Long-term Financial Sustainability Strategy
- - Listening & Delivering



### High Performing Government



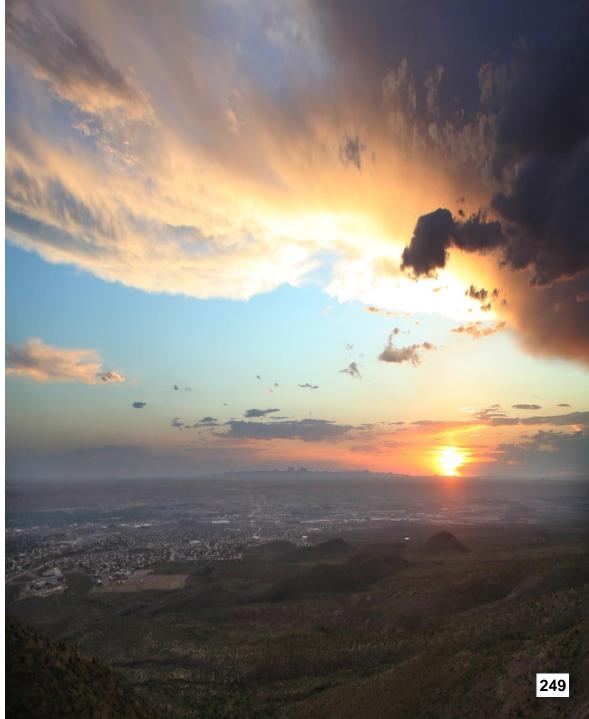
#### Council Request (CR) Resolution Rate



# **EPCAL ON THE HORIZON**

### Strategic Planning Process

- Integrated Budget
  - Budget Updates (every Council agenda)
    FY22 Budget Work Sessions (July 2021)
- Voice of our Residents (August-October 2021)
- Council Strategic Planning Session
   (November 2021)



### 2021 Goal Team Series Wrap-Up Process + Results Recap



250



Legislation Text

#### File #: 21-621, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font. Budget Update - FY 2022 Preliminary Budget Overview.

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

#### AGENDA DATE: June 8, 2021 PUBLIC HEARING DATE:

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** K. Nicole Cote, Director of the Office of Management and Budget (915) 212-1092

DISTRICT(S) AFFECTED: All

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

SUBGOAL: N/A

SUBJECT: Budget Update - FY 2022 Preliminary Budget Overview

BACKGROUND / DISCUSSION: Budget Update - FY 2022 Preliminary Budget Overview

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? 🗹 YES \_\_\_\_NO

**PRIMARY DEPARTMENT:** City Manager's Office - Office of Management and Budget **SECONDARY DEPARTMENT:** All City

**DEPARTMENT HEAD:** 

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



# FY 2022 City Council Budget Briefing

June 2021

## <u>Agenda</u>

- Long-term financial sustainability
- FY 2022 Budget Highlights
- FY 2022 Revenue
- FY 2022 Expenses
- Capital Projects
- Budget Calendar



## **COVID-19 Impact and Response – Year 3**



### • <u>FY 2020</u>

- Proactive adjustments in response to financial impacts
- Utilized financial tools/resources created prior to COVID-19 to minimize impact
- FY 2021 (current year)
  - No tax rate increase
  - Adjustments included unfunded vacancies, deferred pay-go spending (streets and public safety capital), deferred opening new amenities and capital projects

### • FY 2022 (begins Sep 1, 2021)

- No tax rate increase for second year
- Lower taxes for Over 65 and Disabled
- Phased-in approach to restoring adjustments made in current year



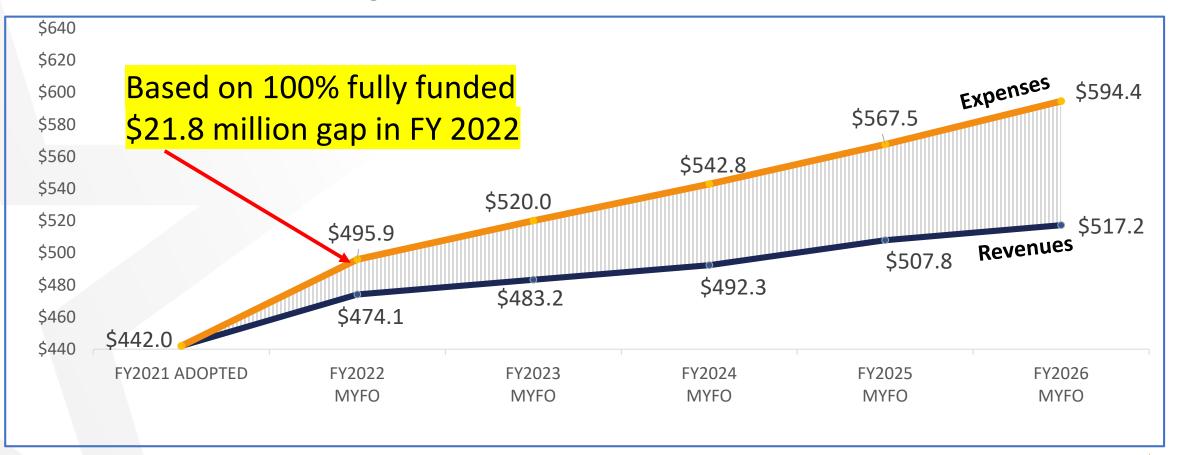
## **Budget Update Presentations**

- Cost Drivers, Fixed Costs, Contractual Obligations
- State legislation impacting revenue
- Historical tax rate & budget challenges
- Financial Quarterly Reports
- Five-Year Forecast (FY 2022 FY 2026)
- Quality of Life phased-in services
- Strategies to minimize tax rate impact
- Capital Projects





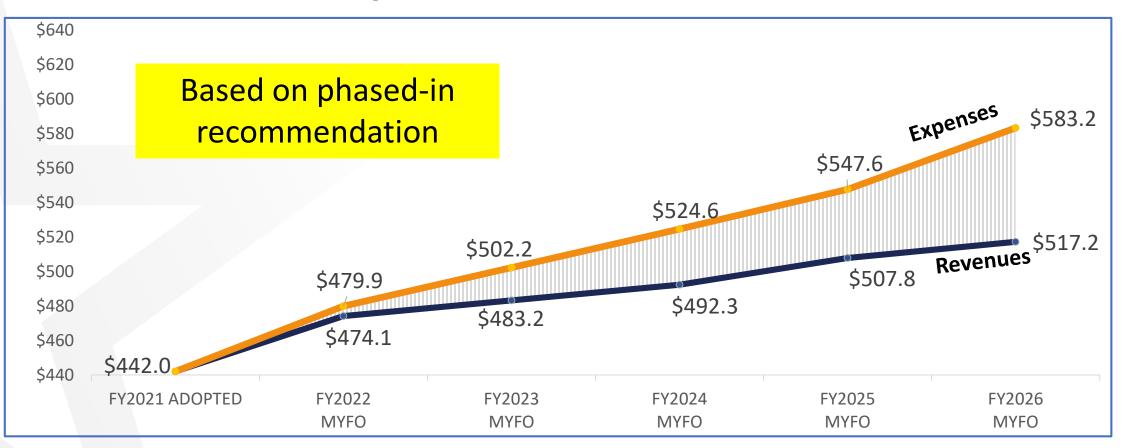
### **General Fund Five-Year Outlook** Presented February 15, 2021







### **General Fund Five-Year Outlook** Presented February 15, 2021







## Closing the Gap - Balancing the FY 2022 Budget



- Not financially feasible, nor recommended, to restore 100% to pre-COVID plus annual increases in contractual and committed obligations
- Instead we have been presenting/recommending
  - No tax rate increase for second consecutive year
  - Making priorities a priority and keeping our promises: public safety and streets
  - Phased-in restoration of FY 2021 adjustments (deferred pay-go, unfunded vacancies, parks museums, libraries, and zoo services)
  - Investing in the workforce compensation, healthcare, training/professional development
  - Focusing on long-term financial sustainability



## Long-term Financial Sustainability



- Strategies to address future projected imbalances (costs rising faster than revenues)
- Increasing fund balance (reserves) and budget stabilization
- Utilizing debt refinancing opportunities to generate savings and minimize tax rate impact
- Achieving quality and performance excellence through organizational focus on continuous improvement
- Strategic usage of new Economic Development funding
- Create and implement a plan to address unfunded pension (police, fire, and City employees)





### FY 2022 Preliminary Budget Highlights

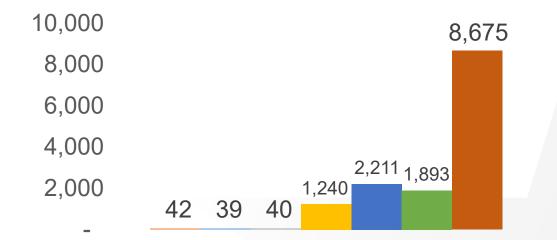
- Chime In! Results
- Public Safety
- Streets
- Quality of Life
- Community Health
- Workforce

9



### Top priorities identified:

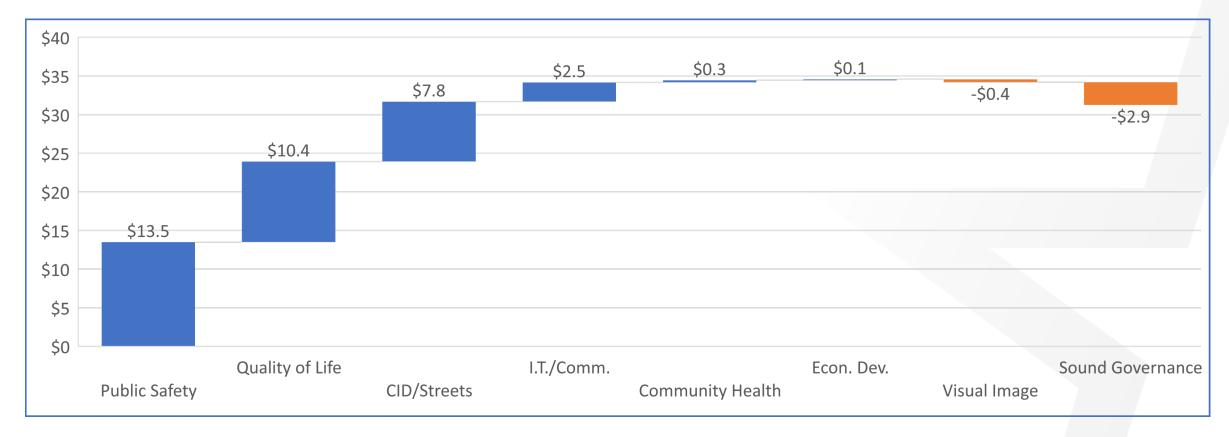
- Streets
- Public Safety
- Community Health
- Quality of Life services: Cultural Programming & Parks



- 8,600+ COMMUNITY responses
- Despite 100% online survey, participation was the highest to date
- Media, social media, 311 App, Digital Signage, QR Code









# **Investing In Our Priorities**

### **Preliminary General Fund Expenses**



Strategic Goal	FY 2020 BUDGET	FY 2021 BUDGET	FY 2022 PRELIMINARY	FY 2021 / FY 2022 \$ Variance	FY 2021 / FY 2022 % Variance
Economic Development	1,914,207	1,826,045	1,961,689	135,644	7.4%
Public Safety	269,925,210	277,071,145	290,553,847	13,482,702	4.9%
Visual Image	7,725,084	7,343,043	6,950,879	(392,163)	-5.3%
Quality of Life	55,442,603	42,734,506	53,171,357	10,436,851	24.4%
I.T. /Comm	19,858,231	18,953,219	21,442,986	2,489,767	13.1%
Sound Governance	44,213,129	44,768,429	41,827,543	(2,940,886)	-6.6%
Infrastructure	50,794,322	41,792,085	49,555,175	7,763,090	18.6%
Community Health	8,072,146	7,496,849	7,754,668	257,820	3.4%
Total Expenditures	\$457,944,931	\$441,985,321	\$473,218,145	\$31,232,825	7.1%

\*FY 2022 Preliminary Budget is subject to change during the budget process



## FY 2022 Budget Highlights – Public Safety

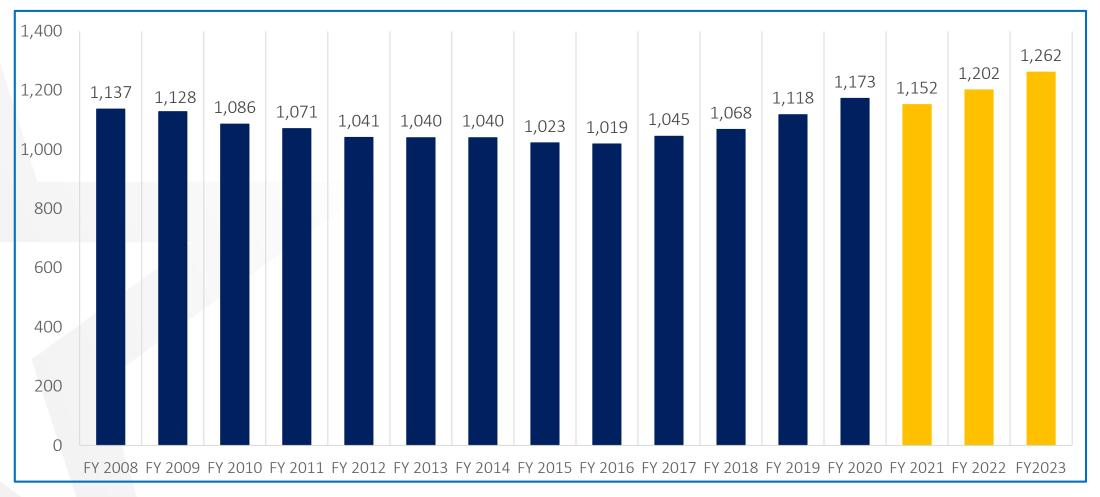


- Collective bargaining impacts for public safety
- Two police academies (only one budgeted in current year)
- Three fire academies (only one budgeted in current year)
- 911 communication staffing 7 new positions
- \$1.2M increase for Crisis Intervention Team
- \$7.8M increase for Public Safety capital replacement (set-aside funds)
- \$404K increase for data storage for body cameras (City match for potential grants)



## **Police Uniformed Staffing**





Net 30 plan started in FY 2016 – net increase of 300 officers in 10 years. FY 2022 includes funding to stay on this plan



## FY 2022 Budget Highlights – Streets



- \$4.8M increase in residential street project funding (set-aside funds)
- \$500K increase for ADA on-demand request funding
- \$250K in Neighborhood Traffic Management Plan funding
- \$1.8M increase for Vision Zero intersection safety



# FY 2022 Budget Highlights – Quality of Life



- \$10.7M increase for Quality of Life services and operating costs for new bond projects
- \$1.5M for sports complex facility maintenance;
- \$500K increase for an automated irrigation pilot project
- \$434K for Winterfest



## FY 2022 Budget Highlights - Quality of Life

#### 30 facilities have been re-opened and 6 new ones opened for first time:

- 8 Recreation/Community Centers
- 10 Sprayparks/Splashpads
- 1 Sports Center
- 7 pools
- 7 Libraries
- 2 Museums
- Zoo

#### FY 2022 Budget activates 32 more facilities:

- 8 more Recreation Centers
- 5 more aquatics facilities
- 7 Library Branches
- All Senior Centers
- El Paso Museum of Archaeology
- Reactivation will depend on ability to staff in a challenging and competitive hiring environment and continued guidance from Department of Public Health



#### 7 facilities will remain closed due to upcoming renovations or continuity of emergency operations

## FY 2022 Budget Highlights - Community Health



Continue to leverage federal, state and local dollars to address health needs for our community:

- \$154M from the American Rescue Plan Act to address COVID-19 response, negative economic impacts of COVID-19, and water/sewer infrastructure
- \$7.2M CDC grant awarded to address health equity for those vulnerable populations impacted by COVID-19
- \$1.2M Health and Human Services grant awarded to increase access to COVID-19 vaccinations, including education and outreach



## FY 2022 Budget Highlights - Workforce



- Compensation minimum 1.5%
- Implementation of internal equity adjustments
- No healthcare cost increase for civilian employees
- Funding Shape-it-Up wellness program up to \$1,800 annually
- Funding Health Savings Account \$500 to \$1,000 annually (for Consumer Driven Healthcare Plan participants)



## FY 2022 Budget Highlights - Workforce



- Funding training and professional development
- Phased-in funding for vacant positions (previously unfunded)
- New incentives for difficult specialized positions that are difficult to recruit and retain
  - Commercial Drivers License Incentive
  - Centralized internal services Governmental Accounting





### FY 2022 Preliminary General Fund Revenue

- Revenue by category
- Property tax information
- Sales tax information

21

273

## **Preliminary General Fund Revenue**



Category	FY 2020 BUDGET	FY 2021 BUDGET	FY 2022 PRELIMINARY	FY 2021 / FY 2022 \$ Variance	FY 2021 / FY 2022 % Variance
Property Taxes	214,383,503	226,894,834	232,916,636	6,021,802	2.7%
Sales Taxes	97,069,368	82,572,139	105,957,017	23,384,878	28.3%
Franchise Fees	52,718,813	45,465,495	49,750,000	4,284,505	9.4%
Charges for Services	33,691,955	31,428,624	28,651,083	(2,777,541)	-8.8%
Fines and Forfeitures	8,692,126	4,950,740	5,653,301	702,561	14.2%
Licenses and Permits	13,414,986	10,640,778	12,743,122	2,102,344	19.8%
Intergovernmental Revenues	984,329	984,329	1,168,809	184,480	18.7%
Interest	500,000	100,000	125,000	25,000	25.0%
Rents and Other	2,821,945	2,793,181	2,236,970	(556,211)	-19.9%
Other Sources (Uses)	33,667,906	4,983,408	5,321,175	337,767	6.8%
Operating Transfers In	-	31,171,793	28,695,033	(2,476,760)	-7.9%
Total Revenues	\$457,944,931	\$441,985,321	\$473,218,145	\$31,232,825	7.1%

- Property taxes assumes 4.3% increase in taxable values
- Sales taxes assumes 2.5% increase over current year projection. Current year is up 7.9% through first six months.
- Franchise fees to align with El Paso Electric and Telecom. actuals
- Charges for Services decrease in Indirect Costs based on Maximus study
- Rents and Other to align with Parks dept. facility rental revenue
- Other Sources decrease due to one-time transfer in FY 2021 from bridges cash differential fund



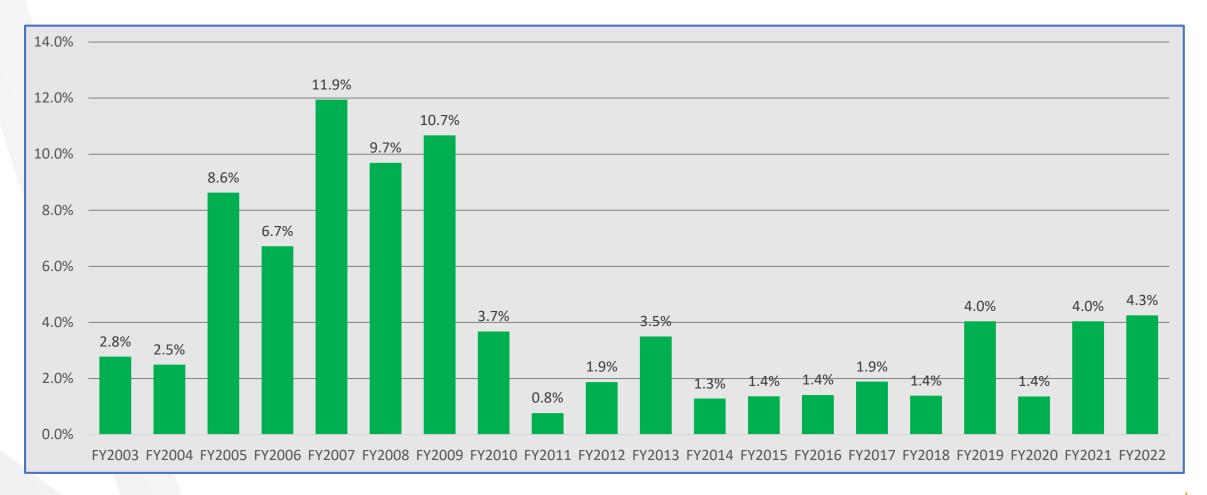


- Net taxable assessed values (certified #'s not received until July 25)
- No tax rate increase for second consecutive year
- Property tax reduction from exemptions (Over 65 and Disabled)
- Texas Property Tax Reform and Transparency Act of 2019 (3.5% cap)
- Capital projects and debt service requirement



### **Taxable Assessed Values**



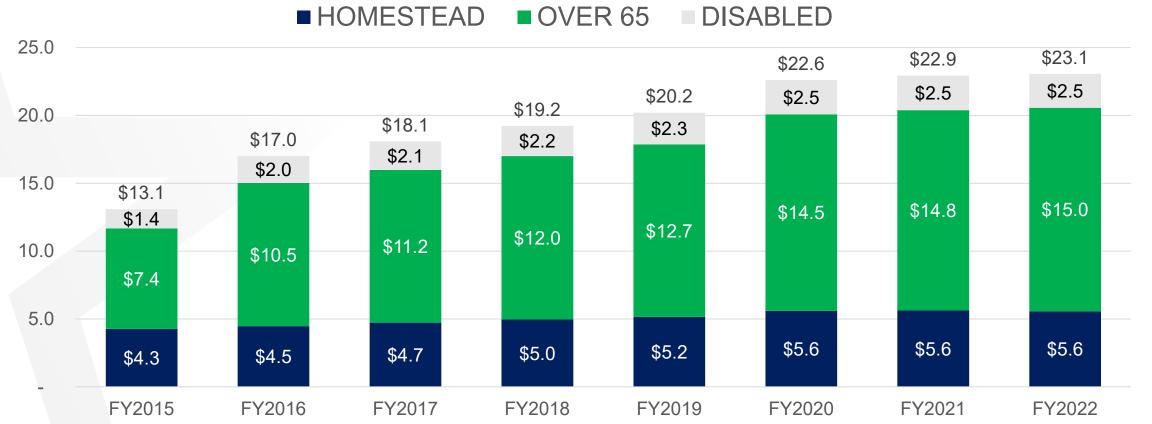


\*FY 2022 is estimated based on preliminary taxable values. Certified appraisal roll will be received July 25



### City Property Tax Decrease (Exemptions) (\$ in millions)



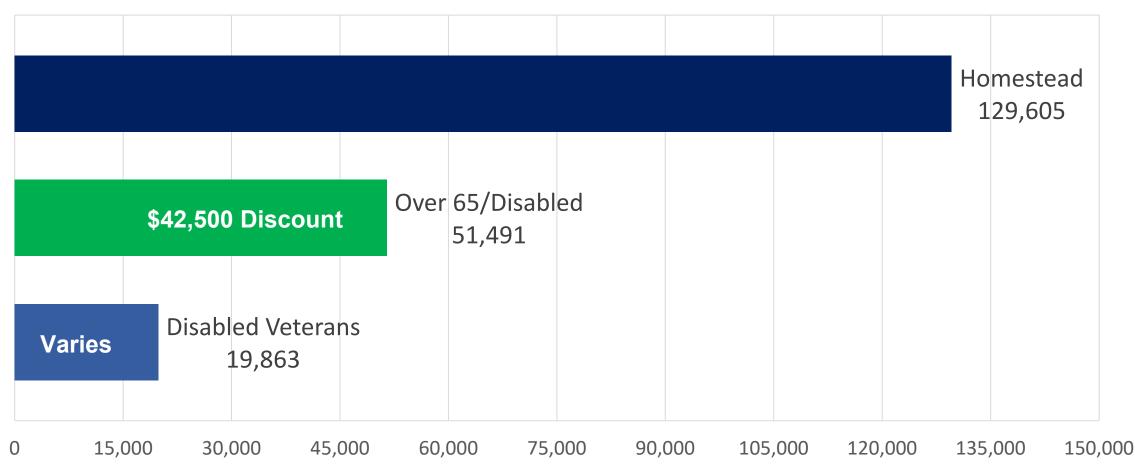


FY2022 includes an increase of \$2,500 for the Over 65 and Disabled Discount



## City Property Tax Decrease (Exemptions)







### Disabled Veterans Property Tax Savings (Exemptions)

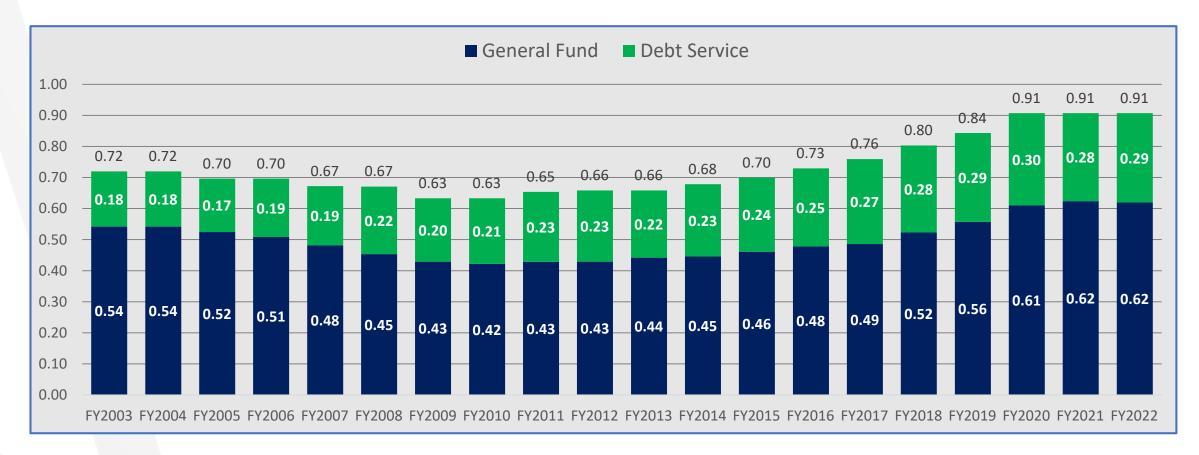






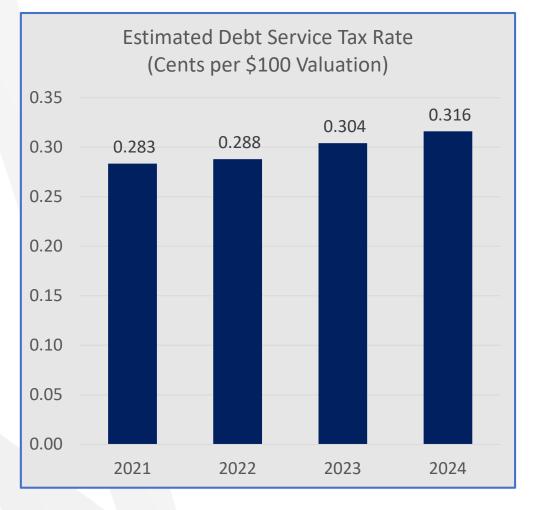
### **Property Tax Rate**





- \*FY 2022 property tax rate:
  - 1) estimated based on preliminary taxable values
  - 2) debt service rate includes a planned issuance for capital projects in 2022
  - 3) debt service rate is well below maximum 40 cents per the policy

### **Debt Service Rate** Capital Project Funding





- Future issuance assumptions
  - Estimated taxable assessed values
  - Future interest rates
  - Size (\$) of issuance to minimize impact on debt service property tax rate
  - Stay below maximum 40 cents on the debt service tax rate (per policy)
  - Does not include savings from potential future refinancing opportunities



Sales Tax

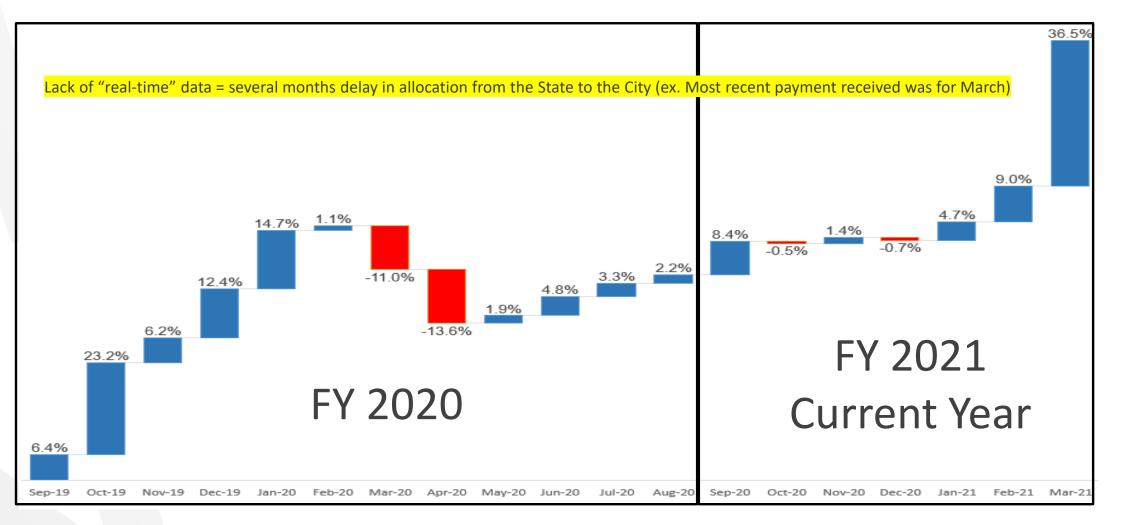


- Last summer's budget estimate was conservative due to uncertainty surrounding COVID-19 impact
  - Financial hardship (high unemployment)
  - "Stay at home" order and timing of business reopenings
  - Decrease in bridge traffic
- Two month lag in allocation from the State presented an additional challenge due to lack of "real-time" data



## **Sales Tax Comparison**











				FY2020 - FY2021	FY2020 - FY2021
MONTH	FY 2019	FY 2020	FY 2021	\$ VARIANCE	% VARIANCE
September	8,016,728	8,531,453	9,249,868	718,415	8.4%
October	6,654,004	8,196,972	8,151,893	(45,079)	-0.5%
November	7,534,722	8,000,613	8,114,935	114,322	1.4%
December	9,823,987	11,043,946	10,970,054	(73,892)	-0.7%
January	6,723,544	7,708,830	8,069,558	360,729	4.7%
February	6,907,203	6,985,854	7,616,442	630,588	9.0%
March	9,033,420	8,039,429	10,975,509	2,936,080	36.5%
April	7,727,934	6,680,305			
May	7,578,589	7,724,896			
June	8,495,973	8,907,540			
July	7,764,926	8,017,974			
August	7,591,264	7,759,741			
Total	\$93,852,294	\$97,597,554	\$63,148,259	\$4,641,162	7.9%





### **FY 2022 Preliminary Budget** Vision Block, Goal, Department

- FY 2022 Preliminary Budget by Fund Source
- General Fund Budget Comparison
- Non-General Fund Budget Comparison
- Departmental Variance Commentary

33

### **FY 2022 Preliminary <u>General Fund</u> Budget** Vibrant Regional Economy

	BUDGET BY VISION BLOCK	FY 2020 (Pre-COVID)	FY 2021 Budget	FY 2022 Budget	Variance
<u> </u>	ECONOMIC DEVELOPMENT	1,914,207	1,826,045	1,961,689	135,644
VIBRANT REGIONA ECONOM	GOAL 1 TOTAL	1,914,207	1,826,045	1,961,689	135,644
	PLANNING AND INSPECTIONS	7,725,084	7,343,043	6,950,879	(392,163)
	GOAL 3 TOTAL	7,725,084	7,343,043	6,950,879	(392,163)
	VISION BLOCK TOTAL	9,639,291	9,169,088	8,912,569	(256,519)

Variance Highlights:

- Economic Development due to compensation and equity adjustments, restoration of an unfunded position
- **Planning & Inspections** reduction is due to aligning with current staffing efficiencies





### **FY 2022 Preliminary General Fund Budget** Safe & Beautiful Neighborhoods

BUDGET BY VISION BLOCK		FY 2020 (Pre-COVID)	FY 2021 Budget	FY 2022 Budget	Variance
	FIRE	117,833,287	119,240,343	123,215,321	3,974,978
	MUNICIPAL COURT	5,208,475	5,193,888	5,346,895	153,008
DS	POLICE	146,883,449	152,636,914	161,991,630	9,354,717
	GOAL 2 TOTAL	269,925,210	277,071,145	290,553,847	13,482,702
RH(	CAPITAL IMPROVEMENT	7,820,987	6,128,199	6,915,552	787,353
) BE, ORH	STREETS AND MAINTENANCE	42,973,335	35,663,886	42,639,623	6,975,737
SAFE AND BEAUTIFL NEIGHBORHOODS	GOAL 7 TOTAL	50,794,322	41,792,085	49,555,175	7,763,090
	COMMUNITY AND HUMAN DEVELOPMENT	1,203,222	911,708	945,421	33,713
	PUBLIC HEALTH	6,868,925	6,585,140	6,809,247	224,107
S/	GOAL 8 TOTAL	8,072,146	7,496,849	7,754,668	257,820
	VISION BLOCK TOTAL	328,791,678	326,360,078	347,863,690	21,503,612

Variance Highlights:

- Fire includes collective bargaining obligations, 3 academies and 7 public safety communicators for a PD Channel and \$5.3M in capital replacement
- Municipal Court includes compensation increases and restoration of unfunded positions
- Police includes collective bargaining obligations, 2 academies, crisis intervention team and vehicle replacement funding of \$2.5M
- Capital Improvement includes compensation increase and restoration of unfunded positions for the public safety capital projects
- Streets & Maintenance includes \$4.8M for residential street resurfacing, \$500K for ADA on-demand, \$1.8M for Vision Zero
- Community Development includes compensation increase and restoration of an unfunded position
- Public Health includes compensation and healthcare increase





### **FY 2022 Preliminary General Fund Budget** Exceptional Recreational, Cultural, & Educational Opportunities

BUDGET BY VISION BLOCK		FY 2020 (Pre-COVID)	FY 2021 Budget	FY 2022 Budget	Variance
PTIOI EATIC IRAL ATIOI	LIBRARY	9,974,698	8,994,799	9,021,338	26,540
	MUSEUM AND CULTURAL AFFAIRS	3,258,108	2,393,440	3,327,737	934,297
	PARKS AND RECREATION	36,733,609	26,115,835	35,558,487	9,442,651
	Z00	5,476,188	5,230,432	5,521,712	291,281
	GOAL 4 TOTAL	55,442,603	42,734,506	53,429,275	10,694,768
<u> </u>	VISION BLOCK TOTAL	55,442,603	42,734,506	53,429,275	10,694,768

Variance Highlights:

- Library increase is due to compensation increases
- Museums includes \$472K for the Children's Museum Stipend, compensation increases and restoration of unfunded positions
- **Parks** includes general fund portion of the waterparks, Sports Complex maintenance, additional Parkland Management crews, increase in water and restoration of unfunded vacancies.
- Zoo includes compensation increases and restoration of unfunded vacancies





FY 2022 Preliminary General Fund Budget

### High Performing Government

	BUDGET BY VISION BLOCK	FY 2020 (Pre-COVID)	FY 2021 Budget	FY 2022 Budget	Variance
TNE	INFORMATION TECHNOLOGY	19,858,231	18,953,219	21,442,986	2,489,767
ERNMENT	GOAL 5 TOTAL	19,858,231	18,953,219	21,442,986	2,489,767
ER	CITY ATTORNEY	4,325,277	3,845,153	4,593,071	747,918
GOVI	CITY CLERK	947,838	1,293,756	778,110	(515,646)
	CITY MANAGER/AUDIT/BUDGET/PIO/PERF.OFFICE	3,691,939	3,684,302	3,785,324	101,022
-ORMING	HUMAN RESOURCES	2,404,678	2,184,186	2,577,080	392,895
Σ	MAYOR AND COUNCIL	1,340,551	1,592,657	1,669,697	77,039
IO I	NONDEPARTMENTAL	26,907,642	27,922,585	23,452,826	(4,469,759)
PERI	OFFICE OF THE COMPTROLLER	2,881,384	2,711,287	2,969,707	258,419
	PURCHASING	1,713,819	1,534,502	1,743,811	209,309
НСН	GOAL 6 TOTAL	44,213,129	44,768,429	41,569,626	(3,198,803)
	VISION BLOCK TOTAL	64,071,360	63,721,648	63,012,612	(709,036)

Variance Highlights:

- IT includes software licenses and maintenances
- **City Attorney** due to compensation increases and restoration of unfunded positions
- City Clerk reduction is due to removal of election funding
- **City Manager** includes restoration of unfunded vacancy in Performance Office and citywide compensation increases for civilian employees

- HR centralized training transferred from ESD and Performance Office
- Mayor/Council includes compensation increases
- Non-Departmental reduction of \$2.8M for the budget stabilization fund and one-time credit in outside legal counsel
- Comptroller includes compensation increases and incentive for centralized services
- Purchasing includes compensation increases and restoration of unfunded positions





## FY 2022 Preliminary <u>Non-General Fund</u> Budget Vibrant Regional Economy

	BUDGET BY VISION BLOCK	FY 2020 (Pre-COVID)	FY 2021 Budget	FY 2022 Budget	Variance
	AVIATION	64,047,890	52,093,848	54,710,596	2,616,748
AN	DESTINATION EL PASO	17,462,121	13,185,415	19,474,944	6,289,529
Ū≽	ECONOMIC DEVELOPMENT	18,886,783	14,043,408	26,062,421	12,019,013
	INTERNATIONAL BRIDGES	24,078,203	23,770,246	21,850,856	(1,919,390)
L Z	GOAL 1 TOTAL	124,474,997	103,092,918	122,098,817	19,005,899
ANT REGIONAL ECONOMY	PLANNING AND INSPECTIONS	-	-	1,019,567	1,019,567
VIBRAN EC	GOAL 3 TOTAL	-	-	1,019,567	1,019,567
>	VISION BLOCK TOTAL	124,474,997	103,092,918	123,118,384	20,025,466

- Aviation includes increase of indirect cost, capital equipment and uniform personnel costs
- Destination El Paso includes increase of \$3.4M for waterparks and increase in overall operations
- Economic Development includes \$5.3M for Texas Economic Development Fund, State Sales Tax Rebate, TIRZ, El Paso Electric Impact and Auxiliary Fund
- International Bridges reduction is due to a one-time transfer in FY 2021
- Planning & Inspections includes the transfer of Property Maintenance and Zoning from ESD





### FY 2022 Preliminary <u>Non-General Fund</u> Budget Safe & Beautiful Neighborhoods

	BUDGET BY VISION BLOCK	FY 2020 (Pre-COVID)	FY 2021 Budget	FY 2022 Budget	Variance
	FIRE	5,975,536	2,792,652	7,872,653	5,080,001
	MUNICIPAL COURT	965,241	655,389	686,264	30,874
	POLICE	10,724,268	12,792,015	15,033,557	2,241,542
TIFUL	GOAL 2 TOTAL	17,665,045	16,240,057	23,592,474	7,352,417
EÖ	CAPITAL IMPROVEMENT DEPARTMENT	1,581,289	80,443	78,724	(1,718)
N N N	STREETS AND MAINTENANCE	32,034,142	26,240,655	32,512,790	6,272,134
BE	SUN METRO	72,105,151	70,938,230	73,978,151	3,039,921
LE AND BEAUTIFU NEIGHBORHOODS	GOAL 7 TOTAL	105,720,582	97,259,328	106,569,665	9,310,337
A G	ANIMAL SERVICES	9,370,129	8,859,029	9,024,999	165,971
SAFE NEI	COMMUNITY AND HUMAN DEVELOPMENT	12,421,447	12,799,122	12,787,098	(12,024)
N AS	ENVIRONMENTAL SERVICES	98,907,000	86,192,081	92,663,246	6,471,165
	PUBLIC HEALTH	10,202,788	11,053,483	11,053,537	53
	GOAL 8 TOTAL	130,901,363	118,903,715	125,528,880	6,625,165
	VISION BLOCK TOTAL	254,286,990	232,403,100	255,691,019	23,287,919

- Fire includes \$2.7M in vehicle replacement funding and \$2.4M in portable radio replacement; elimination of funding for Medicare Waiver Immunization program
- Police includes \$2.5 for vehicle replacement funding and removal of indirect costs for Code Enforcement
- Streets & Maintenance includes \$4.8M for residential street resurfacing and \$500K for ADA on-demand
- Sun Metro includes increase for capital replacement of 12 buses
- Animal Services increase is due to compensation increases and unfunded vacancies
- Environmental Services is due to the complete renovation of Doniphan Citizen Collection Site improvements, compensation increases and staffing increases





### **FY 2022 Preliminary <u>Non-General Fund</u> Budget** Exceptional Recreational, Cultural, & Educational Opportunities

	BUDGET BY VISION BLOCK	FY 2020 (Pre-COVID)	FY 2021 Budget	FY 2022 Budget	Variance
، م نہ ا	LIBRARY	245,000	213,103	142,875	(70,228)
ONAL IONAL L ANE ONAL	MUSEUM AND CULTURAL AFFAIRS	2,066,257	1,334,709	1,264,104	(70,605)
	PARKS AND RECREATION	2,058,185	1,993,200	2,205,000	211,800
	ZOO	2,733,659	2,261,246	2,273,562	12,315
EXCEPT RECREA CULTUR EDUCAT	GOAL 4 TOTAL	7,103,101	5,802,258	5,885,541	83,282
	VISION BLOCK TOTAL	7,103,101	5,802,258	5,885,541	83,282

- Library reduction is to align the Passport program with actuals
- Museums reduction due the Art Museum store closure and increase in HOT programming
- Parks due to park mowing and litter control contracts (environmental fee)
- **Zoo** includes increase for compensation increases





	BUDGET BY VISION BLOCK	FY 2020 (Pre-COVID)	FY 2021 Budget	FY 2022 Budget	Variance
U	CITYATTORNEY	74,752	72,425	80,280	7,855
PERFORMING VERNMENT	HUMAN RESOURCES	66,635,047	67,912,919	67,939,133	26,215
AEN MEN	MAYOR AND COUNCIL	80,000	80,000	80,000	0
SNN NNN	NONDEPARTMENTAL	133,902,827	131,079,228	138,527,372	7,448,144
PEF VEF	OFFICE OF THE COMPTROLLER	115,000	70,000	71,789	1,789
T T Ó	ТАХ	2,225,267	2,176,237	2,330,540	154,303
HIG U	GOAL 6 TOTAL	203,032,893	201,390,809	209,029,114	7,638,305
	VISION BLOCK TOTAL	203,032,893	201,390,809	209,029,114	7,638,305

- Non-Departmental increase of debt service payments (includes planned 2022 issuance) and increase TIRZ transfers
- **Tax** includes compensation increases and restoration of unfunded vacancies



## **Capital Projects**

- Series 2021 (CO & GO Update)
- 2019 Public Safety Bond
- 2017 2020 Capital Plans



## **Capital Projects – Remaining Authorization**



CIP	Issued (inc. 2021 Series)	Remaining Authorization	% Remaining To Be Issued	Total
2012 Street CIP	203,280,409	0	0%	203,280,409
2017 CIP	61,000,000	10,500,000	14.7%	71,500,000
2018 CIP	65,000,000	26,267,148	28.8%	91,267,148
2019 CIP	52,000,000	60,080,000	53.6%	112,080,000
2020 CIP	15,000,000	31,026,015	67.4%	46,026,015
2019 Public Safety	83,297,200	329,825,450	79.8%	413,122,650
2012 Quality of Life	344,794,364	128,455,636	27.1%	473,250,000
Total	\$824,371,973	\$586,154,249	41.6%	\$1,410,526,222



## FY 2022 Planned Capital Funding



- Interest rates are still low
- Gets projects back on track (Any additional deferment will increase project costs)
- Series 2022 Bond ordinances to be brought forward as part of budget process
- Issuance amount will be structured based on property value growth (to minimize impact to overall tax rate)

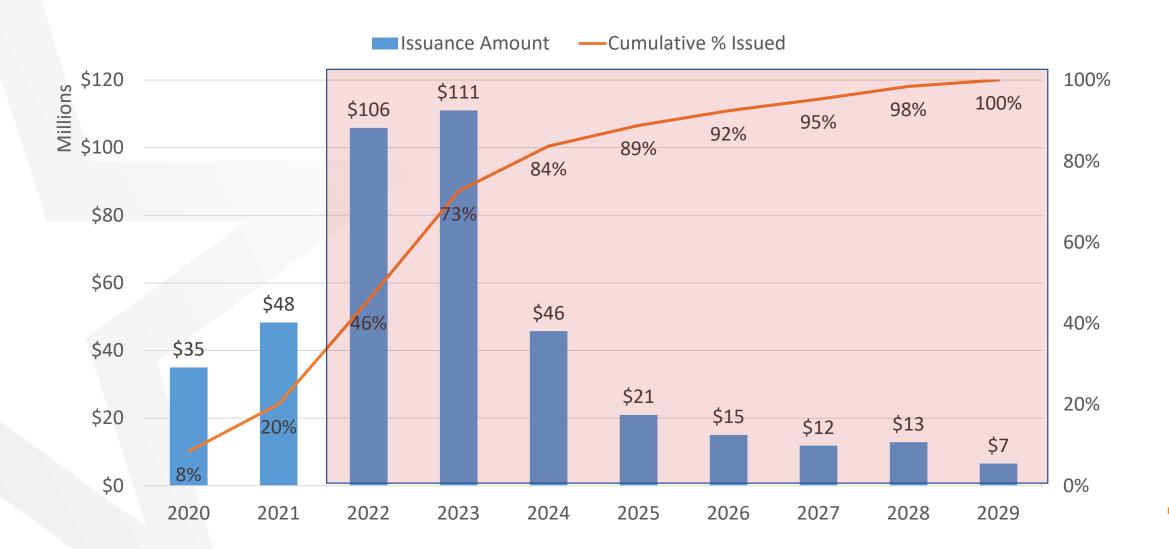
CIP	Preliminary Amount
2017 CIP	\$10.5 million
2018 CIP	\$26.3 million
2019 CIP	\$23.4 million
2020 CIP	\$15.0 million
2019 Public Safety Bond	\$105.8 million
Total	\$181.0 million



## 2019 Public Safety Bond Rollout - \$413.1M

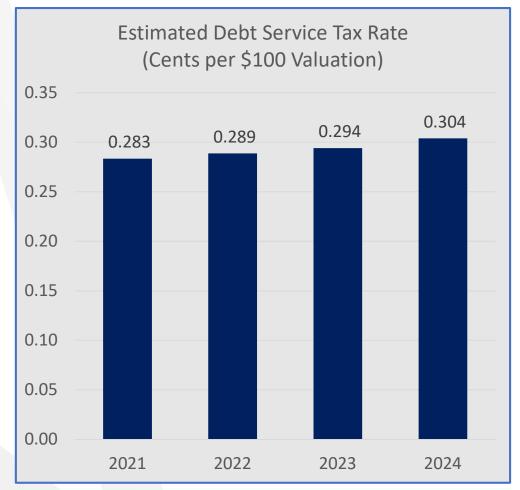


297



## **Financial Sustainability Planning** Debt Service Tax Rate Outlook



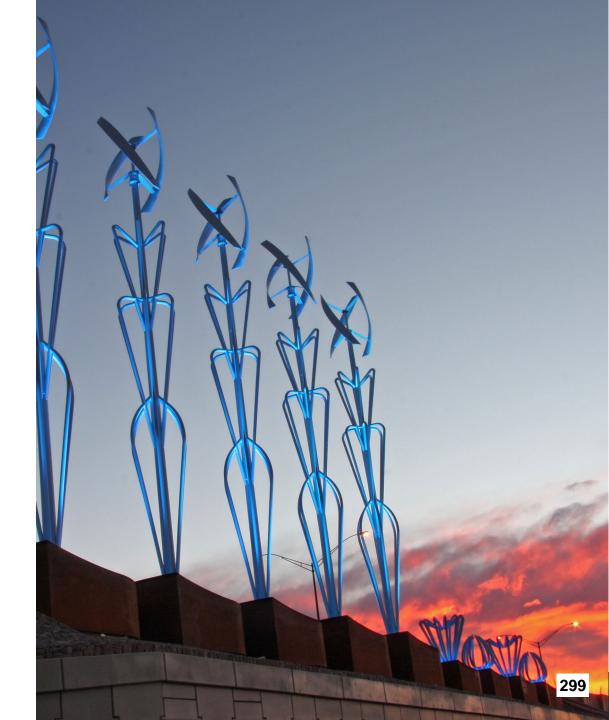


- Recent refinancing <u>savings of \$11.4 million equates to</u> <u>3.2 pennies on the tax rate</u> (savings structured to provide savings over five years)
- Future issuance assumptions
  - Estimated taxable assessed values
  - Future interest rates
  - Size (\$) of issuance to minimize impact on debt service property tax rate
  - Stay below maximum 40 cents on the debt service tax rate (per policy)
  - Does not include savings from potential future refinancing opportunities



## Budget Calendar

- Public Hearings
- Special Council Meetings
- Budget/Tax Rate Adoption





- Late May City receives 2<sup>nd</sup> updated preliminary tax roll from CAD
- June 8 Presentation and recommendation on Over 65/Disabled exemptions
- June 22 Presentation and recommendation on Over 65/Disabled exemptions
- July 6-8 Budget Work Sessions
- July 25 Receive Certified Tax Roll from Central Appraisal District
- July 29 Present Certified Tax Roll and Ordinance Introducing Tax Rate
- August 10 Public Hearing on Tax Rate
- August 24 Adopt FY 2022 Budget and Tax Rate



### VISION

### MISSION

Deliver exceptional services to support a high quality of life and place for our community Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Integrity, Respect, Excellence, Accountability, People





	BUDGET BY SOURCE OF FUNDS	GENERAL GOVERNMENT	COMMUNITY DEVELOPMENT BLOCK GRANTS	DEBT SERVICE	CAPITAL PROJECTS	SPECIAL REVENUE	ENTERPRISE	INTERNAL SERVICE	ALL FUNDS
	AVIATION	-	-	-	-	-	54,710,596	-	54,710,596
A A	DESTINATION EL PASO	-	-	-	3,059,145	16,415,799	-	-	19,474,944
⊇≻	ECONOMIC DEVELOPMENT	1,961,689	-	-	-	26,062,421	-	-	28,024,110
U D D	INTERNATIONAL BRIDGES	-	-	-	-	-	21,850,856	-	21,850,856
NO NO	GOAL 1 TOTAL	1,961,689	-	-	3,059,145	42,478,220	76,561,452	-	124,060,506
VIBRANT REGION ECONOMY	PLANNING AND INSPECTIONS	6,950,879	-	-	-	1,019,567	-	-	7,970,447
IBF	GOAL 3 TOTAL	6,950,879	-	-	-	1,019,567	-	-	7,970,447
>		8,912,569	-	-	3,059,145	43,497,787	76,561,452	-	132,030,953



E	BUDGET BY SOURCE OF FUNDS	GENERAL GOVERNMENT	COMMUNITY DEVELOPMENT BLOCK GRANTS	DEBT SERVICE	CAPITAL PROJECTS	SPECIAL REVENUE	ENTERPRISE	INTERNAL SERVICE	ALL FUNDS
S	FIRE	123,215,321	-	-	5,300,000	2,572,653	-	-	131,087,974
	MUNICIPAL COURT	5,346,895	-	-	-	686,264	-	-	6,033,159
SHO	POLICE	161,991,630	-	-	2,500,000	12,533,557	-	-	177,025,187
BOF	GOAL 2 TOTAL	290,553,847	-	-	7,800,000	15,792,474	-	-	314,146,321
IIGHI	CAPITAL IMPROVEMENT	6,915,552	-	-	-	78,724	_	_	6,994,276
II Z	STREETS AND MAINTENANCE	42,639,623	-	-	500,000	14,499,180	-	17,513,610	75,152,413
٦L	SUN METRO	-	-	-	-	-	73,978,151	-	73,978,151
	GOAL 7 TOTAL	49,555,175	-	-	500,000	14,577,904	73,978,151	17,513,610	156,124,840
EAU	ANIMAL SERVICES	-	-	-	-	9,024,999	-	-	9,024,999
) BE	COMMUNITY AND HUMAN DEVELOPMENT	945,421	12,302,668	-	-	484,430	-	-	13,732,520
FEAND	ENVIRONMENTAL SERVICES	-	-	-	-	3,808,911	88,854,335	-	92,663,246
	PUBLIC HEALTH	6,809,247	-	-	-	11,053,537	-	-	17,862,784
SAI	GOAL 8 TOTAL	7,754,668	12,302,668	-	-	24,371,877	88,854,335	-	133,283,549
		347,863,690	12,302,668	-	8,300,000	54,742,255	162,832,486	17,513,610	603,554,709





### **FY 2022 Preliminary Budget by Fund Type** Exceptional Recreational, Cultural, & Educational Opportunities

BUDGET BY SOURCE OF FUNDS		GENERAL GOVERNMENT	COMMUNITY DEVELOPMENT BLOCK GRANTS	DEBT SERVICE	CAPITAL PROJECTS	SPECIAL REVENUE	ENTERPRISE	INTERNAL SERVICE	ALL FUNDS
AL, AL, IES	LIBRARY	9,021,338	-	-	-	142,875	-	-	9,164,214
IONAL TIONAL TIONAL TIONAL	MUSEUM AND CULTURAL AFFAIRS	3,327,737	-	-	-	1,264,104	_		4,591,841
	PARKS AND RECREATION	35,558,487	60,000	-	-	2,145,000	-	_	37,763,487
EXCEP1 RECREA CULTUR EDUCA1 OPPORT	zoo	5,521,712	-	-	-	2,273,562	_	_	7,795,274
	GOAL 4 TOTAL	53,429,275	60,000	-	-	5,825,541	-	-	59,314,815
		53,429,275	60,000	-	-	5,825,541	-	-	59,314,815





В	SUDGET BY SOURCE OF FUNDS	GENERAL GOVERNMENT	COMMUNITY DEVELOPMENT BLOCK GRANTS	DEBT SERVICE	CAPITAL PROJECTS	SPECIAL REVENUE	ENTERPRISE	INTERNAL SERVICE	ALL FUNDS
IMENT	INFORMATION TECHNOLOGY	21,442,986	-	-	_	-	-	-	21,442,986
L ∠ Z	GOAL 5 TOTAL	21,442,986	-	-	-	-	-	-	21,442,986
L N	CITYATTORNEY	4,593,071	60,280	-	-	20,000	-	-	4,673,351
OG OG	CITY CLERK	778,110	-	-	-	-	-	-	778,110
0	CITY MANAGER	3,785,324	-	-	-	-	-	-	3,785,324
Z	HUMAN RESOURCES	2,577,080	-	-	-	-	-	67,939,133	70,516,214
N ≥ N	MAYOR AND COUNCIL	1,669,697	-	-	-	80,000	-	-	1,749,697
O U	NONDEPARTMENTAL	23,452,826	-	116,230,091	-	22,297,280	-	-	161,980,198
I IN	OFFICE OF THE COMPTROLLER	2,969,707	-	-	71,789	-	-	-	3,041,496
L L	PURCHASING AND STRATEGIC SOURCING	1,743,811	-	-	-	-	-	-	1,743,811
E E	ТАХ	-	-	-	-	-	2,330,540	-	2,330,540
HIGH	GOAL 6 TOTAL	41,569,626	60,280	116,230,091	71,789	22,397,280	2,330,540	67,939,133	250,598,740
		63,012,612	60,280	116,230,091	71,789	22,397,280	2,330,540	67,939,133	272,041,726





	FY2022 PRELIMINARY	100% FUNDED \$22M Increase
O&M Rate	0.619095	0.677764
Debt Rate	0.288206	0.288206
Total Rate	0.907301	0.965970
No New Revenue Rate O&M (based on Preliminary Values)	0.622158	0.622158
Above or (Below) No New Revenue Rate	(0.49%)	8.94%
Change over FY2021 Adopted	0.000000	0.058669

\*The 8.94% is well above the Voter Approval rate of 3.5% over the No New Revenue Rate.





Legislation Text

#### File #: 21-563, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### District 8

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

#### AGENDA LANGUAGE:

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

An Ordinance changing the zoning of all of Lots 1 through 20, Block 266, and a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approving a Master Zoning Plan. 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: 405 Montana Ave. Applicant: SLI Engineering c/o Georges Halloul, PZRZ21-00001 [POSTPONED FROM 05-25-2021]

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

AGENDA DATE: May 25, 2021 PUBLIC HEARING DATE: June 22, 2021

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

Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 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 all of Lots 1 through 20, Block 266, and a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approving a Master Zoning Plan. 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: 405 Montana Ave.

Applicant: SLI Engineering c/o Georges Halloul, PZRZ21-00001

#### **BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone the subject property from C-1/c/sp (Commercial/conditions/ special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and seeks approval of a Master Zoning Plan for a proposed multi-family complex, which consists of one hundred thirty-six (136) apartment units. City Plan Commission recommended 9-0 to approve the proposed rezoning on April 22, 2021. As of May 18, 2021, staff has received no communication in support nor opposition of the request. See attached staff report for additional information.

#### PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD:

Kevin Smith

nith for

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

#### ORDINANCE NO.\_\_\_\_\_

AN ORDINANCE CHANGING THE ZONING OF ALL OF LOTS 1 THROUGH 20, BLOCK 266, AND A 20 FOOT ALLEY OUT OF BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1/C/SP (COMMERCIAL/CONDITIONS/SPECIAL PERMIT), A-2 (APARTMENTS), AND C-4/SP (COMMERCIAL/SPECIAL PERMIT) TO G-MU (GENERAL MIXED USE) AND APPROVING A MASTER ZONING PLAN. 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, that the zoning of All of Lots 1 through 20, Block 266, and a 20 foot alley out of Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, be changed from C-1/c/sp (Commercial/conditions/special permit), A-2 (apartments), and C-4/sp (Commercial/special permit) to **G-MU** (**General Mixed Use**) and approving a Master Zoning Plan, as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as **Exhibit B** herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly and is incorporated herein by reference for all purposes, more particularly described by the metes and bounds attached as **Exhibit A** and,

The Penalties for violating the standards imposed through this rezoning ordinance are found in Chapter 20.24 of the El Paso City Code.

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

THE CITY OF EL PASO

ATTEST:

Oscar Leeser Mayor

Laura D. Prine, City Clerk

#### **APPROVED AS TO FORM:**

Wendi Vineyard

Assistant City Attorney 21-1007-2705 / 1066613 | WV ORDINANCE NO.

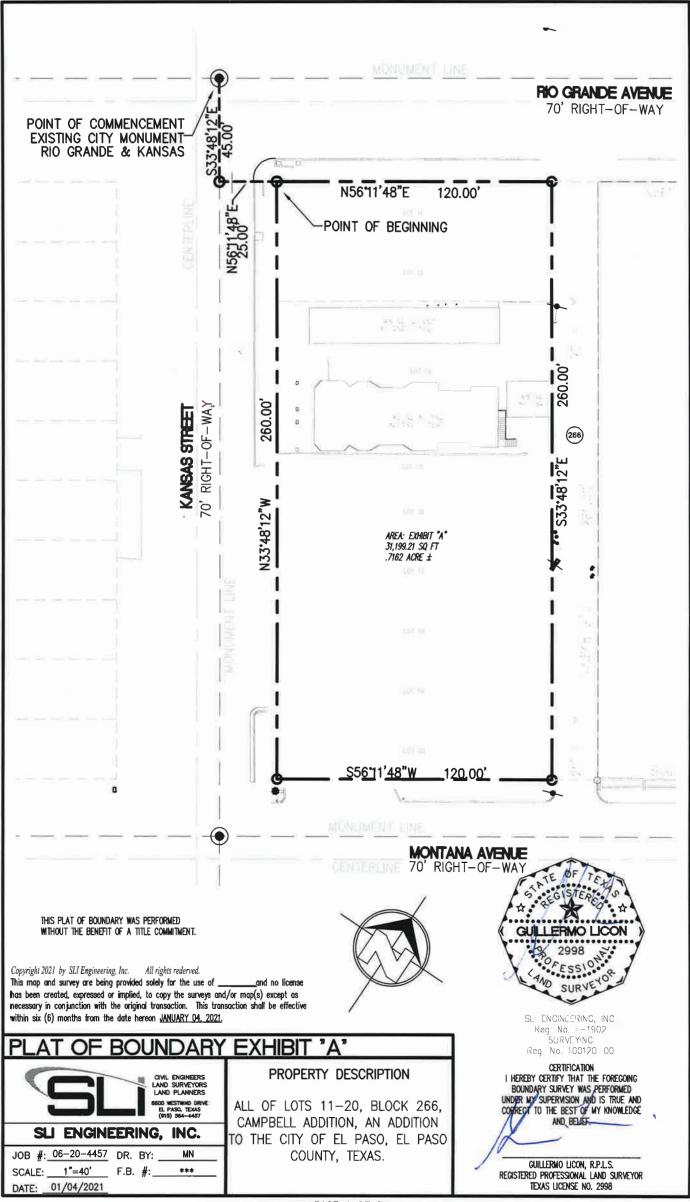
#### **APPROVED AS TO CONTENT:**

Kevin Smith for

Philip F. Etiwe, Director Planning & Inspections Department

405 Montana **PZRZ21-00001 309** 

### **EXHIBIT** A



PAGE 1 OF 2

METES AND BOUNDS DESCRIPTION

LOTS 11-20 EXHIBIT "A"

All of lots 11 through 20, Block 266, CAMPBELL ADDITION, an addition to the City of El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument, 10 foot north and 10 foot east of the centerline intersection of Kansas Street (a 70' right-of-way) and Rio Grande Avenue (a 70' right-of-way) respectively; Thence, South 33' 48' 12" East from said city monument and on the monument line of Kansas Street, a distance of 45.00 feet to a point; Thence, North 56' 11' 48" East, away from said monument line, a distance of 25.00 feet to point for a boundary corner lying on the intersection of the northerly right-of-way line of Kansas Street and the southerly right-of-way of Rio Grande Avenue, said point being the TRUE POINT OF BEGINNING of this boundary description;

THENCE, North 56° 11' 48" East, with said right-of-way line of Rio Grande Avenue (70' right-of-way), a distance of 120.00 feet to a boundary corner lying on the intersection of said right-of-way line and the southerly boundary line of a 20 foot alley;

THENCE, South 33<sup>•</sup> 48' 12" East, with said boundary line of a 20 foot alley, a distance of 260.00 feet to a boundary corner lying on the southerly right-of-way line of Montana Avenue (70' right-of-way);

THENCE, South 56° 11' 48" West, with said right-of-way line Montana Avenue (70' right-of-way) a distance of 120.00 feet to a boundary corner lying on the North-easterly right-of-way line of Kansas Street;

THENCE, North 33° 48' 12" West, with said right—of—way line of Kansas Street (70' right—of—way), a distance of 260.00 feet to the TRUE POINT OF BEGINNING of this boundary description.

Said Parcel of land containing 0.7162 of an acre (31,199.21 s.f.) of land, more or less.

THIS PLAT OF BOUNDARY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

SLI ENGINEERING. INC.

JOB #: 06-20-4457 DR. BY: \_\_\_\_

01/04/21

Copyright 2021 SLI Engineering, Inc. All rights reserved.

2021

DATE:

GUILLEPIMO LICON

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

CERTIFICATION I HEREBY CERTIFY THAT THE FOREGOING PLAT OF BOUIDARY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BEIDEF.

GUILLERMO LICON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS LICENSE NO. 2998

and

- CIVIL ENGINEERS

MN

\*\*\*

This has and survey are being provided solely for the use of **Housing Authority of The City of El Paso (HACEP)** and no

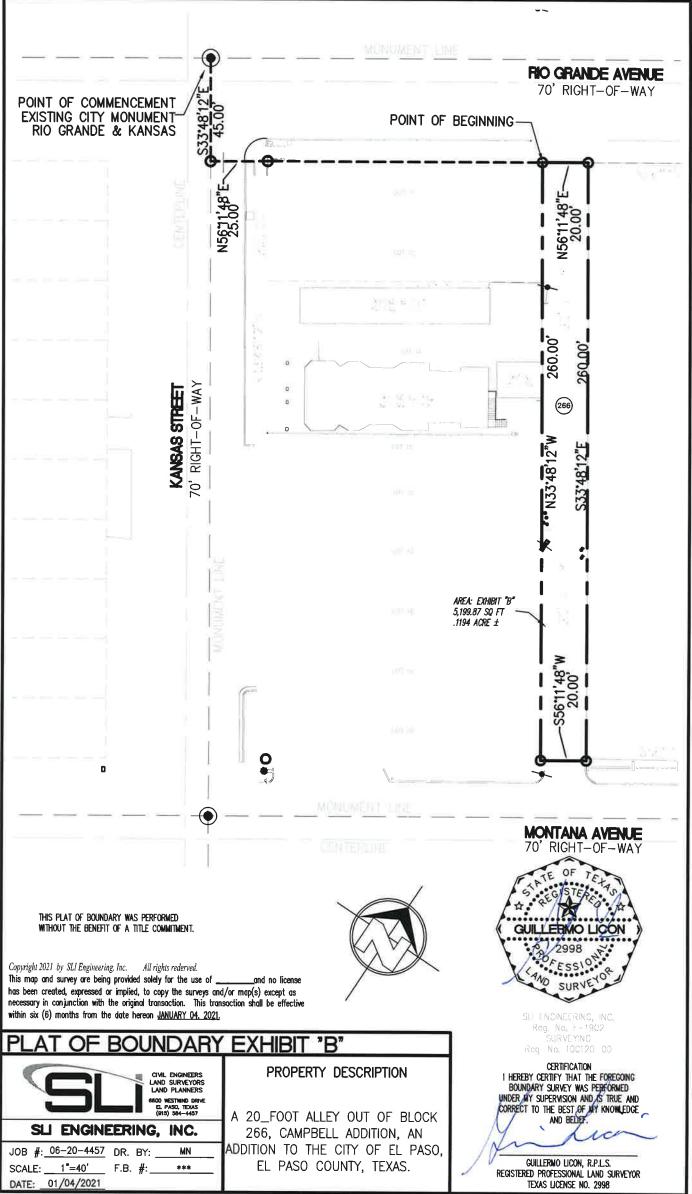
BOUNDARY EXHIBIT

license has been created, expressed or inclied, 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) nonths from the date hereon **JANUARY 04.** 

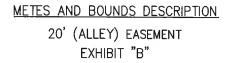
ALL OF LOTS 11–20, BLOCK 266, CAMPBELL ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

"A"

**PROPERTY DESCRIPTION** 



PAGE 1 OF 2



A 20 foot alley out of Block 266, CAMPBELL ADDITION, an addition to the City of El Paso. El Paso County, Texas, and is more particularly described by metes and bounds as follows: Commencing at an existing city monument, 10 foot north and 10 foot east of the centerline intersection of Kansas Street (a 70' right-of-way) and Rio Grande Avenue (a 70' right-of-way) respectively; Thence, South 33' 48' 12" East from said city monument and on the monument line of Kansas Street, a distance of 45.00 feet to a point; Thence, North 56° 11' 48" East, away from said monument line, a distance of 25.00 feet to point lying on the intersection of the northerly right-of-way line of Kansas Street and the southerly right—of—way of Rio Grande Avenue; Thence, North 56° 11' 48" East, a distance of 120.00 feet to a point for a boundary corner, said point being the TRUE POINT OF BEGINNING of this boundary description;

THENCE, North 56' 11' 48" East, with said right-of-way line of Rio Grande Avenue (70' right-of-way), a distance of 20.00 feet to a boundary corner;

THENCE, South 33° 48' 12" East, a distance of 260.00 feet to a boundary corner lying on the northerly right-of-way line of Montana Avenue (70' right-of-way);

THENCE, South 56° 11' 48" West, with said right-of-way line Montana Avenue (70' right-of-way) a distance of 20.00 feet to a boundary corner lying on the North-easterly right-of-way line of Kansas Street (70' right-of-way);

THENCE, North 33' 48' 12" West, with said right-of-way line of Kansas Street (70' right—of—way), a distance of 260.00 feet to the TRUE POINT OF BEGINNING of this boundary description;

Said Parcel of land containing 0.1194 of an acre (5,199.87 s.f.) of land, more or less.

THIS PLAT OF BOUNDARY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

SLI ENGINEERING, INC.

MN

\*\*\*

JOB #: 06-20-4457 DR. BY:

01/04/21

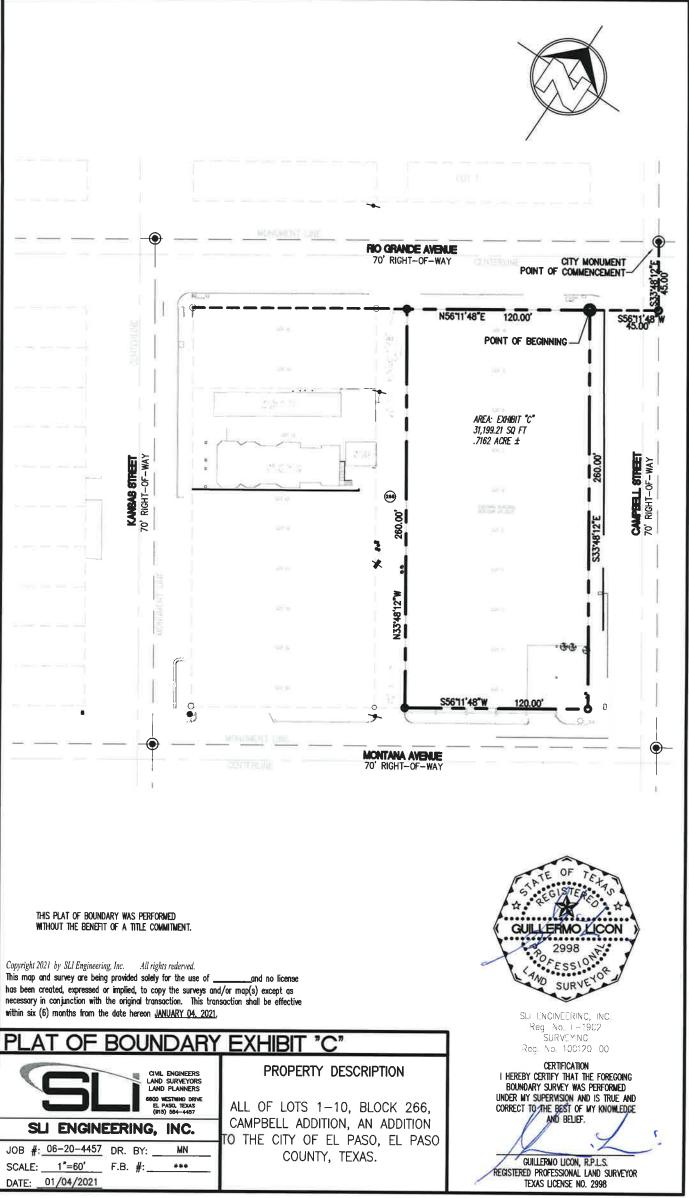
Copyright 2021 SLI Engineering, Inc. All rights reserved.

2021.

DATE:

This map and survey are being provided solely for the use of Housing Authority of The City of El Poso (HACEP), and no SURV license has been created, expressed or inplied 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 dole hereon **JANUARY 04**. SLI ENGINEERING, INC. Reg. No. F-1902 SURVEYING BOUNDARY EXHIBIT "B Reg. No. 100120-00 CERTIFICATION **PROPERTY DESCRIPTION** I HEREBY CERTIFY THAT THE FOREGOING PLAT OF BOUNDARY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND A 20 FOOT ALLEY OUT OF BLOCK Correct to the best of my knowledge AND BELIEF. 266, CAMPBELL ADDITION, AN ADDITION TO THE CITY OF EL PASO, MA lle EL PASO COUNTY, TEXAS. GUILLERMO LICON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS LICENSE NO. 2998

PAGE 2 OF 2



PAGE 1 OF 2

#### METES AND BOUNDS DESCRIPTION

#### LOTS 1-10 EXHIBIT "C"

All of lots 1 through 10, Block 266, CAMPBELL ADDITION, an addition to the City of El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows: Commencing at an existing city monument, 10 foot north and 10 foot east of the centerline intersection of Campbell Street (a 70' right-of-way) and Rio Grande Avenue (a 70' right-of-way); Thence, South 33' 48' 12" East from said city monument and on the monument line of Campbell Street, a distance of 45.00 feet to a point; Thence, South 56" 11' 48" West, away from said monument line, a distance of 45.00 feet to point for a boundary corner lying on the intersection of the southern easterly right-of-way line of Campbell Street and the southerly right-of-way of Rio Grande Avenue, said point being the TRUE POINT OF BEGINNING of this boundary description;

THENCE, South 33° 48' 12" East, with said right-of-way line of Campbell Street (70' right-of-way), a distance of 260.00 feet to a boundary corner lying on the northerly Montana Avenue right of-way and the westerly right-of-way line of Montana Avenue (70' right-of-way);

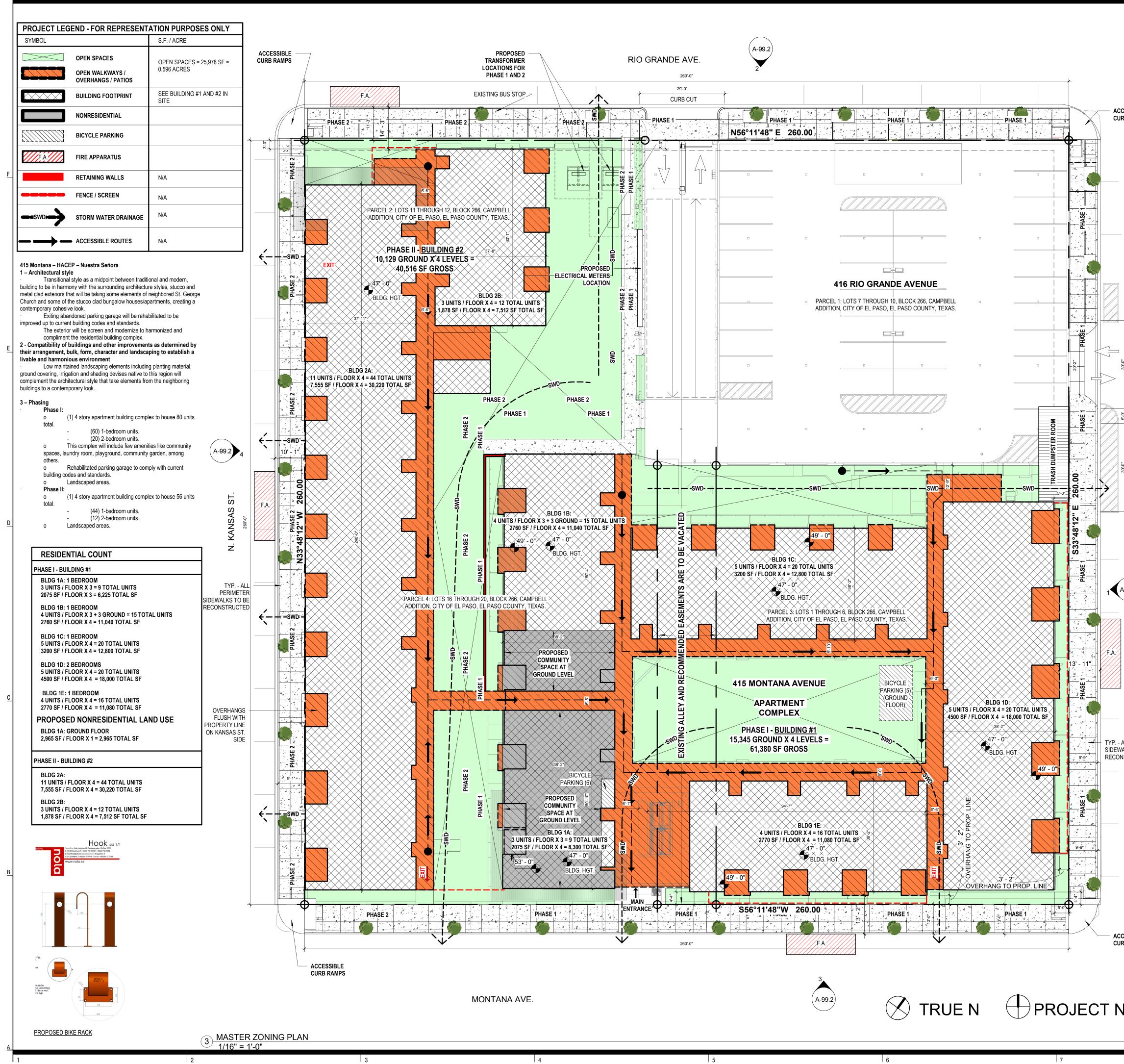
THENCE, South 56° 11' 48" West, with said right-of-way line Montana Avenue (70' right-of-way) a distance of 120.00 feet to a boundary corner lying on the intersection of said right-of-way line and the northerly boundary line of a 20 foot alley;

THENCE, North 33' 48' 12" West, with said boundary line of a 20 foot alley, a distance of 260.00 feet to a boundary corner lying on the southerly right-of-way line of Rio Grande Avenue (70' right-of-way);

THENCE, North 56° 11' 48" E, with said right-of-way line, a distance of 120.00 feet back to the TRUE POINT OF BEGINNING of this boundary description; Said Parcel of land containing 0.7162 of an acre (31,199.21 sq. ft.) of land, more or less.

THIS PLAT OF BOUNDARY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. Copyright 2021 by SLI Engineering, Inc. All rights rederved. This map and survey are being provided solely for the use of 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 SURY within six (6) months from the date hereon JANUARY 04, 2021. SLI ENGINEERING, INC. Reg. No. F-1902 SURVEYING BOUNDARY EXHIBIT Reg. No. 100120-00 CERTIFICATION PROPERTY DESCRIPTION I HEREBY CERTIFY THAT THE FOREGOING PLAT OF BOUNDARY WAS PERFORMED UNDER MY SOPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ALL OF LOTS 1-10, BLOCK 266, TO THE BEST OF WI KNOWLEDGE AND BELLEF CAMPBELL ADDITION, AN ADDITION SLI ENGINEERING, INC. TO THE CITY OF EL PASO, EL PASO JOB #: 06-20-4457 DR. BY: MN COUNTY, TEXAS. Guillermo Licon, R.P.L.S. Registered professional land surveyor Texas License no. 2998 SCALE: \_\_\_\_1"=60' F.B. #: \_\_\_\_\*\*\* 01/04/21 DATE:

PAGE 2 OF 2



4

| 2

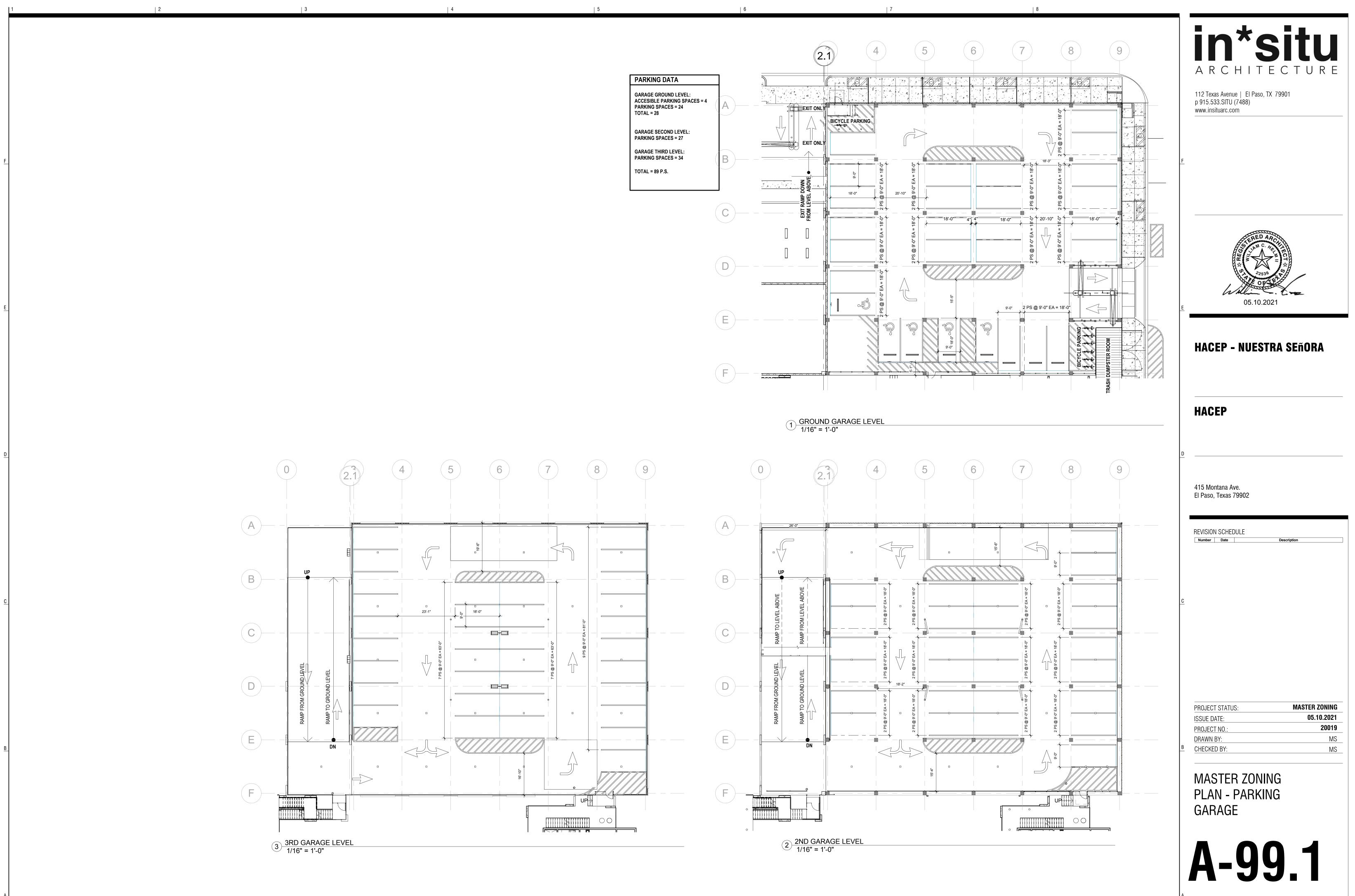
| 3

# **EXHIBIT B**

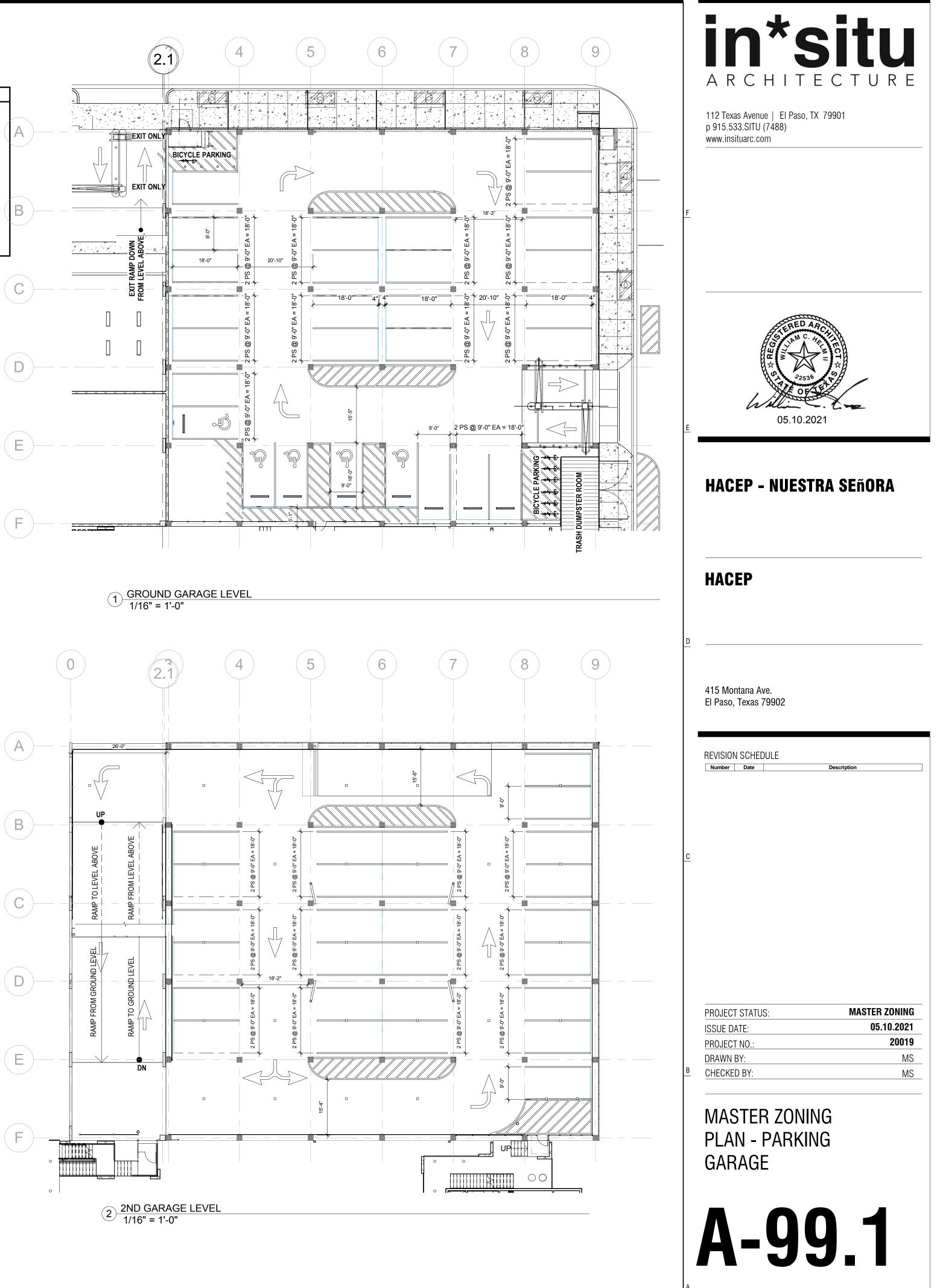
| 7

8

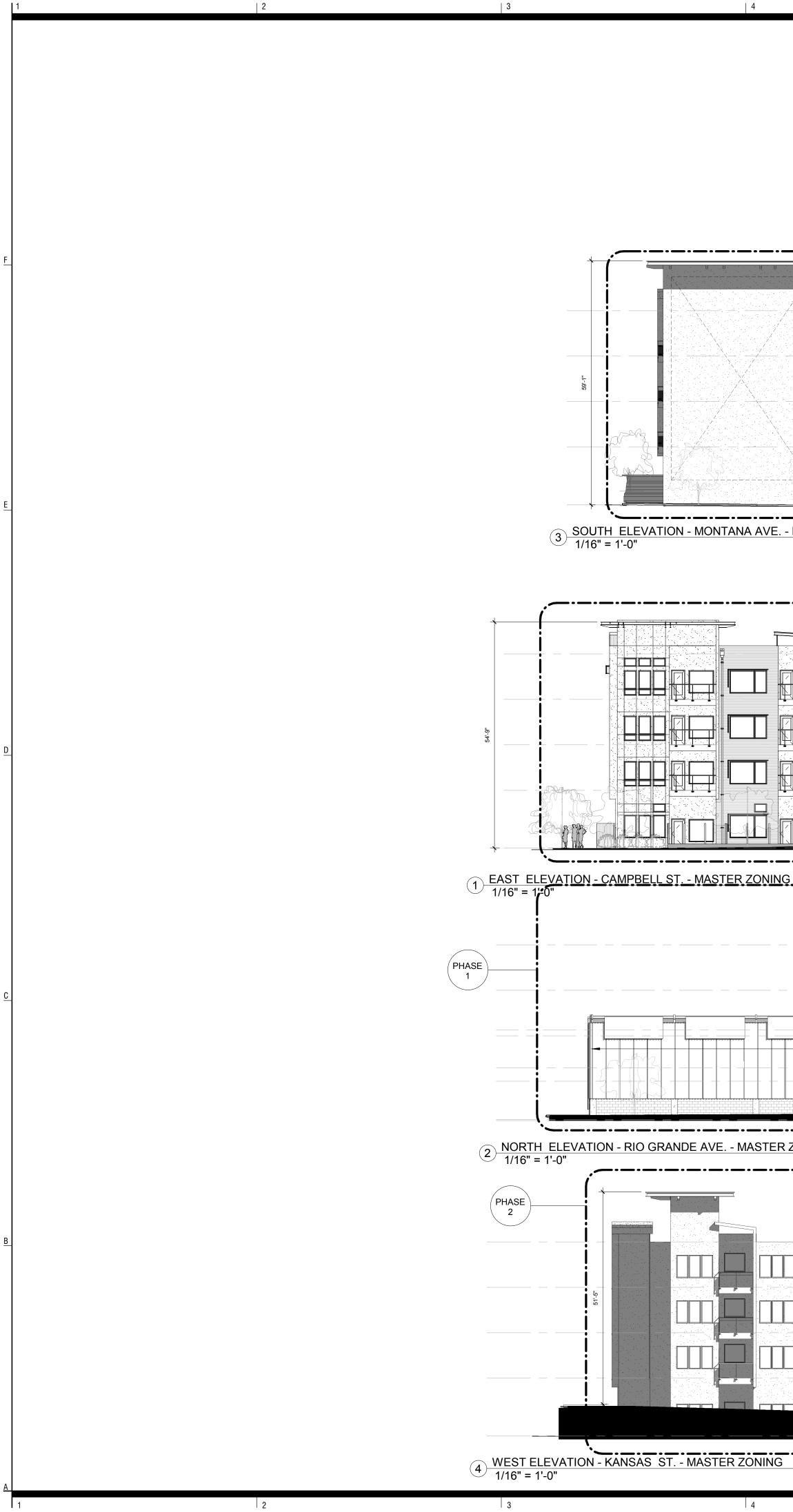
	PROJECT CALCULATION DATA	
	APPLICABLE CODES	in*situ
	INTERNATIONAL BUILDING CODE 2015 NFPA	
	ADDAG TAS	
	FHA	A R C H I T E C T U R E
	ZONING	
	PROPOSED ZONING - GMU YARD STANDARDS (MONTANA AVE. FRONTAGE):	112 Texas Avenue   El Paso, TX 79901
CESSIBLE	FY - 0'-0" RY - 0'-0"	p 915.533.SITU (7488)
IRB RAMPS	SYE - 0'-0" SYW - 0'-0"	www.insituarc.com
	OCCUPANCY	
	GROUP R2	
	TYPE VA	
	ALLOWABLE NUMBER OF STORIES ABOVE GRADE (TABLE 504.4)	
	TYPE VA S = 4 STORIES	
	ALLOWABLE BUILDING HEIGHT (TABLE 504.3)	
_	TYPE VA S = 70	
	LAND AREA	
	TOTAL LAND AREA = 67,601 SF = <b>1.55 ACRES</b>	
	BUILDING AREA PHASE I	GIERED ARCH
	15,345 GROUND X 4 LEVELS = 61,380 SF GROSS	
	PHASE II 10,129 GROUND X 4 LEVELS = 40,516 SF GROSS	
	TOTAL PHASE I AND II 15,345 + 10,129 = 35,474 GROUND X 4 LEVELS = 141,896 SF GROSS	22536 AP
- <b>\</b>	ALLOWABLE AREA IN SF (TABLE 506.2 R-S SM TYPE VA = 36,000 SF PER FLOOR	
	LEGAL DESCRIPTION	05.10.2021
5	PARCEL 1: LOTS 7 THROUGH 10, BLOCK 266, CAMPBELL ADDITION,	
	<ul><li>CITY OF EL PASO, EL PASO COUNTY, TEXAS.</li><li>PARCEL 2: LOTS 11 THROUGH 12, BLOCK 266, CAMPBELL</li></ul>	
C	ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS. • PARCEL 3: LOTS 1 THROUGH 6, BLOCK 266, CAMPBELL ADDITION,	
	CITY OF EL PASO, EL PASO COUNTY, TEXAS. • PARCEL 4: LOTS 16 THROUGH 20, BLOCK 266, CAMPBELL	HACEP - NUESTRA SEñORA
	ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	HAGEF - NUESTRA SEIIURA
2i -0	<ul> <li>LOT 13, 14, AND 15 CAMPBELL ADDITION CITY OF EL PASO, EL PASO COUNTY, TEXAS.</li> </ul>	
	<ul> <li>TO BE VACATED</li> <li>LOT COVERAGE 100% (ENTIRETY OF BLOCK 266)</li> </ul>	
BLDG 1A:	RESIDENTIAL COUNT	
9 X 1 BDRM <b>BLDG 1B</b> :	1 BDRM 2 BDRM	
I         BLDG 1B.           5-         3         15 X 1 BDRM UNITS           8         9         BLDG 1C:	PHASE I - BUILDING #1	HACEP
20 X 1 BDRM UNITS	GROUND LEVEL 12 5 SECOND LEVEL 16 5	
BLDG 1D: 20 X 2 BDRM UNITS	THIRD LEVEL 16 5 FOURTH LEVEL 16 5	
BLDG 1E:	TOTAL 60 20	
BLDG 2A: 24 X 1 BDRM UNITS	PHASE II - BUILDING #2	
12 X 2 BDRM UNITS	GROUND LEVEL 11 3 SECOND LEVEL 11 3	
BLDG 2B: 12 X 1 BDRM UNITS	THIRD LEVEL113FOURTH LEVEL113	
	TOTAL 44 12	415 Montana Ave.
$\frown$	PHASE I & II = 136 TOTAL UNITS         104         32	El Paso, Texas 79902
A-99.2	PROPOSED DENSITY:         104 / 1.55 ACRE =         32 / 1.55 ACRE =           67 UNITS / ACRE         20.64 UNITS / ACRE	
	PROPOSED NONRESIDENTIAL LAND USE	
1.	BLDG 1A (1,080 SF):         BLDG 1B (592SF):           • ASSISTANT OFFICE         • GROUND STORAGE	REVISION SCHEDULE
ST	MANAGER'S OFFICE     OFFICE (2)     BUSINESS CENTER     LAUNDRY ROOM	Number Date Description
	STO. / JAN.     LAUNDRY STORAGE	
BBI	UNISEX RESTROOMS (2)     TOTAL NONRESIDENTIAL: 2,667 SF	
CAMPBELL	MAXIMUM PROPOSED INTENSITY FOR NONRESIDENTIAL LAND USE: 141,896 GROSS SF / 2,667 NONRESIDENTIAL SF X 100 =	
z	.53% OF THE TOTAL SF IS NONRESIDENTIAL LAND USE (FLOOR AREA RATIO)	
	PARKING CALCULATIONS	
	1.5 P.S 1 BEDROOM 2 P.S 2 BEDROOMS COMMERCIAL ACCESSIBLE BARKING SPACES = 4	
	PHASE I: 862 SF / 288 = PARKING SPACES = 4	
ALL PERIMETER	130 P.S. REQUIRED         MIN 3 P.S.         TOTAL = 28           52 PROVIDED         862 SF / 200 =         GARAGE SECOND LEVEL:	
VALKS TO BE NSTRUCTED	PHASE II: MAX 4 P.S. PARKING SPACES = 27	
	90 P.S. REQUIRED 37 PROVIDED <u>GARAGE THIRD LEVEL:</u> PARKING SPACES = <b>34</b>	
	PHASE I AND II GARAGE TOTAL = 89 P.S.	
	224 P.S. REQUIRED 89 PROVIDED	
	= 135 P.S. SHORT	41
	BIKE RACK CALCULATIONS	PROJECT STATUS: MASTER ZONING
	REQUIRED 11 BIKE PARKING SPACE / PROVIDED 11 BIKE PARKING SPACES	ISSUE DATE: 05.10.2021
		PROJECT NO.: 20019
	LOT AREA         = 67,601 SF (1.55 ACRES)         OPEN SPACE           FOOTPRINT OF PROPOSED BUILDINGS         = 35,718 SF         = 25,978 SF =	
	FOOTPRINT OF EXISTING GARAGE STRUCTURE = 13,136 SF TOTAL FOOTPRINT OF BUILDINGS = 48,854 SF	B CHECKED BY: EL / WH
	REQUIRED LANDSCAPE AREA = 7,328 SF (48,854 X .15 = 7,328)	
	LANDSCAPE AREA PROVIDED = 15,199 SF REQUIRED UNITS OF PLANT MATERIAL = 6 (5,358 SF OF	MASTER ZONING
	REQUIRED LANDSCAPE AREA) REQ. PROV. NOTES	
CESSIBLE	STREET TREES 0 34 BUILDING EXPANSION PROJECTS DO NOT REQUIRE NEW STREET TREES	PLAN
IRB RAMPS	BUFFER TREES 0 0 BUILDING EXPANSION PROJECTS DO	
	NOT REQUIRE NEW BUFFER TREES           CANOPY TREES         10         96 PARKING SPACES / 10 = 9.6	
	PROJECT TREES 6 6 6 REQUIRED UNITS OF PLANT	
	MATERIAL	
	TOTAL TREES 16 50	$ \mathbf{A}-99.0 $
N	PROJECT SHRUBS 270 270 6 × 45 = 270	
	NOTE: SINCE ONE EXISTING STRUCTURE WILL REMAIN WITHIN THE PARCEL, THIS PROJECT IS CLASSIFIED AS A BUILDING	
	EXPANSION PROJECT AND THUS NO NEW STREET TREES OR BUFFER TREES ARE REQUIRED	
	8	5/10/2021 5·10·28 PM







5/10/2021 5:10:30 PM

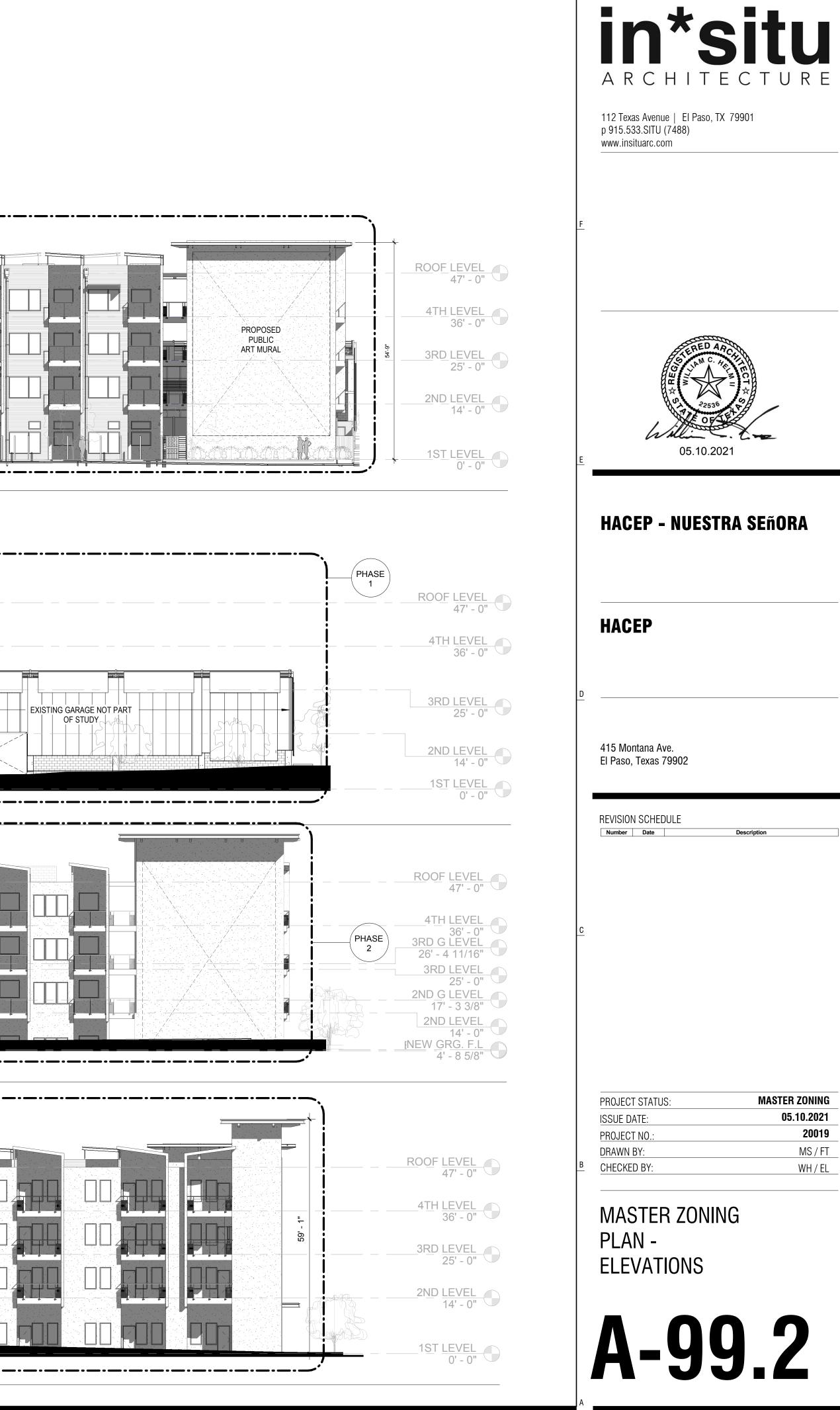


				<b>-I</b> .
NA AVE MASTER ZONING				
			EXISTING GARAGE NOT PART OF STUDY	
R ZONING	PART			
MASTER ZONING				<b>.</b>

PHASE 2 PHASE 

| 5

| 7



5/10/2021 5:10:49 PM

### General Mixed Use Zoning Report

Nuestra Senora Apartment

Owner: The Housing Authority of the City of El Paso

Prepared by: Georges Halloul, P.E. April 2021

c:\users\georges\documents\mydocs\in-situ\montana site hacep\zoning\revised application\nuestras zoning report.docx

### GENERAL MIXED USE ZONING REPORT

Nuestra Senora Apartment

### Article I. Contents

ABSTRACT
LIMITATIONS
INTRODUCTION
EXECUTIVE SUMMARY
SITE LOCATION
SITE DESCRIPTION
EXISTING CONDITIONS:
LEGAL DESCRIPTION
LEGAL ADDRESS
PLATTING DETERMINATION
Future Land Use
PROPOSED CONDITIONS
Land use
FLOOR AREA RATIO
PARKING CALCULATION
FIGURE 5: MASTER ZONING PLAN
PRINCIPALS AND REQUIREMENTS
DEVELOPMENT PERSPECTIVE
BUILDING PERSPECTIVE
General Design Elements
Architectural Objectives
ROADWAY DESIGN
PARKING15
Setbacks
LOT COVERAGE AND HEIGHTS
Landscaping
PHASING

#### abstract

This study is intended to assist the owner/ developer in meeting the City requirements for rezoning application of the proposed tracts. The report will address the requirements as set in the City Of El Paso Municipal Code Title 20, Section 20.10.360G..

#### limitations

This report has been prepared for the exclusive use of The City of El Paso, The Housing Authority of the City of El Paso, HACEP, and its consultants for evaluation purposes and does not contain information for other parties or other uses.

The results submitted in this report are based on data obtained from the following sources:

- 1. SLI Engineering, Inc.
- 2. The City of El Paso
- 3. Texas Department of Transportation
- 4. In-Situ Architects.
- 5. Field data collected during the study

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.

#### Introduction

HACEP., is in the process of processing a Rezoning Application for existing site located on the block between Montana and Rio Grande in the north south direction and Campbell and Kansas in the east west direction. The developer is applying for a General Mixed Use to accommodate, encourage and promote an innovatively designed mix of Multifamily, open space and an administrative office for the apartment administrative activities.

#### **Executive summary**

The proposed development will be in compliance with all the General Design Principals, General Design Elements, Architectural Objectives, Roadway Design, Parking, Setbacks and Landscaping principals and requirement listed under Chapter 20.10.360G Supplemental Use Regulations, residential Mixed Use Development.

Also the proposed development is in compliance with the Land Use and City Goals and Policies:

- Land Use City Forms: The proposed development consists of a balanced and complete community which contains a mix of multifamily units, community gardens, and playground using types and styles, economic development, job opportunities, educational opportunities, and outlets for social and cultural expression.
- Residential : This development will promote fair housing by providing affordable housing, and market rate housing in accordance with Federal, State and Local regulations. The wide range of proposed housings, detached units, 1,2 and 3 bedroom apartments, will respond to the needs of all economic segments of the community. Also the proposed private amenities encourage the use of planned unit development
- Neighborhoods: The proposed development with the 4 story building and the parking garage, provide safe and efficient vehicular and pedestrian circulation systems. The community facilities are located within the development within walking distance from all dwellings. The neighborhood commercial services surround the proposed facility.

#### Site Location

The site is located on the Central side of El Paso occupying the block between Cambell St and Kansas in the east and west direction, and Montana and Rio Grande in the north south direction.

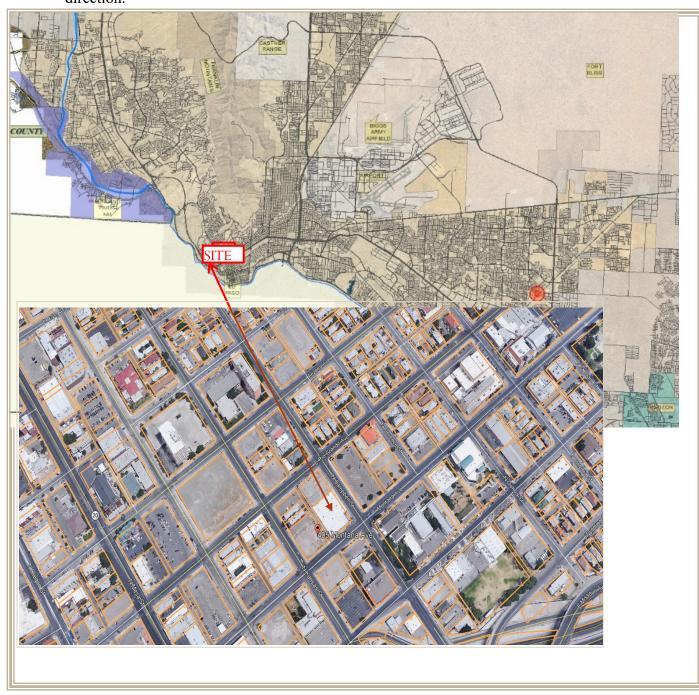
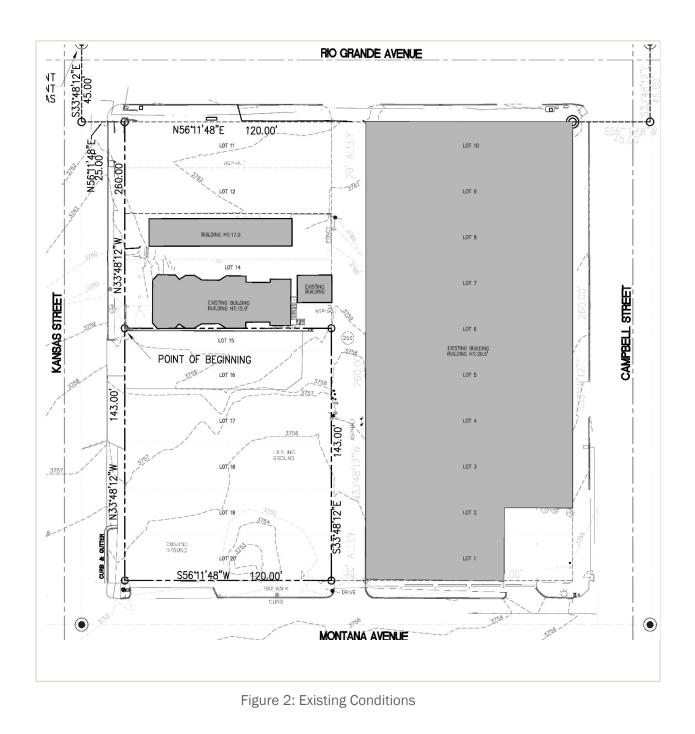


FIGURE 1 : SITE LOCATION

#### Site Description

The site consists of 1.432 acres to include a 20-foot alley between the two parcels. The site is occupied by 4 buildings, and vacant land.



Zoning Plan, RMU

# **Existing Conditions:**

# Legal Description

The legal description of the site is:

All of lots 1 through 20, Block 266, Campbell Addition, the City of **El Paso**, **El Paso County Texas**.

The existing alley connecting Montana and Rio Grande between Kansas Street and campbell Street.

# Legal Address

There are several addresses on that site:

405 Montana 910 Kansas 916 Kansas 400 Rio Grande 416 Rio Grande 415 Montana

# Platting Determination

The site is legally subdivided in the City of El Paso, the subdivision name is Campbell Addition

The lots will not be combined and will stay the same.

Future Land Use

:

The site is located within the boundary identified by the City comprehensive plan as G-2 Traditional Neighborhood.

# **Proposed Conditions**

Land use

The site will be zoned to GMU General Mixed Use.

The following table summarizes the proposed uses.

RESIDENTIAL COUNT				
	1 BDRM	2 BDRM		
PHASE I - BUILDING #1				
GROUND LEVEL SECOND LEVEL THIRD LEVEL FOURTH LEVEL	12 16 16 16	5 5 5 5		
TOTAL	60	20		
PHASE II - BUILDING #2 GROUND LEVEL SECOND LEVEL THIRD LEVEL FOURTH LEVEL TOTAL PHASE I & II = 136 TOTAL UNITS PROPOSED DENSITY:	11 11 11 11 44 104 104 / 1.55 ACRE = 67 UNITS / ACRE	3 3 3 12 32 32 / 1.55 ACRE = 20.64 UNITS / ACRE		
PROPOSED NONRESIDENTIAL LAND USE				
BLDG 1A (1,080 SF): • ASSISTANT OFFICE • MANAGER'S OFFICE • BUSINESS CENTER • STO. / JAN. • UNISEX RESTROOMS (2)	BLDG 1B (592SF): • GROUND STORAGE • OFFICE (2) • LAUNDRY ROOM • LAUNDRY STORAGE TOTAL NONRESIDENTIAL: 2,667 SF			

Table 1: proposed Mixed Use

The units are spread as follows:

# PHASE I - BUILDING #1 Max height 47'

Bldg 1a: 1 Bedroom 3 Units / Floor X 3 = 9 Total Units 2075 Sf / Floor X 3 = 6,225 Total Sf

Bldg 1b: 1 Bedroom 4 Units / Floor X 3 + 3 Ground = 15 Total Units 2760 Sf / Floor X 4 = 11,040 Total Sf Bldg 1c: 1 Bedroom 5 Units / Floor X 4 = 20 Total Units 3200 Sf / Floor X 4 = 12,800 Total Sf

Bldg 1d: 2 Bedrooms 5 Units / Floor X 4 = 20 Total Units 4500 Sf / Floor X 4 = 18,000 Total Sf

Bldg 1e: 1 Bedroom 4 Units / Floor X 4 = 16 Total Units 2770 Sf / Floor X 4 = 11,080 Total Sf

### Phase II - Building #2, Max height 47'

Bldg 2a: 11 Units / Floor X 4 = 44 Total Units 7,555 Sf / Floor X 4 = 30,220 Total Sf

Bldg 2b: 3 Units / Floor X 4 = 12 Total Units 1,878 Sf / Floor X 4 = 7,512 Sf Total Sf

### **Proposed Nonresidential Land Use**

Bldg 1a: Ground Floor 2,965 Sf / Floor X 1 = 2,965 Total Sf

Floor Area Ratio

The maximum proposed intensity for nonresidential land use is 141,896 gross sf / 2,667 nonresidential sf x 100. The calculated FAR, (floor area ratio), of nonresidential land use is .53% of the total sf

## Parking calculation

The parking was calculated based on the different types of proposed uses. The code required 1.5 parking spaces per 1 bedroom unit and 2 parking spaces per 2 bedroom and more. The following table is the summary of the required parking per phase:

## PHASE I

130 P.S. REQUIRED 52 PROVIDED

# COMMERCIAL

862 SF / 288 = MIN 3 P.S. 862 SF / 200 = MAX 4 P.S.

## PHASE II

90 P.S. REQUIRED 37 PROVIDED

# PHASE I & II 224 P.S. REQUIRED 89 PROVIDED

There will be a shortage of 135 Parking spaces. The bike parking spaces provided are 11 spaces which matches the required spaces by code.

# **Principals and Requirements**

The following principles and requirements shall apply to a mixed-use development and shall serve as the basis for approval of a master zoning plan. According to the General Design Principles as per Title 20.10.360G, the following bullets are to be used as guidelines only," and compliance with any guideline within a mixed-use development shall be determined on a case by case basis as part of the master zoning plan and mixed use development plan approval. It is not intended that every mixed-use development conform to all or any set number of the enumerated design guidelines".

Development Perspective.

i. That the natural infrastructure and visual character of the development area be retained as derived from existing topography, riparian corridors and other environmentally sensitive areas.

The land has been vacant and the buildings have been deteriorating. The surrounding areas are developed and occupied. The proposed design will enhance the character of the area and the topographic will not change from the existing topography.

ii. That the development strategy utilized encourages infill and redevelopment in parity with new and existing neighborhoods.

The development consists of utilizing the existing parking garage building and renovating it to be utilized as the parking garage for the proposed development. The Mix-use will be compatible with the existing usage along all property lines and will enhance the area and will provide services that the vicinity lacks.

iii. That proposed development contiguous to urban areas be organized as town centers and neighborhoods, and be integrated with the existing urban pattern.

The proposed development will have a work live type of development that contains residential, office, retail, dining and entertainment. The proposed mix uses serve as a miniature town center.

iv. That proposed development noncontiguous to urban areas is organized in the pattern of an isolated community consisting of a complete town center serving the neighborhood(s).

The site is surrounded by commercial, office development and a church and it will serve as a service center for the surrounding community.

v. That a mixture of housing types and densities be distributed throughout the mixeduse development.

The development consists a parking garage, retail and office at the first level and apartment on the other stories of the proposed building..

vi. That transportation corridors be planned and reserved in coordination with land use patterns.

The corridors are existent.

vii. That natural or man-made green corridors and open space areas be used to define and connect neighborhoods to other facilities within the development, and that these areas allow for connectivity outside of the development where feasible.

The green space within the property is properly located in the center of the project which makes it accessible to all the tenants within the development

viii. That the development includes a framework of transit, pedestrian and bicycle systems that provide alternatives to the automobile.

Sun Metro has confirmed that the project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

ix. That neighborhoods with town centers be the preferred pattern of development and that developments specializing in single use be discouraged.

This development combine is an example of mix uses that should be encouraged throughout the City.

x. That neighborhoods be compact, pedestrian-friendly, and mixed use.

The proposed development includes sidewalks, and bike racks. It also consists of the mix uses described earlier.

xi. That ordinary activity of daily living occurs within walking distance of most dwellings.

The proposed residential apartment is located in the same building which allows the tenant to walk to all the proposed uses.

xii. That interconnected networks of streets be designed to disperse and reduce the length of vehicle trips.

The development is existent and the streets are existent too.

xiii. That within neighborhoods, a range of housing types and price levels be provided to accommodate people of diverse ages and incomes.

*This item does not apply* 

xiv. That appropriate building densities and land use be provided within walking distance of transit stops.

The project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

xv. That civic, institutional and commercial activity be embedded, and not isolated, in the development.

This item does not apply

xvi. That a range of open space including parks, squares, and playgrounds be distributed within the development.

The building will extend up to the right of way lines of all streets. There will be some landscaping scattered where feasible and available. Also there will be an open space area within the courtyard that provides playground, sitting area and community gardens.

xvii. That a development has sufficient size to accommodate the mixed-use concentration of uses.

Zoning Plan, RMU

The breakdown of the proposed mixed use is shown in table 1.

Building Perspective.

The following items are the guidelines for building perspectives under to the General Design Principles as per Title 20.10.360G

i. That buildings and landscaping contribute to the physical definition of streets as civic places.

The building will enhance the image of the area. The landscaping will be scattered along some of the frontages.

ii. That the design of streets and buildings reinforce safe environments.

The streets are existing. The sidewalks will be demolished and rebuilt to make them safer and in compliance with ADA for pedestrian traffic. The building will be built in compliance with the 2015 building code and in compliance with the City municipal code. The units adjacent to the street will have window facing the street. The office of the building and the security office is located on the first floor and has windows facing the street.

- iii. That architecture and landscape design grow from local climate, topography, history and building practice.
  - Transitional style as a midpoint between traditional and modern, building to be in harmony with the surrounding architecture styles, stucco and metal clad exteriors that will be taking some elements of neighbored St. George Church and some of the stucco clad bungalow houses/apartments, creating a contemporary cohesive look.
  - Exiting abandoned parking garage will be rehabilitated to be improved up to current building codes and standards.
     The exterior will be screen and modernize to harmonized and compliment the residential building complex.
- iv. That the preservation and renewal of historic buildings be facilitated.

The building has been built and it will be remodeled and added upon. The proposed development will enhance the quality of the building as well as the aesthetics of the site.

v. That principal buildings and facades, where possible, be located parallel to the frontage line to encourage a community-friendly environment.

This item will be met.

# **General Design Elements**

The following items are the general design elements according to the General Design Principles as per Title 20.10.360G

1. Neighborhoods limited in size and oriented toward pedestrian activity.

The site is designed with sidewalks along the frontage of the adjacent streets to make it pedestrian friendly.

2. A variety of housing types, jobs, shopping, services, and public facilities.

The development consists of Multifamily Dwellings and office spaces.

3. Residences, shops, workplaces, and other buildings interwoven within the neighborhood, all within close proximity.

The building will only house apartment units ranging from 1 Bedroom one bath to 3 bedroom 2 bath and other offices.

4. A network of interconnecting streets and blocks that maintain respect for the natural landscape.

The streets are existent.

5. Natural features and undisturbed areas that are incorporated into the open space of the neighborhood.

This item does not apply

6. A coordinated transportation system with a hierarchy of appropriately designed facilities for pedestrians, bicycles, public transit and automotive vehicles.

The site will have walking sidewalks, and bus stops to encourage public to use alternative transportation methods.

7. Well-configured squares, plazas, greens, landscaped streets, preserves, greenbelts, or parks dedicated to the collective social activity, recreation, and visual enjoyment of the neighborhood.

Zoning Plan, RMU

The site will enhance the visual enjoyment of the neighborhood. Street trees and other landscaping will be part of this development. A landscaped courtyard, playground and community gardens are also part of this development and will all be located within the courtyard.

8. Buildings, spaces, and other features that act as landmarks, symbols, and focal points for community identity.

The combination of all the proposed mix uses will be the focal point for community identity.

9. Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmonious environment.

Low maintained landscaping elements including planting material, ground covering, irrigation and shading devises native to this region will complement the architectural style that take elements from the neighboring buildings to a contemporary look.

10. Classification of uses deploying a range from rural-to-urban to arrange in useful order the typical context groupings of natural and urban areas to ensure compatibility of land uses.

This item does not apply.

The proposed development complies with most of the items listed above. The developer and the design team will make an extra effort to comply with items 7 through 10.

# Architectural Objectives.

As previously stated, the architectural design of the proposed development will achieve the following objectives as part of the mixed-use development plan:

- 1. Architectural compatibility;
- 2. Human scale design;
- 3. Integration of uses;
- 4. Encouragement of pedestrian activity;
- 5. Buildings that relate to and are oriented toward the street and surrounding buildings;
- 6. Residential scale buildings in any mixed residential area;
- Buildings that contain special architectural features to signify entrances to the mixed-use development; and
- 8. Buildings that focus activity on a neighborhood open space, square or plaza.

# Roadway Design.

Driveways will be used for traffic circulation within the proposed development. The design of these driveways will comply with City of El Paso rules and regulations.

# Parking.

The required spaces of parking will be calculated and provided according to the parking requirements in <u>Chapter 20.14</u>. However, the project will require parking reduction of 124 parking spaces out of 220 required parking spaces. There are approximately 80 spaces plus available along the adjacent streets within 300 feet from the site.

## Setbacks.

According to the to the General Design Principles as per Title 20.10.360G," Properties within a mixed-use development shall be allowed zero setbacks for all uses, unless otherwise required by the city council as part of the review of the master zoning plan". Therefore, this development will have a minimum of 0 foot setbacks.

## Lot Coverage and Heights

We propose to have a 100% coverage for the entire lot. The height of the building should not exceed 60 feet.

## Landscaping.

According to the General Design Principles as per Title 20.10.360G, "Uses within a mixed-use development shall not be required to conform to the landscaping requirements of <u>Title 18</u> (Building and Construction) of the El Paso City Code".

The proposed landscaping, amenities and other green areas proposed within this development will be shown and considered as part of the master zoning plan and mixed-use development plan approval process.

phasing

- Phase I:
  - $\circ$  (1) 4 story apartment building complex to house 80 units total.
    - (60) 1-bedroom units.
    - (20) 2-bedroom units.
  - This complex will include few amenities like community spaces, laundry room, playground, community garden, among others.
  - Rehabilitated parking garage to comply with current building codes and standards.

Landscaped areas.
 Phase I should start in July of 2021. The construction schedule is 12 months.

- Phase II:
  - $\circ$  (1) 4 story apartment building complex to house 56 units total.
    - (44) 1-bedroom units.
    - (12) 2-bedroom units.
  - $\circ$  Landscaped areas.

Phase II might start in 2025 and the duration is 12 months also.

# 405 Montana Avenue

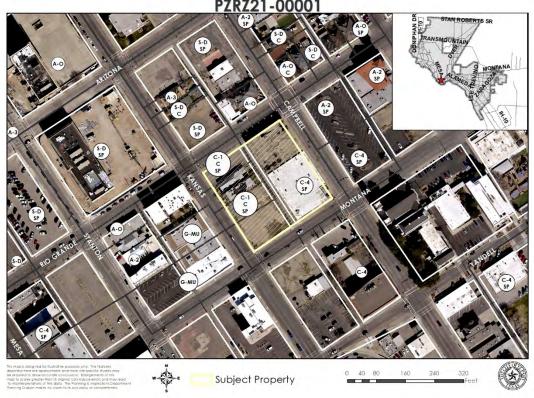
City Plan Commission — April 22, 2021 REVISED

CASE NUMBER:	PZRZ21-00001
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Housing Authority of the City of El Paso
REPRESENTATIVE:	SLI Engineering, Inc., c/o Georges Halloul
LOCATION:	405 Montana Avenue (District 8)
PROPERTY AREA:	1.55 acres
REQUEST:	Rezone from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use)
RELATED APPLICATIONS:	PZST21-00001
	SURW21-00002
PUBLIC INPUT:	None received as of 04/15/2021

SUMMARY OF REQUEST: The applicant is requesting to rezone six (6) lots from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approval of a Master Zoning Plan (MZP) for a proposed multifamily development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends APPROVAL W/CONDITIONS of the rezoning request subject to all comments provided in Attachment 5, as the proposed development is in keeping with the policies of the G-2, Traditional Neighborhood (Walkable) Land Use Designation of Plan El Paso, the City's adopted Comprehensive Plan, and subject to the following condition:

That the Montana Alley Vacation (SURW21-00002) be recorded prior to City Council approval.



PZRZ21-0000

Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST**: The applicant is requesting to rezone six (6) lots from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use) and approval of a Master Zoning Plan for a proposed multifamily development. The Master Zoning Plan for the proposed development provides zero (0) foot setbacks all around the subject properties, with a maximum building height of 59'-1". The proposed development will consist of seven (7) buildings that will include one hundred four (104) one-bedroom units, thirty (32) two-bedroom units, and will require two hundred twenty-four (224) parking spaces. Also included, is a parking garage that will provide eighty-nine (89) parking spaces. A special permit for reduction in parking requirements is being requested concurrently. The proposed development will have access from Montana Avenue, Kansas Street, Rio Grande Avenue, and Campbell Street.

#### PREVIOUS CASE HISTORY: None.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER**: The proposed multifamily development is compatible with the surrounding neighborhood and is in character with the Central El Paso neighborhood. The property is proposed to be built up to the property line. Existing sidewalks will be reconstructed and street trees will be provided. The proposed development will have access from Montana Avenue, classified as a Major Arterial, and from Kansas Street, Rio Grande Avenue, and Campbell Street, which are considered Minor Arterials. The streets designations are appropriate to serve the proposed development. Furthermore, the proposed development is located in a transit oriented development corridor with public transit facilities located within 1,000 feet to serve the property, including one stop located adjacent to the subject property at Rio Grande Avenue and Kansas Street serviced by Sun Metro's Route 34 and 36 and one stop located on Stanton Street serviced by Sun Metro's Streetcar Route. Also, there are transit facilities for Sun Metro's Brio Route located on Oregon Street within walking distance (0.25 miles) from the proposed development. The closest park is Houston Park (0.28 miles) and the nearest school is El Paso High School (0.65 miles).

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:				
Criteria	Does the Request Comply?			
<ul> <li>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</li> <li><u>G-2, Traditional Neighborhood</u>: This sector includes the remainder of Central El Paso as it existing through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan.</li> </ul>	<b>Yes.</b> The proposed development will be built up to the property line and is in character with Central El Paso. The proposed development's density is appropriate for a transit oriented development and will provide a mixture of residential uses to the area.			

COMPLIANCE WITH PLAN EL PASO/REZONING	POLICY - When evaluating whether a			
proposed rezoning is in accordance with <i>Plan</i>	•			
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: G-MU (General Mixed Use): The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.	Yes. The proposed zoning district is compatible with other zoning districts surrounding the property. Properties around the proposed development are zoned A-O (Apartment/Office), S-D (Special District), C- 4 (Commercial), A-2 (Apartment), and G-MU (General Mixed Use) consisting of offices, surface parking, and apartments.			
<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.	<b>Yes.</b> The proposed development is located in close proximity to various public transit facilities. The property has access to Montana Avenue, classified as a Major Arterial, and to Kansas Street, Rio Grande Avenue, and Campbell Street, which are considered Minor Arterials. The classification of these roads is appropriate for the density of the proposed development.			
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:				
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The subject property is not located within any historic districts, other special designations, or study area plans.			
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects are anticipated.			
Natural Environment: Anticipated effects on the	There are no anticipated effects on the natural			
natural environment. <b>Stability:</b> Whether the area is stable or in transition.	environment. The area is in transition with new developments providing a greater mixture of uses for the neighborhood.			
<b>Socioeconomic &amp; Physical Conditions</b> : Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Developments existing on the subject property are being demolished. Moreover, the subject property is comprised of many different zoning districts. The proposed rezoning will apply a single zoning standard to the proposed development. Properties and uses			

# COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

surrounding the proposed development consist of offices, apartments, and surface parking.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The property has access to Montana Avenue, classified as a Major Arterial, and to Kansas Street, Rio Grande Avenue, and Campbell Street, which are considered Minor Arterials. The classification of these roads is appropriate for the density of the proposed development. Additionally, the proposed development is located in a transit oriented development corridor with public transit facilities located within 1,000 feet to serve the property, including one stop located adjacent to the subject property at Rio Grande Avenue and Kansas Street serviced by Sun Metro's Route 34 and 36 and one stop located on Stanton Street serviced by Sun Metro's Streetcar Route.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: El Paso Fire Department recommends conditional approval asking the applicant to demonstrate that where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), that they are providing approved aerial fire apparatus access roads and that at least one side of the building will have aerial access. El Paso Water Utilities has asked for a full width easement along the 20' wide alley being vacated. Further coordination shall be made with the utility companies to remove or relocate all existing infrastructure.

**PUBLIC COMMENT**: The subject property lies within the boundaries of Houston Park Neighborhood Association, El Paso Central Business Association, and Sunrise Civic Group, who were notified by the applicant of the rezoning request. Notices were provided to all property owners within 300 feet of the subject property on March 24, 2021. As of April 15, 2021, the Planning Division has received no communication in favor or in opposition to the rezoning request.

**RELATED APPLICATIONS:** A special permit (PZST21-00001) to reduce parking requirements by 100% is being requested concurrently with the rezoning request. The Montana Alley Right-of-Way Vacation (SURW21-00002) is proposing to vacate the 20-foot wide alley within Block 266, Campbell Addition. City Plan Commission (CPC) approved the right-of-way vacation request on February 25, 2021. The City Council public hearing has not been scheduled and is pending.

#### CITY PLAN COMMISSION OPTIONS:

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

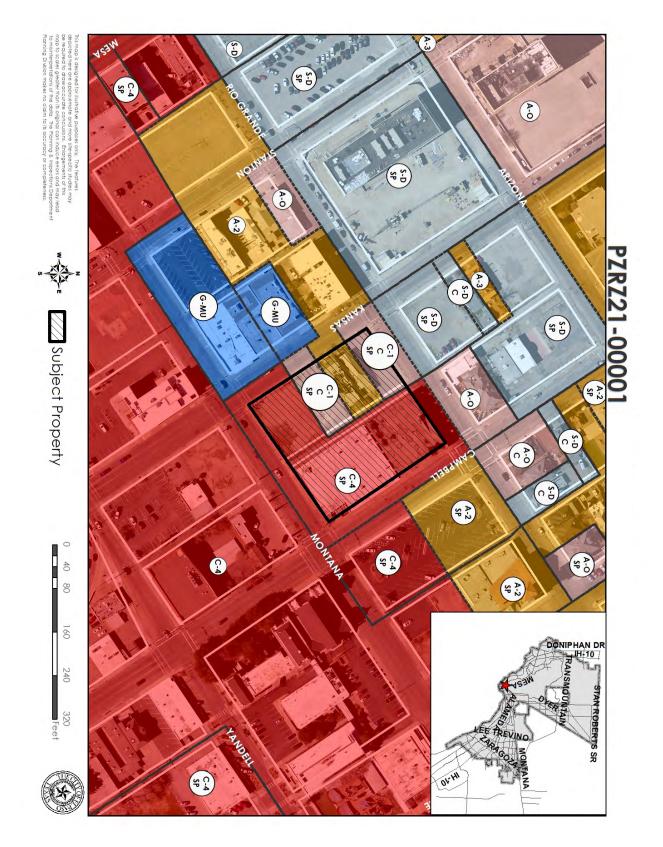
- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 2. **Recommend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

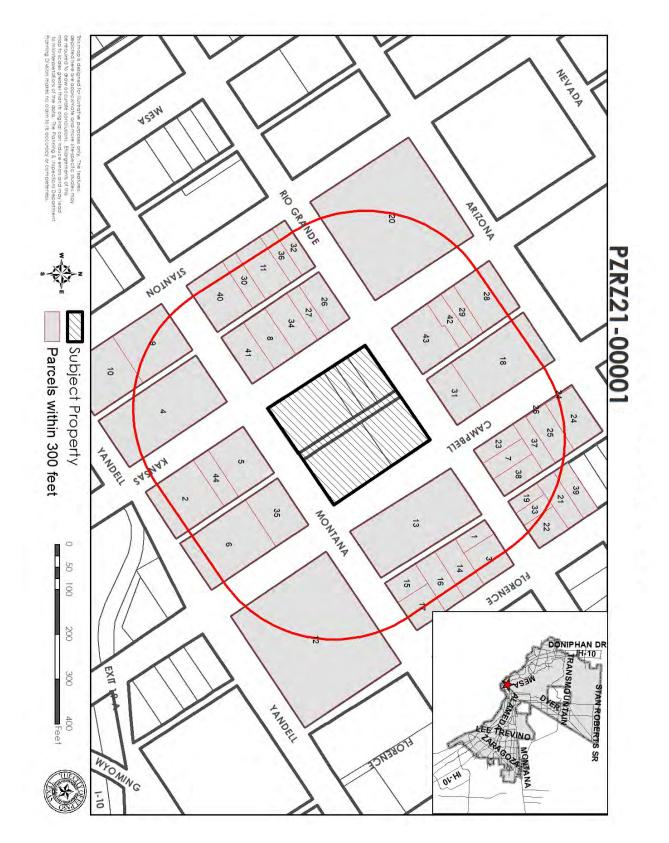
4

#### ATTACHMENTS:

- 1. Future Land Use Map
- 2. Zoning Map
- 3. Neighborhood Notification Boundary Map
- 4. Master Zoning Plan
- 5. Department Comments
- 6. Master Zoning Report

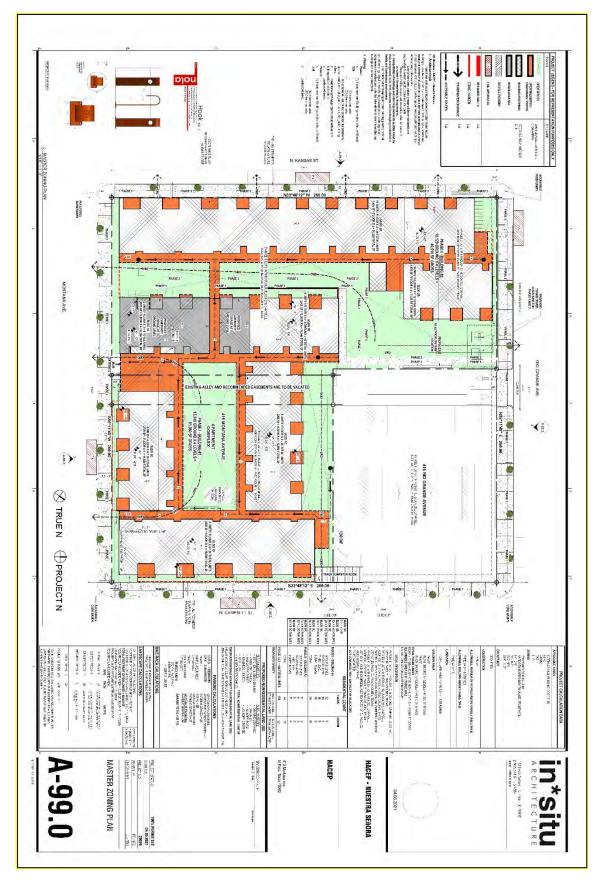


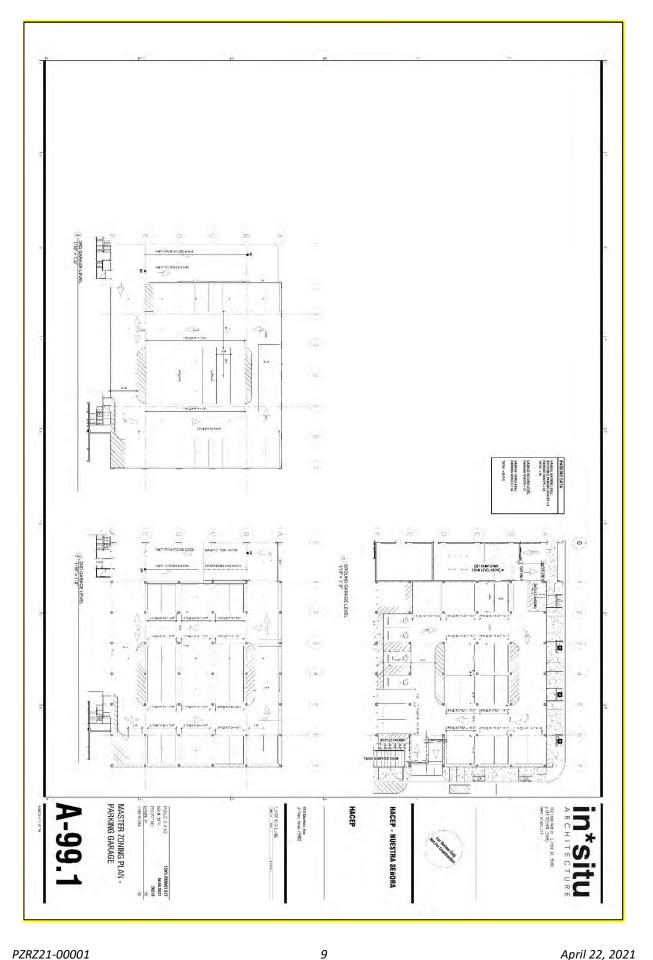


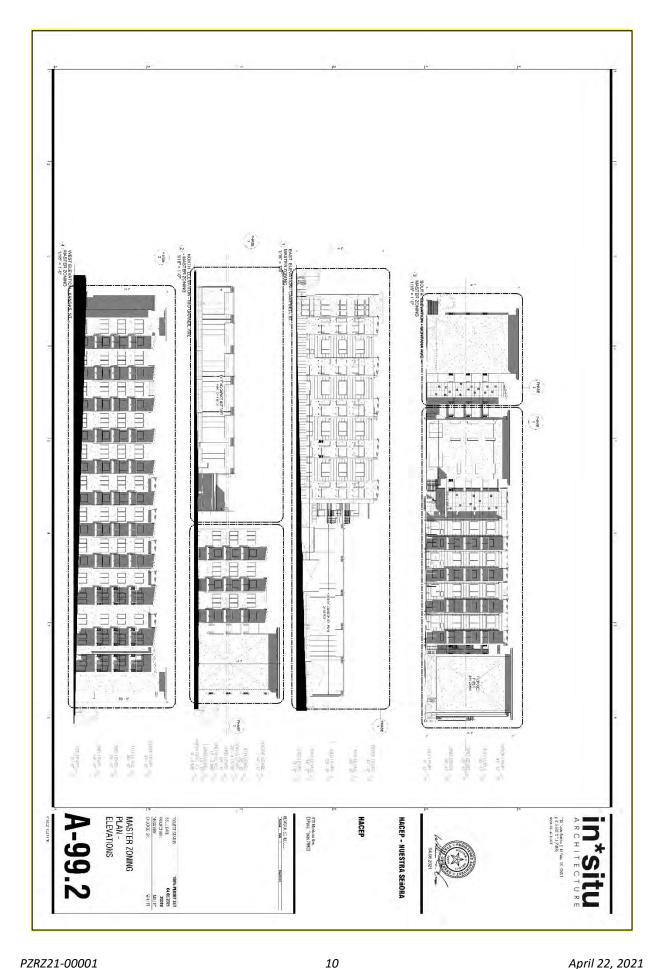


7

# <u>ATTACHMENT 4</u>







# <u>ATTACHMENT 5</u>

#### Planning and Inspections Department - Planning Division

- 1. The Montana Alley Right-of-Way vacation has to be recorded prior to the Item being heard by City Council.
- 2. Coordinate with El Paso Fire Department for further compliance providing Aerial Fire Apparatus Access Roads D105.1 (2015 IFC).
- 3. Provide proof of ownership for all properties.
- 4. Provide a Certified Tax Certificate prior to the item's placement on the City Council Agenda.
- 5. Master Zoning Report shall provide information for the phasing schedule that indicates the proposed phasing of the development, the approximate timeframe for construction and development. (estimated time for phase 2 development)
- 6. Provide table/list on Master Zoning Report depicting the proposed acreage for each land use and open space.
- 7. Show required bicycle parking on parking calculations in the Master Zoning Plan report.
- 8. Provide square footage for each separate building on Master Zoning Report.
- 9. Provide number of units per each separate building on Master Zoning Report.
- 10. Provide minimum and maximum lot coverages, minimum lot width, depth, setbacks, and maximum building height for primary and accessory structures on Master Zoning Report.
- 11. Provide information for maximum proposed density for each residential land use type expressed in dwelling units per gross acre of developable land on Master Zoning Report.
- 12. Provide the maximum proposed total Floor Area for all nonresidential land uses combined, expressed in square feet on Master Zoning Report.
- 13. Provide maximum proposed intensity for each nonresidential land use type expressed in floor area ratio (FAR) on Master Zoning Report.
- 14. Provide acreage for open space areas on Master Zoning Report
- 15. Total parking required is 224 parking spaces to match the special permit. Match counts/tables on both Master Zoning Plan and Master Zoning Report.
- 16. Bicycle parking shall comply with Section 20.14.110.
  - a. 50% of required parking shall be within 15' of an entrance
  - b. Bicycle parking racks shall be visible from the right-of-way
- 17. Show property lines only along the block. Remove lines shown along the west and south portions of the garage.
- 18. Match the proposed uses table/units counts with those on the Master Zoning Plan.
- 19. Include offices uses on the Master Zoning Report (last page under Phase I).

#### Planning and Inspections Department – Plan Review & Landscaping Division

**Recommend Approval** 

#### Planning and Inspections Department – Land Development

- 1. No objections to proposed rezoning plan.
- 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

Aerial Fire Apparatus Access Roads D105.1 (2015 IFC). Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), approved aerial fire apparatus access roads shall be provided. In addition, at least one side of the bldg. should have aerial access. DI052 Width; D105.3 Proximity to building & D105.4 Obstructions also apply.

11

#### **Police Department**

No comments received.

#### **Environment Services**

No comments.

#### **Streets and Maintenance Department**

Recommend additional on-site parking spaces to allow nearby future developments to have available off-site street parking. The on-site to off-site ratio of parking spaces for the new development is 96:124.

#### Sun Metro

Applicant has been sent the Sun Metro Director letter as required by this application. There is an existing bus stop adjacent to the subject property along Rio Grande Avenue. Please coordinate with Sun Metro if any work is proposed within the bus stop area.

#### El Paso Water Utilities

EPWater does not object to this request.

The full width of the alley described as "A 20-foot alley out of block 266, Campbell Addition to the City of El Paso, El Paso County Texas" shall be retained as a Utility Easement. EPWater-PSB requires access to the sanitary sewer facilities and appurtenances, within the proposed easement 24 hours a day, seven (7) days a week. No building, reservoir, structure or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced easement without EPWater's written consent.

#### Water:

There is an existing 6-inch diameter water main that extends along the eastside of Kansas Street.

There is an existing 4-inch diameter water main that extends along the north side of Montana Avenue.

Previous water pressure readings from fire hydrant #1641 located at the southeast corner of Kansas St. and Montana Ave., have yielded a static pressure of 70 psi, a residual pressure of 67 psi, and a discharge flow of 993 gallons per minute.

#### Sanitary Sewer:

There is an existing 8-inch diameter sewer main that extends along the east side of the alley east of Kansas St.

#### 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.

#### Stormwater:

We have reviewed the property described above and provide the following comments:

- 1. It seems the alley is carrying flows from Rio Grande Ave.; accommodations may need to be made for this runoff.
- 2. As per Municipal Code: new developments and redevelopments are required to maintain the predevelopment 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. This section of Montana is under City jurisdiction.

### El Paso County Water Improvement District #1

Not within the boundaries of EPCWID.

13

(See following pages)

# General Mixed Use Zoning Report

Nuestra Senora Apartment

Owner: The Housing Authority of the City of El Paso

Prepared by: Georges Halloul, P.E. April 2021

c:\users\georges\documents\mydocs\in-situ\montana site hacep\zoning\revised application\nuestras zoning report.docx

# GENERAL MIXED USE ZONING REPORT

Nuestra Senora Apartment

# Article I. Contents

ABSTRACT
LIMITATIONS
INTRODUCTION
EXECUTIVE SUMMARY
SITE LOCATION
SITE DESCRIPTION
EXISTING CONDITIONS:
LEGAL DESCRIPTION
LEGAL ADDRESS
PLATTING DETERMINATION
Future Land Use
PROPOSED CONDITIONS
Land use
FLOOR AREA RATIO
PARKING CALCULATION
FIGURE 5: MASTER ZONING PLAN
PRINCIPALS AND REQUIREMENTS
DEVELOPMENT PERSPECTIVE
BUILDING PERSPECTIVE
General Design Elements
Architectural Objectives
ROADWAY DESIGN
PARKING15
Setbacks
LOT COVERAGE AND HEIGHTS
Landscaping
PHASING

# abstract

This study is intended to assist the owner/ developer in meeting the City requirements for rezoning application of the proposed tracts. The report will address the requirements as set in the City Of El Paso Municipal Code Title 20, Section 20.10.360G..

# limitations

This report has been prepared for the exclusive use of The City of El Paso, The Housing Authority of the City of El Paso, HACEP, and its consultants for evaluation purposes and does not contain information for other parties or other uses.

The results submitted in this report are based on data obtained from the following sources:

- 1. SLI Engineering, Inc.
- 2. The City of El Paso
- 3. Texas Department of Transportation
- 4. In-Situ Architects.
- 5. Field data collected during the study

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.

# Introduction

HACEP., is in the process of processing a Rezoning Application for existing site located on the block between Montana and Rio Grande in the north south direction and Campbell and Kansas in the east west direction. The developer is applying for a General Mixed Use to accommodate, encourage and promote an innovatively designed mix of Multifamily, open space and an administrative office for the apartment administrative activities.

# **Executive summary**

The proposed development will be in compliance with all the General Design Principals, General Design Elements, Architectural Objectives, Roadway Design, Parking, Setbacks and Landscaping principals and requirement listed under Chapter 20.10.360G Supplemental Use Regulations, residential Mixed Use Development.

Also the proposed development is in compliance with the Land Use and City Goals and Policies:

- Land Use City Forms: The proposed development consists of a balanced and complete community which contains a mix of multifamily units, community gardens, and playground using types and styles, economic development, job opportunities, educational opportunities, and outlets for social and cultural expression.
- Residential : This development will promote fair housing by providing affordable housing, and market rate housing in accordance with Federal, State and Local regulations. The wide range of proposed housings, detached units, 1,2 and 3 bedroom apartments, will respond to the needs of all economic segments of the community. Also the proposed private amenities encourage the use of planned unit development
- Neighborhoods: The proposed development with the 4 story building and the parking garage, provide safe and efficient vehicular and pedestrian circulation systems. The community facilities are located within the development within walking distance from all dwellings. The neighborhood commercial services surround the proposed facility.

# Site Location

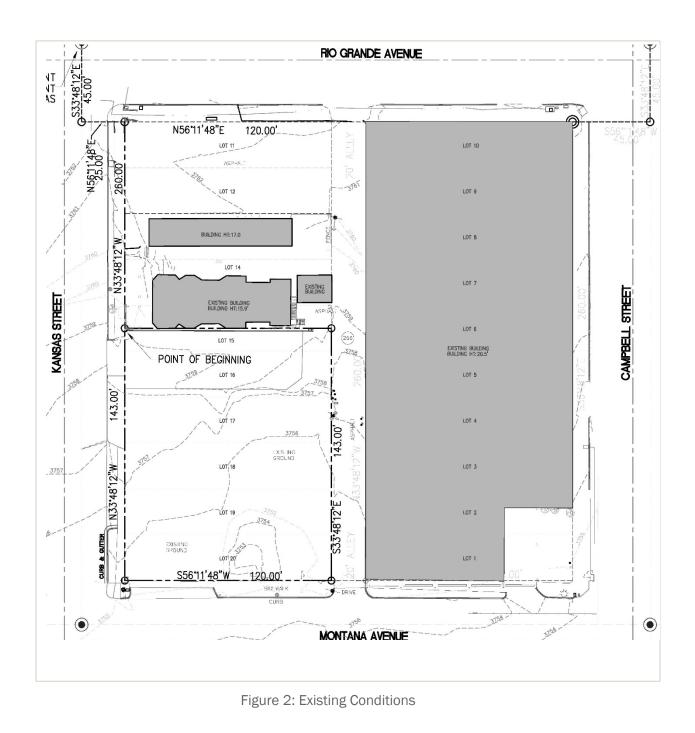
The site is located on the Central side of El Paso occupying the block between Cambell St and Kansas in the east and west direction, and Montana and Rio Grande in the north south direction.



FIGURE 1 : SITE LOCATION

# Site Description

The site consists of 1.432 acres to include a 20-foot alley between the two parcels. The site is occupied by 4 buildings, and vacant land.



Zoning Plan, RMU

# **Existing Conditions:**

# Legal Description

The legal description of the site is:

All of lots 1 through 20, Block 266, Campbell Addition, the City of **El Paso**, **El Paso County Texas**.

The existing alley connecting Montana and Rio Grande between Kansas Street and campbell Street.

# Legal Address

There are several addresses on that site:

405 Montana 910 Kansas 916 Kansas 400 Rio Grande 416 Rio Grande 415 Montana

# Platting Determination

The site is legally subdivided in the City of El Paso, the subdivision name is Campbell Addition

The lots will not be combined and will stay the same.

Future Land Use

:

The site is located within the boundary identified by the City comprehensive plan as G-2 Traditional Neighborhood.

# **Proposed Conditions**

Land use

The site will be zoned to GMU General Mixed Use.

The following table summarizes the proposed uses.

RESIDENTIAL COUNT				
	1 BDRM	2 BDRM		
PHASE I - BUILDING #1				
GROUND LEVEL SECOND LEVEL THIRD LEVEL FOURTH LEVEL	12 16 16 16	5 5 5 5		
TOTAL	60	20		
PHASE II - BUILDING #2 GROUND LEVEL SECOND LEVEL THIRD LEVEL FOURTH LEVEL TOTAL PHASE I & II = 136 TOTAL UNITS PROPOSED DENSITY:	11 11 11 11 44 104 104 / 1.55 ACRE = 67 UNITS / ACRE	3 3 3 12 32 32 / 1.55 ACRE = 20.64 UNITS / ACRE		
PROPOSED NONRESIDENTIAL LAND USE				
BLDG 1A (1,080 SF): • ASSISTANT OFFICE • MANAGER'S OFFICE • BUSINESS CENTER • STO. / JAN. • UNISEX RESTROOMS (2)	BLDG 1B (592SF): • GROUND STORAGE • OFFICE (2) • LAUNDRY ROOM • LAUNDRY STORAGE TOTAL NONRESIDENTIAL: 2,667 SF			

Table 1: proposed Mixed Use

The units are spread as follows:

# PHASE I - BUILDING #1 Max height 47'

Bldg 1a: 1 Bedroom 3 Units / Floor X 3 = 9 Total Units 2075 Sf / Floor X 3 = 6,225 Total Sf

Bldg 1b: 1 Bedroom 4 Units / Floor X 3 + 3 Ground = 15 Total Units 2760 Sf / Floor X 4 = 11,040 Total Sf Bldg 1c: 1 Bedroom 5 Units / Floor X 4 = 20 Total Units 3200 Sf / Floor X 4 = 12,800 Total Sf

Bldg 1d: 2 Bedrooms 5 Units / Floor X 4 = 20 Total Units 4500 Sf / Floor X 4 = 18,000 Total Sf

Bldg 1e: 1 Bedroom 4 Units / Floor X 4 = 16 Total Units 2770 Sf / Floor X 4 = 11,080 Total Sf

### Phase II - Building #2, Max height 47'

Bldg 2a: 11 Units / Floor X 4 = 44 Total Units 7,555 Sf / Floor X 4 = 30,220 Total Sf

Bldg 2b: 3 Units / Floor X 4 = 12 Total Units 1,878 Sf / Floor X 4 = 7,512 Sf Total Sf

### **Proposed Nonresidential Land Use**

Bldg 1a: Ground Floor 2,965 Sf / Floor X 1 = 2,965 Total Sf

Floor Area Ratio

The maximum proposed intensity for nonresidential land use is 141,896 gross sf / 2,667 nonresidential sf x 100. The calculated FAR, (floor area ratio), of nonresidential land use is .53% of the total sf

## Parking calculation

The parking was calculated based on the different types of proposed uses. The code required 1.5 parking spaces per 1 bedroom unit and 2 parking spaces per 2 bedroom and more. The following table is the summary of the required parking per phase:

#### PHASE I

130 P.S. REQUIRED 52 PROVIDED

# COMMERCIAL

862 SF / 288 = MIN 3 P.S. 862 SF / 200 = MAX 4 P.S.

## PHASE II

90 P.S. REQUIRED 37 PROVIDED

# PHASE I & II 224 P.S. REQUIRED 89 PROVIDED

There will be a shortage of 135 Parking spaces. The bike parking spaces provided are 11 spaces which matches the required spaces by code.

# **Principals and Requirements**

The following principles and requirements shall apply to a mixed-use development and shall serve as the basis for approval of a master zoning plan. According to the General Design Principles as per Title 20.10.360G, the following bullets are to be used as guidelines only," and compliance with any guideline within a mixed-use development shall be determined on a case by case basis as part of the master zoning plan and mixed use development plan approval. It is not intended that every mixed-use development conform to all or any set number of the enumerated design guidelines".

Development Perspective.

i. That the natural infrastructure and visual character of the development area be retained as derived from existing topography, riparian corridors and other environmentally sensitive areas.

The land has been vacant and the buildings have been deteriorating. The surrounding areas are developed and occupied. The proposed design will enhance the character of the area and the topographic will not change from the existing topography.

ii. That the development strategy utilized encourages infill and redevelopment in parity with new and existing neighborhoods.

The development consists of utilizing the existing parking garage building and renovating it to be utilized as the parking garage for the proposed development. The Mix-use will be compatible with the existing usage along all property lines and will enhance the area and will provide services that the vicinity lacks.

iii. That proposed development contiguous to urban areas be organized as town centers and neighborhoods, and be integrated with the existing urban pattern.

The proposed development will have a work live type of development that contains residential, office, retail, dining and entertainment. The proposed mix uses serve as a miniature town center.

iv. That proposed development noncontiguous to urban areas is organized in the pattern of an isolated community consisting of a complete town center serving the neighborhood(s).

The site is surrounded by commercial, office development and a church and it will serve as a service center for the surrounding community.

v. That a mixture of housing types and densities be distributed throughout the mixeduse development.

The development consists a parking garage, retail and office at the first level and apartment on the other stories of the proposed building..

vi. That transportation corridors be planned and reserved in coordination with land use patterns.

The corridors are existent.

vii. That natural or man-made green corridors and open space areas be used to define and connect neighborhoods to other facilities within the development, and that these areas allow for connectivity outside of the development where feasible.

The green space within the property is properly located in the center of the project which makes it accessible to all the tenants within the development

viii. That the development includes a framework of transit, pedestrian and bicycle systems that provide alternatives to the automobile.

Sun Metro has confirmed that the project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

ix. That neighborhoods with town centers be the preferred pattern of development and that developments specializing in single use be discouraged.

This development combine is an example of mix uses that should be encouraged throughout the City.

x. That neighborhoods be compact, pedestrian-friendly, and mixed use.

The proposed development includes sidewalks, and bike racks. It also consists of the mix uses described earlier.

xi. That ordinary activity of daily living occurs within walking distance of most dwellings.

The proposed residential apartment is located in the same building which allows the tenant to walk to all the proposed uses.

xii. That interconnected networks of streets be designed to disperse and reduce the length of vehicle trips.

The development is existent and the streets are existent too.

xiii. That within neighborhoods, a range of housing types and price levels be provided to accommodate people of diverse ages and incomes.

*This item does not apply* 

xiv. That appropriate building densities and land use be provided within walking distance of transit stops.

The project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

xv. That civic, institutional and commercial activity be embedded, and not isolated, in the development.

This item does not apply

xvi. That a range of open space including parks, squares, and playgrounds be distributed within the development.

The building will extend up to the right of way lines of all streets. There will be some landscaping scattered where feasible and available. Also there will be an open space area within the courtyard that provides playground, sitting area and community gardens.

xvii. That a development has sufficient size to accommodate the mixed-use concentration of uses.

Zoning Plan, RMU

The breakdown of the proposed mixed use is shown in table 1.

Building Perspective.

The following items are the guidelines for building perspectives under to the General Design Principles as per Title 20.10.360G

i. That buildings and landscaping contribute to the physical definition of streets as civic places.

The building will enhance the image of the area. The landscaping will be scattered along some of the frontages.

ii. That the design of streets and buildings reinforce safe environments.

The streets are existing. The sidewalks will be demolished and rebuilt to make them safer and in compliance with ADA for pedestrian traffic. The building will be built in compliance with the 2015 building code and in compliance with the City municipal code. The units adjacent to the street will have window facing the street. The office of the building and the security office is located on the first floor and has windows facing the street.

- iii. That architecture and landscape design grow from local climate, topography, history and building practice.
  - Transitional style as a midpoint between traditional and modern, building to be in harmony with the surrounding architecture styles, stucco and metal clad exteriors that will be taking some elements of neighbored St. George Church and some of the stucco clad bungalow houses/apartments, creating a contemporary cohesive look.
  - Exiting abandoned parking garage will be rehabilitated to be improved up to current building codes and standards.
     The exterior will be screen and modernize to harmonized and compliment the residential building complex.
- iv. That the preservation and renewal of historic buildings be facilitated.

The building has been built and it will be remodeled and added upon. The proposed development will enhance the quality of the building as well as the aesthetics of the site.

v. That principal buildings and facades, where possible, be located parallel to the frontage line to encourage a community-friendly environment.

This item will be met.

#### **General Design Elements**

The following items are the general design elements according to the General Design Principles as per Title 20.10.360G

1. Neighborhoods limited in size and oriented toward pedestrian activity.

The site is designed with sidewalks along the frontage of the adjacent streets to make it pedestrian friendly.

2. A variety of housing types, jobs, shopping, services, and public facilities.

The development consists of Multifamily Dwellings and office spaces.

3. Residences, shops, workplaces, and other buildings interwoven within the neighborhood, all within close proximity.

The building will only house apartment units ranging from 1 Bedroom one bath to 3 bedroom 2 bath and other offices.

4. A network of interconnecting streets and blocks that maintain respect for the natural landscape.

The streets are existent.

5. Natural features and undisturbed areas that are incorporated into the open space of the neighborhood.

This item does not apply

6. A coordinated transportation system with a hierarchy of appropriately designed facilities for pedestrians, bicycles, public transit and automotive vehicles.

The site will have walking sidewalks, and bus stops to encourage public to use alternative transportation methods.

7. Well-configured squares, plazas, greens, landscaped streets, preserves, greenbelts, or parks dedicated to the collective social activity, recreation, and visual enjoyment of the neighborhood.

Zoning Plan, RMU

The site will enhance the visual enjoyment of the neighborhood. Street trees and other landscaping will be part of this development. A landscaped courtyard, playground and community gardens are also part of this development and will all be located within the courtyard.

8. Buildings, spaces, and other features that act as landmarks, symbols, and focal points for community identity.

The combination of all the proposed mix uses will be the focal point for community identity.

9. Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmonious environment.

Low maintained landscaping elements including planting material, ground covering, irrigation and shading devises native to this region will complement the architectural style that take elements from the neighboring buildings to a contemporary look.

10. Classification of uses deploying a range from rural-to-urban to arrange in useful order the typical context groupings of natural and urban areas to ensure compatibility of land uses.

This item does not apply.

The proposed development complies with most of the items listed above. The developer and the design team will make an extra effort to comply with items 7 through 10.

#### Architectural Objectives.

As previously stated, the architectural design of the proposed development will achieve the following objectives as part of the mixed-use development plan:

- 1. Architectural compatibility;
- 2. Human scale design;
- 3. Integration of uses;
- 4. Encouragement of pedestrian activity;
- 5. Buildings that relate to and are oriented toward the street and surrounding buildings;
- 6. Residential scale buildings in any mixed residential area;
- Buildings that contain special architectural features to signify entrances to the mixed-use development; and
- 8. Buildings that focus activity on a neighborhood open space, square or plaza.

#### Roadway Design.

Driveways will be used for traffic circulation within the proposed development. The design of these driveways will comply with City of El Paso rules and regulations.

#### Parking.

The required spaces of parking will be calculated and provided according to the parking requirements in <u>Chapter 20.14</u>. However, the project will require parking reduction of 124 parking spaces out of 220 required parking spaces. There are approximately 80 spaces plus available along the adjacent streets within 300 feet from the site.

#### Setbacks.

According to the to the General Design Principles as per Title 20.10.360G," Properties within a mixed-use development shall be allowed zero setbacks for all uses, unless otherwise required by the city council as part of the review of the master zoning plan". Therefore, this development will have a minimum of 0 foot setbacks.

#### Lot Coverage and Heights

We propose to have a 100% coverage for the entire lot. The height of the building should not exceed 60 feet.

#### Landscaping.

According to the General Design Principles as per Title 20.10.360G, "Uses within a mixed-use development shall not be required to conform to the landscaping requirements of <u>Title 18</u> (Building and Construction) of the El Paso City Code".

The proposed landscaping, amenities and other green areas proposed within this development will be shown and considered as part of the master zoning plan and mixed-use development plan approval process.

phasing

- Phase I:
  - $\circ$  (1) 4 story apartment building complex to house 80 units total.
    - (60) 1-bedroom units.
    - (20) 2-bedroom units.
  - This complex will include few amenities like community spaces, laundry room, playground, community garden, among others.
  - Rehabilitated parking garage to comply with current building codes and standards.

Landscaped areas.
 Phase I should start in July of 2021. The construction schedule is 12 months.

- Phase II:
  - $\circ$  (1) 4 story apartment building complex to house 56 units total.
    - (44) 1-bedroom units.
    - (12) 2-bedroom units.
  - $\circ$  Landscaped areas.

Phase II might start in 2025 and the duration is 12 months also.



ITEM

# 405 Montana Avenue Rezoning

PZRZ21-00001





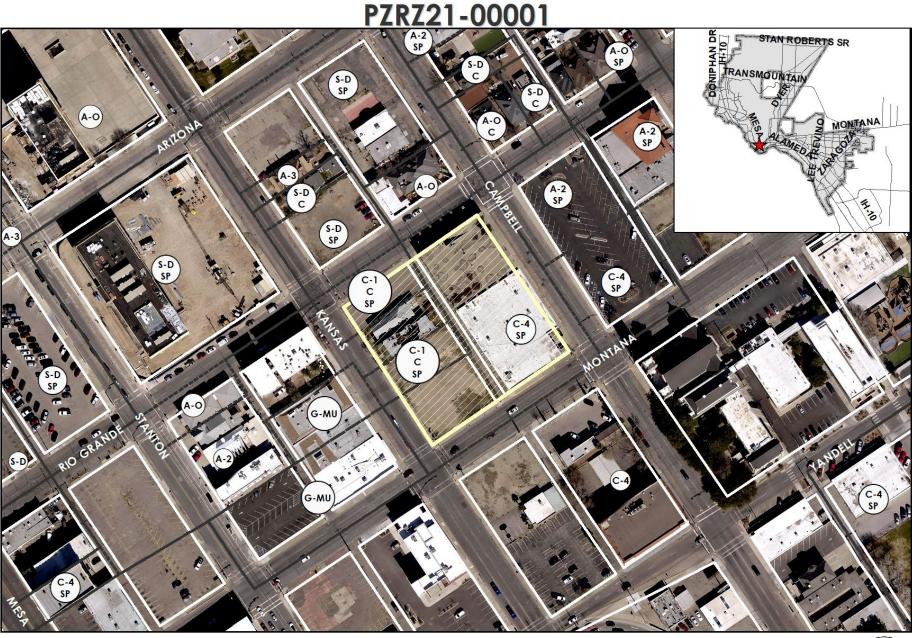


# Recommendation

 Staff recommends approval with condition.

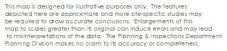
 City Plan Commission recommends approval (9-0) with the following condition:

That the Montana Alley Vacation (SURW21-00002) be recorded prior to City Council approval



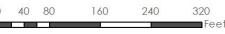


## Aerial













PZRZ21-00001 A-2 SP STAN ROBERTS SR ā A-0 Z SP S-D C TRANSMOUNTAIN S-D SP S-D C (A-0) A-0 C MONTANA A-2 SP Bilon (A-0) A-2 SP S-D MARBELL 11.10 С S-D SP S-D C-4 SP C-1 С SP APANS. C-4 SP MONTANA C-1 С S-D SP SP (A-O) G-MU GRAM YANDELL 0 (A-2) (S-D) C-4 C-4 SP G-MU C-4 SP MESA



## Existing Zoning



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-pecific studies may be required to drow 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

40 80 160 240 320 Fee

## PZRZ21-00001 STAN ROBERTS SR TRANSMOUNTAI MONTANA ARIZONA CAMPBELL 14.10 Traditional Neighborhood (Walkable) WONTANA RO GRANDE YANDELL KANSAS SIAMON MESA



## Future Land Use



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-pecific studies may be required to drow 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

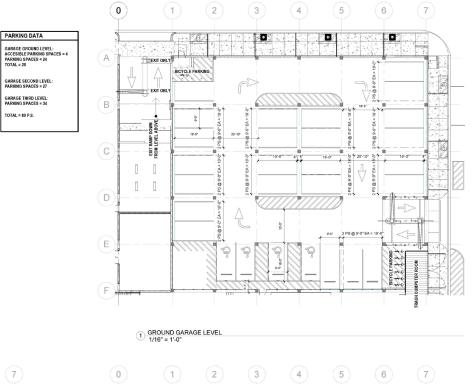
40 80 160 240 320 Fe





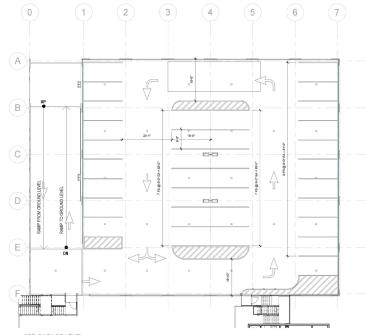
### EPA TX

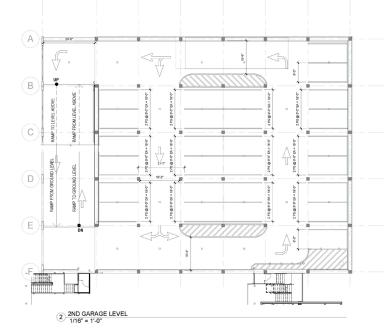
# Master Zoning Plan





# Master Zoning Plan

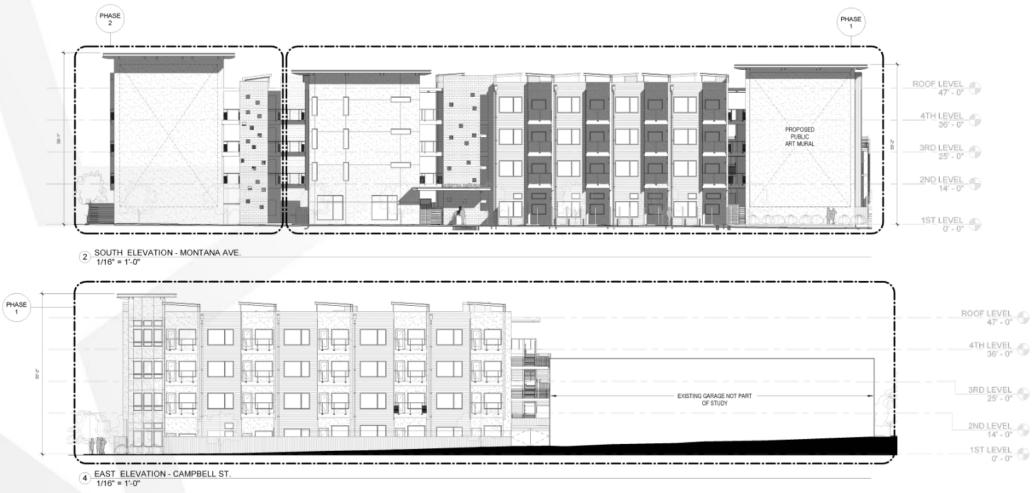






3 3RD GARAGE LEVEL 1/16" = 1'-0"





## **Elevations**







# Subject Property



# Surrounding Development

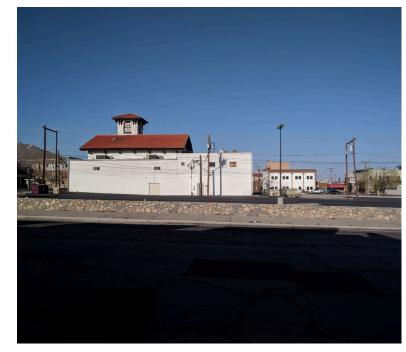


W









# Public Input

- Notices were mailed to property owners within 300 feet on March 24, 2021.
- The Planning Division has received no communication in favor nor opposition to 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

#### File #: 21-562, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### District 8

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

#### AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST21-00001, to allow for a 100% reduction in parking on the property described as All of Lots 1-6 & 11-20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070.B 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 and detailed site development plan meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 405 Montana Ave. Applicant: SLI Engineering, c/o Georges Halloul, PZST21-00001 [POSTPONED FROM 05-25-2021]

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

AGENDA DATE: May 25, 2021 PUBLIC HEARING DATE: June 22, 2021

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

Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 8

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

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

#### SUBJECT:

An Ordinance granting Special Permit No. PZST21-00001, to allow for a 100% reduction in parking on the property described as All of Lots 1-6 & 11-20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070.B 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 and detailed site development plan meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: 405 Montana Ave. Applicant: SLI Engineering, c/o Georges Halloul, PZST21-00001

#### **BACKGROUND / DISCUSSION:**

The applicant is requesting approval of a special permit and detailed site development plan to allow for a 100% reduction in parking for a proposed multi-family complex, which consist of one hundred thirty-six (136) apartment units and requires two hundred four (204) parking spaces. City Plan Commission recommended 9-0 to approve the special permit and detailed site development plan on April 22, 2021. As of May 18, 2021, staff has received one (1) letter in favor; three (3) calls, two (2) emails, and five (5) letters in opposition to the special permit request. See attached staff report for additional information.

#### PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

#### 

DEPARTMENT HEAD:

Kevin Smith for

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

#### ORDINANCE NO.

#### AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00001, TO ALLOW FOR A 100% REDUCTION IN PARKING ON THE PROPERTY DESCRIBED AS ALL OF LOTS 1-6 & 11-20, BLOCK 266, CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.14.070.B OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

**WHEREAS**, the Housing Authority of the City of El Paso, has applied for a Special Permit under Section 20.14.070.B of the El Paso City Code to allow for a 100% parking reduction; and

**WHEREAS**, a report was made by 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 Section 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 G-MU (General Mixed Use) District:

All of Lots 1-6 & 11 -20, Block 266, Campbell Addition, City of El Paso, El Paso County, Texas; and,

2. That the City Council hereby grants a Special Permit under Section 20.14.070.B of the El Paso City Code to allow for 100% Parking Reduction on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the G-MU (General Mixed Use) 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 "A"** and is incorporated herein by reference for all purposes, more particularly described by the metes and bounds attached as **Exhibit "B"** and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, **Special Permit No. PZST21-00001**, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant 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 to the City Plan Commission before building permits are issued.

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

#### THE CITY OF EL PASO

Oscar Leeser Mayor

**ATTEST:** 

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Russell Abeln Assistant Attorney

#### **APPROVED AS TO CONTENT:**

Kevin Smith for

Philip F. Etiwe, Director Planning & Inspections Department

(Agreement on following page)

#### AGREEMENT

Housing Authority of the City of El Paso, the Applicant referred to in the above Ordinance, hereby agrees 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 G-MU (General Mixed Use) District regulations, and subject to all other requirements set forth in this Ordinance.

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

Housing Authority of the City of El Paso

(Signature)

(Name/Title)

#### ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_\_ for Housing

Authority of the City of El Paso as Applicant.

)

)

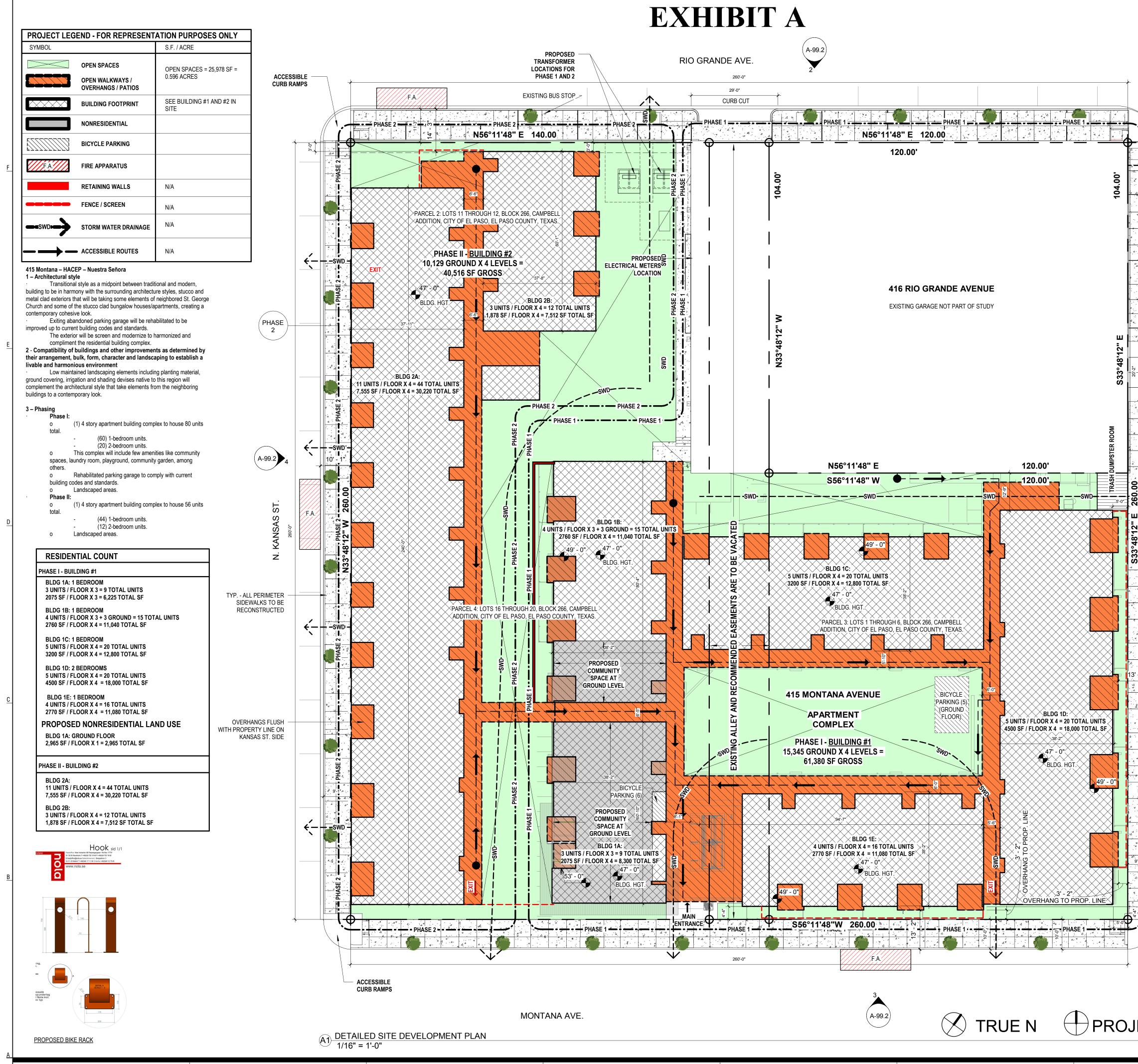
(Seal)

Notary Public, State of Texas Signature

Printed or Typed Name

My Commission Expires:

(Exhibits on next page)





| 2

2

3

| 3

5

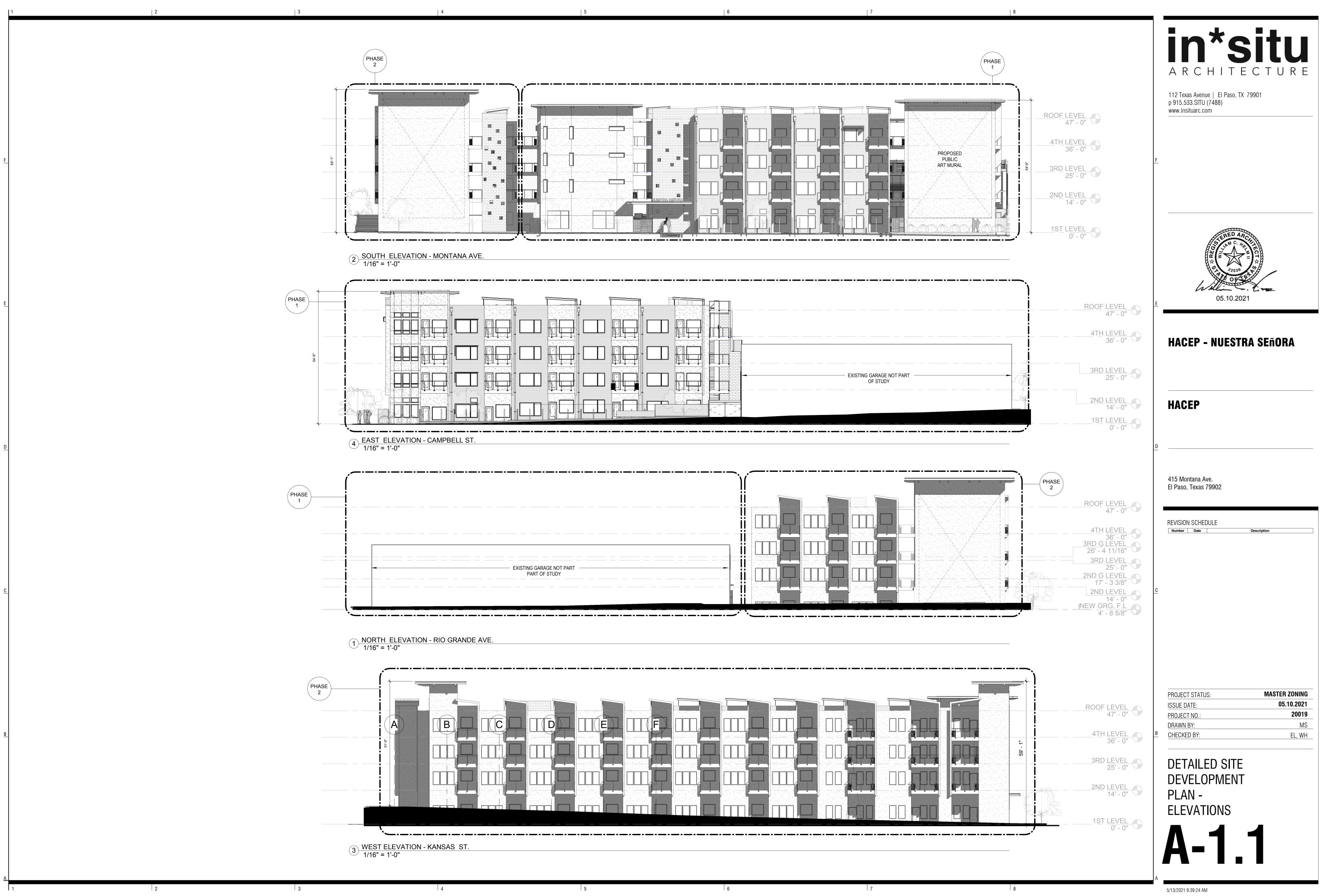
6

17

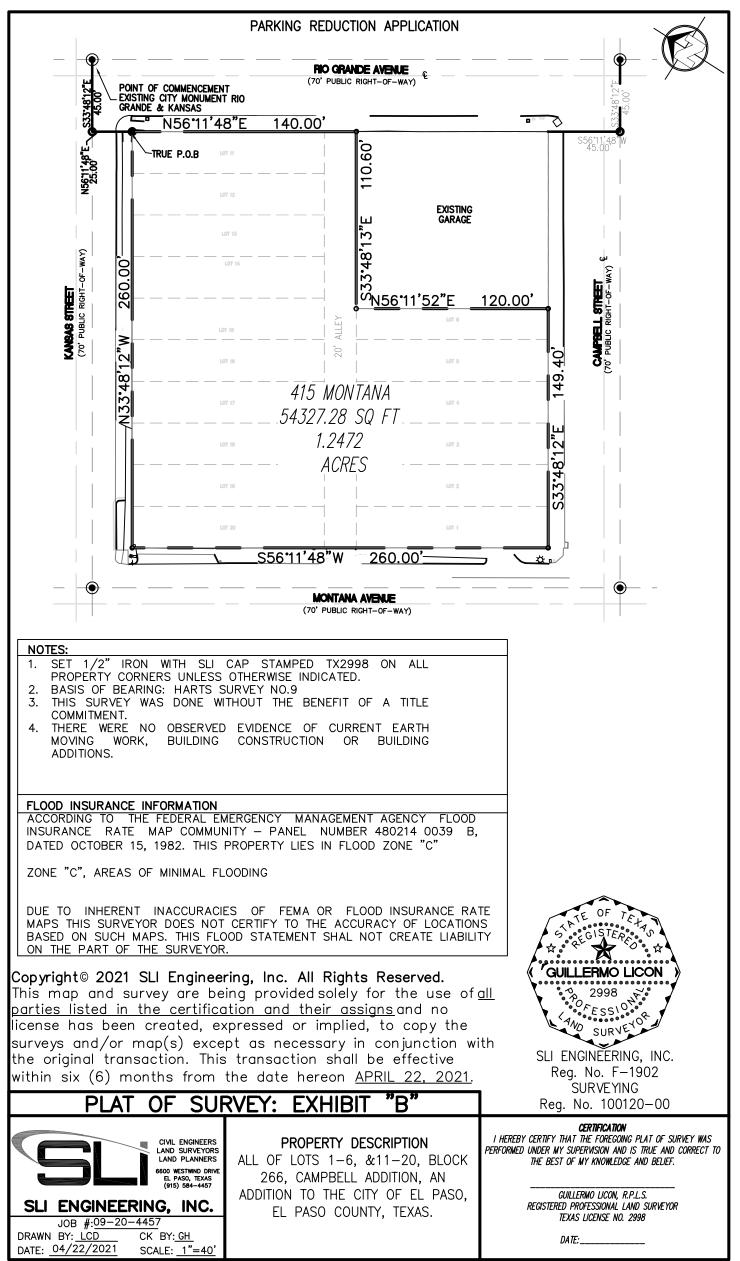
4

		δ	
		PROJECT CALCULATION DATA	
		APPLICABLE CODES	intoti
		INTERNATIONAL BUILDING CODE 2015 NFPA	in*situ
		ADDAG TAS	
		FHA ZONING	ARCHITECTURE
		PROPOSED ZONING - GMU	112 Texas Avenue   El Paso, TX 79901
		YARD STANDARDS (MONTANA AVE. FRONTAGE): FY - 0'-0" RY - 0'-0"	p 915.533.SITU (7488)
	ACCESSIBLE	SYE - 0'-0" SYW - 0'-0"	www.insituarc.com
-,×	CURB RAMPS	OCCUPANCY	
	\ 	GROUP R2	
4.		CONSTRUCTION	
		TYPE VA	
		ALLOWABLE NUMBER OF STORIES ABOVE GRADE (TABLE 504.4)	
	PHASE	TYPE VA S = 4 STORIES ALLOWABLE BUILDING HEIGHT (TABLE 504.3)	
ASE 1		TYPE VA S = 70	
- E		LAND AREA	
		TOTAL LAND AREA = 54,327.28 SF = <b>1.2472 ACRES</b>	
		BUILDING AREA PHASE I	STERED ARCHING
		15,345 GROUND X 4 LEVELS = 61,380 SF GROSS PHASE II	
		10,129 GROUND X 4 LEVELS = 40,516 SF GROSS TOTAL PHASE I AND II	
		15,345 + 10,129 = 35,474 GROUND X 4 LEVELS = 141,896 SF GROSS ALLOWABLE AREA IN SF (TABLE 506.2	OF STATE
		R-S SM TYPE VA = 36,000 SF PER FLOOR	Willing . Line
- PHASE 1		LEGAL DESCRIPTION     PARCEL 2: LOTS 11 THROUGH 12, BLOCK 266, CAMPBELL	05.10.2021
<b>1</b>	CUT	ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS. • PARCEL 3: LOTS 1 THROUGH 6, BLOCK 266, CAMPBELL ADDITION,	
20'-2"	30'-0" CURB C	<ul> <li>CITY OF EL PASO, EL PASO COUNTY, TEXAS.</li> <li>PARCEL 4: LOTS 16 THROUGH 20, BLOCK 266, CAMPBELL</li> </ul>	
- <b>i</b> =		ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS. • LOT 13, 14, AND 15 CAMPBELL ADDITION CITY OF EL PASO, EL	HACEP - NUESTRA SEÑORA
		PASO COUNTY, TEXAS. • ALLEY TO BE VACATED	
		LOT COVERAGE 100% (ENTIRETY OF BLOCK 266)	
<b>PHASE</b>		RESIDENTIAL COUNT	
4-		1 BDRM 2 BDRM	
	5	PHASE I - BUILDING #1	HACEP
<b>81</b>	30-0" CURB CUT	GROUND LEVEL125SECOND LEVEL165	
260.00	ŏ	THIRD LEVEL165FOURTH LEVEL165	
		TOTAL         60         20           PHASE II - BUILDING #2         20	
		GROUND LEVEL 11 3	
		SECOND LEVEL113THIRD LEVEL113FOURTH LEVEL113	
S 33		TOTAL 44 12	415 Montana Ave.
SE 1		PHASE   &    = 136 TOTAL UNITS         104         32	El Paso, Texas 79902
		PROPOSED DENSITY:         104 / 1.55 ACRE =         32 / 1.55 ACRE =           67 UNITS / ACRE         20.64 UNITS / ACRE	
	1 A-99.2		
		BLDG 1A (1,080 SF):         BLDG 1B (592SF):           • ASSISTANT OFFICE         • GROUND STORAGE           • MANAGER'S OFFICE         • OFFICE (2)	REVISION SCHEDULE           Number         Date         Description
	ST.	BUSINESS CENTER     IAUNDRY ROOM     STO. / JAN.     LAUNDRY STORAGE	
	ELL	UNISEX RESTROOMS (2)     TOTAL NONRESIDENTIAL: 2,667 SF	
3' - 11" <u> </u>		MAXIMUM PROPOSED INTENSITY FOR NONRESIDENTIAL LAND USE:	
	CAMPB	141,896 GROSS SF / 2,667 NONRESIDENTIAL SF X 100 = .53% OF THE TOTAL SF IS NONRESIDENTIAL LAND USE (FLOOR AREA RATIO)	
	ż	PARKING CALCULATIONS	
		1.5 P.S 1 BEDROOM 2 P.S 2 BEDROOMS COMMERCIAL GARAGE GROUND LEVEL:	
		PHASE I: 862 SF / 288 = PARKING SPACES = 24	
		0 PROVIDED 862 SF / 200 = GARAGE SECOND LEVEL:	
	- TYP ALL PERIMETER	90 P.S. REQUIRED	
9'-9" 	SIDEWALKS TO BE RECONSTRUCTED	PARKING SPACES = 34	
		224 P.S. REQUIRED 0 PROVIDED	
		= 224 P.S. SHORT	4
PHASE		BIKE RACK CALCULATIONS	PROJECT STATUS: MASTER ZONING
		REQUIRED 11 BIKE PARKING SPACE PROVIDED 11 BIKE PARKING SPACES	ISSUE DATE: 05.10.2021
9'-9" _ <sup>Δ</sup>		LANDSCAPE CALCULATIONS	PROJECT NO.: 20019
		LOT AREA = 67,601 SF (1.55 ACRES) FOOTPRINT OF PROPOSED BUILDINGS = 35,718 SF	B CHECKED BY: FT / MS / EL
		FOOTPRINT OF EXISTING GARAGE STRUCTURE = 13,136 SF TOTAL FOOTPRINT OF BUILDINGS = 48,854 SF	B CHECKED BY: EL, WH SPECIAL PERMIT
		REQUIRED LANDSCAPE AREA = 7,328 SF (48,854 X .15 = 7,328) LANDSCAPE AREA PROVIDED = 15,199 SF REQUIRED LINITS OF PLANT MATERIAL = 6 (5.358 SE OF	
* *		REQUIRED UNITS OF PLANT MATERIAL = 6 (5,358 SF OF REQUIRED LANDSCAPE AREA)	DETAILED SITE
••		REQ.         PROV.         NOTES           STREET TREES 0         34         BUILDING EXPANSION PROJECTS DO NOT DECULIDE NEW STREET TREES	DEVELOPMENT
	ACCESSIBLE	BUFFER TREES         0         Building expansion projects do not pequipe new pueses	PLAN
	CURB RAMPS	NOT REQUIRE NEW BUFFER TREES           CANOPY TREES         10         96 PARKING SPACES / 10 = 9.6	
		PROJECT TREES 6 6 6 REQUIRED UNITS OF PLANT	
		TOTAL TREES         16         50           PROJECT SHRUBS         270         270         6 × 45 = 270	
JEC	ΤN	NOTE: SINCE ONE EXISTING STRUCTURE WILL REMAIN WITHIN	
		THE PARCEL, THIS PROJECT IS CLASSIFIED AS A BUILDING EXPANSION PROJECT AND THUS NO NEW STREET TREES OR	
		BUFFER TREES ARE REQUIRED	
		8	5/13/2021 9:38:58 AM

384



### EXHIBIT B



PAGE 1 OF 2

#### PARKING REDUCTION APPLICATION

#### METES AND BOUNDS DESCRIPTION

#### EXHIBIT "B"

ALL OF LOTS 1-6 & 11-20, BLOCK 266, CAMPBELL ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument, 10 foot north and 10 foot east of the centerline intersection of Kansas Street (a 70' right-of-way) and Rio Grande Avenue (a 70' right-of-way) respectively; Thence, South 33° 48' 12" East from said city monument and on the monument line of Kansas Street, a distance of 45.00 feet to a point; Thence, North 56° 11' 48" East, away from said monument line, a distance of 25.00 feet to point for a boundary corner lying on the intersection of the northerly right-of-way line of Kansas Street and the southerly right-of-way of Rio Grande Avenue, said point being the TRUE POINT OF BEGINNING of this boundary description;

THENCE, North 56° 11' 48" East, with said right-of-way line of Rio Grande Avenue (a 70.00' right-of-way), a distance of 140.00 feet to a boundary corner;

THENCE, South 33° 48' 12" East abandoning said right-of-way line a distance of 110.60 feet to a boundary corner lying on the easterly right-of-way line of a 20.00 foot Alley;

THENCE, North 56° 11' 52" East, abandoning said right—of—way, along the northern boundary line of Lot 6, a distance of 120.00 feet to a boundary corner lying on the westerly right—of—way line of Campbell Street (a 70.00 foot Public right of—way);

THENCE, South 33° 48' 12" East, along said westerly right—of—way line, a distance of 149.40 feet to a point, for the southeast corner of this boundary;

THENCE, South 56° 11' 48" West, abandoning said right—of—way, along the northerly right—of—way line of Montana Avenue (a 70.00 foot right—of—way) a distance of 260.00 feet to a point for the southwest corner of this boundary;

THENCE, North 33° 48' 12" West, abandoning said right-of-way along the easterly right-of-way line of Kansas Street (a 70.00' Public Right-of-Way) a distance of 260.00 feet to a point for the northwest corner of this boundary, said point also being the TRUE POINT OF BEGINNING of this boundary description.

Said Parcel of land containing 1.2472 acres (54,327.28 s.f.) of land, more or less.

**Copyright**<sup>©</sup> **2021 SLI Engineering, Inc. All Rights Reserved.** This map and survey are being provided solely for the use of <u>all</u> <u>parties listed in the certification and their assigns</u> 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 <u>APRIL 22, 2021</u>.

#### METES AND BOUNDS



PROPERTY DESCRIPTION ALL OF LOTS 1-6, &11-20, BLOCK 266, CAMPBELL ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.



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

**CERTIFICATION** I HEREBY CERTIFY THAT THE FOREGOING PLAT OF 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

> > DATE:\_\_\_\_\_

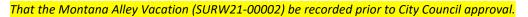
### 405 Montana Avenue

City Plan Commission — April 22, 2021 REVISED

CASE NUMBER:	PZST21-00001
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Housing Authority of the City of El Paso
REPRESENTATIVE:	SLI Engineering, Inc, c/o Georges Halloul
LOCATION:	405 Montana Avenue (District 8)
PROPERTY AREA:	1.55 acres
EXISTING ZONING:	C-1/c/sp (Commercial/conditions/special permit)
	A-2 (Apartments)
	C-4/sp (Commercial/special permit)
REQUEST:	Special Permit for Parking Reduction
RELATED APPLICATIONS:	PZRZ21-00001
	SURW21-00002
PUBLIC INPUT:	One (1) letter in favor; three (3) calls, <mark>two (2)</mark> emails, and <mark>five (5)</mark>
1	letters in opposition received as of 04/21/2021

**SUMMARY OF REQUEST**: The applicant is requesting a special permit to allow for a 100% reduction of the required parking for a proposed multifamily development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL W/CONDITIONS** of the Special Permit to allow a 100% parking reduction subject to all comments provided in Attachment 7, as the proposed development meets the requirements of El Paso City Code Sections 20.14.070 Parking Reductions, 20.04.320 Special Permit, and 20.04.150 Detailed Site Development Plan. Furthermore, the proposed development is in keeping with the policies of the G-2, Traditional Neighborhood (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan and is subject to the following condition:



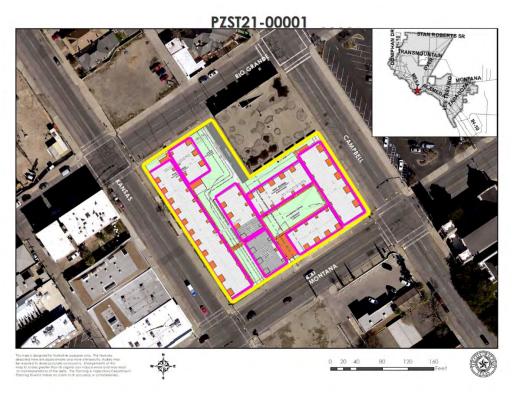


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST**: The applicant is requesting approval of a special permit to allow for a 100% reduction in required parking. The proposed multifamily development will consist of seven (7) buildings that will include one hundred four (104) one-bedroom units and thirty-two (32) two-bedroom units for a total of one hundred thirty-six (136) units. Additionally, it includes four (4) offices, a business center, storage rooms, restrooms, and laundry room facilities. The proposed development requires a total of two hundred twenty-four (224) parking spaces.

The applicant has conducted a parking study that shows a total of one hundred twenty-five (125) parking spaces available within 300 feet from the subject property with an average of one hundred four (104) parking spaces available during a 7:00 am thru 7:00 pm week day to serve the proposed use. The applicant has provided a letter from the Director of Sun Metro indicating that there are existing transit facilities within 1,000 feet of the subject property including one fixed route stop located adjacent to the subject property at Rio Grande Avenue and Kansas Street and one streetcar stop located on Stanton Street. Also, there are transit facilities for Sun Metro's Brio Route located on Oregon Street within walking distance (0.25 miles) from the proposed development. Additionally, the owner is proposing to rehabilitate an existing building into a parking garage that will provide eighty-nine (89) parking spaces. A total of one hundred ninety-three (193) parking spaces, that include the parking garage and on-street parking spaces, will be available to the proposed development. The proposed development will have access from Montana Avenue, Kansas Street, Rio Grande Avenue, and Campbell Street.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.14.070.B) – NEW DEVELOPMENT IN REDEVELOPMENT AREAS: Up to 100% parking reduction for a use involving the new construction of a structure(s) that is proposed as a redevelopment project located within a redevelopment area or transit oriented development corridor of the City. The applicant shall satisfactorily demonstrate compliance with all of the following conditions:

Criteria	Does the Request Comply?
1. That the structure(s) is located within one of the following redevelopment areas: the Downtown area (defined as the area between the Union Depot, Paisano Drive, St. Vrain Street, Olive Street, St. Vrain Street, the southern boundary of the Southern Pacific RR	<b>Yes.</b> The proposed development is adjacent to Montana Street, which is a transit corridor and is serviced by Sun Metro's Rapid Transit System (RTS) route.
Reservation, Campbell Street and Interstate 10), the South El Paso area (defined as the area south of Paisano Drive, and lying between Santa Fe Street and Cotton Street), and any other redevelopment area of transit oriented development corridor as may be recommended by the City Plan Commission and approved by City Council.	
2. That the proposed building coverage on the lot is necessary for the proposed use, both in design and function necessitating the reduction.	<b>Yes.</b> The proposed development's density is appropriate for the area with the development built up to the streets and covering most of the property.
3. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirements.	<b>Yes.</b> The applicant has demonstrated that no other vacant properties exist within 300 feet of the property to accommodate the off-street parking requirements.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 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>No</b> . The special permit request is for 100% reduction of parking. Also, the property is being rezoned to G-MU (General Mixed Use) and the proposed development meets all the requirements of the proposed zoning district.	
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	<b>Yes</b> . The proposed development will be built up to the street and is in character with Central El Paso. The proposed development's density is appropriate for a transit oriented development.	
3. Adequately served by and will not impose an undue burden upon public improvements.	<b>Yes</b> . The proposed development is adjacent to Montana Avenue, considered a Major Arterial, and adjacent to Kansas Street, Rio Grande Avenue, and Campbell Street, which are considered Minor Arterials. Additionally, the proposed development will be served by public transit.	
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>Yes.</b> A Parking Study was conducted providing the amount of on-street parking spaces available within 300 feet. Furthermore, the proposed development will be additionally served by an adjacent parking garage and is being built in two phases.	
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 development 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 in Central El Paso and the proposed development and uses are compatible with the surrounding properties.	
8. The proposed development is not materially detrimental to the property adjacent to the site.	N/A. 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?
Future Land Use Map: Proposed zone change is	Yes. The proposed development will be built up to the
compatible with the Future Land Use designation for	property line and is in character with Central El Paso.
the property:	The proposed development's density is appropriate for
G-2, Traditional Neighborhood: This sector	a transit oriented development and will provide a
includes the remainder of Central El Paso as it	mixture of residential uses to the area.
existing through World War II. Blocks are small and	
usually have rear alleys; buildings directly faced	
streets; schools, parks, and small shops are	
integrated with residential areas. This sector is	
well-suited for use of the SmartCode as a	
replacement for current zoning when planned in	
conjunction with specific neighborhood plans or	
identified in the Comprehensive Plan.	

COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i> , consider the following factors:				
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: G-MU (General Mixed Use): The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.	Yes. The proposed zoning district is compatible with other zoning districts surrounding the property. Properties around the proposed development are zoned A-O (Apartment/Office), S-D (Special District), C- 4 (Commercial), A-2 (Apartment), and G-MU (General Mixed Use) consisting of offices, surface parking, and apartments.			
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY A FOLLOWING FACTORS:	ND SURROUNDING PROPERTY, AFTER EVALUATING THE			
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	<b>N/A.</b> The subject property is not located within any historic districts, other special designations, or study area plans.			
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects are anticipated.			
<b>Natural Environment:</b> Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment.			
Stability: Whether the area is stable or in transition.	The area is in transition with new developments providing a greater mixture of uses for the neighborhood.			
<b>Socioeconomic &amp; Physical Conditions</b> : Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Developments existing on the subject property are being demolished. Moreover, the subject property is comprised of many different zoning districts. The proposed rezoning will apply a single zoning standard to the proposed development.			

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** El Paso Fire Department recommends conditional approval asking the applicant to demonstrate that where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), they are providing approved aerial fire apparatus access roads and that at least one side of the building should have aerial access. El Paso Water Utilities have asked for a full width easement along the 20' wide alley being vacated. Further coordination shall be made with the utility companies to remove or relocate all existing infrastructure.

**PUBLIC COMMENT**: The subject property lies within the boundaries of Houston Park Neighborhood Association, El Paso Central Business Association, and Sunrise Civic Group, who were notified by the applicant of the special permit request. Notices were provided to all property owners within 300 feet of the subject property on March 24, 2021. As of April 15, 2021, the Planning Division has received one (1) letter in favor; three (3) calls, two (2) emails, and five (5) letters in opposition received as of 04/21/2021 to the special permit request.

**RELATED APPLICATIONS:** A rezoning (PZRZ21-00001) is being requested for the property concurrently with the special permit application to rezone six (6) lots from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use), along with Master Zoning Plan approval. Montana Alley Right-of-Way Vacation (SURW21-00002) is proposing to vacate the 20-foot wide alley within Block 266, Campbell Addition. City Plan Commission (CPC) approved the right-of-way vacation request on February 25, 2021. The City Council public hearing is pending.

**OTHER CONSIDERATIONS:** The proposed multifamily development will be located within walking distance (0.25 miles) of Pat O'Rourke Recreation Center (0.20 miles), Houston Park (0.25 miles), and El Paso Community College (0.20 miles). Furthermore, there are several Sun Metro's fixed route stops, that include regular bus, streetcar, and Brio service. The proposed development is also in close proximity to two (2) parochial schools and two (2) daycares, and a medical provider. Additionally, there are numerous employers in the area including main offices for major employers such as El Paso Independent School District and City of El Paso.

#### CITY PLAN COMMISSION OPTIONS:

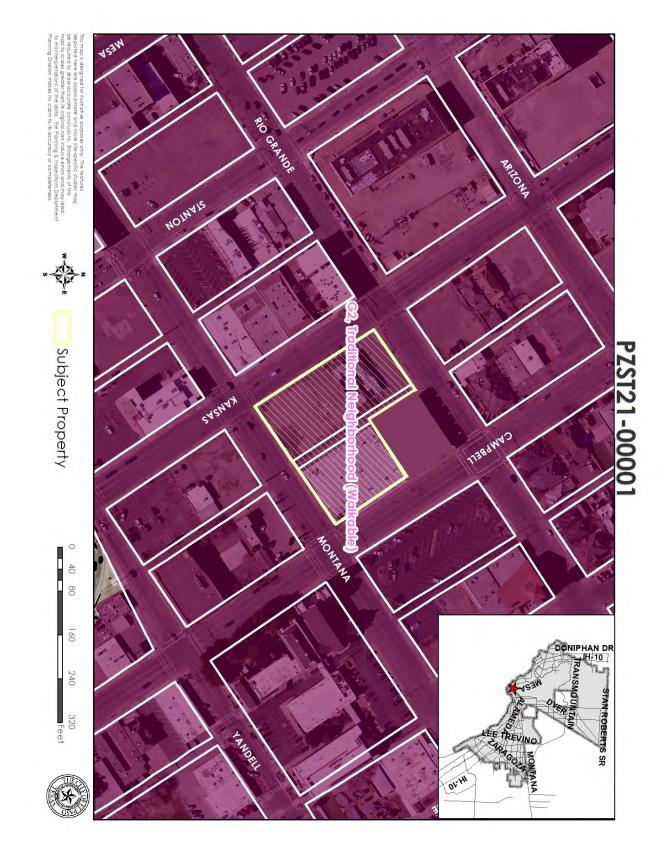
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

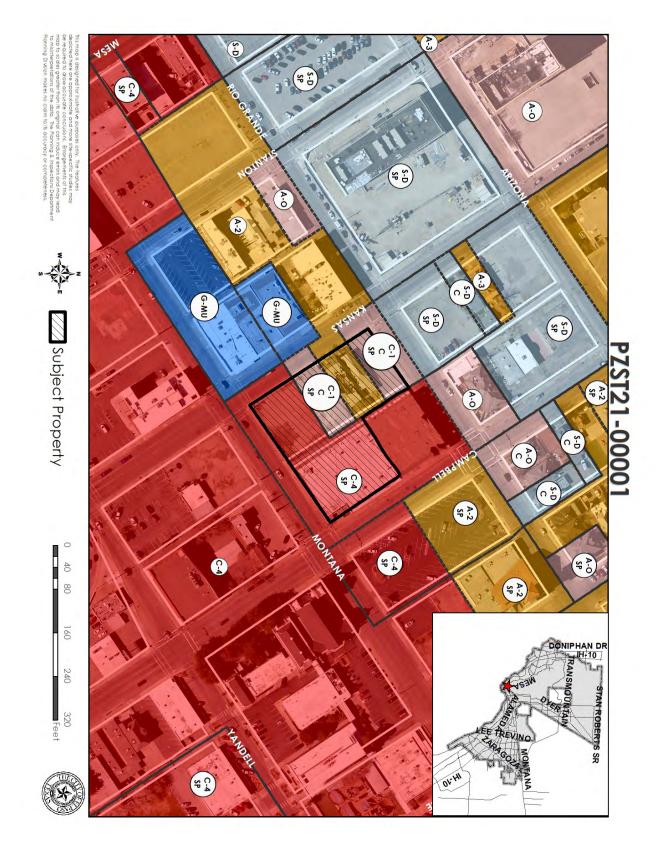
- 1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 2. **Recommend 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.

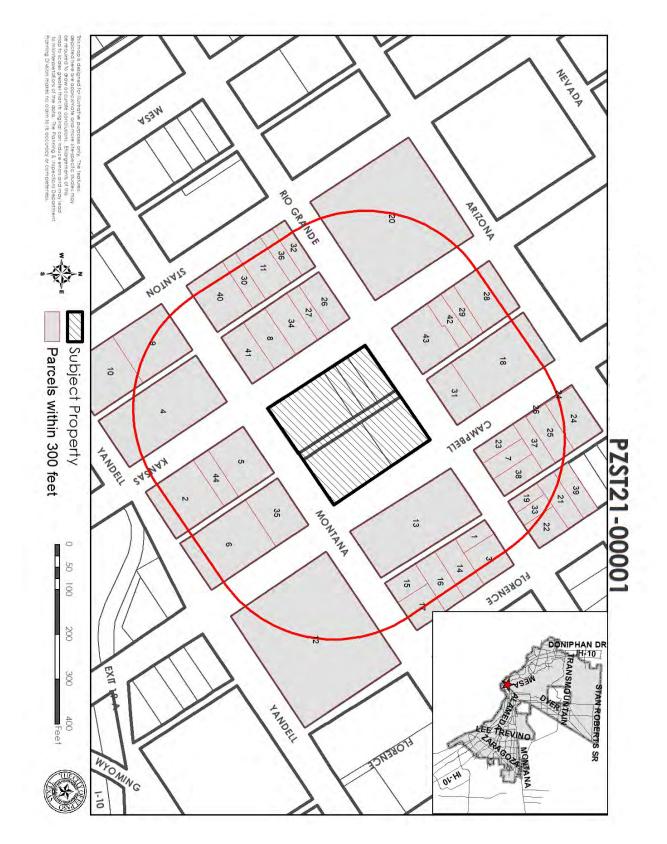
5

#### ATTACHMENTS:

- 1. Future Land Use Map
- 2. Zoning Map
- 3. Neighborhood Notification Boundary Map
- 4. Letter in support
- 5. Letters and email in opposition
- 6. Detailed Site Plan
- 7. Department Comments
- 8. Parking Study









April 7, 2021

City Plan Commission City of El Paso

Re: Nuestra Senora, a Tier 1 Infill Development

We are writing to urge the CPC to support Nuestra Senora's request for a parking reduction. Nuestra Senora is an 80-unit mixed income development located within a City of El Paso designated Tier 1 urban infill zone. The property is located at the SW corner of Campbell St. and E. Rio Grande. Please see attached Exhibit 1 which outlines the Tier 1 boundaries and includes the Nuestra Senora property. The development site was purposely selected by HACEP to fulfill City's Tier 1 in-fill objectives. It was submitted to, evaluated and supported by the City of El Paso and subsequently acquired by HACEP. Other proposed developments were not located in Tier 1 urban zones. Please see attached Exhibit 2. The Nuestra Senora development scored the highest on City of El Paso criteria and was subsequently fully supported by the City of El Paso through resolution by Council in early 2020 and continues in support by City staff. Please see attached Exhibits 3, 4 and 5. Additionally, all 80 units will be available at affordable rents, with units being offered at 60%, 50% and even 30% of Area Median Income.

The development is one of the very few developments in the downtown area to provide affordable housing to El Paso families. We realize and appreciate the support provided to the development by the City and City staff.

We do not make this parking reduction request lightly, and we know the City is attentive to, aware and supportive of the challenges associated with in-fill development, including providing required assistance to in-fill development projects.

Our Nuestra Senora development is unique for several reasons. Consider that our development is strictly residential, and our residents typically do not own automobiles. For example, at Blue Flame, another HACEP downtown development, we have 120 apartments and fewer than 50% of the residents/tenants have automobiles. Our residents continue to use public transportation as their primary source of transportation, which is another reason we selected this location with its proximity to public transportation. Aa bus stop is located less than 100' away and a trolley stop less than a block away from our Nuestra Senora development. Our affordable housing experience shows our residents will continue to utilize the existing public transportation system.

Our residents primarily use on-site parking ("off-street") and off-site ("on-street") parking in the evenings during off peak hours. We believe this will be true with Nuestra Senora. The residents drive to their jobs during work hours and will return to their apartment in the evening. By comparison, other commercial developments' employees, including those around Nuestra Senora, will use on-street

9

21260 Gathering Oaks 🔶 Suite 101 I San Antonio, Texas 78260 I 210-694-2223 fax 210-694-2225



parking during the day to commute home after work. Therefore, we believe the competition for onstreet parking at Nuestra Senora is counter to and does not conflict with daily peak parking demand resulting from adjacent commercial employers.

Finally, the Nuestra Senora development includes the rehabilitation of the existing parking garage located at the SWC of Rio Grande and Campbell. As a result of the parking garage, Nuestra Senora will be providing a structured off-street parking to its residents. Therefore, the development does not solely rely upon on-street parking. Residents will park in the parking garage at no charge. City ordinance requires 220 parking stalls for Nuestra Senora. The parking garage will include a total of 89 parking spaces. However, based on our tenant profile, we believe Nuestra Senora will require only 50 parking spaces. This represents a parking reduction request to the Plan Commission of 60%. Given HACEP's history of similar projects, we feel we can accommodate most the Nuestra Senora's parking needs within this parking garage. In brief, we feel there will be little need for any on-street parking by our residents and if there is an unmet resident parking requirement, it will be after daily business hours.

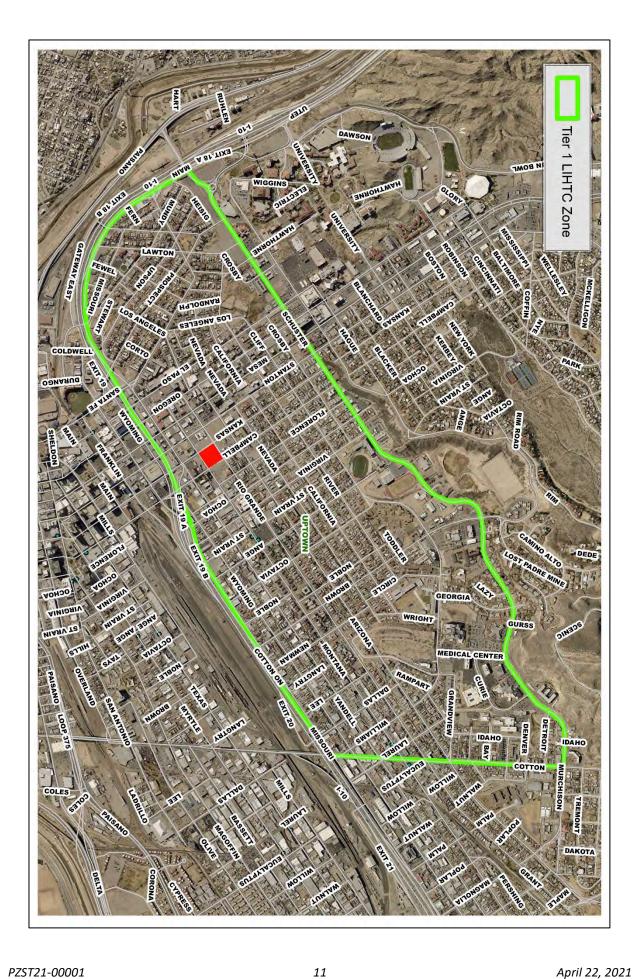
For these reasons, we feel our parking reduction request makes sense for this residential development and will not increase the current on-street peak parking demands in any meaningful way. Therefore, for the reasons presented in this memorandum, we feel that a reduction in total required spaces is warranted and should be supported in recommendation by the CPC.

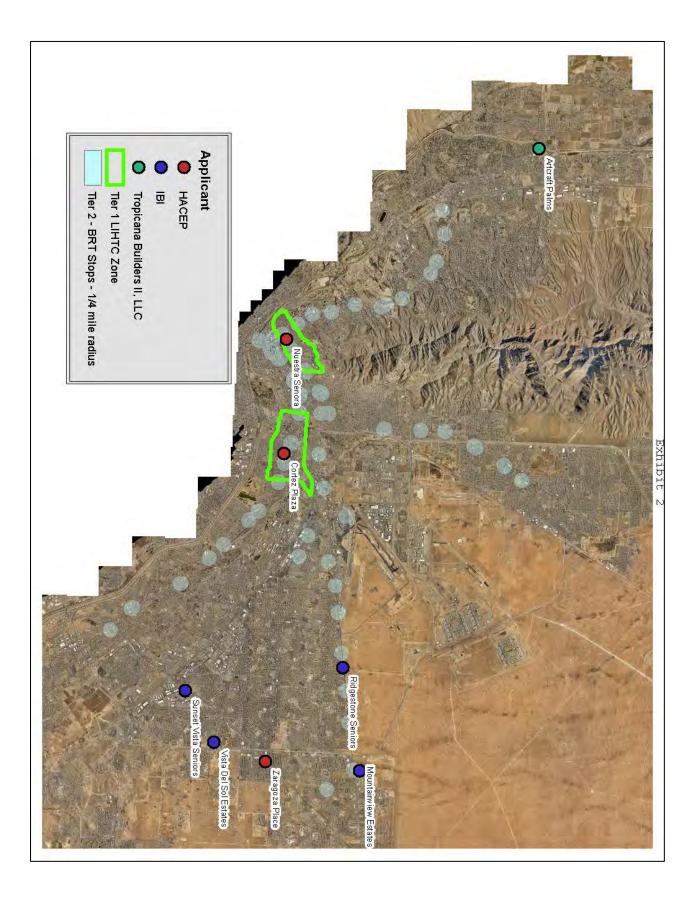
Thank you for your support.

Sincerely,

Ryah Wilson Senior Partner Franklin Companies

21260 Gathering Oaks 🔶 Suite 101 🔶 San Antonio, Texas 78260 🔶 210-694-2223 fax 210-694-2225



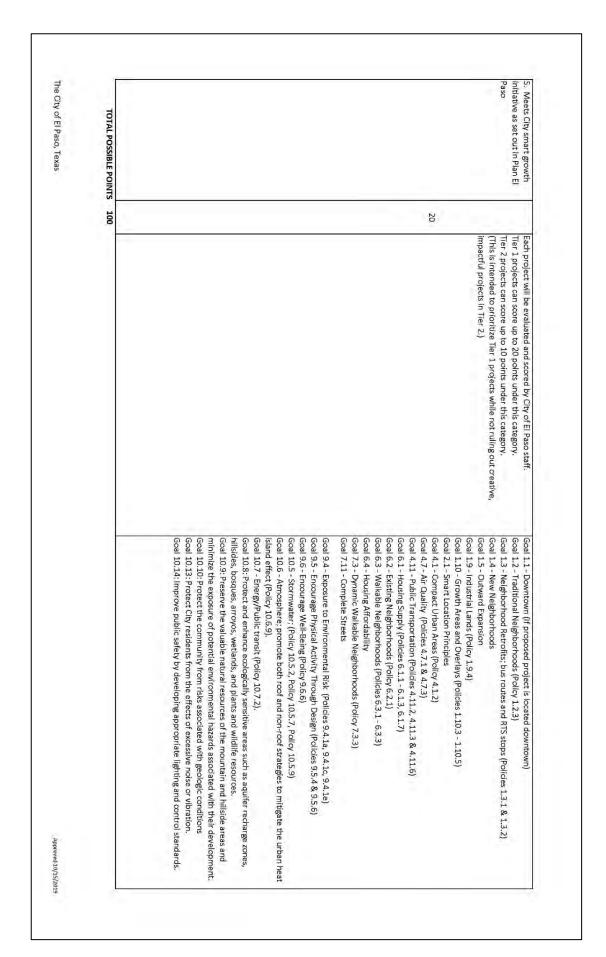


The City of El Paso, Texas

Approved 10/15/2019

Value Statement	Total Points	Evaluation Criteria and/or Scoring Breakdown (points)         Plan El Paso Reference (Th projects comply with Plan I below; rather, listed goals, against the Evaluation Criteria	Plan El Paso Reference (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies referenced below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)
<ol> <li>Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region</li> </ol>	ß	<ul> <li>a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units proposed as compared to the development with the greatest number of units. (ex. Develoment X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points software to the development with the greatest or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units. compared to the development with the greatest number of 30% AMI units.</li> <li>b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units. compared to the development with the greatest number of 31%-60% AMI units.</li> <li>d) 5 points for the development with the greatest number of units produced pergenetation of tax credit.</li> </ul>	Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)
<ol> <li>Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services</li> </ol>	20	Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services: a) Education (5 pts) b) Economic development/workforce and entrepreneurial development (Including homeowinership programs) (10 pts) c) Supportive/social services (5 pts)	Goal 5.12 - Museum & Cultural Affairs Goal 5.14 - Schools Goal 5.14 - Schools Goal 5.12 - Educational Opportunities Goal 9.3 - Access to Healthcare (Policy 9.3.1) Goal 9.3 - Access to Healthcare (Policy 9.3.1) Goal 6.1 Housing Supply, supportive housing (Policy 6.1.3) Policy 10.7.6: Promote behavioral changes and consumption patterns that conserve energy Goal 10.16: Reduce "Food Miles" or the distance that food must travel to El Paso, and the associated pollution and fuel consumption associated with long-distance food transport.

4. Local presence and long- term accountability in El Paso	3. Residents given an opportunity for inclusiveness and afforded an opportunity to access public services
15	10
Applicant has: a) Past experience involved in a development team constructing, operating and/or providing affordable housing for residents who fit the demographic profile to be served in El Paso (4 pts) b) A staff presence in El Paso of at least 5 employees (4 pts) c) 5 or more years experience as part of a development team financing, building, c) 5 or more years experience as part of a development team financing, building, operating or managing affordable housing in El Paso (4 pts) d) Commitment to extended affordability beyond 30 years. (1 point for every 5 years of extended affordability beyond 30 years) (up to 3 pts)	Categories: a) No physical barriers separating the development from the neighborhood and commercial/public services (4 pts) b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts) c) Development has a mix of units at various income levels to include 80% AMI and/or market rate. (3 pts)
N/A	<ul> <li>Goal 2.1 - Smart Location Principles</li> <li>Goal 2.2 - Neighborhood Patterns</li> <li>Goal 4.2 - Complete Streets (Policy 4.2.8)</li> <li>Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8)</li> <li>Goal 5.1 - Housing Supply (Policies 6.1.1, 6.1.2 &amp; 6.1.7)</li> <li>Goal 6.2 - Existing Neighborhoods (Policies 6.3.1 - 6.3.3)</li> <li>Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3)</li> <li>Goal 9.3 - Access to Healthcare</li> <li>Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy 10.6.3).</li> </ul>



**Compiled Detail Scoring by Request** 

Requests were scored by staff from the Capital Improvement Department, Community & Human Development Department, and Planning & Inspections Department using the Council approved Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals.

Development Name	Score Value 1		Score Value 2	2		Score Value 3	ω		Score	Score Value 4		Score Value 5	TOTAL
			26.			36.	in						
		2a.	Economic	2c. Social		gathering	income			2		Smart	
		Education	Dev.	Services	Services 3a. barriers	areas	levels	4a.	4b.	4c.	4d.	Growth	
Artcraft Palms	27.4	3.8	8	4.2	2.2	8.2	2,4	3.4	3	3.2	ω	0.0	63.4
lista Del Sol Estates	21.8	3.8	7	3.6	2.2	2.6	1.6	ω	2.8	2.8	0	0.0	51.2
Sunset Vista Seniors	11.3	3.8	7.8	3.4	2.4	2.6	1,6	ω	2.8	2.8	0	0.0	41.5
lidgestone Seniors	12.5	3.8	7.6	3.6	2.2	2.6	2	3.2	2.8	2.8	0	0.0	43.1
Mountainview Estates	21.8	4	7.4	3.6	2	2.4	1.6	3.2	ω	3	0	6.5	58.5
Vuestra Senora	29,8	4.6	9.4	4.6	3,8	2.8	ω	3,8	3.4	3.4	w	18.0	89.6
Cortez Plaza	32.0	4.6	9	4.6	3.2	2.6	2.2	3.6	3.4	3.2	ω	14.2	85.6
Zaragoza Place	33.8	4.2	7.6	4.2	2.4	2.6	1.8	3.6	3.2	3.2	3	0.0	69.6

### Exhibit 5

### RESOLUTION

WHEREAS, the Housing Authority of the City of El Paso (HACEP) has proposed a development for affordable rental housing at 405 Montana Ave., El Paso, Texas 79902, named Nuestra Senora, in the City of El Paso, Texas; and

WHEREAS, HACEP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Nuestra Senora; and

WHEREAS, HACEP has requested a waiver of permit fees in the amount of \$500 from the City of El Paso.

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

- 1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it **supports** the proposed **Nuestra Senora** located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 20190) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 3, 2020.
- 2. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has committed to HACEP, a waiver of \$500.00 in permit fees; these funds shall be used in developing **Nuestra Senora** located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 20190).
- 3. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF EL PASO

ATTEST:

Dee Margo, Mayor

Laura D. Prine City Clerk

(Signatures on the following page)

17

20-1039-1867 | 965241 HACEP- Nuestra Senora OAR

Page 1 of 2

APPROVED AS TO FORM: Omar A. De La Rosa Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole M. Ferrini Director, Community & Human Development Department

20-1039-1867 | 965241 HACEP- Nuestra Senora OAR

Page 2 of 2

## <u>ATTACHMENT 5</u>



ANCHORED IN CHRIST, LIVING IN COMMUNITY, SERVING IN THE SPIRIT

April 8, 2021

Mayor Oscar Leeser Members of the El Paso City Council City of El Paso Plan Commission City of El Paso Planning and Inspections Department

City Plan Commission Planning Division P.O. Box 1890 El Paso, Texas 79950-1890

RE: Cases: PZR221-00001 and Pzst21-00001

Dear City of El Paso Officials,

The Vestry (Board) of the Church of St. Clement, voted on March 30, 2021, to object to the special permit for parking proposed for the Public Housing Project at 405 Montana Avenue (Block 266, Campbell Addition, City of El Paso, El Paso, County, TX). While we have no objection to the multi-use housing plan that is proposed, we are concerned that the reduction in parking will put an undue burden on adjacent neighborhoods, businesses, and our Church and School.

The Church of St. Clement, the oldest Protestant Church in El Paso, has been in our present location since construction on the church began in October 1906. Our campus includes St. Clement's Parish School, an elite Blue Ribbon educational institution that accommodates over four hundred students. In addition, the Kelly Memorial Food Bank is using our buildings and parking lot on the corner of Montana and Campbell, and which serves hundreds of needy families daily. We are also aware that some of the Imagine 10 proposals involve diverting more traffic to Montana and Rio Grande Streets, which may also impact parking.

We would welcome a meeting to discuss our concerns. We would like to see a detailed plan that shows the number of spaces dedicated to the Nuestra Senora housing facility, including numbers of spaces for handicapped and guest spaces. Since our parking lot is adjacent to the proposed facility, we would like to know how the Housing Authority and City of El Paso will ensure that our parking lot is not used by residents and guests.

Regards

William Cox Cobb, Rector

810 N. CAMPBELL AT MONTANA · EL PASO, TEXAS 79902-5203 · (915) 533-4915 · FAX (915) 533-1958 OFFICE@STCLEMENTS.COM · WWW.STCLEMENTS.COM

April 8, 2021

### Javier Jay Reyes & Associates EM: <u>Javrey@aol.com</u> (915)542-0550

Owner of: 1122 Montana, 1127 Montana, 1001 Montana, 1112 Montana, 813 N. Kansas, and other surrounding properties

Re: Case # PZST21-00001

Luis Zamora,

It is easy just to approve this projects for the sake of progress; however, lets be realistic, you are approving a monster of a problem.

Downtown is overbuilt with not enough parking and congestion. We do not want uptown to have the same problems.

Housing Authority of the City of El Paso operates with our tax dollars and can afford to cut back the building area. Just imagine all the employees, visitors, and tenants looking for parking everyday, re-think your approval.

20

Uptown is already over built, with not enough parking.

Thank you an Javier Jay Reyes

## **KELLY** CENTER FOR HUNGER RELIEF

Fighting Hunger in El Paso

#### Board of Directors

### April 13, 2021

Thomas L. Wright, President Attorney at Law Tresa Rockwell, Vice President Executive Director Progress321 Cynthia S. Prieto, Treasurer Vice President & Controller El Paso Electric Alise Mann, Secretary

#### Greg Anderson

Attorney at Law Ames Davis Executive Director American Red Cross Briana M. Gomez-Valenzuela Tax Manager Lauterbach Borschow Mary Bell Haney Educator Rev. Scott Meador Pastor Trinity-First UMC Matthew Niland Vice President The Niland Co. Shari S. Schwartz Educator Jimmy Stevens, CPA Alex M. Wankier Audit Associate PriceWaterhouseCoopers **Charles Andrew Whatley** Senior Partner Evolve7 Digital Marketing

Jerald Hobson, ex officio Jardin de Milagros

Warren E. Goodell Executive Director 915-261-7499 wgoodell@kmfp.org Mayor Oscar Leeser El Paso City Council El Paso Plan Commission P.O. Box 1890 El Paso, Texas 79950-1890

Regarding Cases PZR221-00001 and Pzst21-00001

Dear Mayor Leeser, City Officials and members of the City Plan Commission:

Kelly Center for Hunger Relief has learned that the Public Housing Authority will be building a multi-use housing project at 405 Montana Avenue, El Paso, Texas. In keeping with our mission, we look forward to serving the City and the housing residents should there be any food challenges faced by the residents. However, we are concerned about the impact posed by the potential parking availability.

Kelly was organized for the purposes of procuring and distributing food and provisions to the needy and assist or develop programs that benefit the needy and low-income persons of the El Paso, Texas community. A core component of Kelly is the FreshStart Program which through support, education, training and partnering, assists families to overcome food insecurity and develop self-sufficiency. The Covid-19 pandemic has increased the need for this program and has also resulted in the need to significantly expand Kelly's food pantry distribution from 2,700 families per month to 18,000 per month.

We lease our building from St. Clements Church and St. Clements has permitted us to use the parking lot adjacent to our building. Any disruption of the parking lot or parking areas surrounding Kelly would make it difficult for Kelly to fulfill its mission in addressing food insecurity in the El Paso Community.

The normal parking requirements to approve a project such as this were developed for a reason, to avoid parking problems. They should be adhered to. Kelly Center for Hunger Relief wishes to express its opposition to any variance being given to the Housing Authority regarding parking requirements.

We appreciate your consideration in this matter.

Yours sincerely.

Thomas L. Wright

915-261-7499

915 N. Florence St. – El Paso, TX 79902

www.kmfp.org



915-533-4248 · www.stelements.org

April 18, 2021

To Whom It May Concern:

600 MONTANA AVE. • EL PASO, TEXAS 79902

I am writing to express our school's concern to the proposed Public Housing Project that will be located at 405 Montana Avenue. Our school currently uses the parking lot for our hundreds of students not only during the day, but for special events, activities, fundraisers, programs, and ceremonies. We would like to ask to be included in the planning, particularly for the parking spaces that will be need to serve residents.

Our campus, for example, has events during a non-pandemic-year that utilize parking along Montana, Florence, Ochoa, St. Vrain, and Yandell streets to name a few. I am currently concerned with traffic and safety problems in our existing neighborhood. The bus stop on Montana has been moved twice in the past three years to allow for traffic to be within line of sight for our crossing guards to allow the children to cross Montana safely. Traffic and spacing are my areas of concern. We have been asked by local families to find alternate routes for our carpool lanes that extend for many blocks. With more traffic and limited parking, our vast carpool routines are sure to be affected.

Our school and church are already limited in the parking capacity for the area. May we meet with planners to detail the current plans for the new housing development so that we have an accurate picture of how our zone will be impacted? For these reasons, I would wholeheartedly recommend communicating with St. Clement's Church and School so that we may work together to support our city's planning efforts.

22

Respectfully,

Sara McCleskey

Head of School

April 21, 2021

City Plan Commission Planning Division P.O. Box 1890 El Paso, Texas 79950-1890

Re: PZST21-00001 - Special Permit for Parking Reduction at 405 Montana Ave

Dear City Plan Commission,

This letter serves as a follow-up to our original letter of opposition to PZST21-00001 dated April 8, 2021. As previously noted, the Vestry (Board) of the Church of St. Clement voted on March 30, 2021 to object to the special permit for a parking reduction at 405 Montana Avenue. While we have no objection to the multi-use housing plan that is proposed by the Housing Authority of the City of El Paso (HACEP), we are concerned that the reduction on parking will put an undue burden on adjacent neighborhoods, businesses, and our Church and School.

During the last year, our Board has spent a considerable amount of time in dialogue with the Texas Department of Transportation (TxDOT) regarding future alternatives for the expansion of I-10 through Downtown. Based on TxDOT's top three alternatives, each alternative would have a significant impact on the circulation of traffic and the availability of on-street parking along Campbell, Rio Grande, and other adjacent streets within the neighborhood. Since TxDOT has not released the final plans for the expansion of I-10, we can't make an informed decision on what the actual impact will be to the parking situation within the neighborhood. There could be large section of on-street parking removed, particularly along Campbell, in order to accommodate the plans being proposed by TxDOT.

The Church of St. Clement, the oldest Protestant Church in El Paso, has been at its present site since 1906. St. Clement's Parish School has been located in the neighborhood since the 1950s and has worked throughout the years to meet our parking requirements for teachers, staff, parents, and visitors. We have four surface parking lots that accommodate our required parking and partnered with the City of El Paso several years ago to reimagine and transform Yandell into a pedestrian friendly street with angled parking and abundant landscaping. We have demonstrated our commitment to meeting our parking requirements and through partnerships with the City of El Paso to ensure that our campus does not negatively impact parking within the neighborhood.

Again, we are not opposed to the multi-use housing plan that is proposed but ask that HACEP, as a quasi-public agency, meet their required parking. HACEP's proposal development will be constructed on an ENTIRE city block, which is more than enough acreage to meet their required parking. Please note that the requested parking reduction is for 131 parking spaces, which will undoubtedly force residents of this new development to park along adjacent roadways that will impact the existing single-family residences on Rio Grande and the parking within the St. Clement's Parish School campus.

In our previous letter, we asked for the opportunity to have a meeting regarding this project. We did not receive a response to our request. We would still like the have a meeting so that we can discuss our concerns with the City of El Paso and HACEP.

24

Regards.

Gus Haddad

L. Gus Haddad Representative

Zamora, Luis F.

From:	
Sent:	
To:	
Cc:	
Subject:	

David Etzold <etzoldco@att.net> Tuesday, March 30, 2021 5:30 PM Etiwe, Philip F. Zamora, Luis F. Cases PZRZ21-00001 and PZST21-00001 (405 Montana)

### Philip and Luis,

I have been asked to represent St Clements Church at the hearing on the above cases for HACEP's Nuestra Senora Project at 405 Montana. The church is specifically concerned about the direct impact of the **50% parking waiver** being requested, as our neighborhood has limited street parking. The church formally objects to granting said waiver. The Housing Authority should provide adequate code-compliant off-street parking for this project, as are most private developers.

We welcome the new residents of this project to our neighborhood. The church hopes that every one of them will feel welcomed, as so many generations have, within the walls of the Church of St Clement. By granting the waiver, though, the City of El Paso and HACEP will be placing an undue burden on the <u>residents</u> to seek (and compete for) the limited street parking spots available. The temptation to park illegally on our (and other's) private property (because of the lack of proper on-site parking) could create tensions in the neighborhood which are not conducive to building good neighborly relationships. Help us avoid that disaster. We ask the CPC and City Council to require the Housing Authority, on this nearly \$18 million project, to provide adequate, code-compliant on-site parking for their residents.

Should the CPC deem such a waiver is necessary for the safety, health and welfare of the public, the Church of St Clement stands to suffer direct negative economic impact from this waiver. We own parking lots serving our several church services, school, day care and English language classes immediately across Campbell Street from the subject project and along Montana Avenue, in the 500 Block. If any nearby property owner were at risk of having to monitor and control the proper use of their parking lots, and incur new, undue expense to do so, it would be this one.

In my experience, when such waivers are requested, the City will usually require a Parking Study of the surrounding area. I would appreciate a copy of said Study before the hearing Thursday. I would also request a copy of Staff Comments generated for said hearing.

I will be on the video conference hearing, and will attempt my call-in comments at the appropriate time.

Thank you,

David Etzold

#### ETZOLD & CO Commercial Real Estate Brokers and Consultants The Cortez Building, Suite 824 310 North Mesa Street El Paso, TX 79901 (915) 845-6006 Office (915) 351-9255 Fax

Email to: LtzoldCo@att.net

1

Zamora, Luis F.

From:	Marilyn Jay <marilyn@stclements.com></marilyn@stclements.com>
Sent:	Tuesday, April 20, 2021 4:12 PM
To:	Zamora, Luis F.
Cc:	marilynajay@icloud.com
Subject:	Case number: PZST21-00001

I want to express my opposition to the proposed Special Permit for Parking Reduction related to the property at 405 Montana Avenue.

I am a member and an employee of the Church of St. Clement. The Church owns the property on the east side of N. Campbell St., directly across from the proposed development. That property is a paved and striped parking lot for our parishioners.

I notice that the parking studies for the reduction permit were done on Monday, Tuesday and Wednesday in early January, and on a Thursday in February. Considering that the closest neighbor to the new development IS A CHURCH, it seems like a parking study done on a Sunday might have been more relevant.

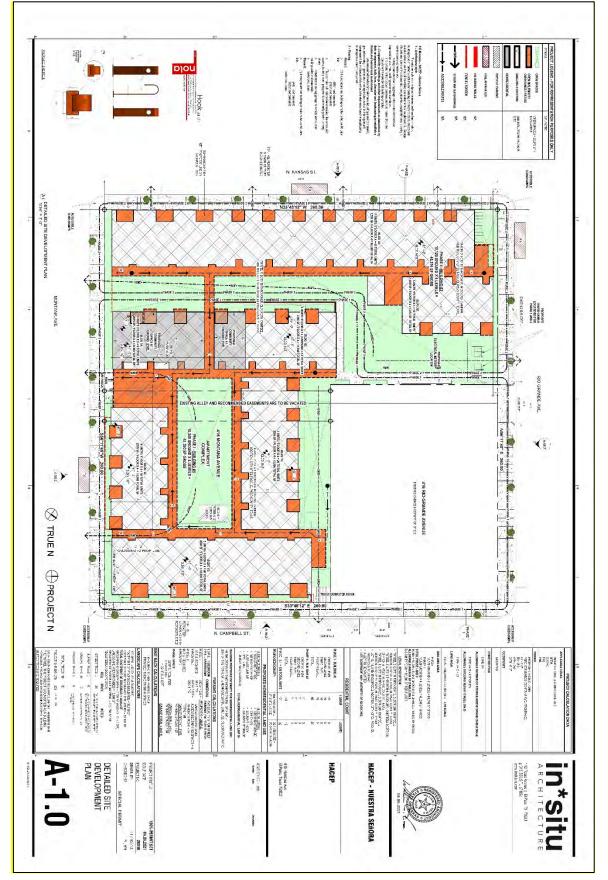
Thank you for your time.

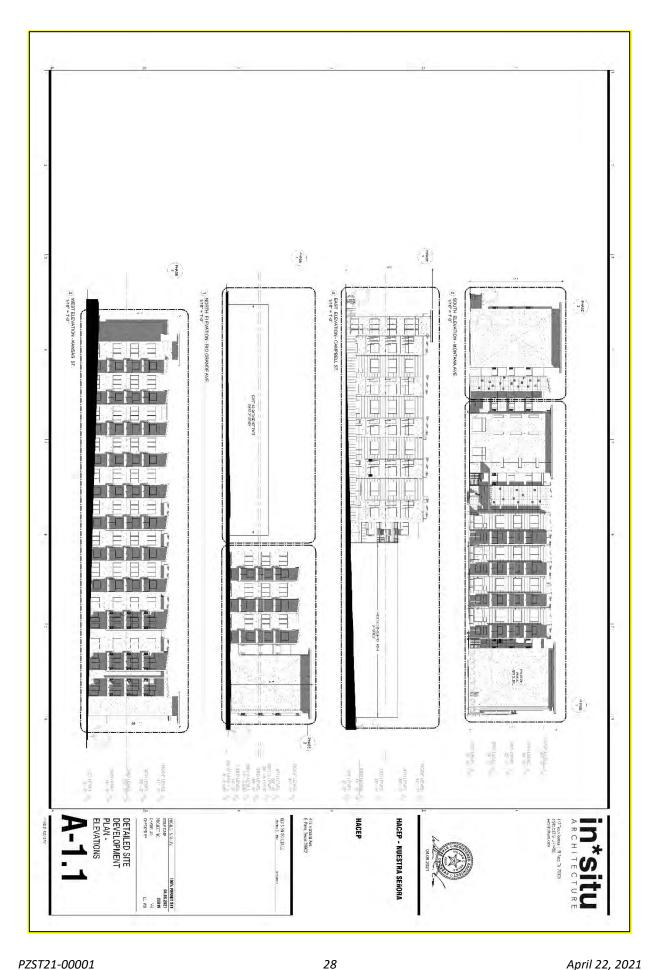
Marilyn Jay Financial Secretary Church of St. Clement 810 N. Campbell St. El Paso, TX 79902

915-533-4915 Church 915-521-8043 Direct 915-227-4229 Cell/Text

1

# <u>ATTACHMENT 6</u>





## ATTACHMENT 7

### Planning and Inspections Department - Planning Division

- 1. The Montana Alley Right-of-Way vacation has to be recorded, prior to the Item being heard by City Council.
- 2. Coordinate with El Paso Fire Department for further compliance providing Aerial Fire Apparatus Access Roads D105.1 (2015 IFC).
- 3. Provide proof of ownership for all properties.
- 4. Provide a Certified Tax Certificate prior to the item's placement on the City Council Agenda.
- 5. Provide number of units and type for each separate building on table.
- 6. Report mentions offices in addition to dwelling units. Provide list of proposed nonresidential land uses on report.
- 7. Parking study references 220 parking spaces required. Total parking required per site plan is 224 parking spaces.
  - a. Match counts on both site plan and parking study.
    - b. Match available on-street parking counts on both site plan and parking study (or remove available on-street parking reference from site plan).
  - c. Verify that all numbers being referenced in the parking study match tables.
- 8. Bicycle parking shall comply with Section 20.14.110.
  - a. 50% of required parking shall be within 15' of an entrance
  - b. Bicycle parking racks shall be visible from the right-of-way
- 9. Provide number of units and type for each separate building on table.
- Show property lines along with bearings and dimensions. Property line along garage and along the alley are not shown.
- 11. Verify acreage for property as the project does not include the proposed garage.
- 12. Recommend providing an exhibit in the parking study clearly showing the availability of on-street parking spaces denoting location of driveways, no parking signs, and delineating the 20' deep parking spaces and the applicable 300' radius from the property.

### Planning and Inspections Department – Plan Review & Landscaping Division

Recommend Approval.

### Planning and Inspections Department – Land Development

- 1. As per Municipal Code: new developments and redevelopments are required to maintain the predevelopment 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.
- 2. Show and verify all ROW improvements are in compliance, i.e. ADA ramps at all abutting street intersections are provided. Dimension proposed driveway effective width(s). Street curb and gutters in good working order.
- 3. Coordinate with Sun Metro for abutting bus stops along Street ROW.

### Fire Department

Recommend approval with the following condition:

Aerial Fire Apparatus Access Roads D105.1 (2015 IFC). Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), approved aerial fire apparatus access roads shall be provided. In addition, at least one side of the bldg. should have aerial access. DI052 Width; D105.3 Proximity to building & D105.4 Obstructions also apply.

29

### Police Department

No comments received.

**Environment Services** 

No comments to request.

### **Streets and Maintenance Department**

Recommend additional on-site parking spaces to allow nearby future developments to have available off-site street parking. The on-site to off-site ratio of parking spaces for the new development is 96:124.

### Sun Metro

Applicant has been sent the Sun Metro Director letter as required by this application. There is an existing bus stop adjacent to the subject property along Rio Grande Avenue. Please coordinate with Sun Metro if any work is proposed within the bus stop area.

### El Paso Water Utilities

We have reviewed the request described above and provide the following comments:

The full width of the alley described as "A 20\_foot alley out of block 266, Campbell Addition to the City of El Paso, El Paso County Texas" shall be retained as a Utility Easement. EPWater-PSB requires access to the sanitary sewer facilities and appurtenances, within the proposed easement 24 hours a day, seven (7) days a week. No building, reservoir, structure or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced easement without EPWater's written consent.

### Water:

There is an existing 6-inch diameter water main that extends along the eastside of Kansas Street.

There is an existing 4-inch diameter water main that extends along the north side of Montana Avenue.

Previous water pressure readings from fire hydrant #1641 located at the southeast corner of Kansas St. and Montana Ave., have yielded a static pressure of 70 psi, a residual pressure of 67 psi, and a discharge flow of 993 gallons per minute.

### Sanitary Sewer:

There is an existing 8-inch diameter sewer main that extends along the east side of the alley east of Kansas St.

### 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.

### Stormwater:

We have reviewed the property described above and provide the following comments:

- 1. It seems the alley is carrying flows from Rio Grande Ave.; accommodations may need to be made for this runoff.
- 2. As per Municipal Code: new developments and redevelopments are required to maintain the predevelopment 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. This section of Montana is under City jurisdiction.

### El Paso County Water Improvement District #1

Not within the boundaries of EPCWID.

<mark>ATTACHMENT 8</mark>

(See following pages)

# NUESTRA SENORA

Montana and Campbell, El Paso Texas

# PARKING ANALYSIS



## APRIL 2021

Page 1

# **Parking Analysis**

## Montana and Campbell, El Paso Texas

1	Contents

1	Co	NTENTS	2
2	Int	RODUCTION	3
3	LIN	IITATIONS	3
4	ME	THODOLOGY	3
5	Pro	DPERTY GENERAL INFORMATION	4
	5.1	SITE LOCATION	4
	5.2	LEGAL DESCRIPTION	5
	5.3	LEGAL ADDRESS	5
	5.4	PLATTING DETERMINATION	5
	5.5	ZONING DETERMINATION	5
	5.6	PARKING CALCULATION	5
	1.1	FIGURE 5: MASTER ZONING PLAN	5
6	DA	TA COLLECTION	7
7	DA	TA PROCESSING	8
	7.1	2-HOURS/3 DAYS COUNT	8
	7.2	12-HOURS/1-DAY COUNT	9
8	Exi	ECUTIVE SUMMARY	. 10
9	AP	PENDIX SECTION	. 12
	9.1	APPENDIX A	. 13

## LIST OF TABLES

Table 1 : 2-HOURS / 3-DAYS PARKING COUNTS	8
Table 2: 12-HOURS/1-DAY PARKING COUNT	9

## LIST OF FIGURES

Figure 1 : Site Location	_ 4
Figure 2: LOCATION OF PARKING COUNTS	_ 7

### 2 Introduction

## A. Purpose

The purpose of the report is to perform a Parking Analysis for a proposed development at the Central region of the City of El Paso

The Housing Authority of the City of EL Paso, HACEP is in the process of building a new facility consisting of general mixed use. The analysis will examine the existing parking for the site and analyze the need for additional parking.

## 3 Limitations

This report has been prepared for the exclusive use of HACEP and its consultants for evaluation purposes and does not contain information for other parties or other uses. Mr. William Helm, In-Situ Architectural authorized this study in an email dated January 5, 2021.

The results submitted in this report are based on data obtained from the following sources:

- The City of El Paso
- 🖊 In-Situ Architectural
- Field data collected during the study.
- 🖊 SLI Engineering, Inc.

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.

## 4 Methodology

The methodology was discussed and approved by Mr. Helm during a conference call.

The required parking for the facility will be calculated using the El Paso Municipal Code.

## 5 Property General Information

## 5.1 Site Location

The site is located on the Central side of El Paso occupying the block between Campbell St and Kansas in the east and west direction, and Montana and Rio Grande in the north south direction.



**Figure 1 : Site Location** 

### 5.2 Legal Description

The legal description of the site is:

### The portion of the Special Permit excludes the parking garage:

All of lots 1 through 6, and Lots 11 through 20, Block 266, and the alley to be vacated ,Campbell Addition, the City of **El Paso, El Paso County Texas** 

### 5.3 Legal Address

There are several addresses on that site:

405 Montana 910 Kansas 916 Kansas 400 Rio Grande 415 Montana

### 5.4 Platting Determination

The site is legally subdivided in the City of El Paso, the subdivision name is Campbell Addition.

### 5.5 Zoning Determination

According to the City of El Paso Zoning Index map, is zoned, C1, C-4, SC Commercial and A-2 Commercial..

The site will be rezoned to GMU, General Mix Use.

The designation, SC refer to a Special Zoning Condition.

### 5.6 Parking calculation

The parking was calculated based on the different types of proposed uses. The code required 1.5 parking spaces per 1 bedroom unit and 2 parking spaces per 2 bedroom and more. The following table is the summary of the required parking per phase:

### PHASE I

130 P.S. REQUIRED 52 PROVIDED

### COMMERCIAL

862 SF / 288 = MIN 3 P.S. 862 SF / 200 = MAX 4 P.S. **PHASE II** 90 P.S. REQUIRED 37 PROVIDED

PHASE I & II 224 P.S. REQUIRED 89 PROVIDED

There will be a shortage of 135 Parking spaces.

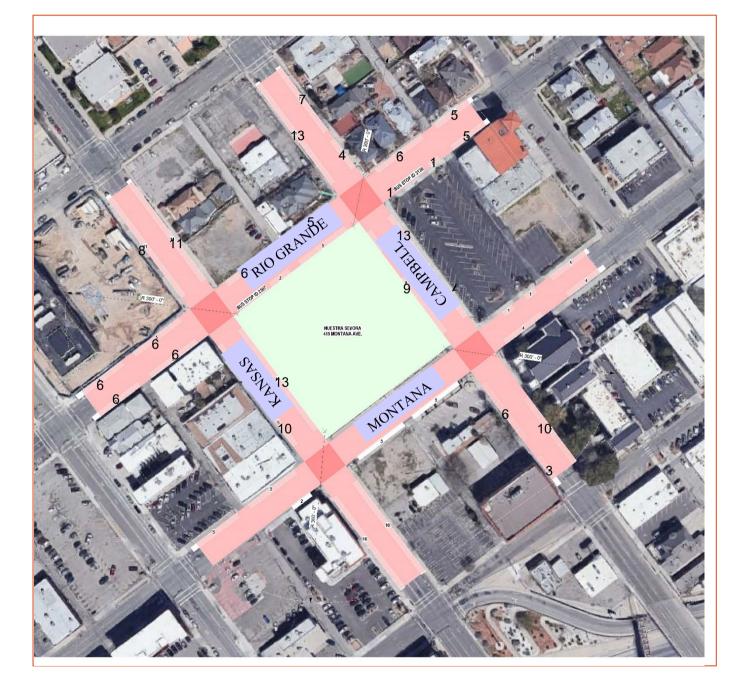
The bike parking spaces provided are 11 spaces which matches the required spaces by code.

### 6 Data Collection

A field survey was conducted on Monday, Tuesday and Wednesday, January 4-6, 2021, where the vacant parking spaces were counted every 30 minutes.

There is an active construction site to the northwest of the site where the El Paso Independent School District is finalizing their administrative offices. Many of the on-street parking were taken by construction workers who are working on that specific site.

The parking counts were collected on the streets shown on the following exhibit:



		NUMI	BER OF VACA	NT PARKING S	SPACES	
DES	CRIPTION	CAMPBELL	MONTANA	KANSAS	RIO GRANDE	TOTAL
DAY	TIME					
м	9:00-9:30	60	0	7	29	96
0	9:30-10:00	59	0	8	27	94
N	10:00-10:30	58	0	10	29	97
-11	10:30-11:00	60	0	11	30	101
Т	9:00-9:30	58	0	8	28	94
U	9:30-10:00	59	0	8	30	97
Е	10:00-10:30	58	0	10	29	97
S	10:30-11:00	57	0	11	29	97
	9:00-9:30	58	0	7	28	93
	9:30-10:00	60	0	8	27	95
W	10:00-10:30	56	0	9	30	95
Ε	10:30-11:00	57	0	10	29	96
D	2:00-2:30	55	0	12	30	97
	2:30-3:00	54	0	14	32	100
	3:00-3:30	62	0	15	34	111

The results of the survey are tabulated as follows:

 Table 1 : 2-HOURS / 3-DAYS PARKING COUNTS

## 7 Data Processing

## 7.1 2-HOURS/3 DAYS COUNT

The proposed development requires 224 parking spaces.

The number of vacant spaces varied throughout the period of the survey. The results show a *maximum* 

of 111 spaces, a *minimum* of 93 spaces, and a *mean* value of 98. The results were calculated for the

regular parking spaces. The vacant parking spaces showed consistency during the study.

## 7.2 12-HOURS/1-DAY COUNT

		NUM	BER OF VACA	NT PARKING SI	PACES	
DESC	CRIPTION	CAMPBELL	MONTANA	KANSAS	RIO GRANDE	TOTAL
DAY	TIME					
	7:00 AM	62	0	15	48	125
	8:00 AM	58	0	12	38	108
	9:00 AM	58	0	10	29	97
	10:00 AM	57	0	11	30	98
	11:00 AM	57	0	12	29	98
<b>T</b> U1	12:00 PM	56	0	15	28	99
TUESDAY	1:00 PM	58	0	10	29	97
DAY	2:00 PM	57	0	11	30	98
Y	3:00 PM	60	0	9	28	97
	4:00 PM	58	0	9	27	94
	5:00 PM	59	0	10	38	107
	6:00 PM	59	0	12	41	112
	7:00 PM	59	0	15	42	116

Another count was prepared on Tuesday 2-9-2021. The results were tabulated as follows:

Table 2: 12-HOURS/1-DAY PARKING COUNT

The number of vacant spaces varied throughout the period of the survey. The results show a *maximum* of 125 spaces, a *minimum* of 94 spaces, and a *mean* value of 104. The results were calculated for the regular parking spaces. The vacant parking spaces showed consistency during the study.

## 8 Executive Summary

The study was conducted during the construction phase of the El Paso Independent School District Administration Offices. Many of the construction workers would park their cars on the streets adjacent to the project.

Even with this condition, there is an average of 104 parking spaces available on all streets. Under normal conditions, we assume that there will more parking available on Rio Grande as well as Kansas.

Also, a large number of our tenants do not own vehicles. They rely on using the Public Transportation such as Sun Metro, which has a bus stop located less than 100' away and a trolley stop less than a block away from our Nuestra Senora development. This is one of the reasons we selected this location with its proximity to public transportation.

Our request is based on the following municipal codes:

El Paso Municipal Code No. 20.14.070 - Parking reductions.

- **B.** *New Development in Redevelopment Areas.* Up to a one hundred percent reduction for a use involving the new construction of a structure(s) that is proposed as a redevelopment project located within a redevelopment area or transit oriented development corridor of the city. The applicant shall satisfactorily demonstrate compliance with all of the following conditions:
  - 1. That the structure(s) is located within one of the following redevelopment areas: the downtown area (defined as the area between the Union Depot, Paisano Drive, St. Vrain Street, Olive Street, St. Vrain Street, the southern boundary of the Southern Pacific RR Reservation, Campbell Street and Interstate 10), the South El Paso area (defined as the area south of Paisano Drive, and lying between Santa Fe Street and Cotton Street), and any other redevelopment area or transit oriented development corridor as may be recommended by the city plan commission and approved by the city council; *The structure is located within this area*
  - That the proposed building coverage on the lot is necessary for the proposed use, both in design and function necessitating the reduction; *The building will cover the entire block which necessicate the reduction*

3. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirement. *All the adjacent parcels of land within 300 feet are developed and occupied. There is an empty lot at 400Montana. There* 

is no for sale sign posted on the property and the property is not lisetd on MLS for sale. Several attempts were made to contact the owners for no avail.

Based on criteria *B New Development in Redevelopment Areas*., we cordially request a 100% reduction of the required parking.

## 9 APPENDIX SECTION

9.1 APPENDIX A Site Photos





Page 15



ITEM

# 405 Montana Avenue Special Permit

PZST21-00001





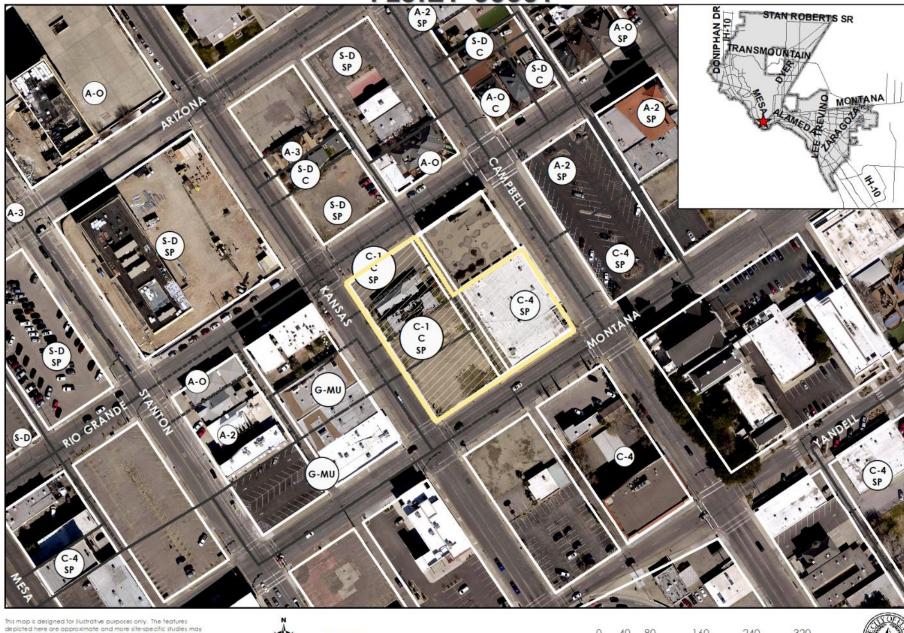


## Recommendation

 Staff recommends approval with condition.

 City Plan Commission recommends approval (9-0) with the following condition:

That the Montana Alley Vacation (SURW21-00002) be recorded prior to City Council approval PZST21-00001



Subject Property

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.

w-

40 80

0

160

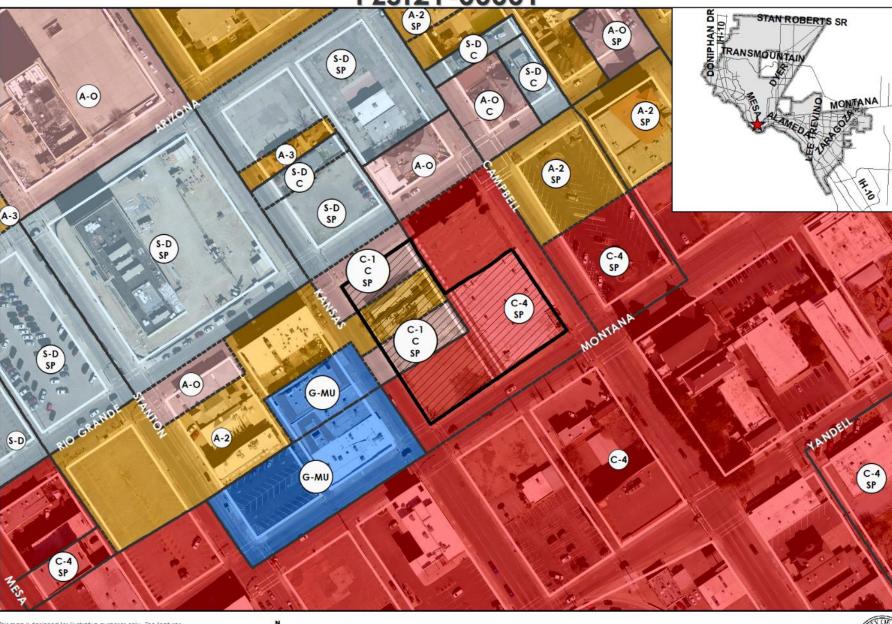
240







PZST21-00001



## 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 Ranning Division makes no claim to its accuracy or completeness.

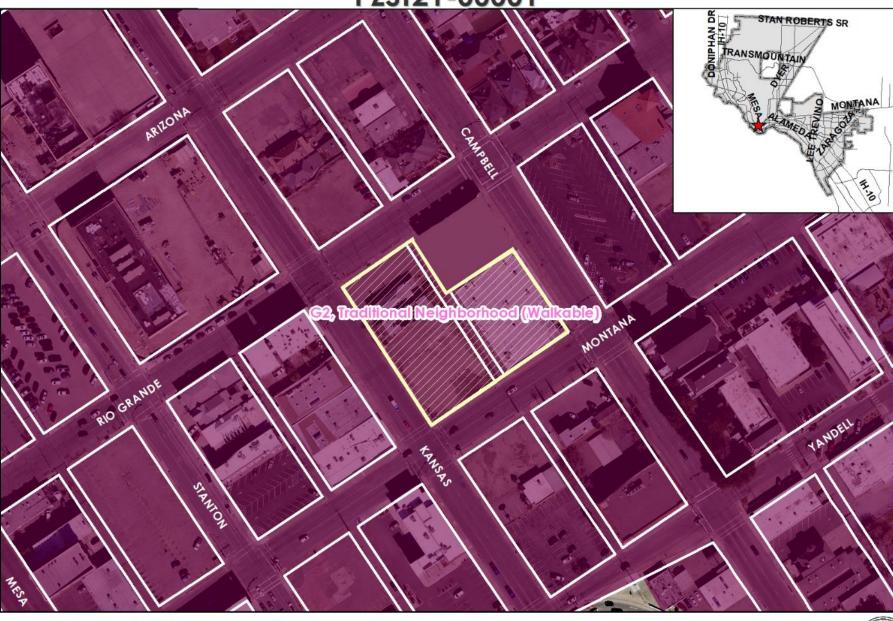


Subject Property

40 80 160 240 320 Fe



### PZST21-00001



## 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 Ranning Division makes no claim to its accuracy or completeness.

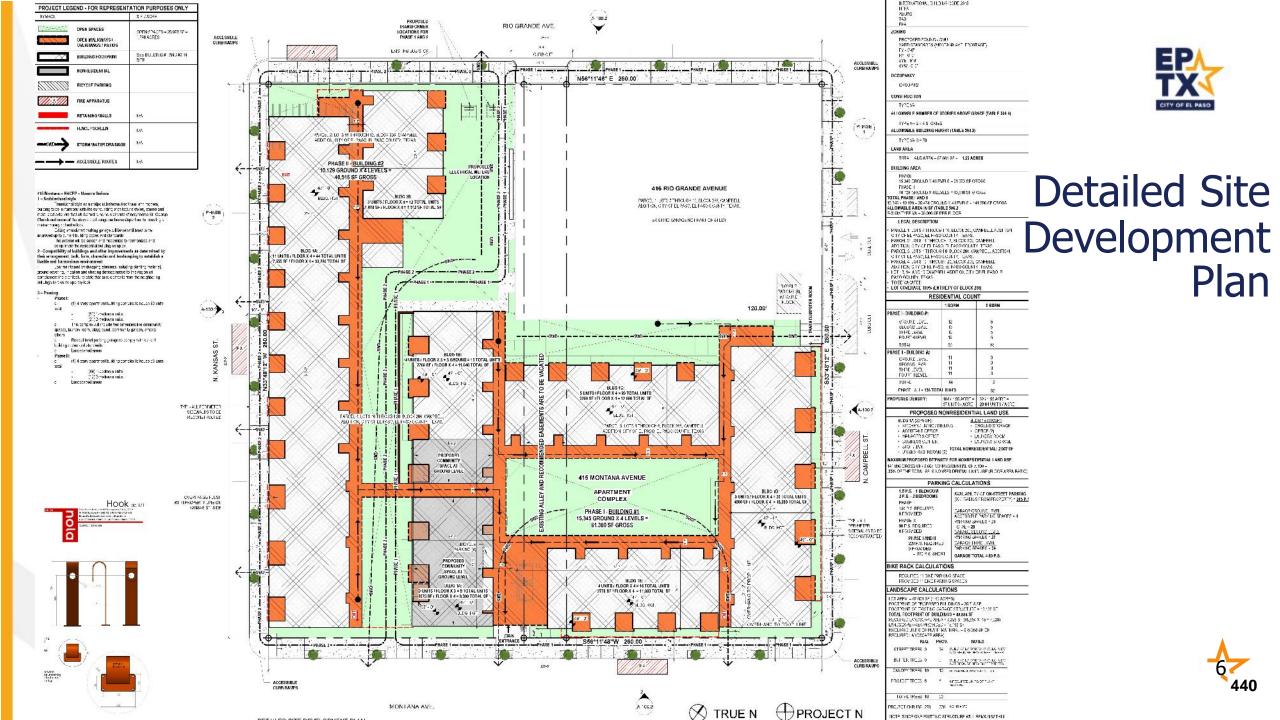




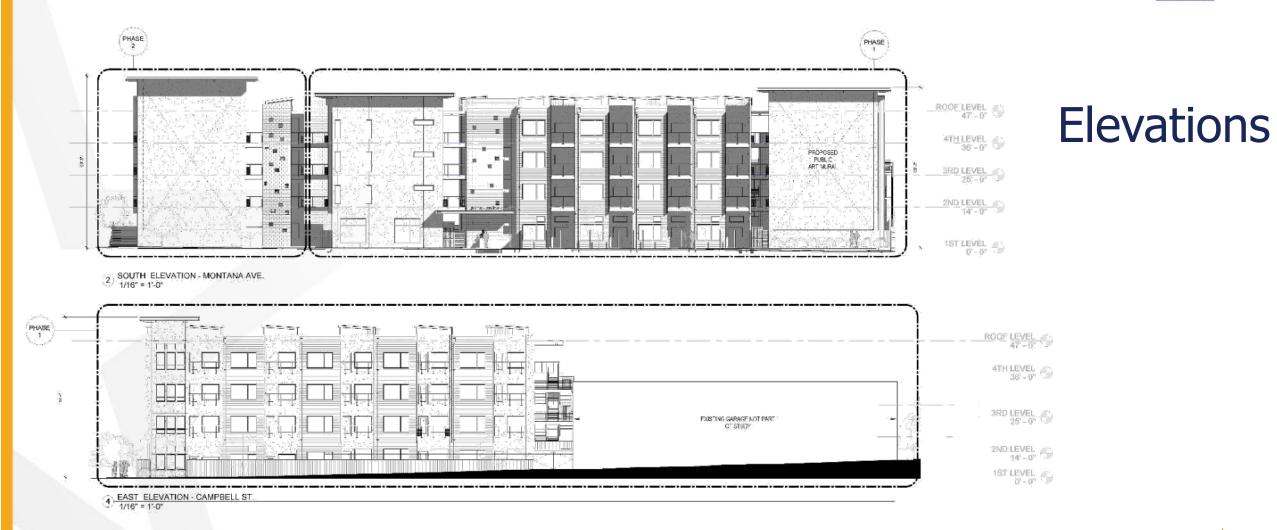
















# Parking Study



### 7.2 12-HOURS/1-DAY COUNT

Another count was prepared on Tuesday 2-9-2021. The results were tabulated as follows:

		NUMI	BER OF VACAN	T PARKING SI	PACES	
DES	CRIPTION	CAMPBELL	MONTANA	KANSAS	RIO GRANDE	TOTAL
DAY	TIME					
	7:00 AM	62	0	15	48	125
	8:00 AM	58	0	12	38	108
	9:00 AM	58	0	10	29	97
	10:00 AM	57	0	11	30	98
_	11:00 AM	57	0	12	29	98
G	12:00 PM	56	0	15	28	99
TUESDAY	1:00 PM	58	0	10	29	97
Ă	2:00 PM	57	0	11	30	98
Y	3:00 PM	60	0	9	28	97
	4:00 PM 58		0	9	27	94
	5:00 PM 59		0	10	38	107
	6:00 PM	59	0	12	41	112
	7:00 PM	59	0	15	42	116

Table 2: 12-HOURS/1-DAY PARKING COUNT







# Subject Property



## Surrounding Development

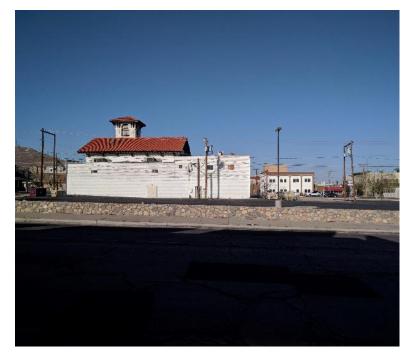


W









Ε



# Public Input

- Notices were mailed to property owners within 300 feet on March 24, 2021.
- The Planning Division has received 1 letter in favor; 3 calls, 2 emails, and 5 letters in opposition to the special permit 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

### 405 Montana Avenue



City Plan Commission — April 22, 2021 REVISED JUNE 4, 2021

CASE NUMBER:	PZST21-00001
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Housing Authority of the City of El Paso
REPRESENTATIVE:	SLI Engineering, Inc, c/o Georges Halloul
LOCATION:	405 Montana Avenue (District 8)
PROPERTY AREA:	1.55 acres
EXISTING ZONING:	C-1/c/sp (Commercial/conditions/special permit)
	A-2 (Apartments)
	C-4/sp (Commercial/special permit)
REQUEST:	Special Permit for Parking Reduction
RELATED APPLICATIONS:	PZRZ21-00001
	SURW21-00002
PUBLIC INPUT:	One (1) letter in favor; three (3) calls, <mark>twenty-five (25)</mark> emails, and
1	five (5) letters in opposition received as of 06/04/2021

**SUMMARY OF REQUEST**: The applicant is requesting a special permit to allow for a 100% reduction of the required parking for a proposed multifamily development.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL W/CONDITIONS** of the Special Permit to allow a 100% parking reduction subject to all comments provided in Attachment 7, as the proposed development meets the requirements of El Paso City Code Sections 20.14.070 Parking Reductions, 20.04.320 Special Permit, and 20.04.150 Detailed Site Development Plan. Furthermore, the proposed development is in keeping with the policies of the G-2, Traditional Neighborhood (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan and is subject to the following condition:

That the Montana Alley Vacation (SURW21-00002) be recorded prior to City Council approval.



Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST**: The applicant is requesting approval of a special permit to allow for a 100% reduction in required parking. The proposed multifamily development will consist of seven (7) buildings that will include one hundred four (104) one-bedroom units and thirty-two (32) two-bedroom units for a total of one hundred thirty-six (136) units. Additionally, it includes four (4) offices, a business center, storage rooms, restrooms, and laundry room facilities. The proposed development requires a total of two hundred twenty-four (224) parking spaces.

The applicant has conducted a parking study that shows a total of one hundred twenty-five (125) parking spaces available within 300 feet from the subject property with an average of one hundred four (104) parking spaces available during a 7:00 am thru 7:00 pm week day to serve the proposed use. The applicant has provided a letter from the Director of Sun Metro indicating that there are existing transit facilities within 1,000 feet of the subject property including one fixed route stop located adjacent to the subject property at Rio Grande Avenue and Kansas Street and one streetcar stop located on Stanton Street. Also, there are transit facilities for Sun Metro's Brio Route located on Oregon Street within walking distance (0.25 miles) from the proposed development. Additionally, the owner is proposing to rehabilitate an existing building into a parking garage that will provide eighty-nine (89) parking spaces. A total of one hundred ninety-three (193) parking spaces, that include the parking garage and on-street parking spaces, will be available to the proposed development. The proposed development will have access from Montana Avenue, Kansas Street, Rio Grande Avenue, and Campbell Street.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.14.070.B) – NEW DEVELOPMENT IN REDEVELOPMENT AREAS: Up to 100% parking reduction for a use involving the new construction of a structure(s) that is proposed as a redevelopment project located within a redevelopment area or transit oriented development corridor of the City. The applicant shall satisfactorily demonstrate compliance with all of the following conditions:

Criteria	Does the Request Comply?						
1. That the structure(s) is located within one of the	Yes. The proposed development is adjacent to						
following redevelopment areas: the Downtown area	Montana Street, which is a transit corridor and is						
(defined as the area between the Union Depot, Paisano	serviced by Sun Metro's Rapid Transit System (RTS)						
Drive, St. Vrain Street, Olive Street, St. Vrain Street, the	route.						
southern boundary of the Southern Pacific RR							
Reservation, Campbell Street and Interstate 10), the							
South El Paso area (defined as the area south of Paisano							
Drive, and lying between Santa Fe Street and Cotton							
Street), and any other redevelopment area of transit							
oriented development corridor as may be							
recommended by the City Plan Commission and							
approved by City Council.							
2. That the proposed building coverage on the lot is	Yes. The proposed development's density is						
necessary for the proposed use, both in design and	appropriate for the area with the development built up						
function necessitating the reduction.	to the streets and covering most of the property.						
3. That no vacant areas exist within three hundred feet	Yes. The applicant has demonstrated that no other						
of the property where the proposed use is to be located	vacant properties exist within 300 feet of the property						
that can be reasonably developed to accommodate the	to accommodate the off-street parking requirements.						
off-street parking requirements.							

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENT	NTS (EL PASO CITY CODE SECTION 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>No</b> . The special permit request is for 100% reduction of parking. Also, the property is being rezoned to G-MU (General Mixed Use) and the proposed development meets all the requirements of the proposed zoning district.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	<b>Yes</b> . The proposed development will be built up to the street and is in character with Central El Paso. The proposed development's density is appropriate for a transit oriented development.
3. Adequately served by and will not impose an undue burden upon public improvements.	<b>Yes</b> . The proposed development is adjacent to Montana Avenue, considered a Major Arterial, and adjacent to Kansas Street, Rio Grande Avenue, and Campbell Street, which are considered Minor Arterials. Additionally, the proposed development will be served by public transit.
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>Yes.</b> A Parking Study was conducted providing the amount of on-street parking spaces available within 300 feet. Furthermore, the proposed development will be additionally served by an adjacent parking garage and is being built in two phases.
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 development complies with the El Paso City Code Chapter 18.46 (Landscape).
<ol><li>The proposed development is compatible with adjacent structures and uses.</li></ol>	<b>Yes.</b> The subject property is located in Central El Paso and the proposed development and uses are compatible with the surrounding properties.
8. The proposed development is not materially detrimental to the property adjacent to the site.	N/A. 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?					
Future Land Use Map: Proposed zone change is	Yes. The proposed development will be built up to the					
compatible with the Future Land Use designation for the property:	property line and is in character with Central El Paso. The proposed development's density is appropriate for					
G-2, Traditional Neighborhood: This sector	a transit oriented development and will provide a					
includes the remainder of Central El Paso as it existing through World War II. Blocks are small and	mixture of residential uses to the area.					
usually have rear alleys; buildings directly faced						
streets; schools, parks, and small shops are						
integrated with residential areas. This sector is well-suited for use of the SmartCode as a						
replacement for current zoning when planned in						
conjunction with specific neighborhood plans or						
identified in the Comprehensive Plan.						

COMPLIANCE WITH PLAN EL PASO GOALS & P proposed special permit is in accordance with	-
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: G-MU (General Mixed Use): The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.	Yes. The proposed zoning district is compatible with other zoning districts surrounding the property. Properties around the proposed development are zoned A-O (Apartment/Office), S-D (Special District), C- 4 (Commercial), A-2 (Apartment), and G-MU (General Mixed Use) consisting of offices, surface parking, and apartments.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY A FOLLOWING FACTORS:	ND SURROUNDING PROPERTY, AFTER EVALUATING THE
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	<b>N/A.</b> The subject property is not located within any historic districts, other special designations, or study area plans.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects are anticipated.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment.
Stability: Whether the area is stable or in transition.	The area is in transition with new developments providing a greater mixture of uses for the neighborhood.
<b>Socioeconomic &amp; Physical Conditions</b> : Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Developments existing on the subject property are being demolished. Moreover, the subject property is comprised of many different zoning districts. The proposed rezoning will apply a single zoning standard to the proposed development.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** El Paso Fire Department recommends conditional approval asking the applicant to demonstrate that where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), they are providing approved aerial fire apparatus access roads and that at least one side of the building should have aerial access. El Paso Water Utilities have asked for a full width easement along the 20' wide alley being vacated. Further coordination shall be made with the utility companies to remove or relocate all existing infrastructure.

**PUBLIC COMMENT**: The subject property lies within the boundaries of Houston Park Neighborhood Association, El Paso Central Business Association, and Sunrise Civic Group, who were notified by the applicant of the special permit request. Notices were provided to all property owners within 300 feet of the subject property on March 24, 2021. As of April 15, 2021, the Planning Division has received one (1) letter in favor; three (3) calls, twenty-five (25) emails, and five (5) letters in opposition received as of 06/04/2021 to the special permit request.

**RELATED APPLICATIONS:** A rezoning (PZRZ21-00001) is being requested for the property concurrently with the special permit application to rezone six (6) lots from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU (General Mixed Use), along with Master Zoning Plan approval. Montana Alley Right-of-Way Vacation (SURW21-00002) is proposing to vacate the 20-foot wide alley within Block 266, Campbell Addition. City Plan Commission (CPC) approved the right-of-way vacation request on February 25, 2021. The City Council public hearing is pending.

**OTHER CONSIDERATIONS:** The proposed multifamily development will be located within walking distance (0.25 miles) of Pat O'Rourke Recreation Center (0.20 miles), Houston Park (0.25 miles), and El Paso Community College (0.20 miles). Furthermore, there are several Sun Metro's fixed route stops, that include regular bus, streetcar, and Brio service. The proposed development is also in close proximity to two (2) parochial schools and two (2) daycares, and a medical provider. Additionally, there are numerous employers in the area including main offices for major employers such as El Paso Independent School District and City of El Paso.

### 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:

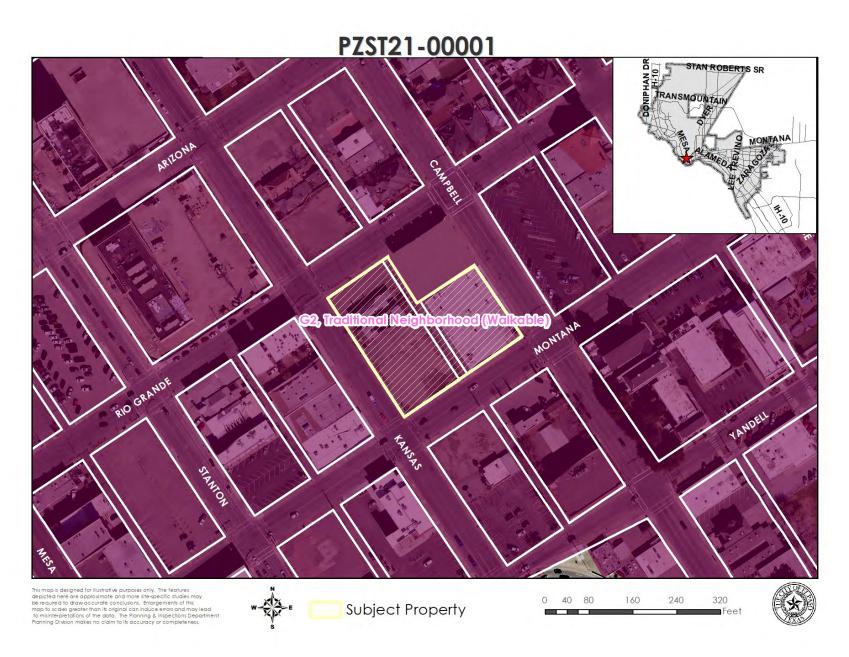
- 1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 2. **Recommend 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.

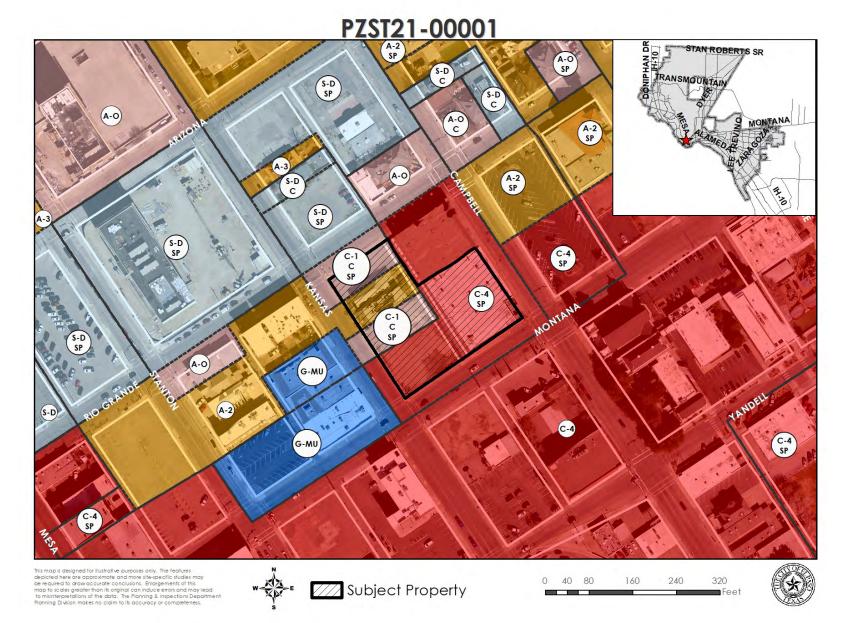
5

### ATTACHMENTS:

- 1. Future Land Use Map
- 2. Zoning Map
- 3. Neighborhood Notification Boundary Map
- 4. Letter in support
- 5. Letters and emails in opposition
- 6. Detailed Site Plan
- 7. Department Comments
- 8. Parking Study

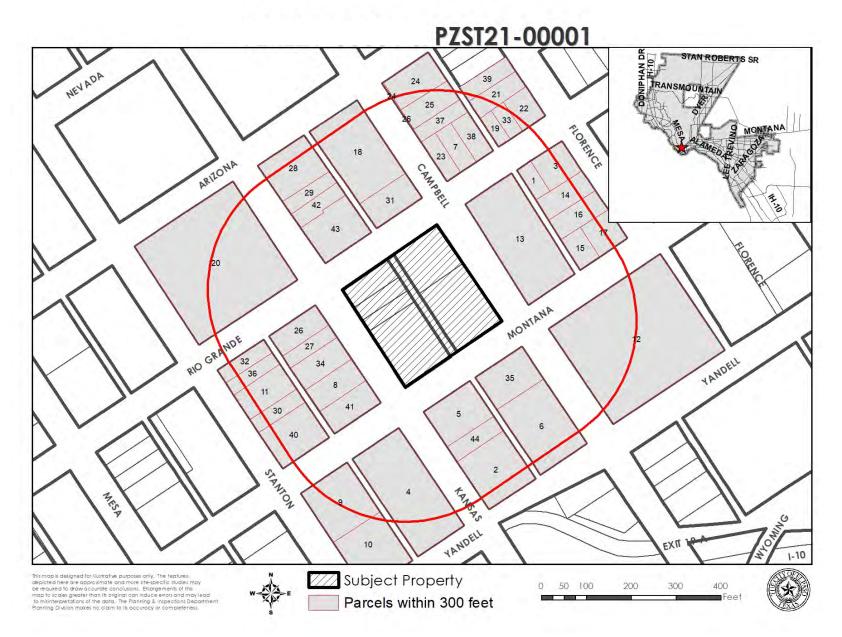






 $\sim$ 





### **ATTACHMENT 4**



April 7, 2021

City Plan Commission City of El Paso

Re: Nuestra Senora, a Tier 1 Infill Development

We are writing to urge the CPC to support Nuestra Senora's request for a parking reduction. Nuestra Senora is an 80-unit mixed income development located within a City of El Paso designated Tier 1 urban infill zone. The property is located at the SW corner of Campbell St. and E. Rio Grande. Please see attached Exhibit 1 which outlines the Tier 1 boundaries and includes the Nuestra Senora property. The development site was purposely selected by HACEP to fulfill City's Tier 1 in-fill objectives. It was submitted to, evaluated and supported by the City of El Paso and subsequently acquired by HACEP. Other proposed developments were not located in Tier 1 urban zones. Please see attached Exhibit 2. The Nuestra Senora development scored the highest on City of El Paso criteria and was subsequently fully supported by the City of El Paso through resolution by Council in early 2020 and continues in support by City staff. Please see attached Exhibits 3, 4 and 5. Additionally, all 80 units will be available at affordable rents, with units being offered at 60%, 50% and even 30% of Area Median Income.

The development is one of the very few developments in the downtown area to provide affordable housing to El Paso families. We realize and appreciate the support provided to the development by the City and City staff.

We do not make this parking reduction request lightly, and we know the City is attentive to, aware and supportive of the challenges associated with in-fill development, including providing required assistance to in-fill development projects.

Our Nuestra Senora development is unique for several reasons. Consider that our development is strictly residential, and our residents typically do not own automobiles. For example, at Blue Flame, another HACEP downtown development, we have 120 apartments and fewer than 50% of the residents/tenants have automobiles. Our residents continue to use public transportation as their primary source of transportation, which is another reason we selected this location with its proximity to public transportation. Aa bus stop is located less than 100' away and a trolley stop less than a block away from our Nuestra Senora development. Our affordable housing experience shows our residents will continue to utilize the existing public transportation system.

Our residents primarily use on-site parking ("off-street") and off-site ("on-street") parking in the evenings during off peak hours. We believe this will be true with Nuestra Senora. The residents drive to their jobs during work hours and will return to their apartment in the evening. By comparison, other commercial developments' employees, including those around Nuestra Senora, will use on-street

21260 Gathering Oaks 🔶 Suite 101 I San Antonio, Texas 78260 I 210-694-2223 fax 210-694-2225



parking during the day to commute home after work. Therefore, we believe the competition for onstreet parking at Nuestra Senora is counter to and does not conflict with daily peak parking demand resulting from adjacent commercial employers.

Finally, the Nuestra Senora development includes the rehabilitation of the existing parking garage located at the SWC of Rio Grande and Campbell. As a result of the parking garage, Nuestra Senora will be providing a structured off-street parking to its residents. Therefore, the development does not solely rely upon on-street parking. Residents will park in the parking garage at no charge. City ordinance requires 220 parking stalls for Nuestra Senora. The parking garage will include a total of 89 parking spaces. However, based on our tenant profile, we believe Nuestra Senora will require only 50 parking spaces. This represents a parking reduction request to the Plan Commission of 60%. Given HACEP's history of similar projects, we feel we can accommodate most the Nuestra Senora's parking needs within this parking garage. In brief, we feel there will be little need for any on-street parking by our residents and if there is an unmet resident parking requirement, it will be after daily business hours.

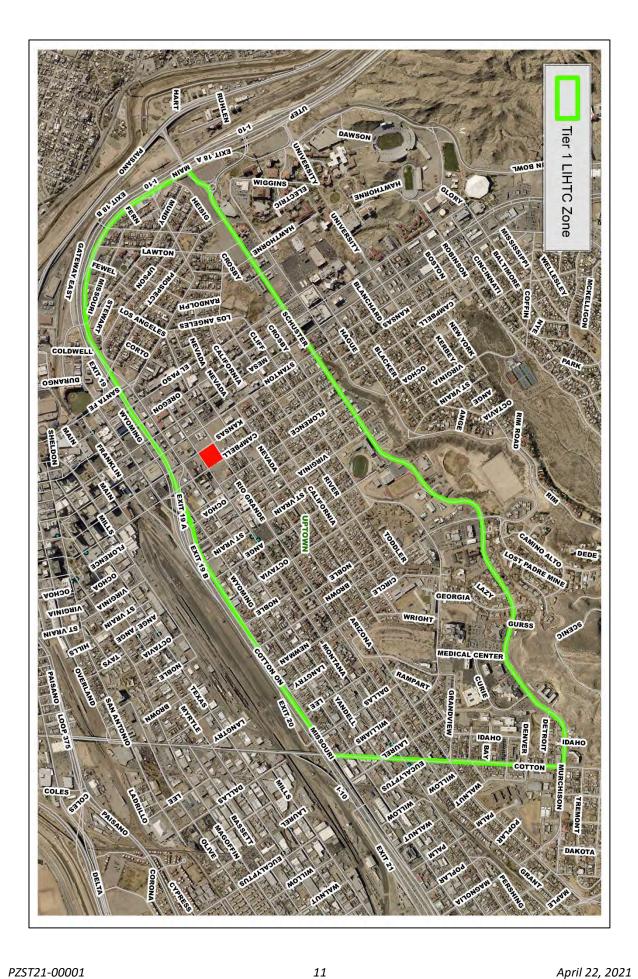
For these reasons, we feel our parking reduction request makes sense for this residential development and will not increase the current on-street peak parking demands in any meaningful way. Therefore, for the reasons presented in this memorandum, we feel that a reduction in total required spaces is warranted and should be supported in recommendation by the CPC.

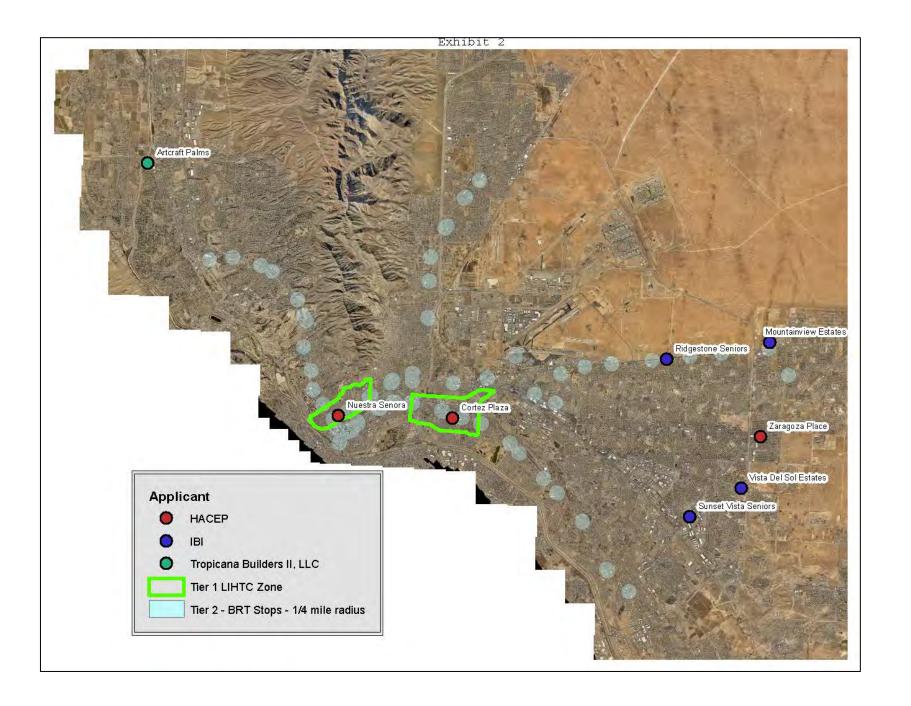
Thank you for your support.

Sincerely,

Ryah Wilson Senior Partner Franklin Companies

21260 Gathering Oaks 🔶 Suite 101 🔶 San Antonio, Texas 78260 🔶 210-694-2223 fax 210-694-2225





Value Statement	Total Points	Evaluation Criteria for Requests for Local Government Evaluation Criteria and/or Scoring Breakdown (points)	Plan El Paso Reference (These goals and policies are to be referenced to ensure proposed projects comply with Plan El Paso. Proposals need not address all goals and policies reference below; rather, listed goals and policies should be used to inform the scoring of proposals against the Evaluation Criteria.)			
<ol> <li>Maximize affordable housing units within the City of El Paso with whatever combination of projects produces the most affordable housing units given allocation of funds for the region</li> </ol>	35	a) 15 points for the proposal with the greatest number of units. All other proposals receive a point value equal to 15 multiplied by the percentage of units. proposed as compared to the development with the greatest number of units. (ex. Develoment X proposes 50% of the total units that the development with the greatest number of units proposes. Points for Development X = 15 points x 50% = 10 points). b) 8 points for the development with the most units for households at or below 30% AMI. All other proposals receive a point total equal to 8 multiplied by the percentage of 30% AMI units. compared to the development with the greatest number of 30% AMI units. c) 7 points for the development with the most units for households between 31% and 60% AMI. All other proposals receive a point total equal to 7 multiplied by the percentage of 31%-60% AMI units compared to the development with the greatest number of 31%-60% AMI units. d) 5 points for the development with the greatest number of 31%-60% AMI units.	Goal 6.1 - Housing Supply (Policies 6.1.1 & 6.1.2)			
<ol> <li>Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of social services</li> </ol>	20	Actively supporting residents of the project through provision of staffing, investments in programs/services, MOUs with other providers, and/or in house staff providing services. Categories of Services: a) Education (5 pts) b) Economic development/workforce and entrepreneurial development (including homeownership programs) (10 pts) c) Supportive/social services (5 pts)	Goal 5.12 - Museum & Cultural Affairs Goal 5.14 - Schools Goal 5.17 - Civic Buildings Goal 7.12 - Educational Opportunities Goal 9.3 - Access to Healthcare (Policy 9.3.1) Goal 6.1 Housing Supply; supportive housing (Policy 6.1.3) Policy 10.7.6: Promote behavioral changes and consumption patterns that conserve energy Goal 10.16: Reduce "Food Miles" or the distance that food must travel to El Paso, and the associated pollution and fuel consumption associated with long-distance food transport.			

The City of El Paso, Texas

Approved 10/15/2019

<ol> <li>Residents given an opportunity for inclusiveness and afforded an opportunity to access public services</li> </ol>	10	Categories: a) No physical barriers separating the development from the neighborhood and commercial/public services (4 pts) b) Gathering points/areas that bring together residents of the project and residents of the neighborhood at large (3 pts) c) Development has a mix of units at various income levels to include 80% AMI and/or market rate. (3 pts)	Goal 2.1 - Smart Location Principles Goal 2.2 - Neighborhood Patterns Goal 4.2 - Complete Streets (Policy 4.2.8) Goal 4.5 - Network Principles; minimize isolating communities (Policy 4.5.8) Goal 6.1 - Housing Supply (Policies 6.1.1, 6.1.2 & 6.1.7) Goal 6.2 - Existing Neighborhoods (Policy 6.2.1) Goal 6.3 - Walkable Neighborhoods (Policies 6.3.1 - 6.3.3) Goal 9.3 - Access to Healthcare Goal 10.6 - Atmosphere; promote new development that encourages a sustainable lifestyle such as walking, cycling, the use of public transit, and reducing dependence upon automobiles (Policy 10.6.3).
<ol> <li>Local presence and long- term accountability in El Paso</li> </ol>	15	Applicant has: a) Past experience involved in a development team constructing, operating and/or providing affordable housing for residents who fit the demographic profile to be served in El Paso (4 pts) b) A staff presence in El Paso of at least 5 employees (4 pts) c) 5 or more years experience as part of a development team financing, building, operating or managing affordable housing in El Paso (4 pts) d) Commitment to extended affordability beyond 30 years. (1 point for every 5 years of extended affordability beyond 30 years) (up to 3 pts)	N/A

Approved 10/15/2019

minimize the exposure of potential environmental hazards associated with their develop Goal 10.10: Protect the community from risks associated with geologic conditions Goal 10.13: Protect City residents from the effects of excessive noise or vibration. Goal 10.14: Improve public safety by developing appropriate lighting and control standar
--

### Compiled Detail Scoring by Request

Requests were scored by staff from the Capital Improvement Department, Community & Human Development Department, and Planning & Inspections Department using the Council approved Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals.

Development Name	Score Value	Score Value 2			Score Value 3			Score Value 4				Score Value 5	TOTAL SCORE
		2a. Education	2b. Economic Dev.	2c. Social Services	3a. barriers	3b. gathering areas	3c. Mix of income levels	4a.	4b.	4c.	4d.	Smart Growth	
Artcraft Palms	27.4	3.8	8	4.2	2.2	2.8	2,4	3.4	3	3.2	3	0.0	63.4
Vista Del Sol Estates	21.8	3.8	7	3.6	2.2	2.6	1.6	3	2.8	2.8	0	0.0	51.2
Sunset Vista Seniors	11.3	3.8	7.8	3.4	2.4	2.6	1,6	3	2.8	2.8	0	0.0	41.5
Ridgestone Seniors	12.5	3.8	7.6	3.6	2.2	2.6	2	3.2	2.8	2.8	0	0.0	43.1
Mountainview Estates	21.8	4	7.4	3.6	2	2.4	1.6	3.2	3	3	0	6.5	58.5
Nuestra Senora	29.8	4.6	9,4	4.6	3,8	2.8	3	3,8	3.4	3.4	3	18.0	89.6
Cortez Plaza	32.0	4.6	9	4.6	3.2	2.6	2.2	3.6	3.4	3.2	3	14.2	85.6
Zaragoza Place	33.8	4.2	7.6	4.2	2.4	2.6	1.8	3.6	3.2	3.2	3	0.0	69.6

#### Exhibit 5

#### RESOLUTION

WHEREAS, the Housing Authority of the City of El Paso (HACEP) has proposed a development for affordable rental housing at 405 Montana Ave., El Paso, Texas 79902, named Nuestra Senora, in the City of El Paso, Texas; and

WHEREAS, HACEP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Nuestra Senora; and

WHEREAS, HACEP has requested a waiver of permit fees in the amount of \$500 from the City of El Paso.

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

- 1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it **supports** the proposed **Nuestra Senora** located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 20190) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 3, 2020.
- That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has committed to HACEP, a waiver of \$500.00 in permit fees; these funds shall be used in developing Nuestra Senora located at 405 Montana Ave., El Paso, Texas 79902 (TDHCA Application number 20190).
- 3. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF EL PASO

ATTEST:

Dee Margo, Mayor

Laura D. Prine City Clerk

(Signatures on the following page)

17

20-1039-1867 | 965241 HACEP- Nuestra Senora OAR

Page 1 of 2

APPROVED AS TO FORM: Omar A. De La Rosa Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole M. Ferrini Director, Community & Human Development Department

20-1039-1867 | 965241 HACEP- Nuestra Senora OAR

Page 2 of 2

### <u>ATTACHMENT 5</u>



ANCHORED IN CHRIST, LIVING IN COMMUNITY, SERVING IN THE SPIRIT

April 8, 2021

Mayor Oscar Leeser Members of the El Paso City Council City of El Paso Plan Commission City of El Paso Planning and Inspections Department

City Plan Commission Planning Division P.O. Box 1890 El Paso, Texas 79950-1890

RE: Cases: PZR221-00001 and Pzst21-00001

Dear City of El Paso Officials,

The Vestry (Board) of the Church of St. Clement, voted on March 30, 2021, to object to the special permit for parking proposed for the Public Housing Project at 405 Montana Avenue (Block 266, Campbell Addition, City of El Paso, El Paso, County, TX). While we have no objection to the multi-use housing plan that is proposed, we are concerned that the reduction in parking will put an undue burden on adjacent neighborhoods, businesses, and our Church and School.

The Church of St. Clement, the oldest Protestant Church in El Paso, has been in our present location since construction on the church began in October 1906. Our campus includes St. Clement's Parish School, an elite Blue Ribbon educational institution that accommodates over four hundred students. In addition, the Kelly Memorial Food Bank is using our buildings and parking lot on the corner of Montana and Campbell, and which serves hundreds of needy families daily. We are also aware that some of the Imagine 10 proposals involve diverting more traffic to Montana and Rio Grande Streets, which may also impact parking.

We would welcome a meeting to discuss our concerns. We would like to see a detailed plan that shows the number of spaces dedicated to the Nuestra Senora housing facility, including numbers of spaces for handicapped and guest spaces. Since our parking lot is adjacent to the proposed facility, we would like to know how the Housing Authority and City of El Paso will ensure that our parking lot is not used by residents and guests.

Regards

William Cox Cobb, Rector

810 N. CAMPBELL AT MONTANA · EL PASO, TEXAS 79902-5203 · (915) 533-4915 · FAX (915) 533-1958 OFFICE@STCLEMENTS.COM · WWW.STCLEMENTS.COM

April 8, 2021

### Javier Jay Reyes & Associates EM: <u>Javrey@aol.com</u> (915)542-0550

Owner of: 1122 Montana, 1127 Montana, 1001 Montana, 1112 Montana, 813 N. Kansas, and other surrounding properties

Re: Case # PZST21-00001

Luis Zamora,

It is easy just to approve this projects for the sake of progress; however, lets be realistic, you are approving a monster of a problem.

Downtown is overbuilt with not enough parking and congestion. We do not want uptown to have the same problems.

Housing Authority of the City of El Paso operates with our tax dollars and can afford to cut back the building area. Just imagine all the employees, visitors, and tenants looking for parking everyday, re-think your approval.

20

Uptown is already over built, with not enough parking.

Thank you an Javier Jay Reyes

### **KELLY** CENTER FOR HUNGER RELIEF

Fighting Hunger in El Paso

#### Board of Directors

#### April 13, 2021

Thomas L. Wright, President Attorney at Law Tresa Rockwell, Vice President Executive Director Progress321 Cynthia S. Prieto, Treasurer Vice President & Controller El Paso Electric Alise Mann, Secretary

#### Greg Anderson

Attorney at Law Ames Davis Executive Director American Red Cross Briana M. Gomez-Valenzuela Tax Manager Lauterbach Borschow Mary Bell Haney Educator Rev. Scott Meador Pastor Trinity-First UMC Matthew Niland Vice President The Niland Co. Shari S. Schwartz Educator Jimmy Stevens, CPA Alex M. Wankier Audit Associate PriceWaterhouseCoopers **Charles Andrew Whatley** Senior Partner Evolve7 Digital Marketing

Jerald Hobson, ex officio Jardin de Milagros

Warren E. Goodell Executive Director 915-261-7499 wgoodell@kmfp.org Mayor Oscar Leeser El Paso City Council El Paso Plan Commission P.O. Box 1890 El Paso, Texas 79950-1890

Regarding Cases PZR221-00001 and Pzst21-00001

Dear Mayor Leeser, City Officials and members of the City Plan Commission:

Kelly Center for Hunger Relief has learned that the Public Housing Authority will be building a multi-use housing project at 405 Montana Avenue, El Paso, Texas. In keeping with our mission, we look forward to serving the City and the housing residents should there be any food challenges faced by the residents. However, we are concerned about the impact posed by the potential parking availability.

Kelly was organized for the purposes of procuring and distributing food and provisions to the needy and assist or develop programs that benefit the needy and low-income persons of the El Paso, Texas community. A core component of Kelly is the FreshStart Program which through support, education, training and partnering, assists families to overcome food insecurity and develop self-sufficiency. The Covid-19 pandemic has increased the need for this program and has also resulted in the need to significantly expand Kelly's food pantry distribution from 2,700 families per month to 18,000 per month.

We lease our building from St. Clements Church and St. Clements has permitted us to use the parking lot adjacent to our building. Any disruption of the parking lot or parking areas surrounding Kelly would make it difficult for Kelly to fulfill its mission in addressing food insecurity in the El Paso Community.

The normal parking requirements to approve a project such as this were developed for a reason, to avoid parking problems. They should be adhered to. Kelly Center for Hunger Relief wishes to express its opposition to any variance being given to the Housing Authority regarding parking requirements.

We appreciate your consideration in this matter.

Yours sincerely.

Thomas L. Wright ( President

915-261-7499

915 N. Florence St. – El Paso, TX 79902

www.kmfp.org



915-533-4248 · www.stelements.org

April 18, 2021

To Whom It May Concern:

600 MONTANA AVE. • EL PASO, TEXAS 79902

I am writing to express our school's concern to the proposed Public Housing Project that will be located at 405 Montana Avenue. Our school currently uses the parking lot for our hundreds of students not only during the day, but for special events, activities, fundraisers, programs, and ceremonies. We would like to ask to be included in the planning, particularly for the parking spaces that will be need to serve residents.

Our campus, for example, has events during a non-pandemic-year that utilize parking along Montana, Florence, Ochoa, St. Vrain, and Yandell streets to name a few. I am currently concerned with traffic and safety problems in our existing neighborhood. The bus stop on Montana has been moved twice in the past three years to allow for traffic to be within line of sight for our crossing guards to allow the children to cross Montana safely. Traffic and spacing are my areas of concern. We have been asked by local families to find alternate routes for our carpool lanes that extend for many blocks. With more traffic and limited parking, our vast carpool routines are sure to be affected.

Our school and church are already limited in the parking capacity for the area. May we meet with planners to detail the current plans for the new housing development so that we have an accurate picture of how our zone will be impacted? For these reasons, I would wholeheartedly recommend communicating with St. Clement's Church and School so that we may work together to support our city's planning efforts.

22

Respectfully,

Sara McCleskey

Head of School

April 21, 2021

City Plan Commission Planning Division P.O. Box 1890 El Paso, Texas 79950-1890

Re: PZST21-00001 - Special Permit for Parking Reduction at 405 Montana Ave

Dear City Plan Commission,

This letter serves as a follow-up to our original letter of opposition to PZST21-00001 dated April 8, 2021. As previously noted, the Vestry (Board) of the Church of St. Clement voted on March 30, 2021 to object to the special permit for a parking reduction at 405 Montana Avenue. While we have no objection to the multi-use housing plan that is proposed by the Housing Authority of the City of El Paso (HACEP), we are concerned that the reduction on parking will put an undue burden on adjacent neighborhoods, businesses, and our Church and School.

During the last year, our Board has spent a considerable amount of time in dialogue with the Texas Department of Transportation (TxDOT) regarding future alternatives for the expansion of I-10 through Downtown. Based on TxDOT's top three alternatives, each alternative would have a significant impact on the circulation of traffic and the availability of on-street parking along Campbell, Rio Grande, and other adjacent streets within the neighborhood. Since TxDOT has not released the final plans for the expansion of I-10, we can't make an informed decision on what the actual impact will be to the parking situation within the neighborhood. There could be large section of on-street parking removed, particularly along Campbell, in order to accommodate the plans being proposed by TxDOT.

The Church of St. Clement, the oldest Protestant Church in El Paso, has been at its present site since 1906. St. Clement's Parish School has been located in the neighborhood since the 1950s and has worked throughout the years to meet our parking requirements for teachers, staff, parents, and visitors. We have four surface parking lots that accommodate our required parking and partnered with the City of El Paso several years ago to reimagine and transform Yandell into a pedestrian friendly street with angled parking and abundant landscaping. We have demonstrated our commitment to meeting our parking requirements and through partnerships with the City of El Paso to ensure that our campus does not negatively impact parking within the neighborhood.

Again, we are not opposed to the multi-use housing plan that is proposed but ask that HACEP, as a quasi-public agency, meet their required parking. HACEP's proposal development will be constructed on an ENTIRE city block, which is more than enough acreage to meet their required parking. Please note that the requested parking reduction is for 131 parking spaces, which will undoubtedly force residents of this new development to park along adjacent roadways that will impact the existing single-family residences on Rio Grande and the parking within the St. Clement's Parish School campus.

In our previous letter, we asked for the opportunity to have a meeting regarding this project. We did not receive a response to our request. We would still like the have a meeting so that we can discuss our concerns with the City of El Paso and HACEP.

24

Regards.

Gus Haddad

L. Gus Haddad Representative

From:	
Sent:	
To:	
Cc:	
Subject:	

David Etzold <etzoldco@att.net> Tuesday, March 30, 2021 5:30 PM Etiwe, Philip F. Zamora, Luis F. Cases PZRZ21-00001 and PZST21-00001 (405 Montana)

#### Philip and Luis,

I have been asked to represent St Clements Church at the hearing on the above cases for HACEP's Nuestra Senora Project at 405 Montana. The church is specifically concerned about the direct impact of the **50% parking waiver** being requested, as our neighborhood has limited street parking. The church formally objects to granting said waiver. The Housing Authority should provide adequate code-compliant off-street parking for this project, as are most private developers.

We welcome the new residents of this project to our neighborhood. The church hopes that every one of them will feel welcomed, as so many generations have, within the walls of the Church of St Clement. By granting the waiver, though, the City of El Paso and HACEP will be placing an undue burden on the <u>residents</u> to seek (and compete for) the limited street parking spots available. The temptation to park illegally on our (and other's) private property (because of the lack of proper on-site parking) could create tensions in the neighborhood which are not conducive to building good neighborly relationships. Help us avoid that disaster. We ask the CPC and City Council to require the Housing Authority, on this nearly \$18 million project, to provide adequate, code-compliant on-site parking for their residents.

Should the CPC deem such a waiver is necessary for the safety, health and welfare of the public, the Church of St Clement stands to suffer direct negative economic impact from this waiver. We own parking lots serving our several church services, school, day care and English language classes immediately across Campbell Street from the subject project and along Montana Avenue, in the 500 Block. If any nearby property owner were at risk of having to monitor and control the proper use of their parking lots, and incur new, undue expense to do so, it would be this one.

In my experience, when such waivers are requested, the City will usually require a Parking Study of the surrounding area. I would appreciate a copy of said Study before the hearing Thursday. I would also request a copy of Staff Comments generated for said hearing.

I will be on the video conference hearing, and will attempt my call-in comments at the appropriate time.

Thank you,

David Etzold

#### ETZOLD & CO Commercial Real Estate Brokers and Consultants The Cortez Building, Suite 824 310 North Mesa Street El Paso, TX 79901 (915) 845-6006 Office (915) 351-9255 Fax

Email to: EtzoldCo@att.net

1

From:	Marilyn Jay <marilyn@stclements.com></marilyn@stclements.com>
Sent:	Tuesday, April 20, 2021 4:12 PM
To:	Zamora, Luis F.
Cc:	marilynajay@icloud.com
Subject:	Case number: PZST21-00001

I want to express my opposition to the proposed Special Permit for Parking Reduction related to the property at 405 Montana Avenue.

I am a member and an employee of the Church of St. Clement. The Church owns the property on the east side of N. Campbell St., directly across from the proposed development. That property is a paved and striped parking lot for our parishioners.

I notice that the parking studies for the reduction permit were done on Monday, Tuesday and Wednesday in early January, and on a Thursday in February. Considering that the closest neighbor to the new development IS A CHURCH, it seems like a parking study done on a Sunday might have been more relevant.

Thank you for your time.

Marilyn Jay Financial Secretary Church of St. Clement 810 N. Campbell St. El Paso, TX 79902

915-533-4915 Church 915-521-8043 Direct 915-227-4229 Cell/Text

1

From:	VIRGINIA SINCLAIR <vpsin@prodigy.net></vpsin@prodigy.net>
Sent:	Thursday, June 3, 2021 12:26 PM
To:	Zamora, Luis F.
Subject:	Nuestra Senora Housing Project Case, PZST21 0001

As a 30 year member of the Church of St. Clement, I join others in questioning the decision to consider granting a 100% parking reduction to the Housing Authority which is building this project on the corner of Montana and Campbell. I don't question the location of the project itself, but there is already very limited street parking available in that area. We are not the only ones who will be adversely affected by the units being built with no concern for including parking spaces: the UTEP Nursing School building on Campbell, the Kelly Memorial Food Bank, EPISD's Offices, Ciudad Nueva Community Outreach, and St. Clement's Parish School all exist in that busy area of downtown El Paso. There is also the the very real possibility that the Imagine 10 TXDOT project will eliminate some existing on-street parking in our area to change traffic flow, adding to the parking problem that already exists.

I urge you and City Council to carefully consider the repercussions of granting approval of this parking reduction.

Sincerely,

Virginia Sinclair

From:	blythe521@aol.com
Sent:	Thursday, June 3, 2021 1:44 PM
To:	Mayor, District #1; District #2; District #3; District #4; District #5; District #6; District #7; District #8
Cc:	Zamora, Luis F.
Subject:	Case: PZST21-0001.

City of El Paso Automated System Message | EMAIL SENDER UNVERIFIED:

The email from blythe521@aol.com, sent by blythe521@aol.com, cannot be verified as authentic. Please take caution, do not click on any links or open any attachments unless you trust the sender and know the content is safe. If you believe this to be a phish use the 'Phish Alert' button or forward to SpamReport@elpasotexas.gov.

Dear Mayor Leeser and City Council Members,

I am opposed to the proposed parking reduction for the Housing Authority of the City of El Paso's new Nuestra Señora project at 405 Montana Avenue. There is not enough parking for the residents and businesses in this area presently, without the more than one hundred new HACEP Nuestra Señora residents. Adjacent or near to the project are the UTEP Nursing School Campbell Building, EPISD'S offices, the Kelly Memorial Food Bank, The Church of St. Clement, St. Clement's Parish School, and Ciudad Nueva Community Outreach.

The parking waiver requested by HACEP is unfair and inequitable to the current residents and business owners in the neighborhood, as well as unfair to those who will be residing in the new Nuestra Señora development. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

We respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage. Respectfully,

28

Blythe and Steve Larson

From:	Diane Tatem <dtatem@elp.rr.com></dtatem@elp.rr.com>
Sent:	Thursday, June 3, 2021 5:39 PM
To:	Mayor
Cc:	Zamora, Luis F.; Diane Tatem
Subject:	Inconsiderate and Lack of Consideration for current tax-payers and future Residents

#### Dear Sirs:

I want to express my strongest disapproval of the poor planning and lack of consideration for your current taxpaying El Paso Citizens, Churches, Universities Businesses and Service Organizations that have been located near the corner of Campbell and Montana for many years, some for over a hundred years.

I have no problem with your building Low Income Housing; I hope it will respect the needs and dignity of its soon to be occupants.

T have a great deal of problem with the selfish and lack of considerate planning for an appropriate amount of parking spaces for the residents of the 135 Units that are being proposed. For once, instead of just considering how cheap public management might get you a vote, think about the

degradation of quality of life that the failure to provide fair and adequate parking will produce for everyone using this area.

Please reconsider your decision and seize this opportunity to do something the right way, the gracious and common sense way by providing the 220 spaces the Code requires. You could build a small multilevel parking area at Campbell and Montana with spaces for the residents at reduced or no cost and some open to the public for a fee. Otherwise, you will be creating havoe and multiple other problems.

I sincerely ask you to CONSIDER this request and not just ignore it.

Thank you very much,

Diane w. Tatem, MA, MS, Licensed Professional Counselor-S

1

From:	David Hoover <tamaragladk@gmail.com></tamaragladk@gmail.com>
Sent:	Thursday, June 3, 2021 6:58 PM
To:	Mayor; District #1; District #2; District #3; District #4; District #5; District #6; District #7; District #8
Cc:	Zamora, Luis F.
Subject:	Case PZST21-001 Reduction in Parking

Dear Mayor Leeser and City Council Members,

I would like to express my opposition to the proposed parking reduction for the Housing Authority of the City of El Paso's new Nuestra Señora project at 405 Montana Avenue. There is not enough parking for the residents and businesses in this area presently, without the more than one hundred new HACEP Nuestra Señora residents. Adjacent or near to the project are the UTEP Nursing School Campbell Building, EPISD'S offices, the Kelly Memorial Food Bank, The Church of St. Clement, St. Clement's Parish School, and Ciudad Nueva Community Outreach.

The parking waiver requested by HACEP is unfair and inequitable to the current residents and business owners in the neighborhood, as well as unfair to those who will be residing in the new Nuestra Señora development. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

We respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residentsto-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

Respectfully,

Tamara Gladkowski

1

From:	Linda Gunter <linda@lindagunter.com></linda@lindagunter.com>
Sent:	Thursday, June 3, 2021 10:04 PM
То:	Mayor; Zamora, Luis F.; District #3; District #4; District #1; District #1; District #2; District #5; District # 6; District #7; District #8
Cc:	Linda Gunter
Subject:	Council Member, Please help with HACEP Parking Issue

Dear Council members,

On behalf of myself, a member of the congregation of the Church of St. Clement and a member of the Board of the St. Clement Parish School, I **urgently need your help** regarding HACEP and their new housing project and the parking issue which will have a permanent detrimental effect on parking around our campus and the entire neighborhood.

The Housing Authority of the City of El Paso (HACEP) is building a low-income housing project (Nuestra Señora) across from the church on the corner of Campbell and Montana. I do not have a problem with the project in fact we look forward to the opportunity to share our facilities with the residents. The only problem I have is that they are seeking approval from the City Council for a **100% parking reduction**. The code would require 220 spaces for the 135 units that are proposed. This change will permanently affect the residences and businesses in surrounding blocks, the UTEP Nursing School building on Campbell, the Kelly Memorial Food Bank, EPISD's Offices, Ciudad Nueva Community Outreach, the Church of St. Clement and St. Clement's Parish School. There is also the possibility that the Imagine 10 TXDOT project will eliminate some existing on-street parking in our area to change traffic flow.

The City Council is scheduled to vote on this on June 22. The Case: PZST21-0001,

Thanking you in advance for your consideration on this VERY serious situation.

Linda Gunter linda@lindagunter.com 915 203 4275

From:	Linda Gunter <linda@lindagunter.com></linda@lindagunter.com>
Sent:	Thursday, June 3, 2021 10:20 PM
To:	Mayor; District #8; District #7; District #6; District #5; district4@elpasotexas.gove; District #3; District
	#2; District #1; Zamora, Luis F.
Subject:	HACEP needs to consider the families they are trying to serve

My opinion, any opposition to the proposed **100% parking reduction** also needs to include the argument that HACEP's proposal **is not fair to the residents they seek to serve**. A majority of those residents are unlikely to work in the neighborhood and will need transportation to/from work and a place to park that transportation at night. It is not only unfair to the Neighborhood to flood the area with cars for 80-160 new families, **it is not fair to the residents**. In a neighborhood that is already at capacity in terms of street parking, **HACEP's proposal does a significant disservice to those families by not providing parking**.

Linda Gunter

1

From:	David Yates <davidmichaelyates@gmail.com></davidmichaelyates@gmail.com>
Sent:	Friday, June 4, 2021 6:05 AM
To:	Mayor; Zamora, Luis F.
Subject:	REGARDING PARKING FOR HOUSING PROJECT NEAR ST CLEMENTS CHURCH

#### Dear Mayor Leeser,

I attend St Clements Church and am part of a community which cares deeply about El Paso and out neighboring city of Juarez. When our church learned that the Housing Authority for the city of El Paso's new Nuestra Señora project at 405 Montana Avenue was coming right next door, we were excited. We help run a food bank and support significant community outreach in the area, therefore a lower income housing opportunity on our back door seemed like a Godsend of an opportunity to help minister to people in need.

However, we learned that the Housing Authority had allocated 0 parking for these new residents (which is against their own rules) and is extremely inconsiderate to the surrounding neighborhood and unfair to the residents of the new Nuestra Senora - when we asked about this we were told that these residents don't have a need for parking secondary to there low income (this smacks of discrimination based on socioeconomic status) and deprives them of a means of elevating themselves. After our complaints a small amount of parking has been allocated but nowhere near the standard requirement. At this point HACEP is determined to move on regardless of what this does to the downtown area. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

We respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

#### Respectfully,

David M Yates DMD, MD, FACS Division Chief of Cranial and Facial Surgery El Paso Children's Hospital Program Director: EPCH Cleft and Craniofacial Fellowship Partner: High Desert Oral & Facial Surgery

1

From:	David Yates <davidmichaelyates@gmail.com></davidmichaelyates@gmail.com>
Sent:	Friday, June 4, 2021 6:10 AM
To:	District #1; Zamora, Luis F.
Subject:	Discriminatory Parking Practices of the Housing Authority

#### Dear Mr Svarzbein,

I attend St Clements Church and am part of a community which cares deeply about El Paso and out neighboring city of Juarez. When our church learned that the Housing Authority for the city of El Paso's new Nuestra Señora project at 405 Montana Avenue was coming right next door, we were excited. We help run a food bank and support significant community outreach in the area, therefore a lower income housing opportunity on our back door seemed like a Godsend of an opportunity to help minister to people in need.

However, we learned that the Housing Authority had allocated 0 parking for these new residents (which is against their own rules) and is extremely inconsiderate to the surrounding neighborhood and unfair to the residents of the new Nuestra Senora. When we asked about this we were told that these residents don't have a need for parking secondary to there low income (this smacks of discrimination based on socioeconomic status) and deprives them of a means of elevating themselves. After our complaints a small amount of parking has been allocated but nowhere near the standard requirement. At this point HACEP is determined to move on regardless of what this does to the downtown area. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

We respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

#### Respectfully,

David M Yates DMD, MD, FACS Division Chief of Cranial and Facial Surgery El Paso Children's Hospital Program Director: EPCH Cleft and Craniofacial Fellowship Partner: High Desert Oral & Facial Surgery

1

From:	David Yates <davidmichaelyates@gmail.com></davidmichaelyates@gmail.com>
Sent:	Friday, June 4, 2021 6:14 AM
To:	Zamora, Luis F.; District #2
Subject:	Discriminatory Parking practices of the Housing Authority

#### Dear Ms Annello,

I attend St Clements Church and am part of a community which cares deeply about El Paso and our neighboring city of Juarez. When our church learned that the Housing Authority for the city of El Paso's new Nuestra Señora project at 405 Montana Avenue was coming right next door, we were excited. We help run a food bank and support significant community outreach in the area, therefore a lower income housing opportunity on our back door seemed like a Godsend of an opportunity to help minister to people in need.

However, we learned that the Housing Authority had allocated 0 parking for these new residents (which is against their own rules) and is extremely inconsiderate to the surrounding neighborhood and unfair to the residents of the new Nuestra Senora. When we asked about this we were told that these residents don't have a need for parking secondary to there low income (this smacks of discrimination based on socioeconomic status) and deprives them of a means of elevating themselves. After our complaints a small amount of parking has been allocated but nowhere near the standard requirement. At this point HACEP is determined to move on regardless of what this does to the downtown area. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

We respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

#### Respectfully,

David M Yates DMD, MD, FACS Division Chief of Cranial and Facial Surgery El Paso Children's Hospital Program Director: EPCH Cleft and Craniofacial Fellowship Partner: High Desert Oral & Facial Surgery

1

From:	David Yates <davidmichaelyates@gmail.com></davidmichaelyates@gmail.com>
Sent:	Friday, June 4, 2021 6:16 AM
То:	Zamora, Luis F.; District #3
Subject:	Discriminatory Practices of the Housing Authority

#### Dear Ms Hernandez,

I attend St Clements Church and am part of a community which cares deeply about El Paso and our neighboring city of Juarez. When our church learned that the Housing Authority for the city of El Paso's new Nuestra Señora project at 405 Montana Avenue was coming right next door, we were excited. We help run a food bank and support significant community outreach in the area, therefore a lower income housing opportunity on our back door seemed like a Godsend of an opportunity to help minister to people in need.

However, we learned that the Housing Authority had allocated 0 parking for these new residents (which is against their own rules) and is extremely inconsiderate to the surrounding neighborhood and unfair to the residents of the new Nuestra Senora. When we asked about this we were told that these residents don't have a need for parking secondary to there low income (this smacks of discrimination based on socioeconomic status) and deprives them of a means of elevating themselves. After our complaints a small amount of parking has been allocated but nowhere near the standard requirement. At this point HACEP is determined to move on regardless of what this does to the downtown area. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

We respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

#### Respectfully,

David M Yates DMD, MD, FACS Division Chief of Cranial and Facial Surgery El Paso Children's Hospital Program Director: EPCH Cleft and Craniofacial Fellowship Partner: High Desert Oral & Facial Surgery

1

From:	David Yates <davidmichaelyates@gmail.com></davidmichaelyates@gmail.com>
Sent:	Friday, June 4, 2021 6:17 AM
То:	District #4; Zamora, Luis F.
Subject:	Discriminatory Housing Practices of the Housing Authority

#### Dear Mr Molinar,

I attend St Clements Church and am part of a community which cares deeply about El Paso and our neighboring city of Juarez. When our church learned that the Housing Authority for the city of El Paso's new Nuestra Señora project at 405 Montana Avenue was coming right next door, we were excited. We help run a food bank and support significant community outreach in the area, therefore a lower income housing opportunity on our back door seemed like a Godsend of an opportunity to help minister to people in need.

However, we learned that the Housing Authority had allocated 0 parking for these new residents (which is against their own rules) and is extremely inconsiderate to the surrounding neighborhood and unfair to the residents of the new Nuestra Senora. When we asked about this we were told that these residents don't have a need for parking secondary to there low income (this smacks of discrimination based on socioeconomic status) and deprives them of a means of elevating themselves. After our complaints a small amount of parking has been allocated but nowhere near the standard requirement. At this point HACEP is determined to move on regardless of what this does to the downtown area. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

We respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

#### Respectfully,

David M Yates DMD, MD, FACS Division Chief of Cranial and Facial Surgery El Paso Children's Hospital Program Director: EPCH Cleft and Craniofacial Fellowship Partner: High Desert Oral & Facial Surgery

1

From:	David Yates <davidmichaelyates@gmail.com></davidmichaelyates@gmail.com>
Sent:	Friday, June 4, 2021 6:18 AM
To:	District #5; Zamora, Luis F.
Subject:	Discriminatory Practices of the Housing Authority

#### Dear Ms Salcido,

I attend St Clements Church and am part of a community which cares deeply about El Paso and our neighboring city of Juarez. When our church learned that the Housing Authority for the city of El Paso's new Nuestra Señora project at 405 Montana Avenue was coming right next door, we were excited. We help run a food bank and support significant community outreach in the area, therefore a lower income housing opportunity on our back door seemed like a Godsend of an opportunity to help minister to people in need.

However, we learned that the Housing Authority had allocated 0 parking for these new residents (which is against their own rules) and is extremely inconsiderate to the surrounding neighborhood and unfair to the residents of the new Nuestra Senora. When we asked about this we were told that these residents don't have a need for parking secondary to there low income (this smacks of discrimination based on socioeconomic status) and deprives them of a means of elevating themselves. After our complaints a small amount of parking has been allocated but nowhere near the standard requirement. At this point HACEP is determined to move on regardless of what this does to the downtown area. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

We respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

#### Respectfully,

David M Yates DMD, MD, FACS Division Chief of Cranial and Facial Surgery El Paso Children's Hospital Program Director: EPCH Cleft and Craniofacial Fellowship Partner: High Desert Oral & Facial Surgery

1

From:	David Yates <davidmichaelyates@gmail.com></davidmichaelyates@gmail.com>
Sent:	Friday, June 4, 2021 6:25 AM
To:	District #6; Zamora, Luis F.
Subject:	Discriminatory Practices of the Housing Authority

#### Dear Ms Rodriguez,

I attend St Clements Church and am part of a community which cares deeply about El Paso and our neighboring city of Juarez. When our church learned that the Housing Authority for the city of El Paso's new Nuestra Señora project at 405 Montana Avenue was coming right next door, we were excited. We help run a food bank and support significant community outreach in the area, therefore a lower income housing opportunity on our back door seemed like a Godsend of an opportunity to help minister to people in need.

However, we learned that the Housing Authority had allocated 0 parking for these new residents (which is against their own rules) and is extremely inconsiderate to the surrounding neighborhood and unfair to the residents of the new Nuestra Senora. When we asked about this we were told that these residents don't have a need for parking secondary to there low income (this smacks of discrimination based on socioeconomic status) and deprives them of a means of elevating themselves. After our complaints a small amount of parking has been allocated but nowhere near the standard requirement. At this point HACEP is determined to move on regardless of what this does to the downtown area. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

We respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

#### Respectfully,

David M Yates DMD, MD, FACS Division Chief of Cranial and Facial Surgery El Paso Children's Hospital Program Director: EPCH Cleft and Craniofacial Fellowship Partner: High Desert Oral & Facial Surgery

1

From:	David Yates <davidmichaelyates@gmail.com></davidmichaelyates@gmail.com>
Sent:	Friday, June 4, 2021 6:21 AM
То:	District #7; Zamora, Luis F.
Subject:	Discriminatory Practices of the Housing Authority

#### Dear Mr Rivera,

I attend St Clements Church and am part of a community which cares deeply about El Paso and our neighboring city of Juarez. When our church learned that the Housing Authority for the city of El Paso's new Nuestra Señora project at 405 Montana Avenue was coming right next door, we were excited. We help run a food bank and support significant community outreach in the area, therefore a lower income housing opportunity on our back door seemed like a Godsend of an opportunity to help minister to people in need.

However, we learned that the Housing Authority had allocated 0 parking for these new residents (which is against their own rules) and is extremely inconsiderate to the surrounding neighborhood and unfair to the residents of the new Nuestra Senora. When we asked about this we were told that these residents don't have a need for parking secondary to there low income (this smacks of discrimination based on socioeconomic status) and deprives them of a means of elevating themselves. After our complaints a small amount of parking has been allocated but nowhere near the standard requirement. At this point HACEP is determined to move on regardless of what this does to the downtown area. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

We respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

#### Respectfully,

David M Yates DMD, MD, FACS Division Chief of Cranial and Facial Surgery El Paso Children's Hospital Program Director: EPCH Cleft and Craniofacial Fellowship Partner: High Desert Oral & Facial Surgery

1

From:	David Yates <davidmichaelyates@gmail.com></davidmichaelyates@gmail.com>
Sent:	Friday, June 4, 2021 6:23 AM
То:	District #8; Zamora, Luis F.
Subject:	Discriminatory Practices of the Housing Authority

#### Dear Ms Lizarraga,

I attend St Clements Church and am part of a community which cares deeply about El Paso and our neighboring city of Juarez. When our church learned that the Housing Authority for the city of El Paso's new Nuestra Señora project at 405 Montana Avenue was coming right next door, we were excited. We help run a food bank and support significant community outreach in the area, therefore a lower income housing opportunity on our back door seemed like a Godsend of an opportunity to help minister to people in need.

However, we learned that the Housing Authority had allocated 0 parking for these new residents (which is against their own rules) and is extremely inconsiderate to the surrounding neighborhood and unfair to the residents of the new Nuestra Senora. When we asked about this we were told that these residents don't have a need for parking secondary to there low income (this smacks of discrimination based on socioeconomic status) and deprives them of a means of elevating themselves. After our complaints a small amount of parking has been allocated but nowhere near the standard requirement. At this point HACEP is determined to move on regardless of what this does to the downtown area. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

We respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

#### Respectfully,

David M Yates DMD, MD, FACS Division Chief of Cranial and Facial Surgery El Paso Children's Hospital Program Director: EPCH Cleft and Craniofacial Fellowship Partner: High Desert Oral & Facial Surgery

1

From:	David Castle <dscastle52@gmail.com></dscastle52@gmail.com>
Sent:	Friday, June 4, 2021 8:00 AM
To:	District #1
Cc:	Zamora, Luis F.
Subject:	Case: PZST21-0001

Re: Case: PZST21-0001

Dear Mayor Leeser and City Council Members,

I am opposed to the proposed parking reduction for the Housing Authority of the City of El Paso's new Nuestra Señora project at 405 Montana Avenue. There is not enough parking for the residents and businesses in this area presently, without the more than one hundred new HACEP Nuestra Señora residents. Adjacent or near to the project are the UTEP Nursing School Campbell Building, EPISD'S offices, the Kelly Memorial Food Bank, The Church of St. Clement, St. Clement's Parish School, and Ciudad Nueva Community Outreach.

The parking waiver requested by HACEP is unfair and inequitable to the current residents and business owners in the neighborhood, as well as unfair to those who will be residing in the new Nuestra Señora development. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

I respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

Respectfully,

David S. Castle 706 Mississippi Ave El Paso, TX. 79902

Sent from my iPhone

From:	David Castle <dscastle52@gmail.com></dscastle52@gmail.com>
Sent:	Friday, June 4, 2021 8:05 AM
To:	District #2
Cc:	Zamora, Luis F.
Subject:	Case: PZST21-0001

Re: Case: PZST21-0001

Dear Mayor Leeser and City Council Members,

I am opposed to the proposed parking reduction for the Housing Authority of the City of El Paso's new Nuestra Señora project at 405 Montana Avenue. There is not enough parking for the residents and businesses in this area presently, without the more than one hundred new HACEP Nuestra Señora residents. Adjacent or near to the project are the UTEP Nursing School Campbell Building, EPISD'S offices, the Kelly Memorial Food Bank, The Church of St. Clement, St. Clement's Parish School, and Ciudad Nueva Community Outreach.

The parking waiver requested by HACEP is unfair and inequitable to the current residents and business owners in the neighborhood, as well as unfair to those who will be residing in the new Nuestra Señora development. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

I respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

Respectfully,

David S. Castle 706 Mississippi Ave El Paso, TX. 79902

1

From:	David Castle <dscastle52@gmail.com></dscastle52@gmail.com>
Sent:	Friday, June 4, 2021 8:09 AM
To:	District #3
Cc:	Zamora, Luis F.
Subject:	Case: PZST21-0001

Re: Case: PZST21-0001

Dear Mayor Leeser and City Council Members,

I am opposed to the proposed parking reduction for the Housing Authority of the City of El Paso's new Nuestra Señora project at 405 Montana Avenue. There is not enough parking for the residents and businesses in this area presently, without the more than one hundred new HACEP Nuestra Señora residents. Adjacent or near to the project are the UTEP Nursing School Campbell Building, EPISD'S offices, the Kelly Memorial Food Bank, The Church of St. Clement, St. Clement's Parish School, and Ciudad Nueva Community Outreach.

The parking waiver requested by HACEP is unfair and inequitable to the current residents and business owners in the neighborhood, as well as unfair to those who will be residing in the new Nuestra Señora development. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

I respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

Respectfully,

David S. Castle 706 Mississippi Ave El Paso, TX. 79902

1

From:	David Castle <dscastle52@gmail.com></dscastle52@gmail.com>
Sent:	Friday, June 4, 2021 8:10 AM
To:	District #4
Cc:	Zamora, Luis F.
Subject:	Case: PZST21-0001

Re: Case: PZST21-0001

Dear Mayor Leeser and City Council Members,

I am opposed to the proposed parking reduction for the Housing Authority of the City of El Paso's new Nuestra Señora project at 405 Montana Avenue. There is not enough parking for the residents and businesses in this area presently, without the more than one hundred new HACEP Nuestra Señora residents. Adjacent or near to the project are the UTEP Nursing School Campbell Building, EPISD'S offices, the Kelly Memorial Food Bank, The Church of St. Clement, St. Clement's Parish School, and Ciudad Nueva Community Outreach.

The parking waiver requested by HACEP is unfair and inequitable to the current residents and business owners in the neighborhood, as well as unfair to those who will be residing in the new Nuestra Señora development. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

I respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

Respectfully,

David S. Castle 706 Mississippi Ave El Paso, TX. 79902

1

From:	David Castle <dscastle52@gmail.com></dscastle52@gmail.com>
Sent:	Friday, June 4, 2021 8:11 AM
To:	District #5
Cc:	Zamora, Luis F.
Subject:	Case: PZST21-0001

Re: Case: PZST21-0001

Dear Mayor Leeser and City Council Members,

I am opposed to the proposed parking reduction for the Housing Authority of the City of El Paso's new Nuestra Señora project at 405 Montana Avenue. There is not enough parking for the residents and businesses in this area presently, without the more than one hundred new HACEP Nuestra Señora residents. Adjacent or near to the project are the UTEP Nursing School Campbell Building, EPISD'S offices, the Kelly Memorial Food Bank, The Church of St. Clement, St. Clement's Parish School, and Ciudad Nueva Community Outreach.

The parking waiver requested by HACEP is unfair and inequitable to the current residents and business owners in the neighborhood, as well as unfair to those who will be residing in the new Nuestra Señora development. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

I respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

Respectfully,

David S. Castle 706 Mississippi Ave El Paso, TX. 79902

1

From:	David Castle <dscastle52@gmail.com></dscastle52@gmail.com>
Sent:	Friday, June 4, 2021 8:12 AM
To:	District #6
Cc:	Zamora, Luis F.
Subject:	Case: PZST21-0001

Re: Case: PZST21-0001

Dear Mayor Leeser and City Council Members,

I am opposed to the proposed parking reduction for the Housing Authority of the City of El Paso's new Nuestra Señora project at 405 Montana Avenue. There is not enough parking for the residents and businesses in this area presently, without the more than one hundred new HACEP Nuestra Señora residents. Adjacent or near to the project are the UTEP Nursing School Campbell Building, EPISD'S offices, the Kelly Memorial Food Bank, The Church of St. Clement, St. Clement's Parish School, and Ciudad Nueva Community Outreach.

The parking waiver requested by HACEP is unfair and inequitable to the current residents and business owners in the neighborhood, as well as unfair to those who will be residing in the new Nuestra Señora development. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

I respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

Respectfully,

David S. Castle 706 Mississippi Ave El Paso, TX. 79902

1

From:	David Castle <dscastle52@gmail.com></dscastle52@gmail.com>
Sent:	Friday, June 4, 2021 8:13 AM
To:	District #7
Cc:	Zamora, Luis F.
Subject:	Case: PZST21-0001

Re: Case: PZST21-0001

Dear Mayor Leeser and City Council Members,

I am opposed to the proposed parking reduction for the Housing Authority of the City of El Paso's new Nuestra Señora project at 405 Montana Avenue. There is not enough parking for the residents and businesses in this area presently, without the more than one hundred new HACEP Nuestra Señora residents. Adjacent or near to the project are the UTEP Nursing School Campbell Building, EPISD'S offices, the Kelly Memorial Food Bank, The Church of St. Clement, St. Clement's Parish School, and Ciudad Nueva Community Outreach.

The parking waiver requested by HACEP is unfair and inequitable to the current residents and business owners in the neighborhood, as well as unfair to those who will be residing in the new Nuestra Señora development. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

I respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

Respectfully,

David S. Castle 706 Mississippi Ave El Paso, TX. 79902

1

From:	David Castle <dscastle52@gmail.com></dscastle52@gmail.com>
Sent:	Friday, June 4, 2021 8:15 AM
To:	District #8
Cc:	Zamora, Luis F.
Subject:	Case: PZST21-0001

Re: Case: PZST21-0001

Dear Mayor Leeser and City Council Members,

I am opposed to the proposed parking reduction for the Housing Authority of the City of El Paso's new Nuestra Señora project at 405 Montana Avenue. There is not enough parking for the residents and businesses in this area presently, without the more than one hundred new HACEP Nuestra Señora residents. Adjacent or near to the project are the UTEP Nursing School Campbell Building, EPISD'S offices, the Kelly Memorial Food Bank, The Church of St. Clement, St. Clement's Parish School, and Ciudad Nueva Community Outreach.

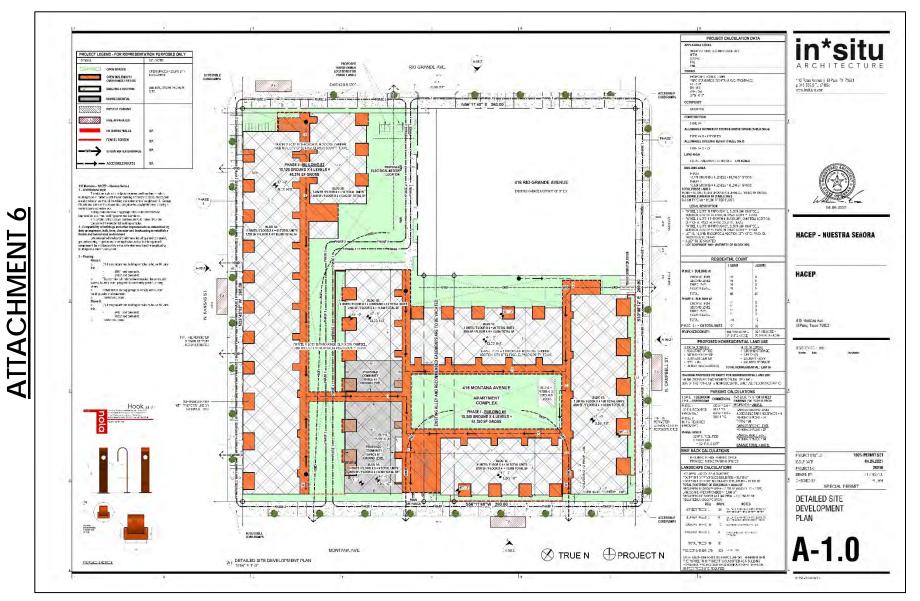
The parking waiver requested by HACEP is unfair and inequitable to the current residents and business owners in the neighborhood, as well as unfair to those who will be residing in the new Nuestra Señora development. Current residents already have difficulty finding parking and many have to park on their lawns. Business owners are adversely affected because their customers already have difficulty finding parking. The new residents of Nuestra Señora will have difficulty finding parking when they arrive and will be walking blocks to and from their cars.

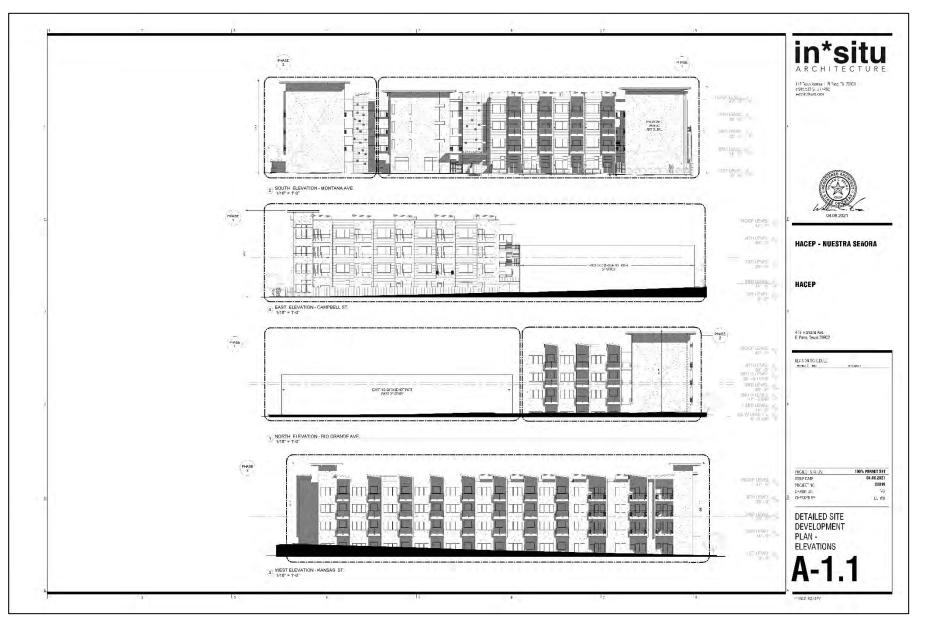
I respectfully urge you to reject HACEP's request for a parking reduction as unfair to the residents-to-be, to the present residents, and to the businesses in the area, and to require HACEP to provide adequate on-site parking so as not to exacerbate the current shortage.

Respectfully,

David S. Castle 706 Mississippi Ave El Paso, TX. 79902

1





## ATTACHMENT 7

#### **Planning and Inspections Department - Planning Division**

Recommend approval.

#### Planning and Inspections Department – Plan Review & Landscaping Division

Recommend Approval.

#### Planning and Inspections Department – Land Development

- 1. As per Municipal Code: new developments and redevelopments are required to maintain the predevelopment 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.
- 2. Show and verify all ROW improvements are in compliance, i.e. ADA ramps at all abutting street intersections are provided. Dimension proposed driveway effective width(s). Street curb and gutters in good working order.
- 3. Coordinate with Sun Metro for abutting bus stops along Street ROW.

Fire Department

Recommend approval.

#### Police Department

No comments received.

#### **Environment Services**

No comments to request.

#### **Streets and Maintenance Department**

Recommend additional on-site parking spaces to allow nearby future developments to have available off-site street parking. The on-site to off-site ratio of parking spaces for the new development is 96:124.

#### Sun Metro

Applicant has been sent the Sun Metro Director letter as required by this application. There is an existing bus stop adjacent to the subject property along Rio Grande Avenue. Please coordinate with Sun Metro if any work is proposed within the bus stop area.

#### **El Paso Water Utilities**

We have reviewed the request described above and provide the following comments:

The full width of the alley described as "A 20\_foot alley out of block 266, Campbell Addition to the City of El Paso, El Paso County Texas" shall be retained as a Utility Easement. EPWater-PSB requires access to the sanitary sewer facilities and appurtenances, within the proposed easement 24 hours a day, seven (7) days a week. No building, reservoir, structure or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced easement without EPWater's written consent.

If the sewer main is relocated into the streets as SLI proposes, and easement within the alley is no longer required.

#### Water:

There is an existing 6-inch diameter water main that extends along the eastside of Kansas Street.

There is an existing 4-inch diameter water main that extends along the north side of Montana Avenue.

Previous water pressure readings from fire hydrant #1641 located at the southeast corner of Kansas St. and Montana Ave., have yielded a static pressure of 70 psi, a residual pressure of 67 psi, and a discharge flow of 993 gallons per minute.

#### Sanitary Sewer:

There is an existing 8-inch diameter sewer main that extends along the east side of the alley east of Kansas St.

#### 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.

#### Stormwater:

We have reviewed the property described above and provide the following comments:

- 1. It seems the alley is carrying flows from Rio Grande Ave.; accommodations may need to be made for this runoff.
- As per Municipal Code: new developments and redevelopments are required to maintain the predevelopment 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. This section of Montana is under City jurisdiction.

53

#### El Paso County Water Improvement District #1

Not within the boundaries of EPCWID.

## **ATTACHMENT 8**

# (See following pages)

# NUESTRA SENORA

Montana and Campbell, El Paso Texas

# PARKING ANALYSIS



## APRIL 2021

Page 1

# **Parking Analysis**

## Montana and Campbell, El Paso Texas

1	Contents

C	ONTENTS	2
IN	VTRODUCTION	3
L	IMITATIONS	3
Μ	Iethodology	3
PI	ROPERTY GENERAL INFORMATION	4
5.1	SITE LOCATION	4
5.2	LEGAL DESCRIPTION	5
5.3	LEGAL ADDRESS	5
5.4	PLATTING DETERMINATION	5
5.5	ZONING DETERMINATION	5
5.6	PARKING CALCULATION	5
1.1	FIGURE 5: MASTER ZONING PLAN	5
D	PATA COLLECTION	7
D	ATA PROCESSING	8
7.1	2-HOURS/3 DAYS COUNT	8
7.2	12-HOURS/1-DAY COUNT	9
E	XECUTIVE SUMMARY	10
A	PPENDIX SECTION	12
9.1	APPENDIX A	13
	In L N P 5.1 5.2 5.3 5.4 5.5 5.6 1.1 D 7.1 7.2 E A	<ul> <li>5.2 LEGAL DESCRIPTION</li></ul>

## LIST OF TABLES

Table 1 : 2-HOURS / 3-DAYS PARKING COUNTS	8
Table 2: 12-HOURS/1-DAY PARKING COUNT	9

## LIST OF FIGURES

Figure 1 : Site Location	_ 4
Figure 2: LOCATION OF PARKING COUNTS	_ 7

## 2 Introduction

### A. Purpose

The purpose of the report is to perform a Parking Analysis for a proposed development at the Central region of the City of El Paso

The Housing Authority of the City of EL Paso, HACEP is in the process of building a new facility consisting of general mixed use. The analysis will examine the existing parking for the site and analyze the need for additional parking.

## 3 Limitations

This report has been prepared for the exclusive use of HACEP and its consultants for evaluation purposes and does not contain information for other parties or other uses. Mr. William Helm, In-Situ Architectural authorized this study in an email dated January 5, 2021.

The results submitted in this report are based on data obtained from the following sources:

- The City of El Paso
- In-Situ Architectural
- Field data collected during the study.
- 🖊 SLI Engineering, Inc.

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.

## 4 Methodology

The methodology was discussed and approved by Mr. Helm during a conference call.

The required parking for the facility will be calculated using the El Paso Municipal Code.

## 5 Property General Information

## 5.1 Site Location

The site is located on the Central side of El Paso occupying the block between Campbell St and Kansas in the east and west direction, and Montana and Rio Grande in the north south direction.



Figure 1 : Site Location

#### 5.2 Legal Description

The legal description of the site is:

#### The portion of the Special Permit excludes the parking garage:

All of lots 1 through 6, and Lots 11 through 20, Block 266, and the alley to be vacated ,Campbell Addition, the City of **El Paso, El Paso County Texas** 

#### 5.3 Legal Address

There are several addresses on that site:

405 Montana 910 Kansas 916 Kansas 400 Rio Grande 415 Montana

#### 5.4 Platting Determination

The site is legally subdivided in the City of El Paso, the subdivision name is Campbell Addition.

#### 5.5 Zoning Determination

According to the City of El Paso Zoning Index map, is zoned, C1, C-4, SC Commercial and A-2 Commercial..

The site will be rezoned to GMU, General Mix Use.

The designation, SC refer to a Special Zoning Condition.

#### 5.6 Parking calculation

The parking was calculated based on the different types of proposed uses. The code required 1.5 parking spaces per 1 bedroom unit and 2 parking spaces per 2 bedroom and more. The following table is the summary of the required parking per phase:

#### PHASE I

130 P.S. REQUIRED 52 PROVIDED

#### COMMERCIAL

862 SF / 288 = MIN 3 P.S. 862 SF / 200 = MAX 4 P.S. **PHASE II** 90 P.S. REQUIRED 37 PROVIDED

PHASE I & II 224 P.S. REQUIRED 89 PROVIDED

There will be a shortage of 135 Parking spaces.

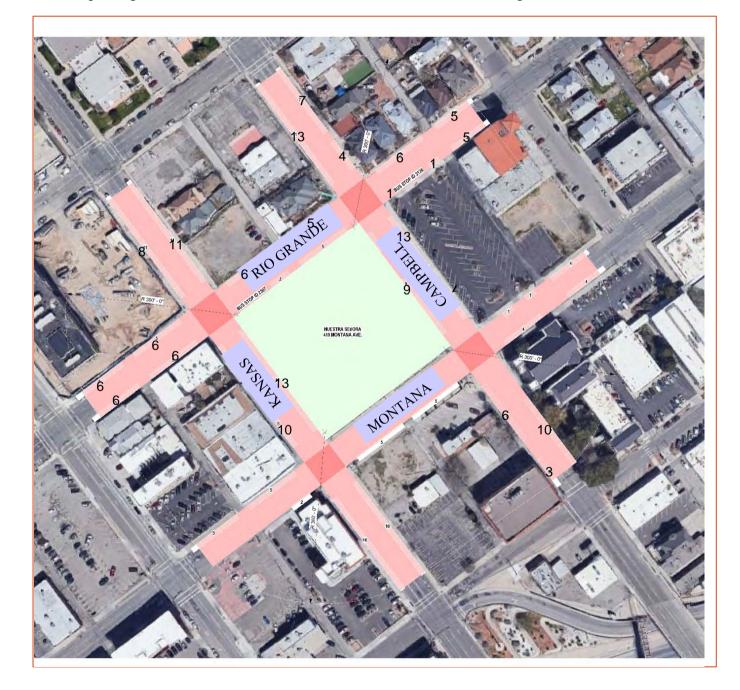
The bike parking spaces provided are 11 spaces which matches the required spaces by code.

#### 6 Data Collection

A field survey was conducted on Monday, Tuesday and Wednesday, January 4-6, 2021, where the vacant parking spaces were counted every 30 minutes.

There is an active construction site to the northwest of the site where the El Paso Independent School District is finalizing their administrative offices. Many of the on-street parking were taken by construction workers who are working on that specific site.

The parking counts were collected on the streets shown on the following exhibit:



		NUMI	NUMBER OF VACANT PARKING SPACES					
DESCRIPTION		CAMPBELL	MONTANA	KANSAS	RIO GRANDE	TOTAL		
DAY	TIME							
м	9:00-9:30	60	0	7	29	96		
0	9:30-10:00	59	0	8	27	94		
N	10:00-10:30	58	0	10	29	97		
11	10:30-11:00	60	0	11	30	101		
Т	9:00-9:30	58	0	8	28	94		
U	9:30-10:00	59	0	8	30	97		
Ε	10:00-10:30	58	0	10	29	97		
S	10:30-11:00	57	0	11	29	97		
	9:00-9:30	58	0	7	28	93		
	9:30-10:00	60	0	8	27	95		
W	10:00-10:30	56	0	9	30	95		
Ε	10:30-11:00	57	0	10	29	96		
D	2:00-2:30	55	0	12	30	97		
	2:30-3:00	54	0	14	32	100		
	3:00-3:30	62	0	15	34	111		

The results of the survey are tabulated as follows:

 Table 1 : 2-HOURS / 3-DAYS PARKING COUNTS

#### 7 Data Processing

#### 7.1 2-HOURS/3 DAYS COUNT

The proposed development requires 224 parking spaces.

The number of vacant spaces varied throughout the period of the survey. The results show a maximum

of 111 spaces, a *minimum* of 93 spaces, and a *mean* value of 98. The results were calculated for the

regular parking spaces. The vacant parking spaces showed consistency during the study.

#### 7.2 12-HOURS/1-DAY COUNT

		NUMBER OF VACANT PARKING SPACES				1 1 1 1	
DESCRIPTION		CAMPBELL			RIO GRANDE	тота	
DAY	TIME				1 1 3 1 4 9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	7:00 AM	62	0	15	48	125	
	8:00 AM	58	0	12	38	108	
	9:00 AM	58	0	10	29	97	
	10:00 AM	57	0	11	30	98	
_	11:00 AM	57	0	12	29	98	
U.	12:00 PM	56	0	15	28	99	
TUESDAY	1:00 PM	58	0	10	29	97	
A	2:00 PM	57	0	11	30	98	
~	3:00 PM	60	0	9	28	97	
	4:00 PM	58	0	9	27	94	
	5:00 PM	59	0	10	38	107	
	6:00 PM	59	0	12	41	112	
	7:00 PM	59	0	15	42	116	

Another count was prepared on Tuesday 2-9-2021. The results were tabulated as follows:

Table 2: 12-HOURS/1-DAY PARKING COUNT

The number of vacant spaces varied throughout the period of the survey. The results show a *maximum* of 125 spaces, a *minimum* of 94 spaces, and a *mean* value of 104. The results were calculated for the regular parking spaces. The vacant parking spaces showed consistency during the study.

#### 8 Executive Summary

The study was conducted during the construction phase of the El Paso Independent School District Administration Offices. Many of the construction workers would park their cars on the streets adjacent to the project.

Even with this condition, there is an average of 104 parking spaces available on all streets. Under normal conditions, we assume that there will more parking available on Rio Grande as well as Kansas.

Also, a large number of our tenants do not own vehicles. They rely on using the Public Transportation such as Sun Metro, which has a bus stop located less than 100' away and a trolley stop less than a block away from our Nuestra Senora development. This is one of the reasons we selected this location with its proximity to public transportation.

Our request is based on the following municipal codes:

El Paso Municipal Code No. 20.14.070 - Parking reductions.

- **B.** *New Development in Redevelopment Areas*. Up to a one hundred percent reduction for a use involving the new construction of a structure(s) that is proposed as a redevelopment project located within a redevelopment area or transit oriented development corridor of the city. The applicant shall satisfactorily demonstrate compliance with all of the following conditions:
  - 1. That the structure(s) is located within one of the following redevelopment areas: the downtown area (defined as the area between the Union Depot, Paisano Drive, St. Vrain Street, Olive Street, St. Vrain Street, the southern boundary of the Southern Pacific RR Reservation, Campbell Street and Interstate 10), the South El Paso area (defined as the area south of Paisano Drive, and lying between Santa Fe Street and Cotton Street), and any other redevelopment area or transit oriented development corridor as may be recommended by the city plan commission and approved by the city council; *The structure is located within this area*
  - That the proposed building coverage on the lot is necessary for the proposed use, both in design and function necessitating the reduction; *The building will cover the entire block which necessicate the reduction*

3. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirement. *All the adjacent parcels of land within 300 feet are developed and occupied. There is an empty lot at 400Montana. There* 

is no for sale sign posted on the property and the property is not lisetd on MLS for sale. Several attempts were made to contact the owners for no avail.

Based on criteria *B New Development in Redevelopment Areas*., we cordially request a 100% reduction of the required parking .

### 9 APPENDIX SECTION

9.1 APPENDIX A Site Photos







Legislation Text

#### File #: 21-629, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### District 1

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

#### AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Tract 1J3, 1J1B, and 1K2, Block 10, and a portion of Tract 1H, Block 10, Upper Valley Grant Surveys, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and P-R I/C (Planned Residential I/Conditions) to G-MU (General-Mixed Use) and G-MU/C (General-Mixed Use/Conditions) and approving a Master Zoning Plan. 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: South of Artcraft Road and East of Westside Drive Applicant: Wright and Dalbin Architects c/o Geoffrey Wright, PZRZ21-00004

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

AGENDA DATE:June 8, 2021PUBLIC HEARING DATE:July 7, 2021

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

Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 1

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

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

#### SUBJECT:

An Ordinance changing the zoning of Tract 1J3, 1J1B, and 1K2, Block 10, and a portion of Tract 1H, Block 10, Upper Valley Grant Surveys, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and P-R I/c (Planned Residential I/conditions) to G-MU (General-Mixed Use) and G-MU/c (General-Mixed Use/ conditions) and approving a Master Zoning Plan. 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: South of Artcraft Road and East of Westside Drive Applicant: Wright and Dalbin Architects c/o Geoffrey Wright, PZRZ21-00004

#### **BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and P-R I/c (Planned-Residential I/conditions) to G-MU (General-Mixed Use) and G-MU/c (General-Mixed Use/conditions) and approval of a Master Zoning Plan (MZP) for a mixed commercial and residential use development. City Plan Commission recommended 7-0 to approve the proposed rezoning on May 20, 2021. As of May 28, 2021, the Planning Division received five letters via email in opposition to the rezoning request. Three people spoke in opposition to the request via the virtual meeting. See attached staff report for additional information.

#### PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD:

Philip Tiwe

#### ORDINANCE NO.

#### AN ORDINANCE CHANGING THE ZONING OF TRACT 1J3, 1J1B, AND 1K2, BLOCK 10, AND A PORTION OF TRACT 1H, BLOCK 10, UPPER VALLEY GRANT SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND P-R I/C (PLANNED RESIDENTIAL I/CONDITIONS) TO G-MU (GENERAL-MIXED USE) AND G-MU/c (GENERAL-MIXED USED/CONDITIONS) AND APPROVING A MASTER ZONING PLAN. 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, that the zoning of Tracts 1J3, 1J1B, and 1K2, Block 10, and a portion of Tract 1H, Block 10, Upper Valley Grant Surveys, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference, be changed from **R-F** (**Ranch and Farm**) **and P-R I/c** (**Planned Residential I/conditions**) to G-MU (General Mixed Use) and G-MU/c (General-Mixed Use/conditions) and approving a Master Zoning Plan (MZP), as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as **Exhibit "B"** and the Master Zoning Report attached as **Exhibit "C"** incorporated herein for all purposes, 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 Chapter 20.24 of the El Paso City Code.

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

THE CITY OF EL PASO

#### ATTEST:

Oscar Leeser Mayor

Laura D. Prine City Clerk

#### **APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:** 

Philip Sture

Philip F. Etiwe, Director Planning & Inspections Department

Wendi Vineyard Assistant City Attorney

21-1007-2732 / 1081056 | WV Ordinance No. \_\_\_\_\_ 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 (EAST COMMERCIAL PARCEL)

A 17.6073 acres parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as Tracts 1J3, 1J1B and 1K2, Block 10, Upper Valley Grant Surveys and being more particularly described by metes and bounds as follows:

**BEGINNING** at 1/2 inch rebar found on the south right-of-way line of Artcraft Road (State Highway No. 178) (variable width) and the west right-of-way line of Borderland Spur Drain (110 feet wide), identical to the northeasterly corner of said Tract 1K2;

**THENCE**, leaving the south right-of-way line of said Artcraft Road and following the west right-of-way line of said Borderland Spur Drain, South 00°09'18" West, a distance of 1,065.22 feet to the northeasterly right-of-way line of the La Union Lateral (50 feet wide) for the southeast corner of the parcel herein described;

**THENCE**, leaving the west right-of-way line of said Borderland Spur Drain and following the northeasterly right-of-way line of said La Union Lateral, North 56°02'03" West, a distance of 732.55 feet to a 5/8 inch rebar with survey cap No. "TX 5372" found for an angle point of the parcel herein described;

**THENCE**, continuing along the northeasterly right-of-way line of said La Union Lateral, North 54°31'27" West, a distance of 630.31 feet to an angle point of the parcel herein described;

**THENCE**, continuing along the northeasterly right-of-way line of said La Union Lateral, North 52°09'45" West, a distance of 260.29 feet to a 5/8 inch rebar with survey cap No. "TX 5372" found for an angle point of the parcel herein described;

**THENCE**, continuing along and passing the northeasterly right-of-way line of said La Union Lateral, North 31°46'59" West, a distance of 112.47 feet to a 5/8 inch rebar with busted survey cap found on the south right-of-way line of said Artcraft Road for the northwest corner of the parcel herein described;

**THENCE**, following the south right-of-way line of said Artcraft Road, South 89°43'30" East, a distance of 1,163.28 feet to a 5/8 inch rebar found for an angle point of the parcel herein described;

THENCE, continuing along the south right-of-way line of said Artcraft Road, North 79°49'23" East, a distance of 228.88 feet to the **POINT OF BEGINNING.** 

Said parcel containing 17.6073 acres (766,972.0 square feet), more or less, and being subject to all easements, restrictions or covenants of record.

Aaron Alvarado, TX R.P.L.S. No.6223 Date: January 05, 2021 06884-026D-COMMERCIAL EAST-DESC



417 Executive Center Blvd. • El Paso, Texas 79902 • P - (915) 542-4900 (915)

www.brockbustillos.com



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 (WEST COMMERCIAL PARCEL)

A 4.4390 acres parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 1H, Block 10, Upper Valley Grant Surveys and being more particularly described by metes and bounds as follows:

**COMMENCING** for reference at a 5/8 inch rebar with survey cap No. "TX 5372" found on the east right-of-way line of Westside Drive (50 feet wide) and the south right-of-way line of Artcraft Road (State Highway No. 178) (variable width); **WHENCE**, a 1/2 inch rebar found on the east right-of-way line of said Westside Drive, identical to the southwest corner of said Tract 1H, bears South 00°08'00" West, a distance of 3,538.39 feet; **THENCE**, following the south right-of-way line of said Artcraft Road, South 89°46'20" East, a distance of 30.00 feet to the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

*THENCE*, continuing along the south right-of-way line of said Artcraft Road, South 89°46'20" East, a distance of 60.34 feet to the northeast corner of the parcel herein described;

**THENCE**, continuing along the south right-of-way line of said Artcraft Road, South 23°46'17" East, a distance of 13.36 feet to an angle point of the parcel herein described;

**THENCE**, continuing and passing the south right-of-way line of said Artcraft Road, South 39°16'00" East, a distance of 175.00 feet to a 5/8-inch rebar with survey cap No. "TX 5372" found on the southwesterly right-of-way line of La Union Lateral (50 feet wide) for an angle point of the parcel herein described;

**THENCE**, continuing along the southwesterly right-of-way line of said La Union Lateral, South 54°35'00" East, a distance of 559.37 feet to the southeast corner of the parcel herein described;

**THENCE**, leaving the southwesterly right-of-way line of said La Union Lateral, South 58°17'23" West, a distance of 151.50 feet to an angle point of the parcel herein described;

*THENCE*, North 89°50'00" West, a distance of 369.75 feet to an angle point of the parcel herein described;

THENCE, North 00°08'00" East, a distance of 0.93 feet to an angle point of the parcel herein described;

*THENCE*, North 89°50'00" West, a distance of 135.00 feet to the southwest corner of the parcel herein described;

THENCE, North 00°08'00" East, a distance of 549.36 feet to the POINT OF BEGINNING.

Said parcel containing 4.4390 acres (193,363.8 square feet), more or less, and being subject to all easements, restrictions or covenants of record.

Aaron Alvarado, TX R.P.L.S. No.6223 Date: January 05, 2021 06884-026D-COMMERCIAL WEST-DESC



	FAMILY (Ac)	(Ao)	PARK (Ac)	(Ac)	(Ac)
ACRES(+/~)	SINGLE		L OPEN SPACE	R.O.W	BORDERLAND SPUR
COMMERCIAL (RETAIL, OFFICE APARTMENTS	14.999 s )	q.ft. / 0 34 Ac		t /4 63 Ac	
		q.ft. / 0.11 Ac	5 114 72 sq.f	t./0.11 Ac	
PROPOSED	MN	IMUM	MAXIM	MU	
(RETAIL, OFFICE APARTMENTS	>	60 ft.	RAGE		-
FAMILY		35 it.		-	
LAND USE SINGLE	PRI	(ft)	UNEIS)	_	
PR	OPOSED MAX			_	
COMMERCIAL (RFTAIL, OFFICE APARTMENTS	N/A	N/A	150	•	
SINGLE	5,000 sq.ft		100	•	
PROPOSED	LOT AREA (sq.ft.)	LOT WID"H (sq.ft.)	LOT DEPTH	OTHER	
APARTMENTS		OPOSED MIN			-
COMMERCIAL (RETAIL, OFFICE	0	20	10	o	
SINGLE	20	20	10	0	
LAND USE			SIDE-INTERIOR (F	t) GARAGE (	ft)
	ROPOSED DE	VELOPMENT			
COMMERCIA			0.6 FA		
MAXIMUM DD	POSEDINTE	ISITY FOR M	ON RESIDENTIAL	(FAR)	
SINGLE FAMI	and the second sec	DENOI T PO	5 du/ac (GROS	3)	
SHARED PAR		DENOIS ( PA	865 SPACES	3	
PARIVOPEN S			111,935 sq.f		
APARTMENTS			135,222 sq.ft	.	
SINGLE FAMIL RETAIL / OFFI		JNITS	48 UNITS 75,655 sq.ft.		
	OPOSED PRO	JECT AREAS			
		CEL 1 = 17.6 / CEL 2 = 4.438			
IUTAL AREA	10000	062 S.F.= 22.0			
	MIXE	D JSE DISTR			
CURRENT ZOI PROFOSED ZO		nd PR-1			
PID No		40 and 82494			
ADDRESS:	ROJECT INFO		WESTSIDE DR.		
CCUNTY, T	EXAS AS A PO UPPER VALLE	ORTION OF T	EL PASO, EL PAS RACT 1H,ELOCK URVEYS.		
	P	ARCEL 2	NT NO.201800857	10.	
IMITS OF THE TRACTS US, I	LITY OF EL F	ASO, EL PA	HIN THE CORPOR	AS AS ANTS	
		DESCRIPTIC ARCEL 1	DN		
OUTDOOR DIN	ING				
HIKE AND BIKE	TRAIL		1.000.1		
PROPOSED DI AREA TO BE F					
POND	AINACE				
PARK/OPEN	Second and				
COMMERCIAL (OFFICE / RETAIL)				NUMBER OF STREET, STRE	
	A DESCRIPTION OF TAXABLE				

GRANT

VALLEY

UPPER

D

C

### EXHIBIT B 3 **ARTCRAFT ROAD (SH-178)** 1.65 AC. :45 AC 53,242 PARCEL 1 17.6 Ac WEST VILLAGE AVE. 90 PARKING SPACES 1.65 AC ARKINGSPACES fi 7 '4 13 .34 4.4 Ac VALLE DEL RIO CT. **WESTSIDE ROAD** ERAL 0.81 AC. 35,686 SQ.FT. ARTCRAFT CORRIDOR **UPPER VALLEY FARMERS PARK** 6.95 AC. PARK POND AREA 30,3014 SQ.FT. 0.96 AC 10A PARK PG MAHONING VALLEY AVE VILLAGE AT WESTSIDE CROSSING MASTER ZONING PLAN A2 DATE SCALE: 1/80' = 1' - 0' 0 40' 1" = 80' - 0" \* THE NORTHWEST UPPER VALLEY PLAN DOES NOT REQUIRE 30% OPEN SPACE IN THE ARTCRAFT ROAD APPLICANT CORRIDOR Kevin Smith EXECUTIVE SECRETARY, CITY PLAN COMMISSION CITY MANAGER

\* COMMERCIAL RETAIL MAY INCLUDE RESTAURANTS, REFER TO PROPOSED PERMITTED USES

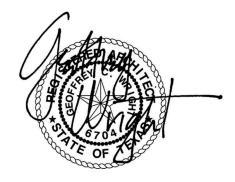






Village at Westside Crossings Application Package

Dated: May 13<sup>th</sup>, 2021.





# MASTER ZONING PLAN REPORT for VILLAGE at WESTSIDE CROSSING



# VILLAGE at WESTSIDE CROSSING INTRODUCTION



### MASTER ZONING PLAN REPORT for VILLAGE at WESTSIDE CROSSING

This Master Zoning Plan is for a proposed GMU mixed use development at the southeast corner of Artcraft Road, an arterial running east-west and Westside Drive running north-south. The development falls within the Northwest Upper Valley Plan as described in Ordinance 01789. It falls entirely within the Artcraft Corridor as it is within 700 feet of Artcraft Road and is therefore subject to the portions of the ordinance that speak to the Corridor. See the attached map identifying the area to be rezoned. The area to be rezoned is approximately 22.04 acres.

The La Union Lateral cuts the land to be rezoned diagonally from the Artcraft/Westside intersection from northwest to southeast. That lateral belongs to the El Paso County Water Improvement District #1 and is not zoned. It will be crossed at two places by roads and placed underground as shown on the attachments for about 582 feet starting at the corner of the intersection. The large triangle north of the lateral of about 17 acres is currently zoned RF while the small portion south of the lateral of about 4 acres is currently zoned PR-1.

Vehicular access from Artcraft to the rezoned area is not currently allowed; thus, apart from portions served from the single-family development, commercial vehicular traffic will enter from Westside Drive. Discussions are underway with the Texas Department of Transportation (TXDOT) to allow access to Artcraft.

The single-family residential portion of the land to be rezoned consists of 48 lots of 5000 square feet each. It will be connected to the single-family development to the south by two bridges spanning the lateral, one on Mohegan Sun Boulevard on the east and one on Valle de Paz Avenue on the west. In addition, Valle de Paz Avenue will have an adjacent hike and bike trail will connect the development to the trail system running throughout the residential development to the south and to the existing hike and bike trail along Artcraft.

The setbacks for the single-family residential portion are to be the same as those for the single-family PR-1 development to the south: 20' - front; 20' - rear, 5' - side, and 10' - side street. The maximum residential structure height is 35 feet. The covenants for the residential portion will be the same as those of the PR-1 development.



As shown on the Master Zoning Plan, the gross area of the of the commercial buildings of the GMU is currently shown to be 210,877 square feet. The main divisions of this are as follows: Retail and Offices (coffee shops, restaurants, day care, gas station etc.)75,655 sf. Apartments (3 stories above retail, Approx. 150 rooms) 135,222 sf.

All uses and sizes in the commercial area are subject to land sales and/or leases. All uses permitted are included in the attached permitted uses list.

The setbacks for commercial lots are front -0', rear -20', side -0, side street -10'. Minimum average lot depth is 150 feet. Maximum building height for the hotel is 65 feet. Maximum building height for other commercial structures is 60 feet.

As per the Upper Valley Plan the residential and the commercial portions includes a 35' landscaped strip along Westside Drive that will include native or regionally-adapted plants and trees.

Schedule

The anticipated completion date for the development is 1 January 2024.



# GENERAL DESIGN PRINCIPLES



1. General Design Principles. These design principles shall serve as guidelines only, and compliance with any guideline within the development will be determined on a case-by-case basis.

#### a. Development Perspective.

- The project property was recently cotton fields. The proposed development is intended to retain the characteristics of the area as per the North West Upper Valley Plan. Compliance with the NWUVP allows us to dedicate more than 3 times the parkland that would be otherwise required for a similar development in the adjacent PR-1 zoned land with encouraging commercial development in the Artcraft Corridor.
- Development is planned to include compatible uses that will serve the adjacent singlefamily home neighborhood. Both residential and commercial portions of the proposed GMU development will be connected to both single-family area and Artcraft by hike and bike trails.
- The proposed commercial design will be contiguous to and integrated with the adjacent neighborhood. It is organized as the neighborhood main street for the adjacent residential development with a pleasant pedestrian experience.

Bus stops are intended to be coordinated with Sun Metro. They will connect to existing hike and bike trail and continue connectivity throughout development. Valle de Paz Avenue will have an adjacent hike and bike trail that will connect the development to the trail system running throughout the residential development to the south and to the existing hike and bike trail along Artcraft.

- Vehicular access from Artcraft to the rezoned area is currently not allowed; thus, apart from portions served from the single-family development, all vehicular traffic will enter from Westside Drive. We have been working with TXDOT's consulting engineer Kelvin Kroeker of HTNB Corporation to include access from north boundary of the site and for access to Artcraft Rd.
- The single-family residential portion of the land to be rezoned consists of 48 single family lots of 5,000 square feet each. It will be connected to the single-family development to the south by two vehicular/pedestrian bridges spanning the La Union lateral, one on Mohegan Sun Boulevard on the east and one on Valle de Paz Avenue on the west. In addition, Valle de Paz Avenue will have a connecting hike and bike trail adjacent to it.
- Westside Village Court will be the main access to the commercial development having a wide R.O.W designed to have landscape at the front of commercial buildings with, parallel
   2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com



parking and a landscaped median at selected areas. Development designed to be pedestrian friendly and connecting with existing hike and bike trail along Artcraft Rd. to the North.

We are including a landscape buffer zone surrounding the residential area and also a 35' landscape strip at Westside Dr. Commercial will be adjacent to 7Ac park. Proposing to have landscape areas fronting the commercial at West Village Court. 1 tree per 10 parking spaces throughout development and having 3 park open spaces areas on GMU area.

- The proposed commercial / residential development consists of 22.04 acre.
  - b. Building Perspective.
- Buildings along the main street are intended to frame a pedestrian experience. Certain buildings will be planned to offer outdoor dining between the restaurant and the street. Current thoughts are that some 2 or 3 story buildings will be dedicated to professional office spaces and/or medical offices such as dentist, specialist, etc. on the upper floors.
- Retail buildings and restaurants are designed to be street oriented towards West Village Court. Commercial buildings lining the Main Street are intended to keep "eyes on the street" with a large amount of glass on the facades. Occasional and spontaneous public gathering is proposed to be at frontage of commercial buildings.
- No historic buildings have existed on this area. A 6.95-acre park is proposed to be named after upper valley farmers as a recognition of their work on these lands.
- 2. General Design Elements. Our design elements shall serve as guidelines only, and compliance with any design element within the Village at Westside Crossings development will be determined on a case-by-case basis. It is not intended that every element of the mixed-use development conform to all or any set number of the enumerated design elements.
- Pedestrian friendly activity will be encouraged throughout development by extending existing hike and bike trails throughout the development. Our main street will be designed to have shade, benches, and other pedestrian amenities.
- Proposed commercial uses will be compatible with and will serve adjacent neighborhoods. Permitted uses include grocery stores, apartments, a convenience store, medical offices, professional offices, retail spaces and restaurants.
- Development to include landscaped streets, parking trees, parks and open spaces. The adjacent development has over 13 ac of park space, more than 7 of which are immediately



adjacent the proposed GMU development. This is 3 times the park space that would be required for a similar residential development.

- Commercial buildings concept design is to have retail spaces of 1,200 square feet or more and no more than 4 stories tall.
- 3. Architectural Objectives. The architectural design has the following objectives:
  - **a.** Architectural compatibility. Buildings will be related by a common architectural theme throughout the development.
  - b. Human scale design. With the possible exception of a hotel, commercial (retail, office and apartments) buildings will be 1 to 4 story buildings.
  - c. Integration of uses. Permitted uses such as offices, restaurants, and other uses listed on attached list will serve the adjacent neighborhood. Commercial uses to be compatible and beneficial to the residential development.
  - d. Encouragement of pedestrian activity. Development is designed to encourage pedestrian friendly activity by extending existing hike and bike trail into the development. West Village Court design will include sidewalks with landscaped areas. Outdoor dining spaces will be provided at selected commercial spaces.
  - e. Buildings that relate to and are oriented toward the street and surrounding buildings. Buildings along main street are proposed to be street oriented.
  - f. Buildings that contain special architectural features will signify entrances to the mixeduse development. The proposed commercial development is designed to be a destination and West Village Court to be the focal point of commercial activity.
  - g. Buildings that focus activity on a neighborhood open space, square or plaza. Commercial areas located on the south part of West Village Court will be adjacent to 7Ac of open space. Selected commercial spaces will include outdoor dining/gathering areas along the street and/ or park.
- **4. Roadway Design.** The roadway designs will comply with the requirements of Title 19 (Subdivisions) of the El Paso City Code
  - West Village Court Roadway Design: 88' R.O.W. at Westside Drive and will transition into a 55' R.O.W with a traffic circle separating the commercial residential portions of the development.
  - Residential roadway design: 55 R.O.W.



#### 5. Parking.

• For planning purposes, parking is designed to have 4 spaces per every 1000 sq.ft. This will be adjusted based on code requirements based on any particular use. Parking will be subject to a shared parking policy.

#### 6. Setbacks.

- Residential: The setbacks for the residential portion are to be the same as those for the single-family PR-1 development to the south: 20' front; 20' rear, 5' side, and 10' side street.
- Commercial: The setbacks for commercial lots are front 0, rear 20', side 0, side street 10'. Minimum average lot depth is 150 feet.

7. Landscaping. Uses within a mixed-use development shall not be required to conform to the landscaping requirements of Title 18 (Building and Construction) of the El Paso City Code. This landscape standards section is intended to establish a design standard to create a uniform and consistent character among establishments. The character of the development shall consist of the following criteria:

At a minimum, 40% of the plant material shall be evergreen and all plant material shall be drought tolerant, consisting of native and adapted species. All plant material shall be in the City of El Paso's Approved Plant and Tree List.

Planting areas shall consist of the same rock mulch cover type and create uniformity throughout the development. The use of boulders and water harvesting techniques are encouraged to enhance the development's diligence in regional best practices.

#### **Landscape Quantities**

A total of 15% of the net parcel area shall be landscaped, however, neither the building footprint nor the Right-of-Way are to be included within the accountable parcel area. The landscape units are acquired by dividing the (15%) landscape area by 1,000. This will result in the parcels units, and dictate landscape quantities as follows:

- One 2-inch caliper tree per Unit
- Fifteen 5-gallon shrubs per Unit
- Five 1-gallon shrubs per Unit

With the exception of street corners, all streets and frontages shall account for one shade tree at every thirty feet and include shrubs between spans that are intended to create a pedestrian buffer. Medians will consist of smaller decorative trees and low-lying plant material.



Parking lots shall include one shade tree for every 10 parking spaces and trees shall be installed no more than six feet from back-of-curb. The intent is that we reduce heat-island effect.

Additionally, canopy trees or shade structures may be provided so that at least 50% of the patio area will be shaded within 5 years of planting.

Landscaping plans including shade structures must be approved by the City Planning Commission.

Park equipment will consist of soccer fields, playground equipment and shaded trees.



# **SUBMITTAL REQUIREMENTS**



## **Submittal Requirements**

	PROJECT	SFD	SFA	MF	С
General Data Required for the Mixed Use District.					
Total acreage;	22.04				
Maximum proposed total number of dwelling units for all residential	48				
land uses combined;					
Maximum proposed total Floor Area for all nonresidential land uses	210,877				
combined, expressed in square feet.	S.F.				
General Data Required for Each Proposed Subdistrict.	N/A				
Total acreage;	Same as				
	above				
Maximum proposed total number of dwelling units for all residential	Same as				
land uses combined;	above				
Maximum proposed floor area for all nonresidential land use uses	Same as				
combined, expressed in square feet.	above				
Property Development Regulations Required per Subdistrict by Land Use	N/A				
Туре.					
Proposed acreages for each proposed land use including parks, open	Provided in MZP Report				
space, buffer zones, trails and school sites (as applicable);	ма керон				
Minimum and maximum lot coverages;		5,114.72 S.F.	N/A	N/A	201,900 S.F.
Minimum lot width;		50'	N/A	N/A	N/A
Minimum lot depth;		100'	N/A	N/A	150'
Minimum building setbacks:					
Front,		20'	N/A	N/A	0′
Rear,		20'	N/A	N/A	20'
Cumulative front and rear,		N/A	N/A	N/A	N/A
Side-interior,		5′	N/A	N/A	0′
Side-street,		10'	N/A	N/A	10'
Cumulative side setbacks,		N/A	N/A	N/A	N/A
Garage;		N/A	N/A	N/A	N/A
Maximum building height:					
Primary structure(s),		35'	N/A	N/A	60'
Accessory structure(s);		N/A	N/A	N/A	N/A
Maximum proposed density for each residential land use type expressed		5 units	N/A	N/A	N/A
in dwelling units per gross acre of developable land;		per			
- · - · ·		acre			
Maximum proposed intensity for each nonresidential land use type		N/A	N/A	N/A	0.6
expressed in floor area ratio (FAR).					FAR



# DEVELOPMENT PLAN REQUIREMENTS



### **Development Plan Map Requirements**

Overall development boundary, labeled with bearings and distances; Refer to Master Zoning Plan.

General arrangement and acreages of existing and proposed land uses including open space; Provided below.

Proposed phasing boundaries; GMU rezoned area is included to be built under Phase III of Village at Westside Crossing Subdivision, refer to attached Preliminary Plat for Phasing Schedule and phasing boundaries.

Layout and relationship of proposed development where adjacent to existing development; Included on the Master Zoning Plan

General location and acreages for each proposed park, open space, buffer zone, trails Locations Included on Master Zoning Plan. Note that the majority of the open spaces provided will be maintained by the Village at Westside Crossings Home-Owners Association (HOA).

#### Proposed acreage for each land use type, park, and open space

1. COMMERCIAL / RETAIL / OFFICE / APARTMENTS	9.25 Ac
2. RESIDENTIAL (48 RESIDENTIAL LOTS)	5. 61 Ac
3. PARK / OPEN SPACE	2.77 Ac

## Development Plan Map Requirements.

Overall development boundary, labeled with bearings and distances;	Refer		
	to		
	MZP		
General arrangement and acreages of existing and proposed land uses	Refer to		
including open space;	MZP		
Proposed phasing boundaries;	Phasing		
	schedule		
	including on plat		
Layout and relationship of proposed development where adjacent to	Included		
existing development;	on MZP		
General location and acreages for each proposed park, open space, buffer	Locations		
zone, trails and school site (as applicable), provided that any change in	included on MZP		
location may be approved administratively by the parks director.			
A table or list depicting the proposed acreage for each land use type, park,			
open space, trail and school site (as applicable) shall accompany the MZP.			
A written report shall accompany the MZP that describes:	Provided		
	in MZP		
	report		



Durpaca	Provided			
Purpose	in MZP		_	
	report			
	Provided			
Characteristics	in MZP	 		_
	report		-	-
Components	Provided			
	in MZP			
	report		_	
Timing of the proposed mix of land uses within the development,	Provided			
	in MZP			
	report			
General statement of how the development relates to the city's	Provided			
comprehensive plan	in MZP			
	report			
A detailed description shall be required for each proposed land use,	Provided			
	in MZP			
identifying the permissible uses for any subdistrict within the mixed-use	report			
district to determine the compatibility of such uses within the mixed-use				
district.				
A phasing schedule shall be submitted with the rezoning application that	Provided			
	in MZP			
indicates the proposed phasing of the development, the approximate time	report			
frame in which construction and development is expected to begin and the	· cport			
duration of time required for completion of the development.				
duration of time required for completion of the development.				



# PROPOSED LIST OF PERMITTED BUSINESSES / TENANTS



### Village at Westside Crossings Proposed List of Permitted Businesses and/or Tenants

All offerings are subject to prior sale, lease, or withdrawal from the market without notice. Possible commercial uses, these uses cannot be designated without securing a possible tenant, but all compatible uses will be the below:

- Grocery
- Supermarket
- Convenience Store with gas pumps
- Office, Business
- Office, Medical
- Office, Professional
- Bank
- Veterinary Treatment Center
- Pet shop
- Barber Shop
- Beauty Salon
- Boutique
- Flower Shop
- Sporting Goods Store
- Community Recreational Facility
- Restaurant (sit down)
- Restaurant (drive in or walk up)
- Delicatessen
- Bakery
- Ice Cream Parlor
- Brewery
- Nightclub, bar, cocktail lounge
- Childcare Facility
- Apartments
- Hotel
- Personal Wireless Service Facility (PWSF) facility mounted.
- Other Uses:
  - o Driving School
  - Wireless Telephone Tower with approval of HOA.



- Other Retail Establishments (high-volume):
  - o Furniture / Housewares / Decorations
  - Beauty Salons / Barber Shop / Salon & Spa
  - o Cellular / Wireless / Cable / Internet
  - o Gift Shop / Cards / Florists
  - Shipping / Packaging / Postal Mail services
  - o Bridal Shop / Dress shop / Formalwear
  - o Tailoring / Alterations
  - o Beauty Supplies
  - o Bicycle shop
  - o Beverage specialty store
  - Sporting Goods / Hunting / Boating
  - o Tobacco / Cigar shop
  - Apparel (Mens, Womens, Children, Family, Maternity, Uniforms, Activewear)

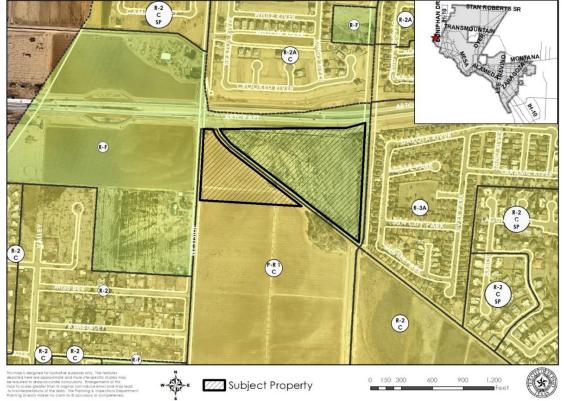
### South of Artcraft Rd. & East of Westside Dr.



CASE NUMBER:	PZRZ21-00004
CASE MANAGER:	Andrew Salloum, (915) 212-1603, salloumam@elpasotexas.gov
PROPERTY OWNER:	EPWCV, LLC
REPRESENTATIVE:	Wright and Dalbin Architects
LOCATION:	South of Artcraft Rd. and East of Westside Dr. (District 1)
PROPERTY AREA:	22.05 acres
REQUEST:	Rezone from R-F (Ranch and Farm) and P-R I/c (Planned-Residential I/condition) to G-MU (General-Mixed Use) and G-MU/c (General-Mixed Use/conditions)
RELATED APPLICATIONS:	N/A
PUBLIC INPUT:	Five letters via email in opposition

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and P-R I/c (Planned-Residential I/conditions) to G-MU (General-Mixed Use) and G-MU/c (General-Mixed Use/conditions) and approval of a Master Zoning Plan (MZP) for a mixed commercial and residential use development.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning request and master zoning plan. The recommendation is based on the compatibility of the proposed zoning district with the surrounding residential 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.



PZRZ21-00004

Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and P-R I/c (Planned-Residential I/conditions) to G-MU (General-Mixed Use) and G-MU/c (General-Mixed Use/conditions) and approval of a Master Zoning Plan (MZP) for a mixed commercial and residential use development. The master zoning plan shows four (4) one-story retail/office buildings, and three (3) four-story buildings proposed for office, retail and apartment use, with a combined total of 150 apartment units. The master zoning plan also shows 48 single-family dwelling lots of approximately 5,000 square-foot each. The residential development portion is proposed to be similar to the adjacent P-R I (Planned Residential I) development to the south. The proposed maximum commercial building height is sixty-five (65) feet with a proposed residential building height of thirty-five (35) feet. Additionally, the master zoning plan proposes 2.77 acres of park and open space. The proposed development meets all applicable code provisions, to include the supplemental regulations of EI Paso City Code 20.10.360 required for mixed-use development. As required, the applicant has provided a Master Zoning Plan depicting the proposed development and a Master Zoning Plan Report describing the permitted uses, character, and setbacks of the proposed development (see Attachment 5).

The development requires maximum 678 parking spaces. 865 shared parking spaces are shown on the Master Zoning Plan to serve the mixed-use development area as permitted by El Paso City Code Section 20.10.360.G.5. In addition to the landscape requirements of El Paso City Code 18.46, one tree for every five spaces in excess of the maximum parking requirement shall be required. All vehicular traffic will access to the development area from Westside Drive. Vehicular access from Artcraft Road to the development area is prohibited.

**PREVIOUS CASE HISTORY:** On July 31, 2007, City Council approved a rezoning of a portion of the subject property from R-F (Ranch and Farm) to P-R I (Planned Residential I) with the following condition: that the density shall not exceed 2.5 dwelling units per gross acres.

On July 25, 2017, City Council approved an Ordinance releasing a condition for the aforementioned portion of the subject property that the density shall not exceed 2.5 dwelling units per gross acres and replaced by the following standard:

- 1. In accordance with the Northwest Upper Valley Plan, new development on the subject property shall provide and make provision to maintain at least 30% of the net developable area of the development as open space, inclusive of any parkland dedication requirement. This provided open space shall serve a clear function, such as preservation of natural landscape, vegetation or unique features, agricultural production, or functional recreational spaces. Such space shall be preserved via deed restriction or public dedication and maintained in perpetuity by a homeowner's association, land trust, or other nonprofit organization, or the municipality. This open space shall be distributed in a manner that provides scenic, agricultural, or recreational value to residents.
- 2. Prior to the issuance of building permits, a detailed site development plan must be submitted for review and approval by the City Plan Commission.

On February 25, 2021, CPC approved with conditions of Village at Westside Crossing on a Major Preliminary Plat basis and approval of the alternative designs and exception request subject to the following conditions:

- That the rezoning application from P-R1/c (Planned Residential/condition) and R-F (Ranch-Farm) to GMU (General Mixed Use) be approved by City Council prior to recording of the final plat for phase three.
- Coordination and submittal of required documents to EPCWID#1 be finalized prior to approval of the final plat application submittal for phase three.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed district are consistent with the surrounding residential district 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 Upper Valley planning area.

COMPLIANCE WITH PLAN EL PASO/REZONING	POLICY – When evaluating whether a		
proposed rezoning is in accordance with Plan	n El Paso, consider the following factors:		
Criteria	Does the Request Comply?		
<ul> <li>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</li> <li><u>G-4, Suburban (Walkable):</u> 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.</li> </ul>	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 proposed development is adjacent to residential uses and contributes to the addition of missing mixed commercial and residential uses provided to surrounding residential neighborhoods within the area of the existing vacant lot and potentially reduces travel and infrastructure needs.		
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: G-MU (General Mixed Use): Large-scale developments that are able to function as individual neighborhoods, as small- scale developments requiring flexibility because of unique design characteristics, or as transitional areas between dissimilar land uses.	Yes, the proposed mixed-use development is consistent with residential uses in the neighborhood. Mixed commercial and residential uses are common and appropriate in this sector. The surrounding properties are zoned residential and abuts the Artcraft corridor. The proposed development is adjacent to residential development and vacant lots; therefore, has the potential to repurpose the lot for mixed-use development and employment to the area.		
<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.	Yes, the property is located on Westside Drive which is classified as a major arterial roadway on the City of El Paso's Major Thoroughfare Plan.		
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PRO EVALUATING THE FOLLOWING FACTORS:	OPERTY AND SURROUNDING PROPERTY, AFTER		
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The proposed development is within the Upper Valley Plan area and Artcraft corridor.		
<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. It is compatible with and provides missing neighborhood commercial uses that will serve the established neighborhood		
Natural Environment: Anticipated effects on the natural environment.	Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.		
<b>Stability:</b> Whether the area is stable or in transition.	The area is in transition and the proposed development is compatible with the existing residential zoning 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 in transition from inactive agricultural uses for the property. The proposed zoning will provide a mix of uses that work in harmony with the existing residential development in		

# COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors: the area. Additionally, the proposed commercial

the area radice any, the proposed connected
development is a suitable transition from the
residential development to the existing Artcraft state
highway.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property borders Westside Drive, which are designated a major arterial as per the City of El Paso's Major Thoroughfare Plan. Access is proposed from Westside 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 Upper Valley Neighborhood Association which was notified prior to submittal of the Rezoning Application. Public notices were mailed to property owners within 300 feet on May 7, 2021. As of May 20, 2021, the Planning Division received five letters via email in opposition to the rezoning request.

**OTHER CONSIDERATIONS:** Include any other relevant information that may be needed to inform the staff recommendation. If none, this section should be removed from the staff report.

#### CITY PLAN COMMISSION OPTIONS:

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

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

4

#### **ATTACHMENTS:**

- 1. Future Land Use Map
- 2. Department Comments
- 3. Neighborhood Notification Boundary Map
- 4. Letters in Opposition
- 5. Master Zoning Plan
- 6. Master Zoning Report
- 7. Canutillo ISD Resolution
- 8. Ordinance No. 016704
- 9. Ordinance No. 018711



#### Planning and Inspections Department – Planning Division

Recommended approval of the rezoning and master zoning plan.

#### Planning and Inspections Department – Plan Review and Landscaping

No objections to the rezoning.

All proposed buildings in the rezoned area shall meet adopted ICC and local ordinances at time of building permit submittal.

#### Planning and Inspections Department – Land Development

- 1. Show existing and proposed drainage flow patterns on the site plans.
- 2. Coordinate plat with the Water Improvement District #1 for proposed improvements abutting laterals, bridge crossings, and securing access and if retaining water rights for the subdivision.

Note: the comments will be addressed at time of permitting stage.

#### Streets and Maintenance Department

Verify the coding and phasing of the Synchro Report as per the Traffic Signal Timing Sheets provided by the City.

Note: the pending minor technical points will be finalized prior to City Council.

#### **Texas Department of Transportation**

Have the applicants submit a grading and drainage plan to for review to ELp\_access@txdot.gov.

Note: The comments will be addressed at time of the permitting stage.

#### **Environmental Service**

No adverse comments.

#### Fire Department

No adverse comments.

#### Sun Metro

No objections.

#### El Paso County Water Improvement District #1

The West Retail group has meet with us several times on their planned development at the southeast corner of Artcraft Rd. and Westside Dr. Their plans are to build two bridges crossing our La Union Lateral Canal as well as placing a portion of this canal underground with box culverts and using the top portion as parking.

EPCWID does not object; however, the developer will build to the approved requirements of the El Paso County Water Improvement District.

#### El Paso Water

El Paso Water (EPWU) does not object to this request.

Water:

There is an existing 12-inch diameter water main along Westside Drive located approximately 7-feet west of the right of way east boundary line. This 12-inch water main ends approximately 570' north of Miss Bev Avenue. This main is available for service. This main increases to a 16-inch diameter water main to Artcraft Road. No direct service connections are allowed to this main as per the El Paso Water Utilities – Public Service Board Rules and Regulations. This water main is available for main extensions.

There are no water mains along Artcraft Road.

Previous water pressure from fire hydrant #6306 located at 1049 Miss Bev Avenue, has yielded a static pressure of 76 psi, a residual pressure of 60 psi, and a discharge of 949 gallons per minute.

#### Sanitary Sewer:

There is an existing 15-inch diameter sanitary sewer main along a 20-foot PSB Easement located east of and parallel to Westside Drive. This sewer main dead ends approximately 400-feet North of Miss Bev Avenue. This main is available for service and main extensions.

There are no sewer mains along Artcraft Road.

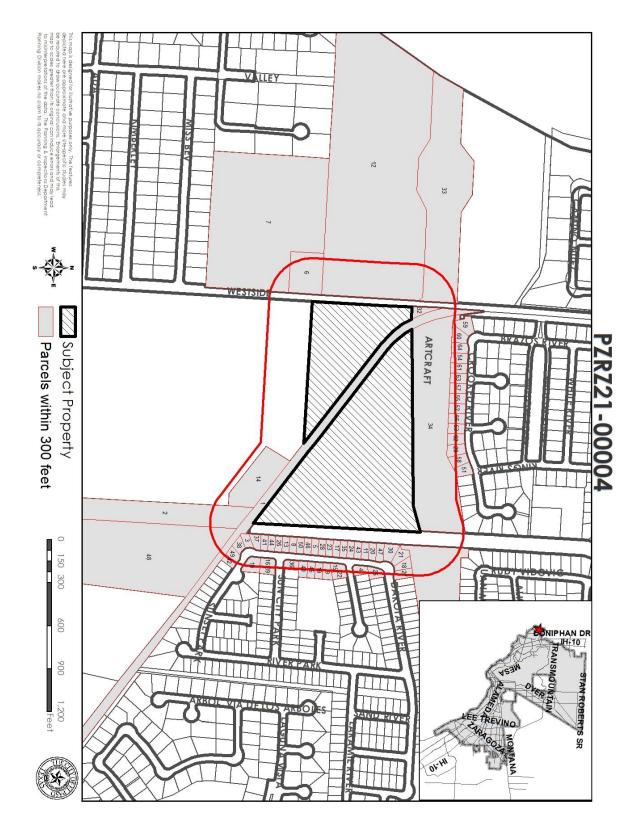
Sanitary sewer service critical for the portion of the property located north of the La Union Lateral. A License for Private-Use of District Real Property from El Paso County Water Improvement District No. 1 will be required to cross La Union Lateral with water and/or sewer mains.

Owner is to grade property to allow sanitary sewer by gravity towards Westside Drive. Sanitary sewer improvements maybe required depending on anticipated land use and density of the proposed development.

#### General:

All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. EPWater-PSB requires access to water and/or sanitary sewer facilities and appurtenances within an easement 24 hours a day, seven days a week. No building, reservoir, structure or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced El Paso Water - Public Service Board Easements (EPWater-PSB easements) without the written consent of EPWater-PSB.

An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd Floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.



#### Salloum, Andrew M.

From:	Salloum, Andrew M.
Sent:	Tuesday, May 18, 2021 11:13 AM
To:	Gonzalez
Subject:	RE: Case Number PZRZ21-00004

Mr. Gonzalez,

Thank you for your email. It will be added to the backup that will be presented to the City Plan Commission.

As you requested a copy of traffic impact analysis, an open records request will be needed. You can make this request through this link: <u>Public Information Request (govqa.us)</u>. Thank you.

Regards, Andrew Salloum | Senior Planner P: 915.212.1603 A: 801 Texas Ave. El Paso, TX 79901 E: SalloumAM@elpasotexas.gov ElPasoTexas.gov | Take Our Survey



Planning & Inspections Department City of El Paso

From: Gonzalez <adrianoxide@me.com> Sent: Tuesday, May 18, 2021 10:48 AM To: Salloum, Andrew M. <SalloumAM@elpasotexas.gov> Subject: Case Number PZRZ21-00004

Dear Mr. Salloum,

I would like to formally object to EPWCV's request to rezone the subject property from R-F and P-R I/c to G-MU and G-MU/c because is the fact the Artcraft is not capable of handling this additional traffic.

This area's zoning was cunningly relaxed in 2017, replacing the 2.5 dwelling units per gross acres, with 30% open space.

Now EPWCV is wanting to stretch these conditions even further, so that they can build 4 story apartments and stores. Any claim that apartments in this area are compatible with the neighborhood character and surroundings, or that they will not cause adverse effects, affect the environment, stability, and socioeconomic conditions is a lie. This area cannot handle that density.

As it us, the developer has already demonstrated their incompetence, by failing to maintain dust control, traffic control, and further damaging Westside road. Trucks constantly pull into Westside road, without care of oncoming traffic. I witness daily close calls. It is only a matter of time before someone gets seriously hurt.

1

I understand that those that allow this to happen are not affected, thus they do not have the best interest of those us that are. If they want to spike property appraisals by 10%, they should at least make the area surrounding our homes pleasant, not flush it down the toilet.

In the end, Artcraft cannot handle this additional traffic. Please send me a copy of the traffic study performed.

Thank you in advance for your help in this matter.

Regards,

Adrian Gonzalez

Here are some pictures I took this morning showing the lack of dust control.



From:	lrene Krauzas <renek_tx@yahoo.com></renek_tx@yahoo.com>
Sent:	Wednesday, May 19, 2021 6:45 AM
To:	Salloum, Andrew M.
Subject:	Opposition to Zoning Change 5/20/21

I am writing to voice my opinion regarding the zoning changes in Public Hearing PZRZ21-00004. The original plans announced single family homes with some commercial use. They are now trying to change this to incorporate large apartment buildings. I believe I can speak for many of my neighbors in that, we did not invest our hard earned money into a quiet, residential area, just to have a large developer ruin it with 65 foot tall, 4 story apartment buildings. The original plan of 420 single family homes was going to be enough in itself to ruin what we have left of Westside Drive. Now they want to add on 150 apartments, AND commercial use. And the only consolation we have been given, is that someday the road infrastructure will be reviewed....with the potential improvements to be done at the detriment of our already overly inflated property taxes. The developers' proposals insult us by saying that their design will be complimentary to the housing in the areas. There are NO buildings of that size or height within miles of this area. Also not to ignore the fact that the single family lots are not complimentary to the average lot size of any adjoining subdivision in the area, again at the detriment of the lifestyle of the existing homeowners. If you average each dwelling to have an average of 2 children each, you will also be overburdening our schools with 1,000 more children.

#### 1) NO apartments.

 Make the developer PAY for ALL road improvements, immediately before the opening of any businesses.

Sincerely,

Irene Krauzas 1092 Dona Beatriz Circle, Spanish Pines Subdivision (773)418/1975 ReneK TX@yahoo.com

From:	Kim Fagan <chinook19@yahoo.com></chinook19@yahoo.com>
Sent:	Tuesday, May 18, 2021 9:54 PM
To:	Salloum, Andrew M.
Cc:	District #1
Subject:	Opposition to Zoning change 5/20/21

I am writing to voice my opinion regarding the zoning changes in Public Hearing PZRZ21-00004.

The original plans announced single family homes with some commercial use. They are now trying to change this to incorporate large apartment buildings. I believe I can speak for many of my neighbors in that, we did not invest our hard earned money into a quiet, residential area, just to have a large developer ruin it with 65 foot tall, 4 story apartment buildings. The original plan of 420 single family homes was going to be enough in itself to ruin what we have left of Westside Drive.

Now they want to add on 150 apartments, AND commercial use. And the only consolation we have been given, is that someday the road infrastructure will be reviewed....with the potential improvements to be done at the detriment of our already overly inflated property taxes.

The developers' proposals insult us by saying that their design will be complimentary to the housing in the areas. There are NO buildings of that size or height within miles of this area. Also not to ignore the fact that the single family lots are not complimentary to the average lot size of any adjoining subdivision in the area, again at the detriment of the lifestyle of the existing homeowners.

1

13

If you average each dwelling to have an average of 2 children each, you will also be overburdening our schools with 1,000 more children.

1) NO apartments.

2) Make the developer PAY for ALL road improvements, immediately before the opening of any businesses.

Sincerely,

Kimberly Fagan 1092 Dona Beatriz Circle, Spanish Pines Subdivision (708)259-5759 chinook19@yahoo.com

Sent from my iPhone

From:	Donald Fagan <dlfagan@sbcglobal.net></dlfagan@sbcglobal.net>
Sent:	Wednesday, May 19, 2021 10:31 AM
To:	Salloum, Andrew M.
Subject:	Opposition to Zoning Change 5/20/21

I am writing to voice my opinion regarding the zoning changes in Public Hearing PZRZ21-00004.

The original plans announced single family homes with some commercial use. They are now trying to change this to incorporate large apartment buildings. I believe I can speak for many of my neighbors in that, we did not invest our hard earned money into a quiet, residential area, just to have a large developer ruin it with 65 foot tall, 4 story apartment buildings. The original plan of 420 single family homes was going to be enough in itself to ruin what we have left of Westside Drive.

Now they want to add on 150 apartments, AND commercial use. And the only consolation we have been given, is that someday the road infrastructure will be reviewed....with the potential improvements to be done at the detriment of our already overly inflated property taxes.

The developers' proposals insult us by saying that their design will be complimentary to the housing in the areas. There are NO buildings of that size or height within miles of this area. Also not to ignore the fact that the single family lots are not complimentary to the average lot size of any adjoining subdivision in the area, again at the detriment of the lifestyle of the existing homeowners.

1

14

If you average each dwelling to have an average of 2 children each, you will also be overburdening our schools with 1,000 more children.

1) NO apartments.

2) Make the developer PAY for ALL road improvements, immediately before the opening of any businesses.

Sincerely,

Donald L. Fagan 1092 Dona Beatriz cir El Paso, Tx 79932

(779)875-3235 Sent from my iPhone

From:	Jose Sanchez <josersanchez211@live.com></josersanchez211@live.com>
Sent:	Wednesday, May 19, 2021 4:14 PM
To:	Salloum, Andrew M.
Cc:	district1@elapasotx.gov
Subject:	Opposition to Zoning Change

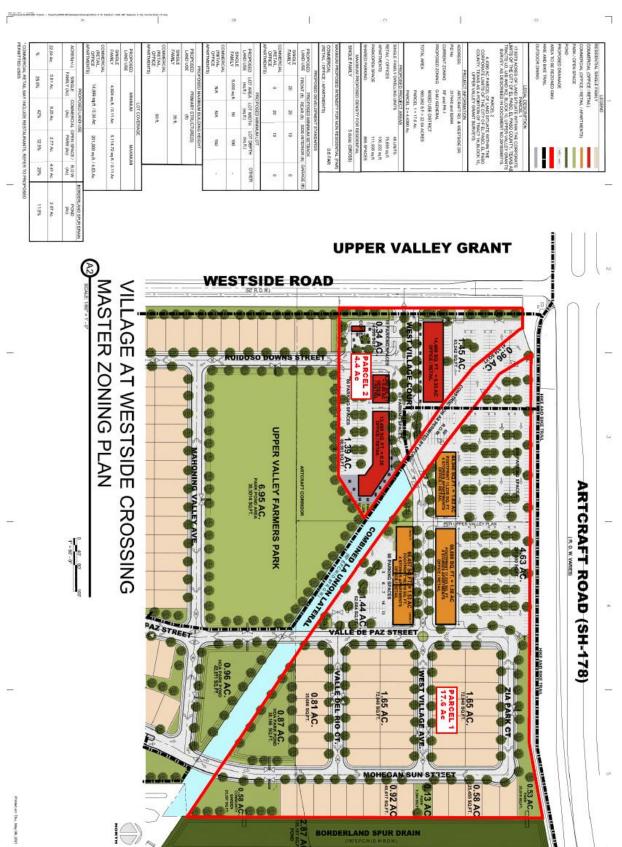
I am writing to voice my opinion regarding the zoning changes in public hearing PZRZ21-00004. THE ORIGINAL PLANS ANNOUNCE SINGE FAMILY homes with some commercial use. They are now trying to change this to incorapate large apartment buildings. I believe I can speak for many of my neighbors in that we did not invest our hard earned money into a quiet residential area, just to have a large developer ruin it with 65 foot tall, 4 story apartment buildings. The original plan of 420 single family homes was going to enough in itself to ruin what we have left of westside drive. Now they want to add on 150 apartment and commercial use. And the only consolation we have been given is that someday the road infrastructure will be reviewed with the potential improvements to be done at the detriment of our already overly inflated property taxes. The developers proposals insult us by saying that their design will be complimentary to the housing in the ar3eas. There are NO building of that size or height within miles of this area. Also not to ignore the fact that the single family lots are not complimentary to the average lot size of any subdivision in the area, again at the detriment of the lifestyle of the existing homeowners. If you average each dwelling to have an average of 2 children each, you will also be over burdening our schools with 1000 more children.

#### 1)No apartments.

2) Make the developer PAY for ALL road improvements, immediealtly before the opening of any business.

Sincerely, Crystal Balderrama 937 Pecos River (915)226-8845

Sent from Mail for Windows 10





This Master Zoning Plan is for a proposed GMU mixed use development at the southeast corner of Artcraft Road, an arterial running east-west and Westside Drive running north-south. The development falls within the Northwest Upper Valley Plan as described in Ordinance 01789. It falls entirely within the Artcraft Corridor as it is within 700 feet of Artcraft Road and is therefore subject to the portions of the ordinance that speak to the Corridor. See the attached map identifying the area to be rezoned. The area to be rezoned is approximately 22.04 acres.

The La Union Lateral cuts the land to be rezoned diagonally from the Artcraft/Westside intersection from northwest to southeast. That lateral belongs to the El Paso County Water Improvement District #1 and is not zoned. It will be crossed at two places by roads and placed underground as shown on the attachments for about 582 feet starting at the corner of the intersection. The large triangle north of the lateral of about 17 acres is currently zoned RF while the small portion south of the lateral of about 4 acres is currently zoned PR-1.

Vehicular access from Artcraft to the rezoned area is not currently allowed; thus, apart from portions served from the single-family development, commercial vehicular traffic will enter from Westside Drive. Discussions are underway with the Texas Department of Transportation (TXDOT) to allow access to Artcraft.

The single-family residential portion of the land to be rezoned consists of 48 lots of 5000 square feet each. It will be connected to the single-family development to the south by two bridges spanning the lateral, one on Mohegan Sun Boulevard on the east and one on Valle de Paz Avenue on the west. In addition, Valle de Paz Avenue will have an adjacent hike and bike trail will connect the development to the trail system running throughout the residential development to the south and to the existing hike and bike trail along Artcraft.

The setbacks for the single-family residential portion are to be the same as those for the single-family PR-1 development to the south: 20' - front; 20' - rear, 5' - side, and 10' - side street. The maximum residential structure height is 35 feet. The covenants for the residential portion will be the same as those of the PR-1 development.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com



As shown on the Master Zoning Plan, the gross area of the of the commercial buildings of the GMU is currently shown to be 210,877 square feet. The main divisions of this are as follows: Retail and Offices (coffee shops, restaurants, day care, gas station etc.)75,655 sf. Apartments (3 stories above retail, Approx. 150 units) 135,222 sf.

All uses and sizes in the commercial area are subject to land sales and/or leases. All uses permitted are included in the attached permitted uses list.

The setbacks for commercial lots are front -0', rear -20', side -0, side street -10'. Minimum average lot depth is 150 feet. Maximum building height for the hotel is 65 feet. Maximum building height for other commercial structures is 60 feet.

As per the Upper Valley Plan the residential and the commercial portions includes a 35' landscaped strip along Westside Drive that will include native or regionally-adapted plants and trees.

Schedule

The anticipated completion date for the development is 1 January 2024.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com



 General Design Principles. These design principles shall serve as guidelines only, and compliance with any guideline within the development will be determined on a case-by-case basis.

#### a. Development Perspective.

- The project property was recently cotton fields. The proposed development is intended to retain the characteristics of the area as per the North West Upper Valley Plan. Compliance with the NWUVP allows us to dedicate more than 3 times the parkland that would be otherwise required for a similar development in the adjacent PR-1 zoned land with encouraging commercial development in the Artcraft Corridor.
- Development is planned to include compatible uses that will serve the adjacent singlefamily home neighborhood. Both residential and commercial portions of the proposed GMU development will be connected to both single-family area and Artcraft by hike and bike trails.
- The proposed commercial design will be contiguous to and integrated with the adjacent neighborhood. It is organized as the neighborhood main street for the adjacent residential development with a pleasant pedestrian experience.

Bus stops are intended to be coordinated with Sun Metro. They will connect to existing hike and bike trail and continue connectivity throughout development. Valle de Paz Avenue will have an adjacent hike and bike trail that will connect the development to the trail system running throughout the residential development to the south and to the existing hike and bike trail along Artcraft.

- Vehicular access from Artcraft to the rezoned area is currently not allowed; thus, apart from portions served from the single-family development, all vehicular traffic will enter from Westside Drive. We have been working with TXDOT's consulting engineer Kelvin Kroeker of HTNB Corporation to include access from north boundary of the site and for access to Artcraft Rd.
- The single-family residential portion of the land to be rezoned consists of 48 single family lots of 5,000 square feet each. It will be connected to the single-family development to the south by two vehicular/pedestrian bridges spanning the La Union lateral, one on Mohegan Sun Boulevard on the east and one on Valle de Paz Avenue on the west. In addition, Valle de Paz Avenue will have a connecting hike and bike trail adjacent to it.

 Westside Village Court will be the main access to the commercial development having a wide R.O.W designed to have landscape at the front of commercial buildings with, parallel 2112 murchison drive. el paso. texas. 79930. p: 915.533.3777. www.wrightdalbin.com



parking and a landscaped median at selected areas. Development designed to be pedestrian friendly and connecting with existing hike and bike trail along Artcraft Rd. to the North.

We are including a landscape buffer zone surrounding the residential area and also a 35' landscape strip at Westside Dr. Commercial will be adjacent to 7Ac park. Proposing to have landscape areas fronting the commercial at West Village Court. 1 tree per 10 parking spaces throughout development and having 3 park open spaces areas on GMU area.

The proposed commercial / residential development consists of 22.04 acre.

#### b. Building Perspective.

- Buildings along the main street are intended to frame a pedestrian experience. Certain buildings will be planned to offer outdoor dining between the restaurant and the street. Current thoughts are that some 2 or 3 story buildings will be dedicated to professional office spaces and/or medical offices such as dentist, specialist, etc. on the upper floors.
- Retail buildings and restaurants are designed to be street oriented towards West Village Court. Commercial buildings lining the Main Street are intended to keep "eyes on the street" with a large amount of glass on the facades. Occasional and spontaneous public gathering is proposed to be at frontage of commercial buildings.
- No historic buildings have existed on this area. A 6.95-acre park is proposed to be named after upper valley farmers as a recognition of their work on these lands.
- General Design Elements. Our design elements shall serve as guidelines only, and compliance with any design element within the Village at Westside Crossings development will be determined on a case-by-case basis. It is not intended that every element of the mixed-use development conform to all or any set number of the enumerated design elements.
- Pedestrian friendly activity will be encouraged throughout development by extending existing hike and bike trails throughout the development. Our main street will be designed to have shade, benches, and other pedestrian amenities.
- Proposed commercial uses will be compatible with and will serve adjacent neighborhoods. Permitted uses include grocery stores, apartments, a convenience store, medical offices, professional offices, retail spaces and restaurants.
- Development to include landscaped streets, parking trees, parks and open spaces. The adjacent development has over 13 ac of park space, more than 7 of which are immediately

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com



adjacent the proposed GMU development. This is 3 times the park space that would be required for a similar residential development.

- Commercial buildings concept design is to have retail spaces of 1,200 square feet or more and no more than 4 stories tall.
- 3. Architectural Objectives. The architectural design has the following objectives:
  - Architectural compatibility. Buildings will be related by a common architectural theme throughout the development.
  - b. Human scale design. With the possible exception of a hotel, commercial (retail, office and apartments) buildings will be 1 to 4 story buildings.
  - c. Integration of uses. Permitted uses such as offices, restaurants, and other uses listed on attached list will serve the adjacent neighborhood. Commercial uses to be compatible and beneficial to the residential development.
  - d. Encouragement of pedestrian activity. Development is designed to encourage pedestrian friendly activity by extending existing hike and bike trail into the development. West Village Court design will include sidewalks with landscaped areas. Outdoor dining spaces will be provided at selected commercial spaces.
  - e. Buildings that relate to and are oriented toward the street and surrounding buildings. Buildings along main street are proposed to be street oriented.
  - f. Buildings that contain special architectural features will signify entrances to the mixeduse development. The proposed commercial development is designed to be a destination and West Village Court to be the focal point of commercial activity.
  - g. Buildings that focus activity on a neighborhood open space, square or plaza. Commercial areas located on the south part of West Village Court will be adjacent to 7Ac of open space. Selected commercial spaces will include outdoor dining/gathering areas along the street and/ or park.
- Roadway Design. The roadway designs will comply with the requirements of Title 19 (Subdivisions) of the El Paso City Code
  - West Village Court Roadway Design: 88' R.O.W. at Westside Drive and will transition into a 55' R.O.W with a traffic circle separating the commercial residential portions of the development.
  - Residential roadway design: 55 R.O.W.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com



#### 5. Parking.

 For planning purposes, parking is designed to have 4 spaces per every 1000 sq.ft. This will be adjusted based on code requirements based on any particular use. Parking will be subject to a shared parking policy.

#### 6. Setbacks.

- Residential: The setbacks for the residential portion are to be the same as those for the single-family PR-1 development to the south: 20' - front; 20' - rear, 5' - side, and 10' side street.
- Commercial: The setbacks for commercial lots are front 0, rear 20', side 0, side street – 10'. Minimum average lot depth is 150 feet.

7. Landscaping. Uses within a mixed-use development shall not be required to conform to the landscaping requirements of Title 18 (Building and Construction) of the El Paso City Code. This landscape standards section is intended to establish a design standard to create a uniform and consistent character among establishments. The character of the development shall consist of the following criteria:

At a minimum, 40% of the plant material shall be evergreen and all plant material shall be drought tolerant, consisting of native and adapted species. All plant material shall be in the City of El Paso's Approved Plant and Tree List.

Planting areas shall consist of the same rock mulch cover type and create uniformity throughout the development. The use of boulders and water harvesting techniques are encouraged to enhance the development's diligence in regional best practices.

#### Landscape Quantities

A total of 15% of the net parcel area shall be landscaped, however, neither the building footprint nor the Right-of-Way are to be included within the accountable parcel area. The landscape units are acquired by dividing the (15%) landscape area by 1,000. This will result in the parcels units, and dictate landscape quantities as follows:

- One 2-inch caliper tree per Unit
- Fifteen 5-gallon shrubs per Unit
- Five 1-gallon shrubs per Unit

With the exception of street corners, all streets and frontages shall account for one shade tree at every thirty feet and include shrubs between spans that are intended to create a pedestrian buffer. Medians will consist of smaller decorative trees and low-lying plant material.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com



Parking lots shall include one shade tree for every 10 parking spaces and trees shall be installed no more than six feet from back-of-curb. The intent is that we reduce heat-island effect.

Additionally, canopy trees or shade structures may be provided so that at least 50% of the patio area will be shaded within 5 years of planting.

Landscaping plans including shade structures must be approved by the City Planning Commission.

Park equipment will consist of soccer fields, playground equipment and shade trees.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com



#### **Development Plan Map Requirements**

Overall development boundary, labeled with bearings and distances; Refer to Master Zoning Plan.

General arrangement and acreages of existing and proposed land uses including open space; Provided below.

Proposed phasing boundaries; GMU rezoned area is included to be built under Phase III of Village at Westside Crossing Subdivision, refer to attached Preliminary Plat for Phasing Schedule and phasing boundaries.

Layout and relationship of proposed development where adjacent to existing development; Included on the Master Zoning Plan

General location and acreages for each proposed park, open space, buffer zone, trails Locations Included on Master Zoning Plan. Note that the majority of the open spaces provided will be maintained by the Village at Westside Crossings Home-Owners Association (HOA).

#### Proposed acreage for each land use type, park, and open space

1. COMMERCIAL / RETAIL / OFFICE / APARTMENTS	9.25 Ac
4. RESIDENTIAL (48 RESIDENTIAL LOTS)	5. 59 Ac
5. PARK / OPEN SPACE	2.77 Ac

Development Plan Map Requirements.			
Overall development boundary, labeled with bearings and distances;	Refer to MZP		
General arrangement and acreages of existing and proposed land uses including open space;	Refer to MZP		
Proposed phasing boundaries;	Phasing schedule including on plat		
Layout and relationship of proposed development where adjacent to existing development;	Included on MZP		
General location and acreages for each proposed park, open space, buffer zone, trails and school site (as applicable), provided that any change in location may be approved administratively by the parks director.	Locations included on MZP		
A table or list depicting the proposed acreage for each land use type, park, open space, trail and school site (as applicable) shall accompany the MZP.			
A written report shall accompany the MZP that describes:	Provided in MZP report		

#### 2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com



Purpose	Provided in MZP		
Characteristics	report Provided in MZP report		
Components	Provided in MZP report		
Timing of the proposed mix of land uses within the development,	Provided in MZP report		
General statement of how the development relates to the city's comprehensive plan	Provided in MZP report		
A detailed description shall be required for each proposed land use, identifying the permissible uses for any subdistrict within the mixed-use district to determine the compatibility of such uses within the mixed-use district.	Provided in MZP report		
A phasing schedule shall be submitted with the rezoning application that indicates the proposed phasing of the development, the approximate time frame in which construction and development is expected to begin and the duration of time required for completion of the development.	Provided in MZP report		

#### 2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com



#### Village at Westside Crossings

### **Proposed List of Permitted Businesses and/or Tenants**

All offerings are subject to prior sale, lease, or withdrawal from the market without notice. Possible commercial uses cannot be designated without securing a possible tenant, but all compatible uses will be the below:

- Grocery
- Supermarket
- Convenience Store with gas pumps
- Office, Business
- Office, Medical
- Office, Professional
- Bank
- Veterinary Treatment Center
- Pet shop
- Barber Shop
- Beauty Salon
- Boutique
- Flower Shop
- Sporting Goods Store
- Community Recreational Facility
- Restaurant (sit down)
- Restaurant (drive in or walk up)
- Delicatessen
- Bakery
- Ice Cream Parlor
- Brewery
- Nightclub, bar, cocktail lounge
- Childcare Facility
- Apartments
- Hotel
- Personal Wireless Service Facility (PWSF) facility mounted.
- Other Uses:
  - o Driving School
  - Wireless Telephone Tower with approval of HOA.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com



- Other Retail Establishments (high-volume):
  - o Furniture / Housewares / Decorations
  - o Beauty Salons / Barber Shop / Salon & Spa
  - o Cellular / Wireless / Cable / Internet
  - o Gift Shop / Cards / Florists
  - o Shipping / Packaging / Postal Mail services
  - o Bridal Shop / Dress shop / Formalwear
  - o Tailoring / Alterations
  - Beauty Supplies
  - o Bicycle shop
  - o Beverage specialty store
  - o Sporting Goods / Hunting / Boating
  - o Tobacco / Cigar shop
  - o Apparel (Mens, Womens, Children, Family, Maternity, Uniforms, Activewear)

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com









#### Resolution of the Board of Trustees of the Canutillo Independent School District to build an open and welcome district

WHEREAS, the mission of the Canutillo Independent School District is to create rigorous, student-centered classrooms which develop future-ready students to compete in a global economy and thrive in a multicultural world, and our vision is that Canutillo ISD is a premier district preparing tomorrow's best today with innovative, future-focused learning opportunities for every student; and

WHEREAS, Canutillo ISD does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in providing education services, activities, and programs; and

WHEREAS, Canutillo ISD values the whole child both academically and the social and emotional well-being of all students; and

WHEREAS, expansive population and economic growth of the El Paso region is occurring within the District's boundaries with rapid residential and commercial development, and

WHEREAS, Canutillo ISD welcomes such growth as it will bring new families into the community, new students into its schools, and new businesses into its neighborhoods; and

WHEREAS, the District supports residential development that provides safe, healthy, and affordable housing accommodations that meet the needs of the district's students and families living in our community; and

WHEREAS, the District will promote the future development of land use that ensures a safe, pleasant, and economical environment for residential, commercial, industrial, and public activities to include open space.

THEREFORE, be it resolved that the Canutillo Independent School District expresses its strong support of the population and economic growth, welcoming all residential and commercial development within the District's boundaries, and

THEREFORE, be it resolved that, according to its mission and vision, Canutillo ISD enthusiastically embraces its responsibility to educate all students, and the District is committed to ensuring that its schools are a welcoming and safe place for its students and their families.

APPROVED on the 28 day of January 2020 by the Canutillo ISD Board of Trustees.

Sergio Coronado, School Board President

Armando Rodriguez, Board Scerctary

Laure Searls, Trustee

gleslas, Trustel Marx

Salvador Payan, Vice President

Annette R. Brigham, Trustee

Blanca Trout, Trustee

#### ORDINANCE NO. 016704

AN ORDINANCE CHANGING THE ZONING OF TRACT 1H AND 1H1, BLOCK 10, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) DISTRICT TO P-R I/C (PLANNED RESIDENTIAL/CONDITION) DISTRICT, AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.68 OF THE EL PASO CITY CODE.

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

That the zoning of Tract 1H and 1H1, Block 10, Upper Valley Surveys, City of El Paso, El Paso County, Texas, be changed from R-F (Ranch and Farm) District to P-R I/c (Planned Residential/condition) District, within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased density of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City: "*That the density shall not exceed 2.5 dwelling units per gross acre.*"

PASSED AND APPROVED this \_315 day of \_4 2007.

Mayor

THE CITY OF EL PASO

ATTEST:

Richarda Duffy Momsen City Clerk

APPROVED AS TO FORM:

Lupe Cuellar Assistant City Attorney

DecZON07-90033 ORD

ORDINANCE NO. 016704

NING

APPROVED AS TO CONTENT:

Kimberly Forsyth, Senior Planner

Development Services Department

Zoning Case No: ZON07-00033

CITY CLERK DEPT 07.JUN 26 AM 9:05

### 22.3 211 CLERN DEPT. 2017 JUL 20 AMII: 09

Doc# 20170056311

### ORDINANCE NO. 018711

AN ORDINANCE RELEASING A CONDITION IMPOSING A MAXIMUM DENSITY OF 2.5 DWELLING UNITS PER GROSS ACRE, FOR LOT 1-H AND 1-H-1, BLOCK 10, UPPER VALLEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS LOCATED AT 6100 WESTSIDE DRIVE. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of the land described as Lot 1-H and 1-H-1, Block 10, Upper Valley, City of El Paso, El Paso County, Texas; 6100 Westside Drive, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, was rezoned by Ordinance No. 16704 as approved by City Council on July 31, 2007 attached as Exhibit "B"; and

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting the removal of the condition imposing a maximum density requirement of 2.5 dwelling units per gross acre in order to replace it with a standard that better meets the intent of the Upper Valley Plan; and,

WHEREAS, a public hearing regarding removal of the condition was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of all conditions will protect the best interest, health, safety, and welfare of the public in general.

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

That the density restriction condition imposed by Ordinance No. 16704 as approved by City Council on July 31, 2004, on the portion of land identified in Exhibit "A" be released and replaced by the following standard:

1. In accordance with the NW Upper Valley Plan, new development on the subject property shall provide and make provision to maintain at least 30% of the net developable area of the development as open space, inclusive of any parkland dedication requirement. This provided open space shall serve a clear function, such as preservation of natural landscape, vegetation or unique features, agricultural production, or functional recreational spaces. Such space shall be preserved via deed restriction or public dedication, and maintained in perpetuity by a homeowner's association, land trust, or other nonprofit organization, or the municipality. This open space shall be distributed in a manner that provides scenic, agricultural, or recreational value to residents.

018711

ORDINANCE NO. \_\_\_\_\_ 17-1007-1947 | 666507\_3 6100 Westside Drive KMN PZCR16-00006

Page 1 of 4

2. Prior to the issuance of building permits, a Detailed Site Plan must be submitted for review and approval by the City Plan Commission.

The condition to be released is identified in Exhibit "B."

25+ ADOPTED this July day of , 2017. THE CITY OF EL PASO Dee Margo Mayor

ATTEST:

D. Prine Laura D. Prine

Interim City Clerk

APPROVED AS TO FORM:

Karla an

Senior A ant City Attorney APPROVED AS TO CONTENT:

Larry F. Nichols Planning and Inspections Department

2017 JUL 2 J AN 11: 09 TY CLERK DEPT

018711

ORDINANCE NO. 17-1007-1947 | 666507\_3 6100 Westside Drive KMN

33

PZCR16-00006

Page 2 of 4

#### **EXHIBIT "A"**

#### PROPERTY DESCRIPTION

#### 6100 Westalde Read 101.8845 ACH25

Descriptors of a pascel of land being Tracis 1-H and 1-H-1, Block 10. Upper Valley Surveys, El Pase Cecary, Texas, a structure on imp of and Block 10-by JW Carter and dated February 1920, on file at the fil Paso Central Approximal Datatet, and also being that same parcel incorded in book 648, name 618, El Paso County Clerks Records, and described as follows;

Beginning at an existing TX-DOT aluminum map highway marker found on the south KOW line of Anterth Road (which is weath ROW), and marking the southeasterly corner of Frace 1-H-2, said Trace described in book 1283, page 2026, and also lying on the southeasterly ROW line of the La Union Lateral, and being the "Poins Of Beginning".

Thence, with surfaces terfy ROW line of the La Union Lawred, South 23\*46'17" East a distance of 15.36' to a  $5.3^{\circ}$  release with the exampled "5172" set at an angle point.

Theore, currenting with said applicatively ROW line of the La Union Literal, South 39116300" East a distance of 175 00" to a 5.12" mbar with tap atamped "5372" set an angle point;

Thence, continuing with stud souther starty RUW have of the La Driver Lateral, South 55\*23457° East a distance of 1517.68° in a 2  $\pm$ ° orbar with cap stamped "5372° set at the northeasterly conser of this parcel,

Theorer, leaving and southeastwily ROW line of the La Union Laural, and along the westerly ROW line of the Storem Laural (42) works, South 0002100° Fast a dataset of 2533.200 to a 5.8% relian work can example "3372" set at the southeasterily center of this parent from whence a relian with cap samped "landmark" form has 5000. 000200° East a dataset of 505.500.

Thurke, leaving said westerly RCW line of said Soveres Laters), and with the conserve tract line of this pared and Town 1-0-2 (crossed) as functionance as 20070053293). North 897407007 West is distance of 1465.417 no a force post-found at the southwesterity operated by parent and bying on the data ROW line of Westinde Road (307 ROW) for obstate a 3.87 reflex found line South 00700007 West a distance of 505.00%

Thence, along us d cast ROW line of Westwate Resul, North (20/00/00" Just a distance of 3118.39" to a 5.4" rob at with exp stamped "3372" act at the iouthwest corner of and Tract 1-81-2.

These, with the tormion muct like of this parcel and said True 148.2, South 89.4620° East a dataset of 90.34° in the "Point Of Beginning" and operating 4,468,091 aq. ft. or 101.3145 acres

field on a field survey performed under my topervision and dated June 12, 2015 and opdated on August 11, 2016

34

dee Jobs & Roy Terre R.P. LS SINE NM PLS 19779

Page Del Note Serveying Inc. TBPI*S* FIRM #10001200 19998 Brattey Road El Page, TX, 79939 915-241-1441



### 018711

#### ORDINANCE NO. 17-1007-1947 | 666507\_3

6100 Westside Drive KMN

#### PZCR16-00006

Page 3 of 4

#### EXHIBIT "B"

#### ATTACIMENT 4: ORDINANCE NO. 8848, DATED NOVEMBER 11, 1986

#### ORDINANCE NO. 016704

AN ORDINANCE CHANGING THE ZONING OF TRACT 18 AND 181, BLOCK 14, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) DISTRICT TO P-R DC (PLANNED RESIDENTIAL/CONDITION) DISTRICT, AND DEPOSING A CONDITION. THE FRIALTY IS AS FROVIDED FOR IN CHAPTER 24.68 OF THE EL PASO CITY CODE.

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

That the zoning of Treet III and IIII. Most 10, Upper Volley Surveys. City of El Pasa, El Paso County. Texas, be changed from R-F (Ranch and Farm) District to P-R Uc (Planaed Residential/condition) District, within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitized by and amibuuble to the increased dontity of the generated by the change of noning in order to protect the health, safety and weifare of the adjacent property owners and the residents of this City: "That the dentity shall not success? 2.3 detailing units per gross core."

1315t day of ULIK 1 2007.
John Holl S C
25 AH 9 05
APPROVED AS TO CONTENT: 5

8

ORDINANCE NO. 016704

PZCR/15-20005

Zoalog Case No: ZON97-00233

March 1, 3017

018711

ORDINANCE NO. 17-1007-1947 | 666507\_3 5100 Westside Drive KMN

......

#### PZCR16-00006

-

Page 4 of 4



Legislation Text

### File #: 21-631, Version: 1

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

### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### District 6

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

#### AGENDA LANGUAGE:

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

An Ordinance granting Special Permit NO. PZST21-00008, to allow for a 55' Ground-Mounted Personal Wireless Service Facility on the property described as a portion of Tracts 9B, 9C, and 10A, Block 48, Ysleta Grant, 9100 Alameda Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.455 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **THIS IS AN APPEAL.** 

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: 9100 Alameda Avenue Applicant: Verizon c/o Les Gutierrez PZST21-00008

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

AGENDA DATE:June 8, 2021PUBLIC HEARING DATE:July 7, 2021

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

Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 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. PZST21-00008, to allow for a 55' Ground-Mounted Personal Wireless Service Facility on the property described as a portion of Tracts 9B, 9C, and 10A, Block 48, Ysleta Grant, 9100 Alameda Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.455 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **THIS IS AN APPEAL.** 

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: 9100 Alameda Avenue Applicant: Verizon c/o Les Gutierrez PZST21-00008

#### **BACKGROUND / DISCUSSION:**

The applicant is requesting a special permit to allow for the placement of a new ground-mounted personal wireless service facility (PWSF) in the C-1 (Commercial) zone district as required by El Paso City Code Section 20.10.455. City Plan Commission recommended 6-2 to deny the proposed special permit on May 6, 2021. As of May 28, 2021, the Planning Division did not receive any communication support or opposition to the special permit request. See attached staff report for additional information.

### PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

### 

DEPARTMENT HEAD:

Philip Tiwe

Philip F. Etiwe – Planning and Inspections Director

#### ORDINANCE NO.

### AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00008, TO ALLOW FOR A 55' GROUND-MOUNTED PERSONAL WIRELESS SERVICE FACILITY ON THE PROPERTY DESCRIBED AS A PORTION OF TRACTS 9B, 9C, AND 10A, BLOCK 48, YSLETA GRANT, 9100 ALAMEDA AVENUE CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.455 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

**WHEREAS,** Verizon Wireless c/o Les F. Gutierrez, in its capacity as authorized agent for Elizabeth Jaquez has applied for a Special Permit under Section 20.04.320 of the El Paso City Code to allow for a ground-mounted Personal Wireless Service Facility (PWSF) that is 55-foot tall and is required to be camouflaged as a bell tower along with 18-foot by 38-foot walled equipment enclosure; and,

**WHEREAS,** the Section 20.10.455 allows for a ground-mounted personal wireless service facility by Special Permit; and,

**WHEREAS,** the Section 20.10.455.F.1.8 allows for a ground-mounted personal wireless facility up to 60-feet by Special Permit; and

**WHEREAS,** a report was made by the City Plan Commission and a public hearing was held regarding such application; 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 and 20.10.455 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 <u>C-1 (Commercial)</u> Zone District: A portion of Tracts 9B, 9C, and 10A, Block 48, Ysleta Grant, 9100 Alameda Avenue, City of El Paso, El Paso County, Texas; and as 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 and 20.10.455 of the El Paso City Code to allow for a ground-mounted 55-foot tall personal wireless service facility, which is required to be camouflaged as a bell tower along with 18-foot by 38-foot walled equipment enclosure, on the property described in Paragraph 1 of this Ordinance; and,
- 3. That this Special Permit is issued subject to the development standards in <u>C-1</u> (<u>Commercial</u>) District regulations and is subject to the approved Detailed Site Development Plan, Section 20.04.150, attached hereto as **Exhibit ''B''**, signed by

the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and is incorporated herein by reference for all purposes; and,

- 4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, **Special Permit No. PZST21-00008** shall be subject to automatic termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and the City can avail itself of any and all legal or equitable remedies provided to it under law; and,
- 5. That the Applicant 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 to the City Plan Commission before building permits are issued.

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

## THE CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Russell T. Abeln

Russell T. Abeln Assistant City Attorney

**APPROVED AS TO CONTENT:** 

Philip F. Etiwe, Director

Philip F. Etiwe, Director Planning & Inspections Department

#### AGREEMENT

Verizon Wireless c/o Les F. Gutierrez, in its capacity as authorized agent for Elizabeth Jaquez, (Property Owner) referred to in the above Ordinance, hereby agrees to develop the abovedescribed property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the C-1 (Commercial) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this <u>27</u> day of \_\_\_\_ \_\_\_\_\_, 2021.

OWNER: VENIZON WLAELESS, BY Les F Jah

Verizon Wireless c/o Les F. Gutierrez Authorized Agent for Elizabeth Jaquez

#### ACKNOWLEDGMENT

#### THE STATE OF NEW MEXICO ) ) COUNTY OF SANTA FE )

This instrument is acknowledged before me on this <u>27</u> day of <u>May</u> 2021, by Verizon Wireless c/o Les F. Gutierrez for Elizabeth Jaquez, as property owner.

Notary Public, State of New Mexico

inares hriela

Printed or Typed Name

My Commission Expires:

OFFICIAL SEAL Gabriela Linares OTARY PUBLIC - STATE OF NEW MEXICO

# EXHIBIT A

#### ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF TRACTS 9B, 9C AND 10A (ALSO BEING PARCEL 1 OF DOC, # 20110035641 OF EL PASO COUNTY RECORDS) BLOCK 48, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, STATE OF TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE INTERSECTION OF THE CENTERLINES OF ALAMEDA AVENUE AND SOUTH OLD PUEBLO DRIVE; THENCE ALONG THE CENTERLINE OF ALAMEDA AVENUE SOUTH 61°13'48" EAST, 229.59 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 25°52'05" WEST, 29.98 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ALAMEDA AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH LINE SOUTH 61°13'48" EAST, 20.27 FEET; THENCE DEPARTING SAID SOUTH LINE SOUTH 28°46'12" WEST, 5.00 FEET; THENCE NORTH 61°13'48" WEST, 5.00 FEET; THENCE SOUTH 25°52'05" WEST, 47.34 FEET; THENCE SOUTH 12°36'49" WEST, 18.87 FEET; THENCE SOUTH 77°23'11" EAST, 10.02 FEET; THENCE SOUTH 12°36'49" WEST, 18.00 FEET; THENCE SOUTH 77°23'11" EAST, 38.00 FEET; THENCE SOUTH 12°36'49" WEST, 15.00 FEET; THENCE NORTH 77°23'11" WEST, 63.02 FEET; THENCE NORTH 12°36'49" EAST, 53.62 FEET; THENCE NORTH 25°52'05" EAST, 54.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 2522 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

#### UTILITY EASEMENT LEGAL DESCRIPTION

A 5.00 FOOT WIDE STRIP OF LAND BEING IN TRACTS 9B, 9C AND 10A (ALSO BEING PARCEL 1 OF DOC. # 20110035641 OF EL PASO COUNTY RECORDS) BLOCK 48, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, STATE OF TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE INTERSECTION OF THE CENTERLINES OF ALAMEDA AVENUE AND SOUTH OLD PUEBLO DRIVE; THENCE ALONG THE CENTERLINE OF ALAMEDA AVENUE SOUTH 61°13'48" EAST, 229.59 FEET; THENCE CONTINUING SOUTH 61°13'48" EAST, 211.86 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 24°32'12" WEST, 30.06 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ALAMEDA AVENUE AND WEST RIGHT-OF-WAY LINE OF THE SOUTH SIDE FEDERAL CANAL; THENCE ALONG THE WEST LINE OF SAID SOUTH SIDE FEDERAL CANAL SOUTH 24°32'12" WEST, 77.40 FEET; THENCE DEPARTING SAID WEST LINE NORTH 77°21'48" WEST, 169.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 77°21'48" WEST, 5.00 FEET; THENCE NORTH 11°08'33" EAST, 27.84 FEET; THENCE SOUTH 77°23'11" EAST, 5.00 FEET; THENCE SOUTH 11°08'33" WEST, 27.85 FEET; TO THE POINT OF BEGINNING,

CONTAINING 684 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

#### LEASE AREA LEGAL DESCRIPTION

A PORTION OF TRACTS 9B, 9C AND 10A (ALSO BEING PARCEL 1 OF DOC. # 20110035641 OF EL PASO COUNTY RECORDS) BLOCK 48, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, STATE OF TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

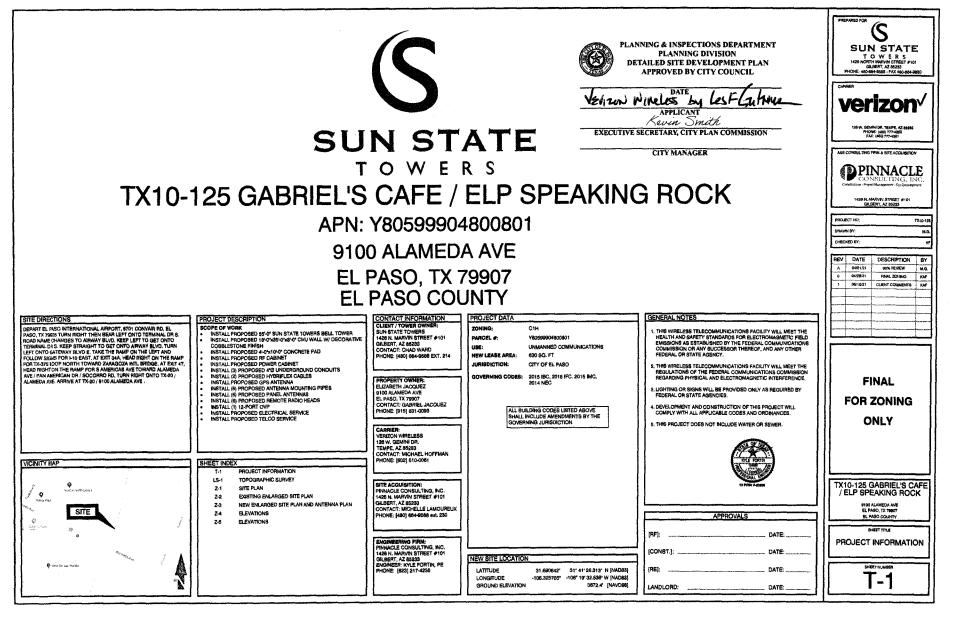
COMMENCING AT A BRASS CAP MARKING THE INTERSECTION OF THE CENTERLINES OF ALAMEDA AVENUE AND SOUTH OLD PUEBLO DRIVE; THENCE ALONG THE CENTERLINE OF ALAMEDA AVENUE SOUTH 61°13'48" EAST, 229.59 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 25°52'05" WEST, 29.98 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ALAMEDA AVENUE; THENCE ALONG SAID SOUTH LINE SOUTH 61°13'48" EAST, 20.27 FEET; THENCE DEPARTING SAID SOUTH LINE SOUTH 28°46'12" WEST, 5.00 FEET; THENCE NORTH 61°13'48" WEST, 5.00 FEET; THENCE SOUTH 25°52'05" WEST, 47.34 FEET; THENCE SOUTH 12°36'49" WEST, 18.87 FEET; THENCE SOUTH 77°23'11" EAST, 10.02 FEET TO THE POINT OF BEGINNING;

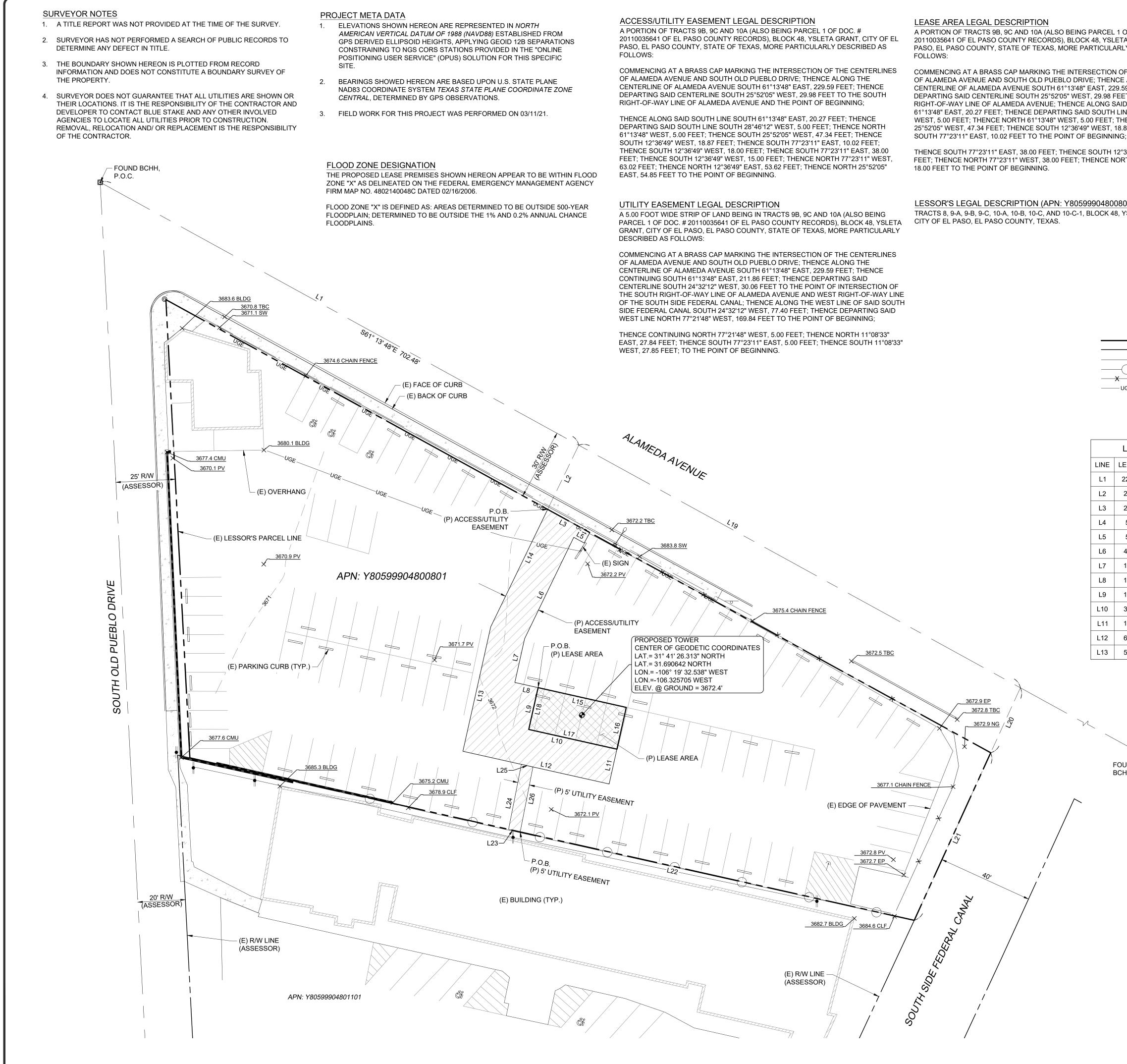
THENCE SOUTH 77°23'11" EAST, 38.00 FEET; THENCE SOUTH 12°36'49" WEST, 18.00 FEET; THENCE NORTH 77°23'11" WEST, 38.00 FEET; THENCE NORTH 12°36'49" EAST, 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 139 SQUARE FEET OR 0,003 ACRES MORE OR LESS.



**EXHIBIT B** 





A PORTION OF TRACTS 9B, 9C AND 10A (ALSO BEING PARCEL 1 OF DOC. # 20110035641 OF EL PASO COUNTY RECORDS), BLOCK 48, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, STATE OF TEXAS, MORE PARTICULARLY DESCRIBED AS

COMMENCING AT A BRASS CAP MARKING THE INTERSECTION OF THE CENTERLINES OF ALAMEDA AVENUE AND SOUTH OLD PUEBLO DRIVE; THENCE ALONG THE CENTERLINE OF ALAMEDA AVENUE SOUTH 61°13'48" EAST, 229.59 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 25°52'05" WEST, 29.98 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ALAMEDA AVENUE; THENCE ALONG SAID SOUTH LINE SOUTH 61°13'48" EAST, 20.27 FEET; THENCE DEPARTING SAID SOUTH LINE SOUTH 28°46'12" WEST, 5.00 FEET; THENCE NORTH 61°13'48" WEST, 5.00 FEET; THENCE SOUTH 25°52'05" WEST, 47.34 FEET; THENCE SOUTH 12°36'49" WEST, 18.87 FEET; THENCE SOUTH 77°23'11" EAST, 10.02 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 77°23'11" EAST, 38.00 FEET; THENCE SOUTH 12°36'49" WEST, 18.00 FEET; THENCE NORTH 77°23'11" WEST, 38.00 FEET; THENCE NORTH 12°36'49" EAST,

LESSOR'S LEGAL DESCRIPTION (APN: Y80599904800801) TRACTS 8, 9-A, 9-B, 9-C, 10-A, 10-B, 10-C, AND 10-C-1, BLOCK 48, YSLETA GRANT,

# LEGEND

$\overline{\mathbf{O}}$	BRASS CAP IN HANDHOLE (BCHH)
=●=	POWER POLE
( <del></del>	DOWN GUY
₩	STREET LIGHT W/ MAST ARM
<del>- 0 -</del>	SIGN
ත්	HANDICAP
<b>+</b>	POSITION OF GEODETIC COORDIN
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE
$\overline{)}$	CHAIN LINK FENCE
X	CHAIN FENCE
GEUGE	U/G ELECTRIC LINE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT

	POWER POLE
	DOWN GUY
>	STREET LIGHT W/ MAST ARM
	SIGN
	HANDICAP
	POSITION OF GEODETIC COORDINATES
•	PROPERTY LINE
•	RIGHT-OF-WAY LINE
	CENTERLINE
	CHAIN LINK FENCE
-	CHAIN FENCE
	U/G ELECTRIC LINE
	POINT OF BEGINNING
	POINT OF COMMENCEMENT

PROJECT AREA

CANANEALIN

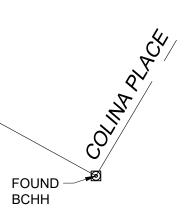
VICINITY MAP

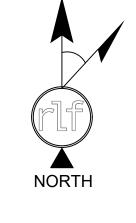
N.T.S.

CDA AVE

LINE TABLE		
ENGTH	BEARING	
229.59	S61° 13' 48"E	
29.98	S25° 52' 05"W	
20.27	S61° 13' 48"E	
5.00	S28° 46' 12"W	
5.00	N61° 13' 48"W	
47.34	S25° 52' 05"W	
18.87	S12° 36' 49"W	
10.02	S77° 23' 11"E	
18.00	S12° 36' 49"W	
38.00	S77° 23' 11"E	
15.00	S12° 36' 49"W	
63.02	N77° 23' 11"W	
53.62	N12° 36' 49"E	

LINE         LENGTH         BEARING           L14         54.85         N25° 52' 05"E           L15         38.00         S77° 23' 11"E           L16         18.00         S12° 36' 49"W           L17         38.00         N77° 23' 11"W	
L15         38.00         S77° 23' 11"E           L16         18.00         S12° 36' 49"W	
L16 18.00 S12° 36' 49"W	'E
	'E
1 17 38 00 N77° 23' 11"M	W
EII 56.66 NII 25 II W	W
L18 18.00 N12° 36' 49"E	'E
L19 211.86 S61° 13' 48"E	'E
L20 30.06 S24° 32' 12"W	W
L21 77.40 S24° 32' 12"W	W
L22 169.84 N77° 21' 48"W	W
L23 5.00 N77° 21' 48"W	W
L24 27.84 N11° 08' 33"E	'E
L25 5.00 S77° 23' 11"E	'E
L26 27.85 S11° 08' 33"W	W

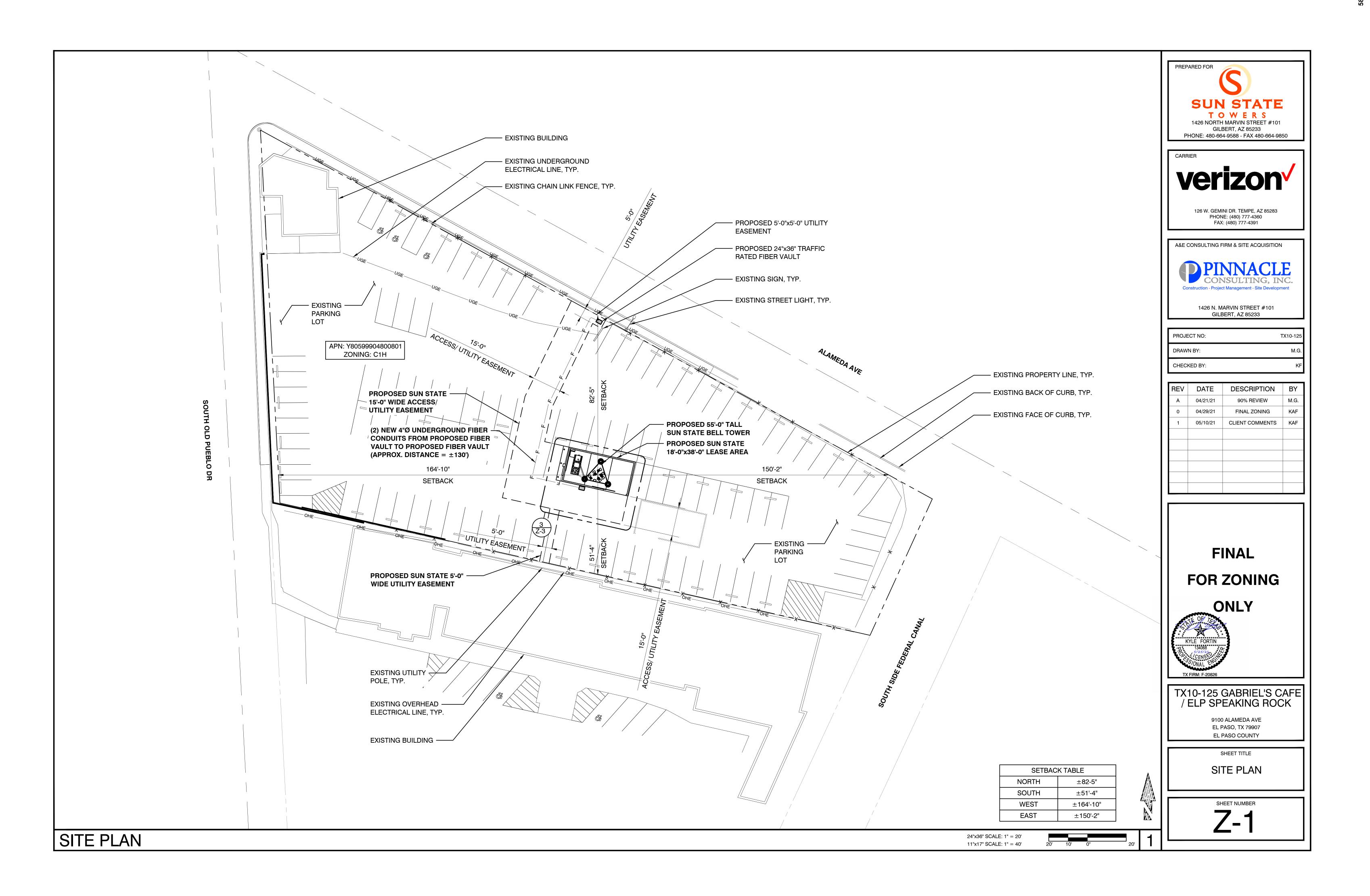


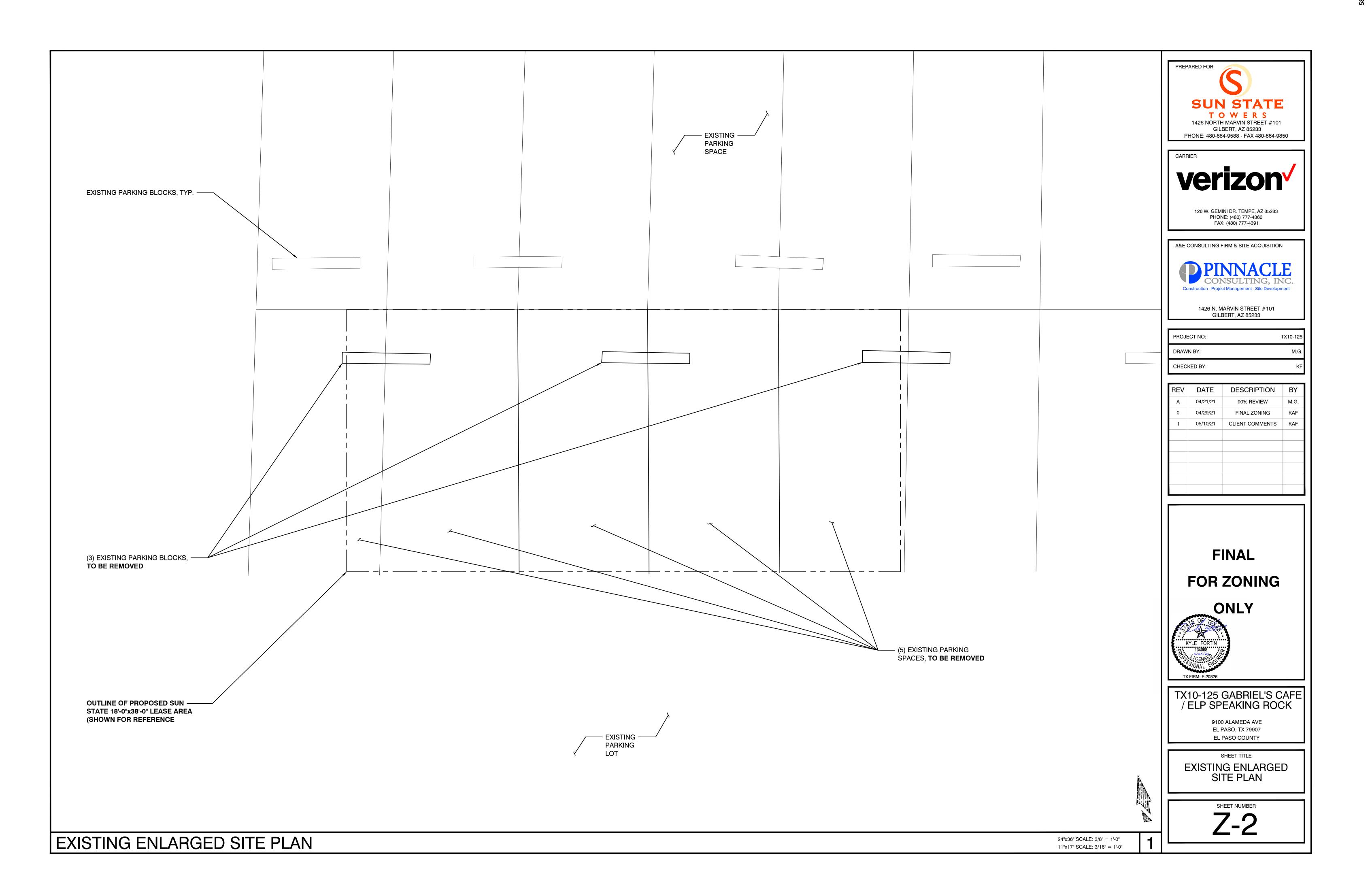


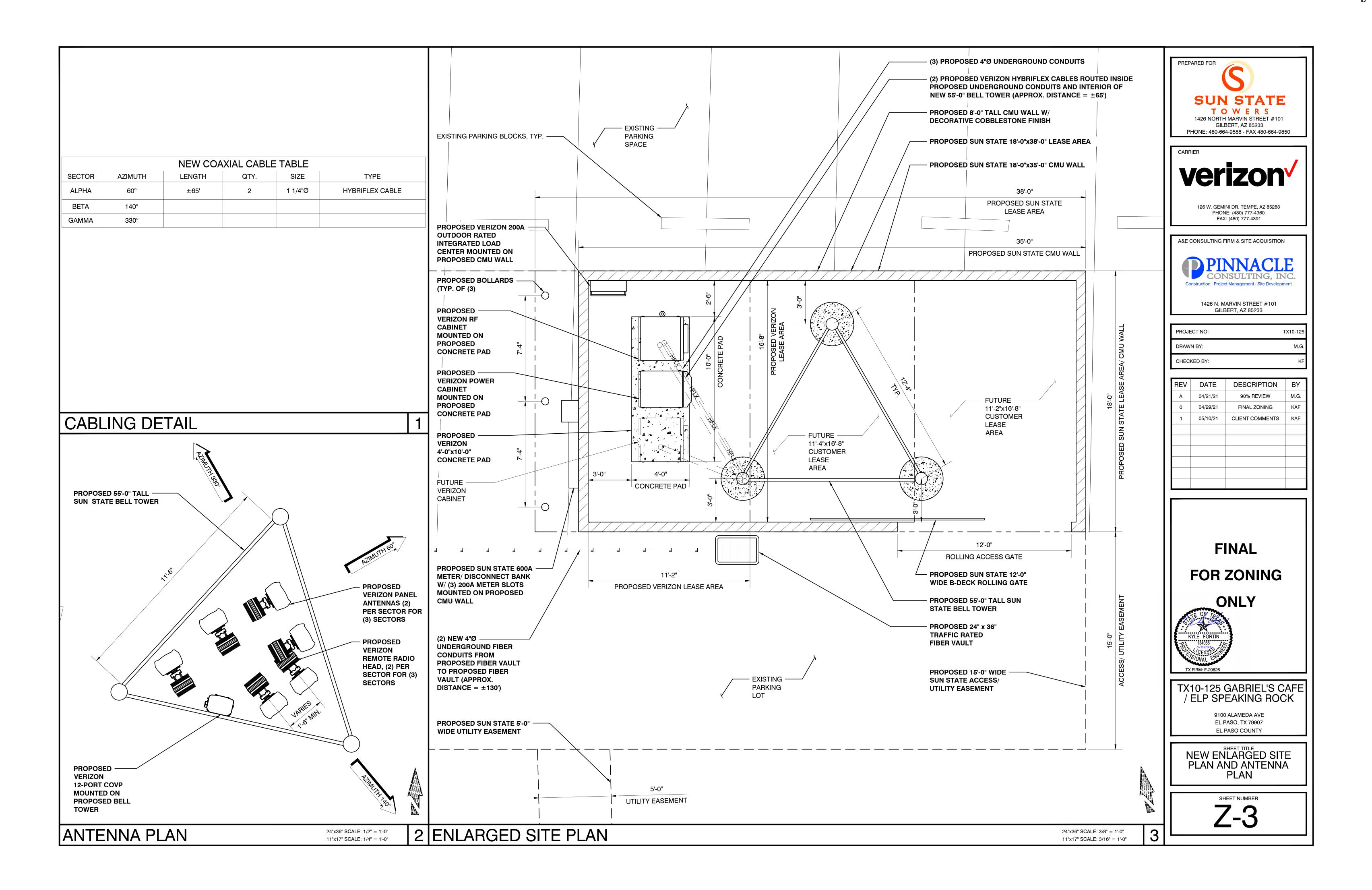
GRAPHIC SCALE

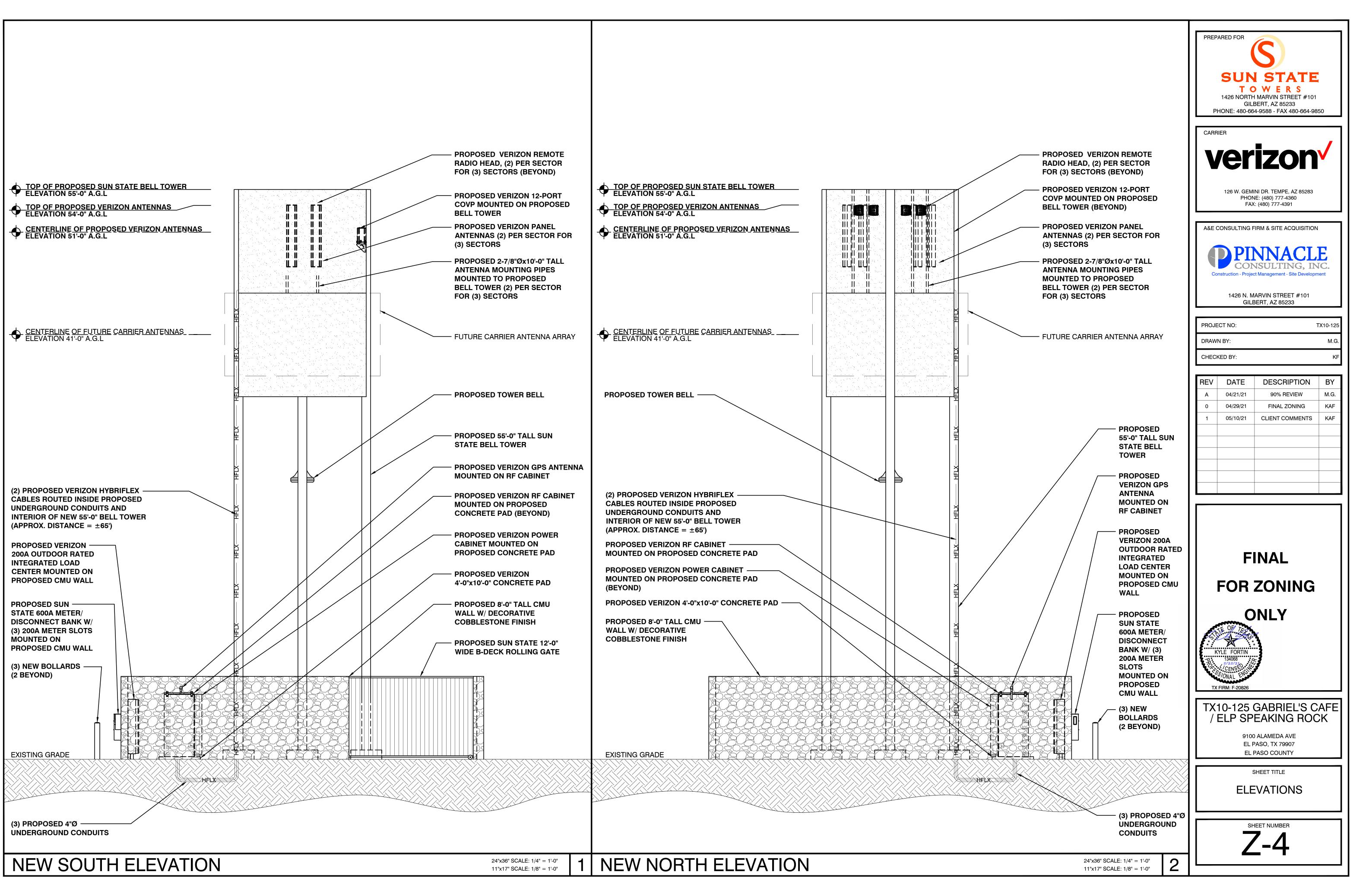
( IN FEET ) 1 inch = 20 ft.

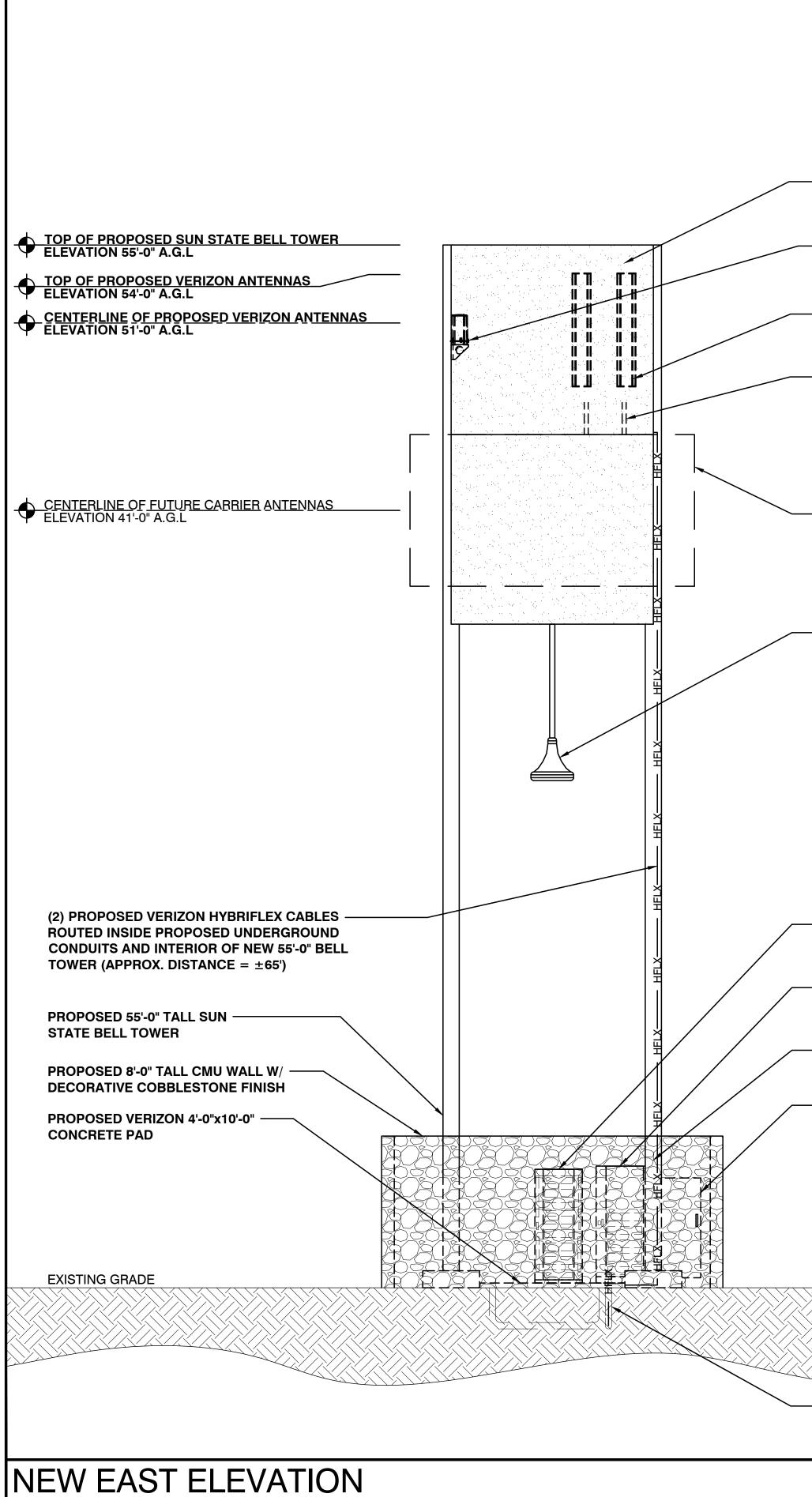
SUN STATE 1426 NORTH MARV GILBERT, A PHONE: 480-664-9588	IN STRE Z 8523	EET #101 3
Construction - Project Management - Site Development		
1426 N. MARVIN GILBERT,		# 101
FIELD BY:	CEF	
DRAWN BY:	GAC	
CHECKED BY:	RLF	
REVIS	IONS	
1 04/05/21 0 03/19/21	FINAL PRELIM	1INARY
NO. DATE	DESCR	
RL CONSUL LAND SURVEY MA WWW.RLFCONSULTING.C		SOLUTIONS 480-445-9189
TOM A. FIL 3940 TOM SUP TOM A. FIL TOM	. ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	
REUSE OF DO THE IDEAS & DESIGN INCORF INSTRUMENT OF PROFESS PROPERTY OF RLF CONSUL USED FOR ANY OTHER PRO AUTHORIZATION OF RL	PORATED FIONAL SE TING, LLC JECT WIT	HEREON, AS AN ERVICE, IS THE & IS NOT TO BE HOUT WRITTEN
PROJECT No. 100081083		
SITE NAME: TX10-125 Gabriel's o	cafe	
SITE ADDRESS: 9100 ALAMEDA DR EL PASO, TX 79907		
SHEET TITLE:	C SU	RVEY
SHEET NO.		REVISION:



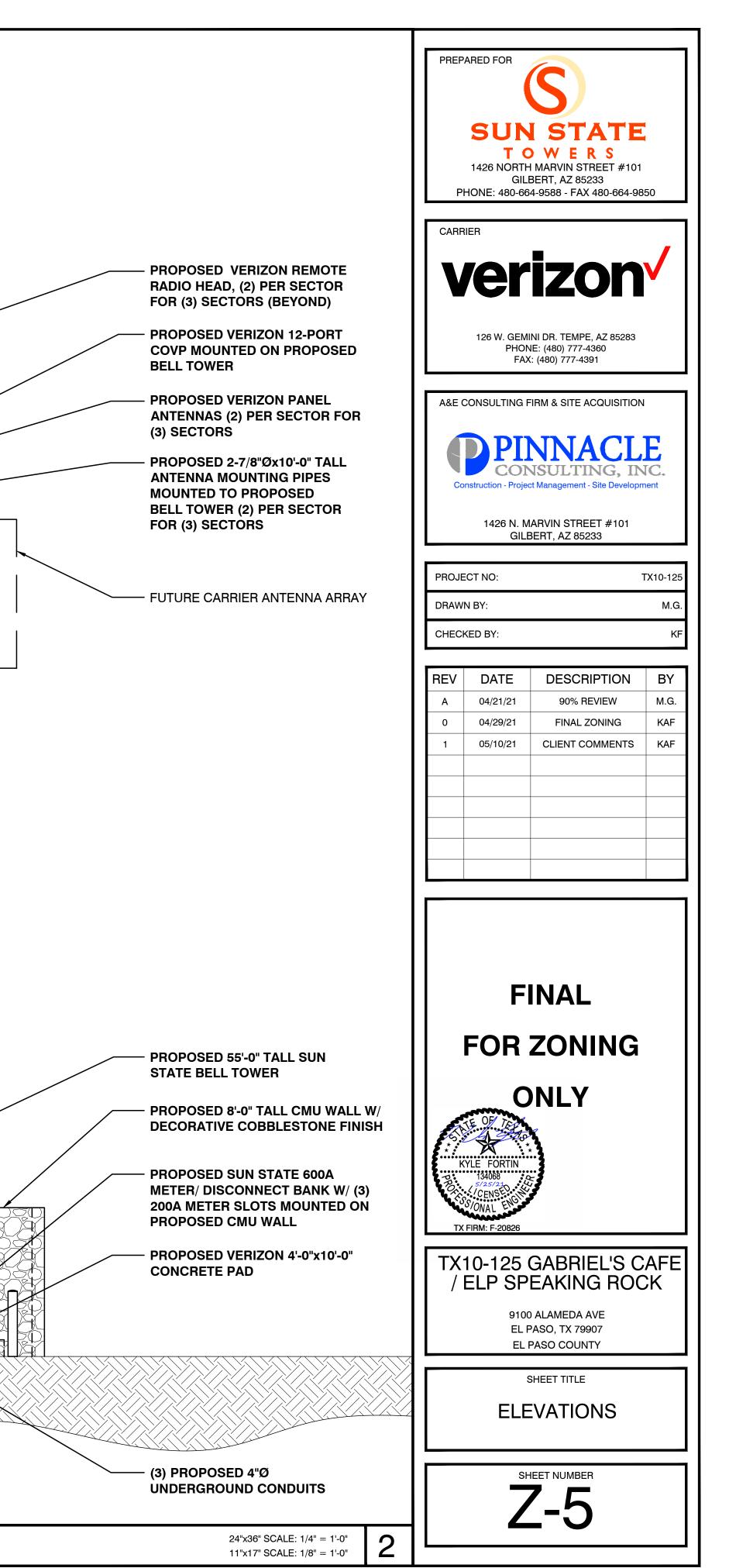








<ul> <li>PROPOSED VERIZON REMOTE</li> <li>RADIO HEAD, (2) PER SECTOR</li> <li>FOR (3) SECTORS (BEYOND)</li> </ul>		
— PROPOSED VERIZON 12-PORT COVP MOUNTED ON PROPOSED BELL TOWER	<ul> <li>TOP OF PROPOSED SUN STATE BELL TOWER</li> <li>ELEVATION 55'-0" A.G.L</li> <li>TOP OF PROPOSED VERIZON ANTENNAS</li> </ul>	
- PROPOSED VERIZON PANEL ANTENNAS (2) PER SECTOR FOR	ELEVATION 54'-0" A.G.L        CENTERLINE OF PROPOSED VERIZON ANTENNAS       I II II II II       I II II II II	/
(3) SECTORS — PROPOSED 2-7/8"Øx10'-0" TALL		_
ANTENNA MOUNTING PIPES MOUNTED TO PROPOSED BELL TOWER (2) PER SECTOR FOR (3) SECTORS		-
— FUTURE CARRIER ANTENNA ARRAY	CENTERLINE OF FUTURE CARRIER ANTENNAS	
		_
- PROPOSED TOWER BELL		
	(2) PROPOSED VERIZON HYBRIFLEX CABLES ROUTED INSIDE PROPOSED UNDERGROUND CONDUITS AND INTERIOR OF NEW 55'-0" BELL TOWER (APPROX. DISTANCE = ±65')	
- PROPOSED VERIZON POWER CABINET MOUNTED ON PROPOSED CONCRETE PAD	PROPOSED VERIZON POWER CABINET MOUNTED ON	
- PROPOSED VERIZON RF CABINET MOUNTED ON PROPOSED CONCRETE PAD	PROPOSED CONCRETE PAD PROPOSED VERIZON RF CABINET MOUNTED ON PROPOSED CONCRETE PAD	
<ul> <li>PROPOSED VERIZON GPS ANTENNA MOUNTED ON RF CABINET (BEYOND)</li> </ul>	PROPOSED VERIZON GPS ANTENNA MOUNTED ON RF CABINET (BEYOND)	
<ul> <li>PROPOSED VERIZON 200A</li> <li>OUTDOOR RATED INTEGRATED</li> <li>LOAD CENTER MOUNTED ON</li> <li>PROPOSED CMU WALL</li> </ul>	PROPOSED VERIZON 200A OUTDOOR RATED INTEGRATED LOAD CENTER MOUNTED ON PROPOSED CMU WALL	T
	PROPOSED BOLLARDS (TYP. OF (3)	
		$\leq$
— (3) PROPOSED 4"Ø UNDERGROUND CONDUITS		
24"x36" SCALE: 1/4" = 1'-0" 11"x17" SCALE: 1/8" = 1'-0"	NEW WEST ELEVATION	



# **APPEAL TO THE CITY COUNCIL**

DATE: MAy 19, 2021

## HONORABLE MAYOR AND CITY COUNCIL CITY OF EL PASO, TEXAS

DEAR MAYOR AND COUNCIL:

After a p	ublic hea	aring held on	MAN 64	K		, 20∠ the
City	PUN	COMMISSION			_ denied	d my request for
ANE	EN LU	W VISABILTY	PWSF	T٥		
AT	9100	ALAMEDA	AVE,	EL P	ASO .	TX 79907

legally described as:

PLEASE SHE ATTACHED LEGAL DESCRIPTION

I hereby request the City Council to review the decision of the \_\_\_\_\_\_ Ciry PUNNO Commission \_\_\_\_\_\_AND CONSIDER MY REQUEST

## SET OUT ABOVE. I AM ATTACHING A LETTER SETTING FORTH MY

VERIZON VITICUS,	By Les F Gutterdez, Alt
APPLICANT	
3. GbolitA PEAK, S	ANTA FE, NM 87508
ADDRESS	
505-710-2079	LESGUTEVEZ356.gmm1 Gom
<b>TELEPHONE NUMBER</b>	

Two (2) copies filed in City Clerk's Office on:

### 9100 Alameda Ave, El Paso Texas Legal Description of the Lease Area.

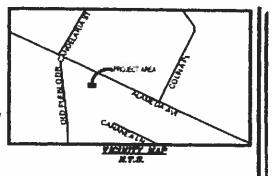
LEASE AREA LEGAL DESCRIPTION

A PORTION OF TRACTS 98 9C AND TCA LALSO BEING PARCEL 1 OF DOC & 2011003041 OF EL PASO COUNTY RECORDS) BLOCK 41 YSLETA GRANT CITY OF EL PASO EL PASO COUNTY STATE OF TEXAS WORE PARTICILARLY DESCRIGED AS FOLLOWS

COMMENCING AT A BRASS CAP MARKING THE INTERSECTION OF THE CENTERLINES OF ALAMEDA AVENUE AND SOUTH OLD PLIEBLO DRIVE THENCE ALONG THE CENTERLINE OF ALAMEDA AVENUE SOUTH STITUTE EAST 229 SPEET THENCE DEPARTING SAD CENTERLINE SOUTH 25'5205' WEST 70 BB FEET TO THE SOUTH RICHT-OF-WAY LINE OF ALAMEDA AVENUE THENCE ALONG SAD SOUTH LINE SOUTH 41'17 AFT EAST 2027 FEET. THENCE DEPARTING SAD SOUTH LINE SOUTH MEST SOFFET THENCE NOTH A1'17 AFT WEST SO IFEET THENCE SOUTH 25'52705' WEST 47 SAFEET THENCE DOUTH 12'SHOW WEST 18 AT FEET THENCE SOUTH 77'23'11'EAST 10 02 FEET TO THE POINT OF BEGINING

THENCE SOUTH 27/22/11" EAST 38:00 FEET THENCE SOUTH 12/36/49" WEST 18:00 FEET. THENCE NORTH 77/22/11" WEST 38:00 FEET. THENCE NORTH 12/36/49" EAST 18:00 FEET TO THE POINT OF BEGINNING.

LESSOR'S LEGAL DESCRIPTION (APN: Y8059904800801) TRACTS& BA, SB, S-C, 10A, 10B, 10-C, AND 10-C-1, BLOCK 41, VSLETA GRANT LITY OF EL PASO, EL PASO, COUNTY, TEXAS





# APPEAL REQUEST CPC DECISION CASE # PZST21-00008 9100 Alameda Verizon Telecom Facility

May 19, 2021

City Council City of El Paso, via City Clerk

Dear City Council of the City of El Paso:

Verizon wireless is requesting this Appeal Request to overturn the CPC Hearing on May 6<sup>th</sup>, 2021 decision to deny Verizon Wireless a new PWSF to be located at 9100 Alameda Ave. Verizon Wireless has been working with the City of El Paso Planning Department and HLC for over one year before bringing it to the CPC.

### **BACKGROUND INFORMATION**

In early May 2020, we submitted or original zoning application with a camouflaged Italian Cypress design for review by the City of El Paso and the Historic Landmark Commission. The Commission determined that the camouflaged tree was not acceptable due to a recent change in the City of El Paso's telecom code and asked that we submit a new design. HLC tabled the discussion and asked that we submit more designs for review.

In August of 2020, with comments from the City of El Paso, we redesigned the PWSF to comply with the City's low visibility requirements per the new code. We submitted a 4-sided structure with concealed antennas. Again, the HLC felt that the design was too big and not within the character of the Alameda Historic District.

November 16th of 2020 The Commission did vote to allow a standard light structure with flush mount antennas with a concealed equipment area with 6' block/rubble wall. Please see Certificate of Appropriateness dated 11/16/2020.

On January 27th, 2020, The City of El Paso then responded to Verizon Wireless and said that this design was not satisfactory with the low visibility section of the City of El Paso's telecom code and would approve a 3-legged Bell Tower design. On March 24.2020 we then re applied with the HLC to offer the new 3-legged design, with an hour of discussion with the HLC Board and City representative, Anne Guayante, the HLC agreed to this new design and issued a Certificate of Appropriateness dated 2/22/2021.



# CPC Hearing May 6th, 2021.

Verizon would encourage the City Council to view the video playback of the May 6<sup>th</sup> CPC hearing and to read the Written Statement of the CPC hearing.

While we respect the hour long comments of the CPC, it is clear that Verizon complied with the Telecom Code to meet all the requirements to design, setbacks, for this new PWSF. This location was designed by Verizon RF Engineers to continue to provide both voice and data services for our mobile, commercial, and residential and 911 customers.

- 1. Design was reviewed and approved by HLC two times. (See Certificates of Appropriateness)
- 2. Planning staff reviewed our application for completeness and recommended staff approval.
- 3. There were no adverse comments from property owners within 500' to include the Ysleta Pueblo.
- 4. There were no persons at the CPC Public Hearing with any adverse comments.
- 5. The motion to deny by Commissioner Carlos Gallinar did not take into consideration the time and efforts of the Historic Landmark Commission two hearings with Verizon Wireless to come up with a design that met the District Standards. Commissioner Gallinar said that Verizon could build a 35' structure there by right, without CPC approval. However, because we needed the 20' additional feet for Verizon coverage and that we did not provide landscaping he would vote to deny the request, because he felt a PWSF there would not meet the character of the area.
- 6. The FCC rules and regulations for PWSF/Cell towers clearly spells out that a governing body must approve a request unless it does not meet the code requirements of the jurisdiction. Verizon did meet all the code requirements.

For the above reasons, we ask that this Appeal request to overturn the CPC's May 6<sup>th</sup> decision be granted and that the City Council grant Verizon's request as supported by the City of El Paso's planning staff be approved.

Sincerely,

Los F Gutreiliz

Agent, for Verizon Wireless



#### CERTIFICATE OF APPROPRIATENESS Issued by the El Paso Historic Landmark Commission

This is to certify that the El Paso Historic Landmark Commission at its regular meeting scheduled on November 16, 2020 reviewed and approved plans submitted by:

Property Owner:	Elizabeth Jacquez
Location:	9100 Alameda Avenue
Legal Description:	48 Ysleta Tr 8 Tr 9-A Tr 9-B Tr 9-C Tr 10-A Tr 10-B
	Tr 10-C & Tr 10-C-1 (1.0105 Ac), City of El Paso, El
181	Paso County, Texas

For:

Certificate of Appropriateness for construction of a cell tower with the modifications that the cell phone tower be a monopole design with flush mount to reduce its visibility; in addition, if the tower design changes due to Section 106 and NHPA process, the new design shall be brought forth to the HLC for reconsideration; in addition, the HLC recommends to contact the Ysleta del Sur tribe for their input and consideration on this project

The Commission finds that the proposed scope of work will not adversely affect the architectural or historical significance of the Ysleta Historic District, within which this site is located.

THEREFORE, appropriate building permits may be issued. All construction must conform to existing City Code requirements.

D.J. Sevigny, Chair

El Paso Historic Landmark Commission

Ninculser 16, 20 0



#### CERTIFICATE OF

### APPROPRIATENESS Issued by the El Paso Historic Landmark Commission

This is to certify that the El Paso Historic Landmark Commission at its regular meeting scheduled on February 22, 2021 reviewed and approved plans submitted by:

Property Owner:	Elizabeth Jacquez
Location:	9100 Alameda Avenue
Legal Description:	48 Ysleta Tr 8 Tr 9-A Tr 9-B Tr 9-C Tr 10-A Tr 10-B
	Tr 10-C & Tr 10-C-1 (1.0105 Ac), City of El Paso, El
	Paso County, Texas

For:

Reconsideration of an approved Certificate of Appropriateness for construction of a cell tower and approved for the design proposed to the HLC on February 22, 2021 with a tower that is dark tan in color and has a rubblestone perimeter wall around the base of the tower to match the adjacent rubblestone walls on the property and to have the panels at the top of the tower presented as a singular surface on all three sides

The Commission finds that the proposed scope of work will not adversely affect the architectural or historical significance of the Ysleta Historic District, within which this site is located.

THEREFORE, appropriate building permits may be issued. All construction must conform to existing City Code requirements.

Sevieny, Chair

El Paso Historic Landmark Commission

eloria og 72, 7021

Date

#### MEMORANDUM

RE:	Special Permit PZST21-0008
DATE:	May 17, 2021
FROM:	Carlos Gallinar, City Plan Commission
TO:	El Paso City Council

On the May 6, 2021 meeting of the El Paso City Plan Commission (CPC), the commission voted to deny the special permit for the above-referenced case. As a member of the CPC, I am writing this letter to outline the reasons for denial. The applicant was seeking a special permit to allow for a new ground-mounted Personal Wireless Service Facility (PWSF) in C-1 zoning district.

The applicant could erect the PWSF by right on the C-1 district with a height limitation of 35 feet. However, the applicant was seeking to erect a PWSF at a maximum height of 55 feet. As per the staff report:

The maximum permitted height for ground-mounted PWSF structures and equipment is thirty-five (35) feet in the C-1 district. The proposed fifty-five (55) foot ground-mounted PWSF antenna support structure requires City Council approval of a Special Permit, and must demonstrate compliance with the low-visibility facility design standards and provide space for future collocation, as stated in El Paso City Code 20.10.455.F.1.8.

As the body charged with making recommendations to El Paso City Council regarding zoning and planning, we consider several factors when determining whether to approve or deny applications for cases of rezoning, submissions of subdivision plans, and in this case, for a special permit. While we weigh the recommendations of the El Paso Planning and Inspections Department heavily in our decisions, there are often several other factors which influence how we decide each case. In this case, Planning and Inspection staff recommended approval of Special Permit PZST21-0008. The City Plan Commission voted to deny. Six commissioners voted to deny the special permit with two voting to approve.

The CPC denied the application because of the following reasons:

- 1. The aesthetic of the proposed tower is not in character with the surrounding neighborhood.
- 2. The CPC felt that the tower as proposed at 55 feet would have been too tall in context with other buildings, especially the Ysleta Mission. The property where the proposed tower would be erected is directly across the street from the mission's entrance. The CPC felt that a height of 35 feet as allowed by code—and without the special permit—would suffice as an appropriate height for the PWSF in that area.

ChrisChmmings, Chairman. EC Paro City Plan Commission

# 9100 Alameda Avenue

City Plan Commission — May 6, 2021 (REVISED)

CASE NUMBER: CASE MANAGER: **PROPERTY OWNER:** APPLICANT: **REPRESENTATIVE:** LOCATION: **PROPERTY AREA: EXISTING ZONING: REQUEST:** 

#### PZST21-00008

	CASE MANAGER:	Andrew Salloum, (915)212-1603, SalloumAM@elpasotexas.gov
	PROPERTY OWNER:	Elizabeth Jaquez
	APPLICANT:	Verizon Wireless
	REPRESENTATIVE:	Les F. Gutierrez
	LOCATION:	9100 Alameda Avenue (District 6)
1	PROPERTY AREA:	0.02-acre
	EXISTING ZONING:	C-1/H (Commercial/Historic)
	REQUEST:	Special Permit to allow for a new ground-mounted Personal Wireless
		Service Facility (PWSF) in C-1 zone district
	RELATED APPLICATIONS:	None
	PUBLIC INPUT:	None as of April 30, 2021

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for the placement of a new ground-mounted personal wireless service facility (PWSF) with increase height in the C-1 (Commercial) zone district as required by El Paso City Code Section 20.10.455.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends approval of the special permit for a Personal Wireless Service Facility (PWSF) in C-1 (Commercial) zone district. The proposal meets all the requirements of 20.10.455 PWSF, 20.04.320 Special Permit, and 20.04.150, Detailed Site Development Plan.

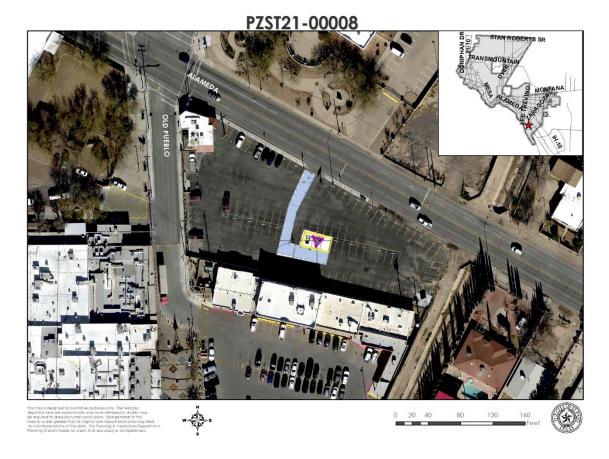


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting a special permit to allow for the placement of a new ground-mounted personal wireless service facility (PWSF) in the C-1 (Commercial) zone district, as required by El Paso City Code Section 20.10.455, and an increase in the maximum height.

The site plan shows a 684 sq. ft. lease area for a fifty-five (55) foot high structure with antennas and service equipment enclosure. The antennas and support structure will be camouflaged to resemble a bell tower, in accordance with the low-visibility facility design criteria in El Paso City Code Section 20.10.455.F(1.9). Additionally, an eighteen (18) foot by thirty-eight (38) foot equipment enclosure is proposed, with the equipment being screened by a six (6) foot concrete masonry unit wall with decorative rubblestone finish at the edge of the property adjacent to a service driveway.

The maximum permitted height for ground-mounted PWSF structures and equipment is thirty-five (35) feet in the C-1 district. The proposed fifty-five (55) foot ground-mounted PWSF antenna support structure requires City Council approval of a Special Permit, and must demonstrate compliance with the low-visibility facility design standards and provide space for future collocation, as stated in El Paso City Code 20.10.455.F.1.8. The detailed site development plan demonstrates compliance with these requirements.

There are no other PWSF facilities within one-half mile of the subject property. The applicant has requested a landscape buyout as permitted by the landscaping ordinance for unmanned facilities. A maintenance access easement off a private driveway within the subject property is proposed from Alameda Avenue.

**PREVIOUS CASE HISTORY:** On February 22, 2021, the Historic Landmark Commission (HLC) reviewed and approved a certificate of appropriateness for the construction of a new ground-mounted personal wireless service facility with a tower that is dark tan in color and has a rubblestone perimeter wall around the base of the tower to match the adjacent rubblestone walls on the property. This is the design shown on the detailed site development plan, which can be found in Attachment 1 to this staff report.

COMPLIANCE WITH PERSONAL WIRELESS SERVICE FACILITY REQUIREMENTS (20.10.455)	
Criteria	Does the Request Comply?
Ground-mounted PWSF antenna support structures	Yes. The proposed PWSF meets the setback
and appurtenant equipment storage facilities are permitted by special permit with the following restrictions:	requirement includes right-of-way and easement of the C-1 zone district.
a. Setbacks.	
i. A setback of three feet for each foot of height, measured from the PWSF antenna support structure	
base to any abutting property line of property in a residential or apartment zoning district, shall be	
required. In the case where a right-of-way or easement	
separates the property from a residential or apartment	
district, the width of such right-of-way or easement	
shall be included in meeting the setback requirement;	
provided, however, the setback from any abutting	
property line of property in a residential or apartment	
district shall never be less than one foot for each foot	
of height, measured from the PSWF antenna support	
structure base.	
c. Separation Between PWSF Antenna Support	There are no other PWSFs within one-half mile buffer
Structures. The minimum separation distance between	of the subject property.
ground-mounted PWSF antenna support structures	
shall be one-half mile.	
G. All ground-mounted PWSF located in residential and	The PWSF is a proposed fifty-five (55) foot tall bell
apartment zoning districts shall be camouflaged.	tower with wireless antennas inside.
Camouflaging is a method of disguising or concealing	

the appearance of an object by changing its usual color, modifying its shape, or locating it in a structure that complements the natural setting, existing and surrounding structures. In the context of this section, camouflaging includes, but is not limited to, making PWSF antenna support structures resemble man-made trees, locating PWSF antenna support structures in bell steeples or clock towers, or on similar alternative- design mounting structures.	
<ul> <li>Screening Fence. A six-foot high screening wall or fence of other than chain-link shall be constructed around the base of a PWSF antenna support structure to provide for security</li> <li>j. Access Driveway. The access driveway and off-street</li> </ul>	A six (6) foot high concrete mixed unit with decorative rubblestone finish is proposed. A maintenance access easement is proposed from a
parking space for use by maintenance vehicles shall be paved as approved by the building official.	A maintenance access easement is proposed from a private driveway within the subject property from Alameda Avenue.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 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.	Yes, The maximum height for the C-1 District is thirty- five (35) feet. El Paso City Code Section 20.10.455.1.8 allows the applicant to request a special permit for a tower of up to sixty (60) feet in height so long as the Low Visibility Design Standards are met and space for future colocation is provided. The proposed tower height is fifty-five (55) feet and the detailed site development plan demonstrates that those standards are met.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes, the requests comply with the recommendations of <i>Plan El Paso</i> and the G-3 designation.
3. Adequately served by and will not impose an undue	Yes, access to the driveway and on-street parking will
burden upon public improvements.	be from Alameda Avenue, the improved major arterial.
4. Any impacts of the proposed development on	Yes, the proposed design of the development is
adjacent property are adequately mitigated with the	compatible with the existing building on the site.
design, proposed construction and phasing of the site development.	Proposed construction will need to comply with building permit and construction requirements.
5. The design of the proposed development mitigates	Yes, the subject property does not involve
substantial environmental problems.	greenfield/environmentally sensitive land or arroyo
	disturbance.
6. The proposed development provides adequate	Yes, the development will comply with landscaping
landscaping and/or screening where needed.	ordinance requirements.
7. The proposed development is compatible with	Yes, this proposed development is consistent with the
adjacent structures and uses.	existing commercial uses to the surrounding areas.
8. The proposed development is not materially	Yes, the proposed redevelopment is similar in intensity
detrimental to the property adjacent to the site.	and scale to surrounding development.

COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i> , consider the following factors:		
Criteria	Does the Request Comply?	
<ul> <li>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</li> <li><u>G-3 Post-war</u></li> <li>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.</li> </ul>	Yes. The subject property, and the proposed development for it, meet the intent of the G-3, Post- war Future Land Use Map designation.	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: <u>C-1 (Commercial)</u> The purpose of this district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.	Yes. PWSF is permitted in the C-1 District with special permit approval for the proposed fifty-five (55) foot height.	
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY A THE FOLLOWING FACTORS:	AND SURROUNDING PROPERTY, AFTER EVALUATING	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	Yes, the property is located within a historic district.	
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects anticipated. The uses and development configurations are already existing and are similar to other properties in the surrounding areas.	
<b>Natural Environment:</b> Anticipated effects on the natural environment.	Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.	
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing single-family zoning and uses and school 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 an older, stable area of the city comprised of commercial properties previously rezoned from R-F throughout the years.	

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access to the subject property is proposed from Alameda Avenue, which is designated a major arterial on the City's Major Thoroughfare Plan. It is adequate to serve the proposed development.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No objections to proposed special permit. There were no adverse comments received from the reviewing departments. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

**PUBLIC COMMENT:** The subject property lies within the boundaries of the Mission Valley Neighborhood Association and Corridor 20 Civic Association were notified prior to submittal of the Special Permit Application. Public notices were mailed to property owners within 500 feet on April 23, 2021. As of April 30, 2021, the Planning Division did not receive any communication support or opposition to the special permit request.

#### **RELATED APPLICATIONS:** N/A.

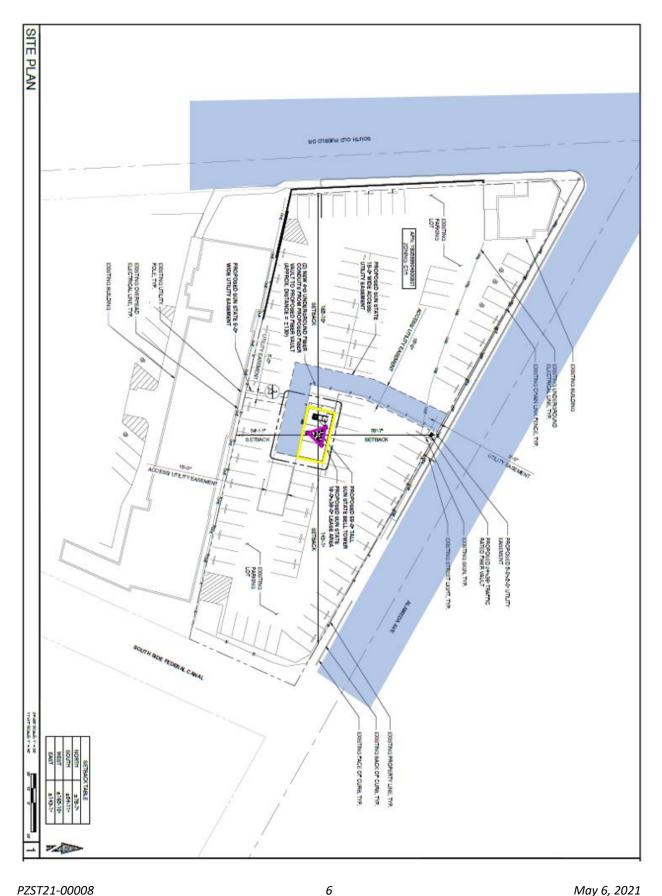
#### **CITY PLAN COMMISSION OPTIONS:**

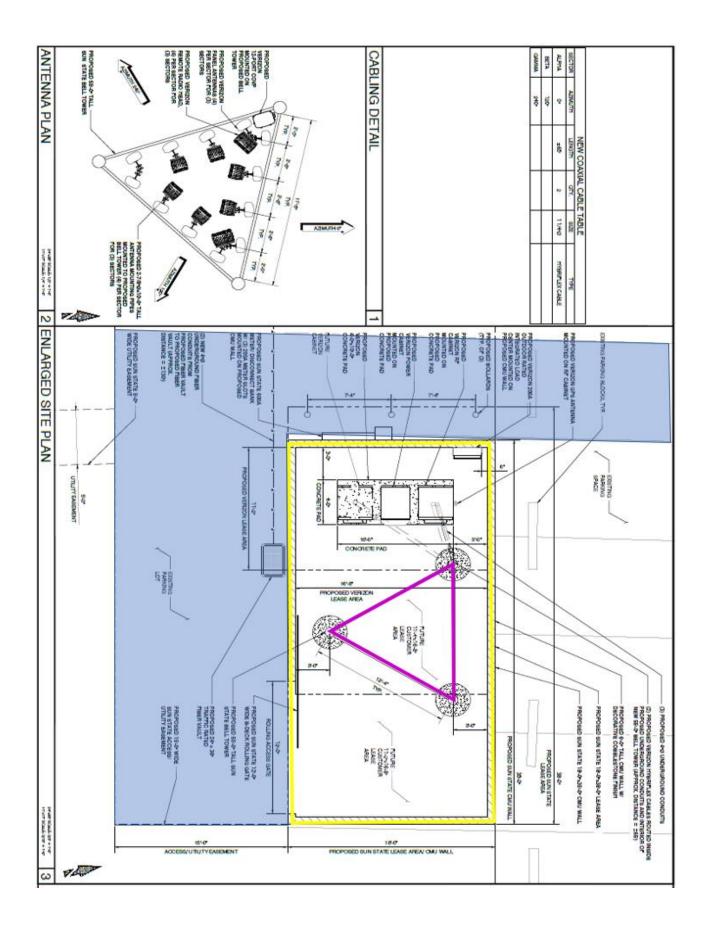
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the 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.

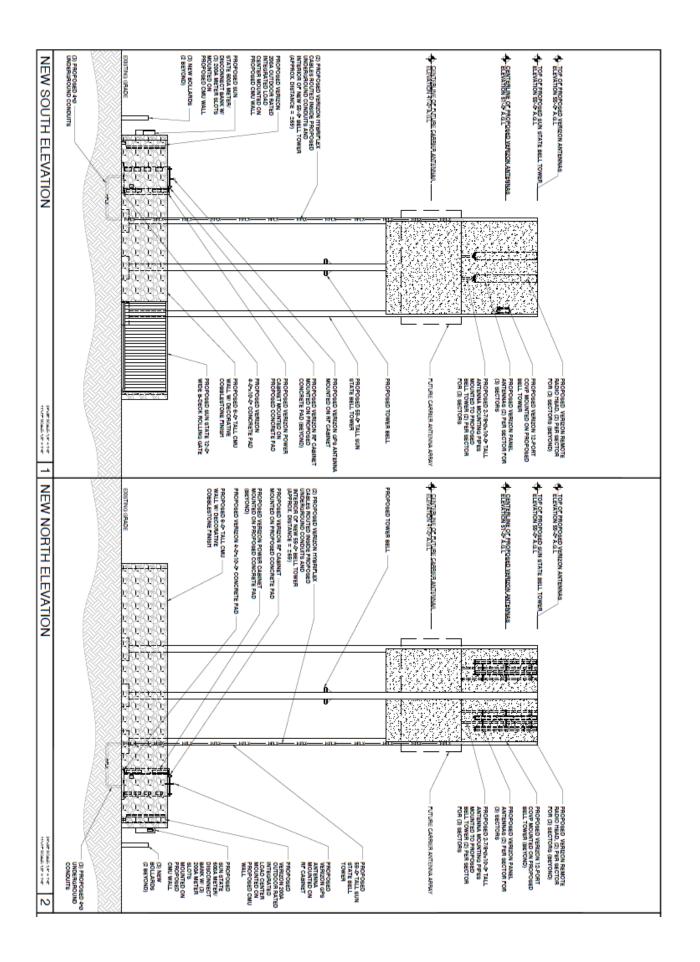
#### ATTACHMENTS:

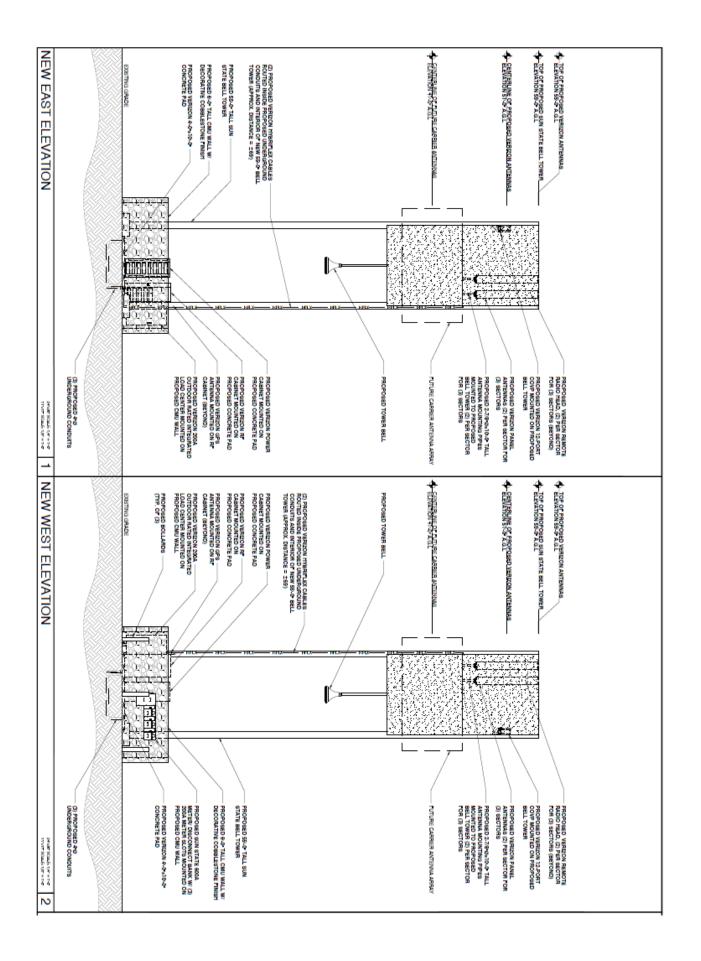
- 1. Detailed Site Plan
- 2. Simulation Photos
- 3. Project Propose Statement
- 4. Landscape Buyout Request
- 5. Historic Landmark Commission (HLC) Certificate of Appropriateness
- 6. Future Land Use Map
- 7. Department Comments
- 8. Neighborhood Notification Boundary Map





7

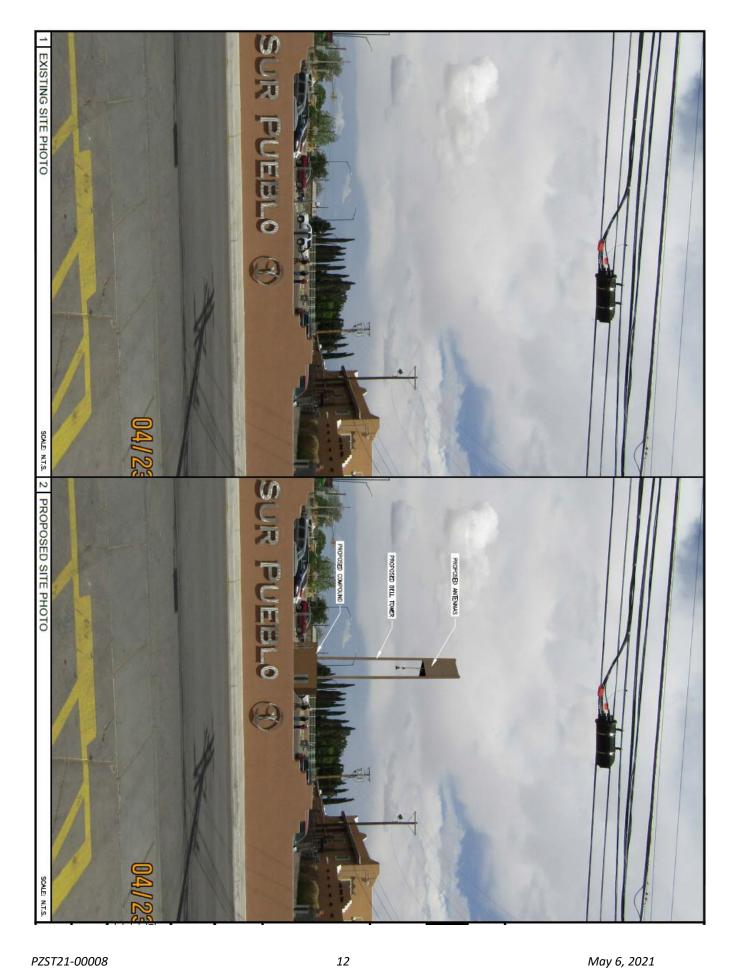




9











April 13, 2021

Mr. Andrew Salloum, Senior Planner Zoning Planning and Inspections Department City of El Paso 801 Texas Ave. El Paso, Texas 79901

#### Subject: 9100 Alameda Drive (ELP SPEAKING ROCK) VZW Concealed Stealth Structure PROJECT DESCRIPTION STATEMENT & PROJECT PURPOSE STATEMENT.

Verizon Wireless will be constructing a new 55' Concealed Stealth structure in accordance with the City of El Paso's updated telecom ordinance on a C-1 Property. VZW will be installing 6 new antennas at the 51' level that will be concealed by the stealth panels approved by the Historic Landmark Commission. We also be placing hybrid fiber cable, electronics and equipment cabinets concealed by a 6' wall.

The Purpose of this project is to improve badly needed data and voice services to the nearby residential neighborhoods and vehicular traffic.

Sincerely,

Les F. Gutierrez

Les F. Gutierrez, Senior Site Acquisition Manager Southwest Telecom Partners, Inc, as agent for Verizon Wireless LesGutierrez35@Gmail.com 505-710-2079



April 13, 2021

Mr. Andrew Salloum, Senior Planner Zoning Planning and Inspections Department City of El Paso 801 Texas Ave. El Paso, Texas 79901

#### Subject: 9100 Alameda Drive (ELP SPEAKING ROCK) VZW Concealed Stealth Structure Landscaping Buyout

Pursuant to Chapter 18.46.140.B.1.a of the El Paso Municipal Code. Verizon Wireless shall pay the \$5,000 in lieu of installing the required (1) unit of landscaping and irrigation for the proposed unmanned Personal Wireless Facility for this location. Verizon understands that the said payment of the \$5,000 must be submitted prior to the issuance of the building permit for this project.

15

Sincerely,

Les F. Gutierrez

Les F. Gutierrez, Senior Site Acquisition Manager Southwest Telecom Partners, Inc, as agent for Verizon Wireless LesGutierrez35@Gmail.com 505-710-2079



#### CERTIFICATE OF APPROPRIATENESS Issued by the El Paso Historic Landmark Commission

This is to certify that the El Paso Historic Landmark Commission at its regular meeting scheduled on February 22, 2021 reviewed and approved plans submitted by:

Property Owner: Location: Legal Description: Elizabeth Jacquez 9100 Alameda Avenue 48 Ysleta Tr 8 Tr 9-A Tr 9-B Tr 9-C Tr 10-A Tr 10-B Tr 10-C & Tr 10-C-1 (1.0105 Ac), City of El Paso, El Paso County, Texas

For:

Reconsideration of an approved Certificate of Appropriateness for construction of a cell tower and approved for the design proposed to the HLC on February 22, 2021 with a tower that is dark tan in color and has a rubblestone perimeter wall around the base of the tower to match the adjacent rubblestone walls on the property and to have the panels at the top of the tower presented as a singular surface on all three sides

The Commission finds that the proposed scope of work will not adversely affect the architectural or historical significance of the Ysleta Historic District, within which this site is located.

THEREFORE, appropriate building permits may be issued. All construction must conform to existing City Code requirements.

D.J. Sevigny, Chair

El Paso Historic Landmark Commission

Maa.

Date

## **ATTACHMENT 6**



PZST21-00008

# ATTACHMENT 7

#### Planning and Inspections Department – Planning Division

No objections to the special permit request.

#### Planning and Inspections Department – Plan Review

No objections to the special permit and detailed site development plan.

Note: At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS, and Municipal Code

#### Planning and Inspections Department – Landscaping Division

No objections to the special permit and detailed site development plan.

#### Planning and Inspections Department – Land Development

No objections.

Note: Label power panel total amperage on cover sheet T-1 general project description, scope of work, will be addressed at the permitting stage.

#### **Street and Maintenance Department**

No objections.

Note: All driveway and sidewalk improvements shall be constructed in current compliance with all applicable City of El Paso Municipal Codes / Ordinances

#### Texas Department of Transportation (TxDOT)

No comments received.

#### Fire Department

No adverse comments.

#### **Environmental Service Department**

No adverse comments.

#### Sun Metro

No objections.

#### El Paso Water

No comments received.

#### El Paso Water – Stormwater Engineering

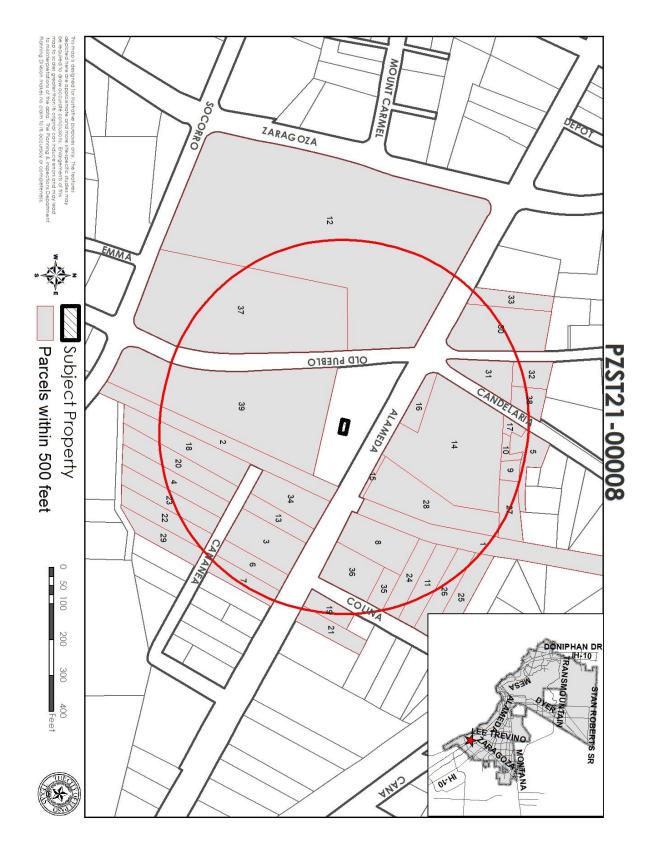
EPWater - SW has reviewed the case distribution described above and has no objections to the proposal.

#### El Paso County Water Improvement District #1

No comments or objections to the special permit request.

19

## **ATTACHMENT 8**



20



Legislation Text

#### File #: 21-632, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

#### AGENDA LANGUAGE:

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

An Ordinance amending Title 3 (Revenue and Finance) of the El Paso Municipal Code, Chapter 3.04 (Property Taxes) by amending section 3.04.040 (Exemption - Residence Homestead) to increase the Ad Valorem Property Tax Exemption for individuals over 65 and disabled citizens who qualify under the current code.

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

**DEPARTMENT:** City Manager's Office

AGENDA DATE: Introduction: June 8, 2021 Public Hearing: June 22, 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 amending Title 3 (Revenue and Finance) of the El Paso Municipal Code, Chapter 3.04 (Property Taxes) by amending section 3.04.040 (Exemption – Residence Homestead) to increase the ad valorem property tax exemption for individuals who Over 65 and Disabled citizens who qualify under the current code.

#### **BACKGROUND / DISCUSSION:**

It is recommended the current City Code be amended to increase the homestead exemption for Over 65 and Disabled citizens from forty thousand, \$40,000, of the market value of the residence homestead to forty-two thousand five hundred, \$42,500, effective January 1, 2022.

#### PRIOR COUNCIL ACTION:

On September 18, 2012 City Council increased the homestead exemption for Over 65 and Disabled citizens to forty thousand, \$40,000, of the market value of the residence.

#### AMOUNT AND SOURCE OF FUNDING:

N/A

DEPARTMENT HEAD:

for Robert Cortinas

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

#### ORDINANCE NO.

#### AN ORDINANCE AMENDING TITLE 3 (REVENUE AND FINANCE) OF THE EL PASO MUNICIPAL CODE, CHAPTER 3.04 (PROPERTY TAXES) BY AMENDING SECTION 3.04.040 (EXEMPTION – RESIDENCE HOMESTEAD) TO INCREASE THE AD VALOREM PROPERTY TAX EXEMPTION FOR INDIVIDUALS WHO QUALIFY UNDER THE CURRENT CODE.

**WHEREAS,** the provisions of Title 3, Chapter 3.04, Section 3.04.040 of the Municipal Code have been established for the purpose of promoting the health, safety, moral and general welfare of its citizens; and

WHEREAS, the El Paso City Council clearly recognizes that the values of residential homesteads have increased in the recent years; and

WHEREAS, the El Paso City Council clearly recognizes the need to treat fairly and equitably its senior and disabled citizens consistent with the intent of Title 3, Section 3.04.040 of the Municipal Code; and

**WHEREAS**, the El Paso City Council finds that the proposed amendment will have a positive impact upon the public health, safety, morals, and general welfare of the City.

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

Section 1. That Chapter 3.04, Section 3.04.040(A) of the El Paso Municipal Code is amended to read as follows:

A. Effective January 1, 2021, \$42,500 of the market value of the residence homestead owned by any person, married or unmarried, including those living alone, who are under a disability for purposes of payment of disability insurance benefits under Federal Old Age Survivors and Disability Insurance or its successor, or of married or unmarried persons sixty-five years of age or older, including those living alone, during each tax year, as provided by state law, shall be exempt from all ad valorem taxes hereafter levied by the City for that year.

Section 2. That this ordinance shall be effective January 1, 2021 upon adoption by the El Paso City Council.

Section 3. Except as herein amended, Title 3, Revenue and Finance, 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 City Clerk

#### **APPROVED AS TO FORM:**

Suan S. Gonzalez

Senior Assistant City Attorney

#### **APPROVED AS TO CONTENT:**

K. Nicole Cote, Director Office of Management and Budget



# City Council Agenda – Item 23

June 8, 2021

# Ordinance Amending Title 3 El Paso Municipal Code, (Revenue and Finance)

- Chapter 3.04 (Property Taxes)
- 3.04.040 (Exemption Residence Homestead)



# April 27 City Council Direction

 Discussion and action to direct the City Manager and City Attorney to explore and make recommendations to amend Title 3 (Revenue and Finance) of the El Paso Municipal Code, Chapter 3.04 (Property Taxes), Section 3.04.040 (Exemption - Residence Homestead) by increasing the Ad Valorem Property Tax Exemption for the market value of the residence homestead owned by an eligible <u>disabled persons</u> and persons <u>sixty-five years of age or older</u>.

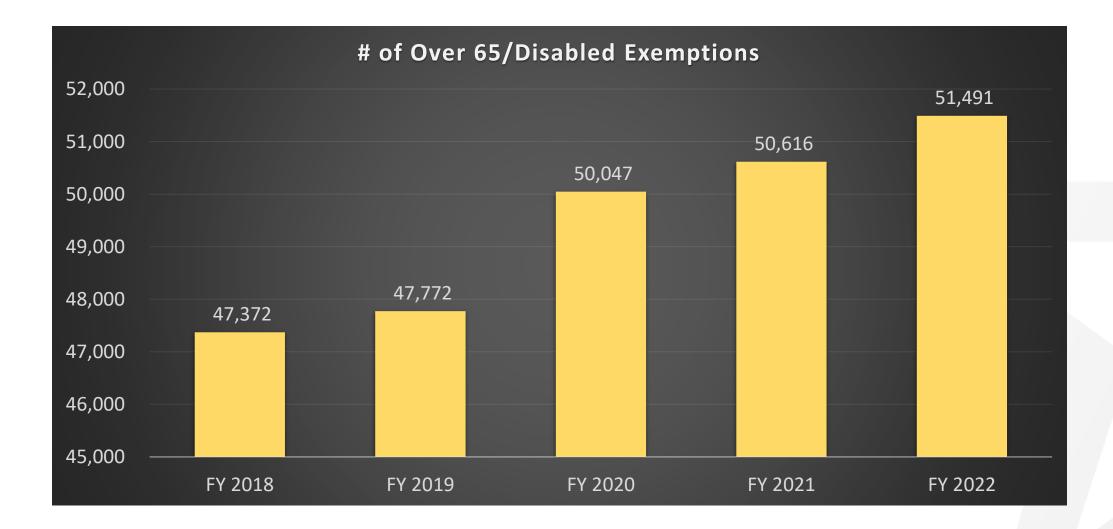




- January 1, 2006 City code amended to provide a \$30,000 exemption
- January 1, 2015 exemption increased from \$30,000 to \$40,000









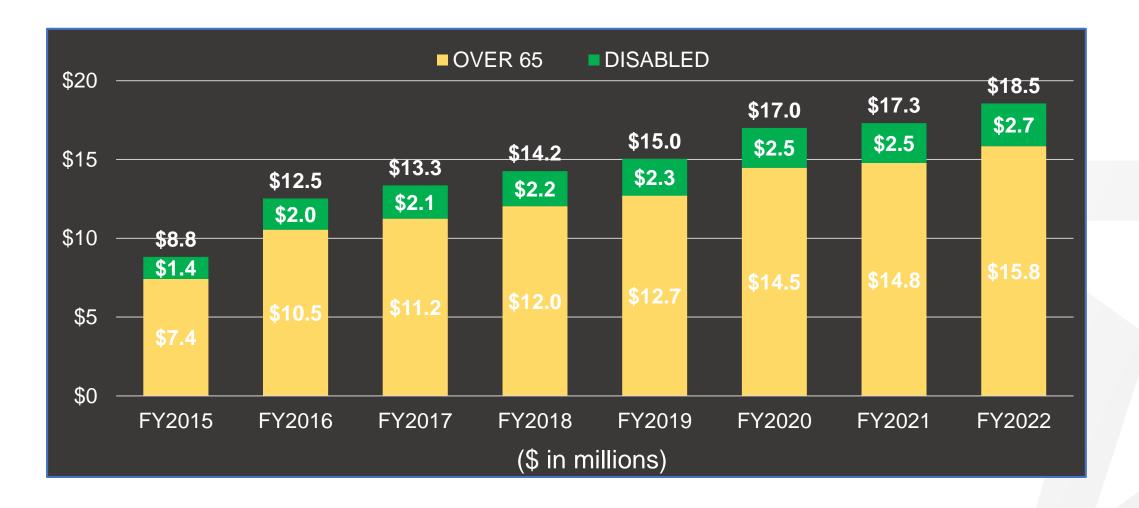


- Exemption changes
  - Must be adopted by the governing body of the taxing unit before July 1 in the manner provided by law for official action by the body
- Increase exemption from \$40,000 to \$42,500
- Exemption increase will become effective January 1, 2022 (for tax bills mailed out October 2021)
- Annually review the exemption amount as part of the budget process





# **Over 65 and Disabled Property Tax Decrease**







# How to Apply for the Exemption El Paso Central Appraisal District <u>www.epcad.org/home/forms</u>

EPCAD El Paso Central Appraisal District	COVID-19	News	Forms	Links	Calendar	Property Search
Documents & Forms						
Mailing Address Change	Special Appra	isal				
Mailing Address Change Form	Agricultural Appra Freeport Application	-	iitions of Agr	icultural Ap	praisal Land S	ection 23.51]
Homestead Exemption						
Homestead Application - [Residence Homestead Section 11.13]	Mobile Homes					
[File Online] [Download Form]	Mobile Homes - To	exas Depar	tment of Ho	using		
Homestead Exemption Affidavit - [SB 1943 Inherited Homestead Information] [Download Form]	Renditions					
Disabled Veteran's or Survivor's Exemption Form	Personal Property	Rendition	- [Rendition	General Se	ection 22.01]	
*You must fill out the Homestead Exemption Form in order to apply for the 100% Disabled Veterans Exemption.	Notice of Prote	est				
	Notice of Protest -	[Right of F	Protest Section	on 41.41]		
Tax Deferral Affidavit	Property Tax Prote					
Tax Deferral Affidavit for Over 65 or Disabled Homeowner	Procedimientos P	ara Protest	ar el Avalúo	De Su Pro	piedad 2021	
	Unequal Value	e Worksh	neet			
Request for Confidentiality	Unequal Value - [	Section 41.	43]			
Request for Confidentiality Form						







 Introduction of an Ordinance to amend Title 3 of the El Paso Municipal Code, Chapter 3.04.040 (Exemption – Residence Homestead) to increase the ad valorem property tax exemption for individuals over 65 and disabled from \$40,000 to \$42,500 of the market value of the residence homestead to be effective January 1, 2022 (effective for tax bills mailed out in October 2021)





Legislation Text

#### File #: 21-614, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### All Districts

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

#### AGENDA LANGUAGE:

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

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

Discussion and action that the Purchasing & Strategic Sourcing Director is authorized to notify Cengage Learning, Inc. that the City is terminating Contract 2019-639 Career Online High School for convenience, pursuant to the provisions and requirements of the purchase order terms and conditions, and that the termination shall be effective as of July 31, 2021.

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

AGENDA DATE: PUBLIC HEARING DATE:	June 8, 2021 Not Applicable
CONTACT PERSON(S) NA	ME AND PHONE NUMBER:
	Norma Martinez, Director of Library Services, (915) 212-3200
	Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181
DISTRICT(S) AFFECTED:	All
STRATEGIC GOAL:	No. 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:

That the Purchasing & Strategic Sourcing Director is authorized to notify Cengage Learning, Inc. that the City is terminating Contract 2019-639 Career Online High School for convenience, pursuant to the provisions and requirements of the purchase order terms and conditions, and that the termination shall be effective as of July 31, 2021.

#### **BACKGROUND / DISCUSSION:**

Smart Horizons, the organization that administers Career Online High School (COHS), has decided to end its partnership with Cengage Learning, Inc., in favor of servicing libraries directly.

#### SELECTION SUMMARY:

N/A

CONTRACT VARIANCE: N/A

PROTEST No protest received for this requirement.

#### **PRIOR COUNCIL ACTION:**

On February 26, 2019, City Council approved the award of contract 2019-639 to Cengage Learning Inc. for a three (3) year term for a total amount of \$444,875.00.

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X YES NO

**PRIMARY DEPARTMENT: Library Services** SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**DEPARTMENT HEAD:** 

Ellen Eyberg for Norma Martinez, Norma Martinez, Director of Library Services

#### COUNCIL PROJECT FORM (Termination)

Please place the following item on the CONSENT agenda for the Council Meeting of JUNE 8, 2021.

# 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.

That the Purchasing & Strategic Sourcing Director is authorized to notify Cengage Learning, Inc. that the City is terminating Contract 2019-639 Career Online High School for convenience, pursuant to the provisions and requirements of the purchase order terms and conditions, and that the termination shall be effective as of July 31, 2021.

#### **RESOLUTION**

WHEREAS, on February 26, 2019, the City of El Paso ("City") awarded Contract No. 2019-639 Career Online High School ("Contract") to the following ("Vendor"):

1. Cengage Learning Inc.

WHEREAS, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions (Termination for Convenience) the City is authorized to terminate the Contract for convenience; and

WHEREAS, the City desires to terminate the Contract for convenience.

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

That the Purchasing & Strategic Sourcing Director is authorized to notify Vendor that the City is terminating Contract 2019-639 Career Online High School for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of July 31, 2021.

APPROVED this day of , 2021.

THE CITY OF EL PASO

Oscar Leeser, Mayor

**ATTEST:** 

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Juan S. Gonzalez Sr. Assistant City Attorney

#### **APPROVED AS TO CONTENT:**

Claudia A. Garcia

for Bruce D. Collins, Director Purchasing and Strategic Sourcing

**APPROVED AS TO CONTENT:** 

Norma D. Martinez

Norma Martinez, Director Library Services Department



Legislation Text

#### File #: 21-610, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### All Districts

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

#### AGENDA LANGUAGE:

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

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

#### Award Summary:

Discussion and action to request for the Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Orders over the next three (3) years totaling an estimated amount of \$172,125.00 to Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education the sole source provider for Career Online High School (COHS), with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The award of this contract will allow Library Department to continue with the career online high school.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: A decrease of \$272,750.00 for the initial term, which represents a 61.31% decrease due to the program distribution coming directly from Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education without a distributor.

Department: Award to:	Library Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education Pensacola, FL
Initial Term:	3 years
Total Estimated Award:	\$172,125.00 (3 years)
Account No.:	453-1000-53010-531030
Funding Source:	General Funds
Districts(s):	All
Sole Source No.:	2021-1197

#### File #: 21-610, Version: 1

This is a sole source, Service Contract.

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

AGENDA DATE: PUBLIC HEARING DATE:	June 8, 2021 Not applicable
CONTACT PERSON(S) NA	ME AND PHONE NUMBER: Norma Martinez, Director of Library Services, (915) 212-3200 Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181
DISTRICT(S) AFFECTED:	All
STRATEGIC GOAL:	No. 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:

Request for the Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Orders over the next three (3) years totaling an estimated amount of \$172,125.00 to Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education the sole source provider for Career Online High School (COHS), with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

#### BACKGROUND / DISCUSSION:

Career Online High School was developed by and is distributed exclusively by Smart Horizons Career Online for the public library market. The program offers an 18- credit online high school diploma program designed to prepare students to enter the workforce. Students earn an accredited high school diploma plus a career certificate. It is the only program of its kind.

Smart Horizons Career Online will make available to the El Paso Public Library, "Career Online High School", and an online high school which provides both a set of qualifying courses and all of the course work necessary for authorized users to receive both a career-based online high school diploma and a general career preparation certificate. The scope of services includes online assessment to identify students who can be successful in the program; customized and in-depth program implementation training for library staff facilitators who will work directly with the students; student coaching (online and by phone); student recruitment and marketing support, curriculum includes 18 credits (14 academic and 4 career); coursework in language arts, social studies, mathematics, and science, plus career electives offerings eight career tracks. Career Online High School will provide graduation materials and librarian training. Smart Horizons Career Online will provide access to the Services through a portal which is linked to the El Paso Public Library's website.

Career Online High School was granted District Accreditation from the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI), North Central Association Commission on Accreditation and School Improvement (NCA CASI), and the Northwest Accreditation Commission (NWAC) accreditation seals.

#### SELECTION SUMMARY:

N/A

### 337

CONTRACT VARIANCE: The difference in price, based on comparison to the previous contract is as follows: A decrease of \$272,750.00 for the initial term, which represents a 61.31% decrease due to the program distribution coming directly from Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education without a distributor.

#### PROTEST

No protest received for this requirement.

**PRIOR COUNCIL ACTION:** N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$172,125.00 Funding Source: General Fund Account: 453-1000-53010-531030

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT: Library Services** SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

**DEPARTMENT HEAD:** 

Ellen Enbre For Norma Martiner Norma Martinez, Director-of Library Services

#### COUNCIL PROJECT FORM (Sole Source)

Please place the following item on the **REGULAR** agenda for the Council Meeting of **June 8, 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:

Request for the Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Orders over the next three (3) years totaling an estimated amount of \$172,125.00 to Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education the sole source provider for Career Online High School (COHS), with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The award of this contract will allow Library Department to continue with the career online high school.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: A decrease of \$272,750.00 for the initial term, which represents a 61.31% decrease due to the program distribution coming directly from Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education without a distributor.

Department: Award to:	Library Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education
Initial Term: Total Estimated Award: Account No.: Funding Source: Districts(s): Sole Source No.:	Pensacola, FL 3 years \$172,125.00 (3 years) 453-1000-53010-531030 General Funds All 2021-1197

This is a sole source, Service Contract.



### **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 <u>Howard A. Liebman</u>. 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: Smart Horizons Career Online Education
- The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Career Online High School (COHS)
- 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 26th day of Masc NOTARY PUBL ANDY BENLIAN AY COMMISSION # GG 321678 PRINTED NAME EXPIRES: April 9, 2023 Bonded Thru Notary Public Underwriters MY COMMISSION EXPIRES COMPANY NAME: Smart Horizons Career Online Education ADDRESS, CITY, S TATE & ZIP CODE 25 E Nine One Half Mile Road, Pensacola FL 32534 PHONE: 305-962-6489 FAX NUMBER: CONTACT NAME AND TITLE: Howard A. Liebman, Superintendent of Schools WEB ADDRESS: WWW.shcoe.org EMAIL: hliebman@shcoe.org FEDERAL TAX ID NUMBER: 80-0503940 TEXAS SALES TAX NUMBER:

City 1 / 300 N. Campbell, 1st Floor / El Paso, Texas 79901 (915) 212-1183 / WWW.ELPASOTEXAS.GOV/PURCHASING

#### Smathorizons C A R E E R ON LINE EDUCATION 25 E Nine One Half Mile Road Pensacola, FL 32534 (866) 999-7853

#### SOLE SOURCE LETTER

March 26, 2021

To Whom It May Concern,

Thank you for your interest in Career Online High School.

This letter is to confirm that Cognia/SACS/NCA/NWAC accredited Smart Horizons Career Online Education (SHCOE), as owner, creator, and deliverer, is the sole-source provider of Career Online High School (COHS). COHS must be purchased directly from SHCOE at the address listed above. There are no other agents or dealers authorized to sell COHS.

Smart Horizons Career Online Education is the first Cognia/SACS/NCA/NWAC accredited private, national online school district in the United States. Our COHS program is unique for the following reasons:

- COHS was developed specifically for public library patrons who are non-compulsory age and dropped out of high school.
- COHS's proprietary Student Information System/Learning Management Delivery System (i.e., Nexport) is specifically designed for the delivery of the COHS program.
- COHS courses utilize a competency-based, computer-assisted instructional approach (i.e., teacher-directed, student-supported)
- COHS was designed within an educational trauma framework. COHS' curricula and Student Engagement Model helps students move beyond past educational traumas (i.e., fear of failure, lack of support) that often create barriers to engagement and academic success.
- COHS is a career-based program designed to prepare students to enter postsecondary education and training or advance in the workplace. Graduates receive a Cognia/SACS/NCA/NWAC accredited entry-level workforce certificate and a Cognia/SACS/NCA/NWAC accredited high school diploma.

There is no known adult career online high school that includes all the above components in one program. The comprehensive <u>career-based</u> curriculum created by SHCOE is completely unique. Our program meets a specific set of needs for adult learners and older youth who have dropped out of high school and/or have experienced educational trauma.

If you have any questions, please do not hesitate to contact me via email at hliebman@shcoe.org or phone (305) 962-6489.

Sincerely,

theward a

Howard A. Liebman, Ph. D. Superintendent of Schools



Legislation Text

#### File #: 21-611, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### District 4

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

#### AGENDA LANGUAGE:

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

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

#### Award Summary:

Discussion and action on the award of Solicitation 2021-0762 Joey Barraza and Vino Memorial Park Phase II to PERIKIN ENTERPRISES, LLC for an estimated award of \$4,791,485.32. The project consists of the addition of a dog park and one soccer field addition to the existing park. The improvements lie between Joey Barraza and Vino Memorial Park (formerly known as Northeast Regional Park).

Department:	Capital Improvement
Award to:	PERIKIN ENTERPRISES, LLC
	Albuquerque, NM
Items:	Base Bid I & Additive Alternate I
Initial Term:	300 Consecutive Calendar Days
Base Bid I:	\$1,568,772.02
Additive Alternate I:	\$3,222,713.30
Total Estimated Award:	\$4,791,485.32
Funding Source:	Parkland Dedication and Texas Wildlife Grant
Account:	190-4800-29010-580270-PCP13PRKA23A
	451-2670-51440-580270-GS51170033
District:	4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to PERIKIN ENTERPRISES, LLC, the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary

#### File #: 21-611, Version: 1

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.

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

AGENDA DATE:	June 8, 2021
PUBLIC HEARING DATE:	Not Applicable

#### CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:	Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845 Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181 4
STRATEGIC GOAL:	No. 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments
SUBGOAL:	4.1 – Deliver bond projects impacting quality of life across the city in a timely, efficient manner

#### SUBJECT:

Discussion and action on the award of solicitation 2021-0762 Joey Barraza and Vino Memorial Park Phase II to PERIKIN ENTERPRISES, LLC. For an estimated award of \$4,791,485.32.

#### **BACKGROUND / DISCUSSION:**

The project consists of the addition of a dog park and one soccer field addition to the existing park. The improvements lie between Joey Barraza and Vino Memorial Park (formerly known as Northeast Regional Park) located at 11270 McCombs Drive and Redstone Park and includes minor modifications to Redstone Park to accommodate the improvements.

#### **SELECTION SUMMARY:**

Solicitation was advertised on January 26, 2021 and February 2, 2021. The solicitation was posted on City website on January 26, 2021. The email (Purmail) notification was sent out on January 28, 2021. There were a total one hundred fifty-three (153) viewers online; seven (7) bids were received; six (6) from local suppliers.

#### CONTRACT VARIANCE:

N/A

#### **PROTEST**

No protest received for this requirement.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

Amount: \$4,791,485.32 Funding Source: Parkland Dedication and Texas Wildlife Grant Account: 190-4800-29010-580270-PCP13PRKA23A 451-2670-51440-580270-GS51170033

#### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

#### 

DEPARTMENT HEAD: Michael J. Vonasek

Michael J. Vonasek, P.E.

For Assistant Director of Construction Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

#### COUNCIL PROJECT FORM (Low Bid)

#### 

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **JUNE 8, 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 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner

Award Summary:

Discussion and Action on the award of solicitation 2021-0762 Joey Barraza and Vino Memorial Park Phase II to PERIKIN ENTERPRISES, LLC for an estimated award of \$4,791,485.32. The project consists of the addition of a dog park and one soccer field addition to the existing park. The improvements lie between Joey Barraza and Vino Memorial Park (formerly known as Northeast Regional Park).

Department:	Capital Improvement
Award to:	PERIKIN ENTERPRISES, LLC
	Albuquerque, NM
Item(s):	Base Bid I & Additive Alternate I
Initial Term:	300 Consecutive Calendar Days
Base Bid I:	\$1,568,772.02
Additive Alternate I:	\$3,222,713.30
Total Estimated Award:	\$4,791,485.32
Funding Source:	Parkland Dedication and Texas Wildlife Grant
Account:	190-4800-29010-580270-PCP13PRKA23A
	451-2670-51440-580270-GS51170033
District(s):	4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to PERIKIN ENTERPRISES, LLC, the lowest responsive and responsible bidder.

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

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

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

	2021-0762 Joey Barraza and Vino Memorial Park Phase II Bid Tab Summary						
No.	Bidder Name	Sum Total (Base Bid I + Addtive Alternate I)					
1	Perikin Enterprises, Inc.	\$1,568,772.02	\$3,222,713.30	\$4,791,485.32			
2	Jordan Foster Construction LLC	\$1,673,700.00	\$3,946,807.00	\$5,620,507.00			
3	Karlsruher, Inc dba CSA Constructors	\$1,946,119.84	\$3,751,223.08	\$5,697,342.92			
4	Black Stallion Contractors, Inc	\$2,181,947.47	\$3,825,360.60	\$6,007,308.07			
5	Horizone I LTD	\$2,197,321.81	\$2,993,804.20	\$5,191,126.01			
6	Pride General Contractors, LLC	\$2,110,913.34	\$3,478,395.41	\$5,589,308.75			



#### CITY OF EL PASO REVISED BID TABULATION FORM



	BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021 DEPARTMENT: Capital Improvement									
BID DA	(TE: April 28, 2	021		Black Stallion	Contractors, Inc.	Horizone Cons	struction I, LTD		construction, LLC	
					iso, TX		so, TX	El Paso, TX		
					er 1 of 7		Bidder 2 of 7		Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	
			UNIT	PRICE SCHED	DULE: BASE BI	5				
1.	1	LS	Provide and Implement Approved Traffic Control Plan	\$16,675.00	\$16,675.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	
2.	1	LS	Provide and Implement Storm Water Pollution Prevention Plan (SWPPP)	\$43,700.00	\$43,700.00	\$12,130.00	\$12,130.00	\$7,000.00	\$7,000.00	
3.	1	LS	Provide and Implement Clearing & Grubbing	\$10,925.00	\$10,925.00	\$14,250.00	\$14,250.00	\$45,000.00	\$45,000.00	
4.	1	LS	Provide and Implement Earthwork & Grading (Including Over- Excavation & Swales)	\$86,250.00	\$86,250.00	\$106,300.00	\$106,300.00	\$55,000.00	\$55,000.00	
5.	6,000	СҮ	Provide and Implement Soil Export	\$17.25	\$103,500.00	\$12.90	\$77,400.00	\$13.00	\$78,000.00	
6.	1	LS	Provide and Implement Selective Demolition	\$103,500.00	\$103,500.00	\$13,750.00	\$13,750.00	\$6,000.00	\$6,000.00	
7.	1	LS	Electrical & Lighting Improvements	\$224,250.00	\$224,250.00	\$380,700.00	\$380,700.00	\$350,000.00	\$350,000.00	
8.	5,389	SF	Provide and Install 3" Depth Desert Tan or Rainbow Screenings with Weed Fabric Underlayment	\$1.61	\$8,676.29	\$1.84	\$9,915.76	\$1.00	\$5,389.00	
9.	5,110	SF	Provide and Install 1" Desert Tan or Rainbow Rock Mulch, 3" Depth with Weed Fabric Underlayment	\$1.61	\$8,227.10	\$21.50	\$109,865.00	\$1.00	\$5,110.00	

1



#### CITY OF EL PASO REVISED BID TABULATION FORM



#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021

BID NO: 2021-0762 DEPARTMENT: Capital Improvement

	ATE. April 20, 2						-		
				Black Stallion	Contractors, Inc.	Horizone Cons	struction I, LTD	Jordan Foster C	Construction, LLC
				El Pa	aso, TX	El Pa	so, TX	El Pa	iso, TX
					er 1 of 7		r 2 of 7	Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
			UNIT	PRICE SCHED	DULE: BASE BI	D			
10.	14,880	SF	Provide and Install Broom Finished Concrete - 4" Depth	\$6.33	\$94,190.40	\$4.32	\$64,281.60	\$5.00	\$74,400.00
11.	2,860	LF	Provide and Install Concrete Curb Mow Strip	\$13.80	\$39,468.00	\$13.10	\$37,466.00	\$12.00	\$34,320.00
12.	1	EA	Provide and Install 12ft Long 5ft Wide Pre- fabricated Bridge	\$34,500.00	\$34,500.00	\$9,200.00	\$9,200.00	\$25,000.00	\$25,000.00
13.	2	EA	Provide and Install Park Name & Rules Sign	\$1,265.00	\$2,530.00	\$548.00	\$1,096.00	\$1,000.00	\$2,000.00
14.	1	EA	Provide and Install Dog Park Rule Sign	\$1,150.00	\$1,150.00	\$542.00	\$542.00	\$1,200.00	\$1,200.00
15.	3	EA	Provide and Install Dog Park Signs (Small, Big & Dangerous Dogs)	\$632.50	\$1,897.50	\$467.00	\$1,401.00	\$500.00	\$1,500.00
16.	3,761	LF	Provide and Install - Chain Link Fencing 6ft high	\$65.55	\$246,533.55	\$75.20	\$282,827.20 Contractor's Price: \$284,707.70	\$42.00	\$157,962.00
17.	24	EA	Provide and Install Chain Link Gates - 5 ft. wide, 6 ft. ht.	\$747.50	\$17,940.00	\$944.00	\$22,656.00	\$900.00	\$21,600.00
18.	235	PR	Provide and Install Garden Rock Wall	\$201.25	\$47,293.75	\$176.00	\$41,360.00	\$140.00	\$32,900.00

2





				El Pa	El Paso, TX El Pas		struction I, LTD so, TX r 2 of 7	Jordan Foster Construction, El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
			UNIT	PRICE SCHED	DULE: BASE BID	0			
19.	1,270	LF	Provide and Install Garden Rock Wall Footing	\$12.65	\$16,065.50	\$11.60	\$14,732.00	\$11.00	\$13,970.00
20.	3	EA	Provide and Install Pet Waste Station	\$977.50	\$2,932.50	\$650.00	\$1,950.00	\$500.00	\$1,500.00
21.	1	LS	Provide and Install Drinking Fountain	\$11,500.00	\$11,500.00	\$14,325.00	\$14,325.00	\$14,000.00	\$14,000.00
22.	3	EA	Provide and Install Bench	\$2,070.00	\$6,210.00	\$2,872.00	\$8,616.00	\$2,300.00	\$6,900.00
23.	3	EA	Provide and Install Trash Receptacle	\$2,070.00	\$6,210.00	\$2,991.00	\$8,973.00	\$3,400.00	\$10,200.00
24.	6	EA	Provide and Install Backstop Net for Field	\$8,625.00	\$51,750.00	\$9,769.75	\$58,618.50	\$3,200.00	\$19,200.00
25.	3	EA	Provide and Install Solar Light	\$20,700.00	\$62,100.00	\$15,250.00	\$45,750.00	\$24,000.00	\$72,000.00
26.	181,789	SF	Provide and Install Hybrid Bermuda Sod	\$1.15	\$209,057.35	\$1.25	\$227,236.25	\$1.00	\$181,789.00
27.	20	EA	Provide and Install Trees, 2" Caliper	\$609.50	\$12,190.00	\$690.00	\$13,800.00	\$350.00	\$7,000.00





	LE: Joey Barr E: April 28, 2		o Memorial Park Phase II						BID NO: 2021-0762 Apital Improvement
BID DA	(TE: April 28, 2	021		El Pa	Contractors, Inc. aso, TX er 1 of 7	El Pa	struction I, LTD so, TX r 2 of 7	Jordan Foster Construction, LL El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
			UNIT	PRICE SCHEE	DULE: BASE BI	D			
28.	250	SY	Provide and Install 6" Concrete Flume	\$82.80	\$20,700.00	\$52.65	\$13,162.50	\$150.00	\$37,500.00
29.	4	EA	Provide and Install 5ft Covered Flume Structure	\$2,875.00	\$11,500.00	\$1,600.00	\$6,400.00	\$5,000.00	\$20,000.00
30.	1	EA	Provide and Install Drop Inlet Type III - 3 Gate	\$8,050.00	\$8,050.00	\$8,625.00	\$8,625.00	\$9,000.00	\$9,000.00
31.	40	PR	12" Mortared Rock Rip-Rap	\$230.00	\$9,200.00	\$176.00	\$7,040.00	\$130.00	\$5,200.00
32.	207	LF	Provide and Install Storm System (42" Pipe)	\$230.00	\$47,610.00	\$147.00	\$30,429.00	\$180.00	\$37,260.00
33.	1	EA	Provide and Install Manhole (72")	\$9,200.00	\$9,200.00	\$10,150.00	\$10,150.00	\$8,500.00	\$8,500.00
34.	1	EA	Provide and Install Wing-wall Structure (42" Pipe)	\$5,750.00	\$5,750.00	\$4,135.00	\$4,135.00	\$11,200.00	\$11,200.00
35.	1	EA	Provide and Install 10' Depth Gauges	\$3,335.00	\$3,335.00	\$3,908.00	\$3,908.00	\$4,000.00	\$4,000.00
36.	80	LF	Provide and Install Fencing - Chain Link 4ft high	\$28.75	\$2,300.00	\$35.20	\$2,816.00	\$30.00	\$2,400.00





		o Memorial Park Phase II				r		BID NO: 2021-0762
TE. April 20, 2	021		El Pa	iso, TX	El Pa	struction I, LTD so, TX	Jordan Foster Construction, LL El Paso, TX Bidder 3 of 7	
Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
		UNIT	PRICE SCHED	DULE: BASE BI	)			
1	EA	Provide and Install Chain Link Gates – 5ft Opening x 4ft High	\$644.00	\$644.00	\$815.00	\$815.00	\$700.00	\$700.00
1	LS	Provide and Install New Irrigation System	\$345,000.00	\$345,000.00	\$389,500.00	\$389,500.00	\$220,000.00	\$220,000.00
2	EA	Provide and Install Pre-Fabricated Building for IT/Irrigation and Electrical Equipment	\$74,750.00	\$149,500.00	\$58,600.00	\$117,200.00	\$12,000.00	\$24,000.00
			Left Blank	Intentionally				
					¢0.477	224.04		
	Sum Total -	- Base Bid (Items 1-40)	\$2,082	2,010.94			\$1,613	3,700.00
Mobilizati	on (Not to exc	ceed 5% of Sum Total of Base Bid)	\$99,9	936.53	\$20,0	000.00	\$60,0	000.00
	Sum Total (B	ase Bid and Mobilization)	\$2,187	1,947.47	\$2,197,321.81 Contractor's Price: \$2,199,202.31		\$1,673,700.00	
		Bid Bond	Yes		Yes		Y	es
	Amendm				Yes		Yes	
	TE: April 28, 2 Approx. Quantity 1 1 2 Mobilization	Approx. Quantity       Unit         1       EA         1       LS         2       EA         Sum Total -         Mobilization (Not to exa         Sum Total (B	Approx. Quantity       Unit       Brief Description of Item         1       EA       Provide and Install Chain Link Gates – 5ft Opening x 4ft High         1       LS       Provide and Install New Irrigation System         2       EA       Provide and Install Pre-F abricated Building for IT/Irrigation and Electrical Equipment         Sum Total – Base Bid (Items 1-40)       Mobilization (Not to exceed 5% of Sum Total of Base Bid)         Sum Total (Base Bid and Mobilization)       Sum Total (Base Bid and Mobilization)	TE: April 28, 2021         Black Stallion El Pa Bidde         Approx. Quantity       Unit       Brief Description of Item       Unit Price (In Figures)         1       EA       Provide and Install Chain Link Gates – 5ft Opening x 4ft High       \$644.00         1       LS       Provide and Install New Irrigation System       \$345,000.00         2       EA       Provide and Install Pre-Fabricated Building for IT/Irrigation and Electrical Equipment       \$74,750.00         Left Blank         Sum Total – Base Bid (Items 1-40)       \$2,083         Sum Total – Base Bid (Items 1-40)       \$2,083         Bid Bond	TE: April 28, 2021         Black Stallion Contractors, inc. El Paso, TX Bidder 1 of 7         Approx. Quantity       Unit       Brief Description of Item       Unit Price (In Figures)       Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals         1       EA       Provide and Install Chain Link Gates – 5ft Opening x 4ft High       \$644.00       \$644.00         1       LS       Provide and Install New Irrigation System       \$345,000.00       \$345,000.00         2       EA       Provide and Install New Irrigation System       \$345,000.00       \$149,500.00         2       EA       Provide and Install Pre-Fabricated Building for IT/Irrigation and Electrical Equipment       \$74,750.00       \$149,500.00         2       EA       Provide and Install Pre-Fabricated Building for IT/Irrigation and Electrical Equipment       \$2,082,010.94         Mobilization (Not to exceed 5% of Sum Total of Base Bid)       \$99,936.53         Sum Total (Base Bid and Mobilization)       \$2,181,947.47	TE: April 28, 2021       Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 7     Horizone Com El Paso, TX Bidder 1 of 7       Approx. Quantity     Unit     Brief Description of Item     Unit Price (In Figures)     Total Amount Quantity X Unit Price) Do Not Round Only Two Decimals     Unit Price (In Figures)     Init Price Only Two Decimals     Unit Price (In Figures)       1     EA     Provide and Install Chain Link Gates – Sft Opening x 4ft High     \$644.00     \$644.00     \$815.00       1     LS     Provide and Install New Irrigation System     \$345,000.00     \$345,000.00     \$389,500.00       2     EA     Provide and Install Pre-Fabricated Building for IT/Irrigation and Electrical Equipment     \$74,750.00     \$149,500.00     \$58,600.00       Left Blank Intentionally       Sum Total – Base Bid (Items 1-40)     \$2,082,010.94     \$2,177 Contractor's Pric       Mobilization (Not to exceed 5% of Sum Total of Base Bid)     \$99,936.53     \$20,00       Sum Total (Base Bid and Mobilization)     \$2,181,947.47     \$2,197 Contractor's Pric	TE: April 28, 2021         Terministication contractors, Inc. EI Paso, TX Bidder 1 of 7         Horizone Construction I, LTD EI Paso, TX Bidder 2 of 7           Approx. Quantity         Unit         Brief Description of Item         Unit Price (In Figures)         Total Amount (Quantity X) Unit Price) Do Not Round Only Two Decimals         Unit Price (In Figures)         Total Amount (Quantity X) Unit Price) Do Not Round Only Two Decimals           1         EA         Provide and Install Chain Link Gates – 5ft Opening x 4ft High         \$644.00         \$644.00         \$815.00         \$815.00         \$815.00           1         LS         Provide and Install New Irrigation System         \$345,000.00         \$345,000.00         \$389,500.00         \$389,500.00         \$117,200.00           2         EA         Provide and Install Pre-Fabricated Building for IT/Irrigation and Electrical Equipment         \$74,750.00         \$149,500.00         \$58,600.00         \$117,200.00           2         EA         Provide and Install Pre-Fabricated Building for IT/Irrigation and Electrical Equipment         \$74,750.00         \$149,500.00         \$58,600.00         \$117,200.00           4         Mobilization (Not to exceed 5% of Sum Total of Base Bid)         \$99,936.53         \$20,000.00         \$2,197,321.81 Contractor's Price: \$2,199,202.31           Mobilization (Not to exceed 5% of Sum Total of Base Bid)         \$99,936.53 <td< td=""><td>DEFARITION: Colspan="4"&gt;DEFARITION: Colspan="4" Defarition: Colspa</td></td<>	DEFARITION: Colspan="4">DEFARITION: Colspan="4" Defarition: Colspa





BID NO: 2021-0762 BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021 **DEPARTMENT: Capital Improvement** Black Stallion Contractors, Inc. Horizone Construction I, LTD Jordan Foster Construction, LLC El Paso, TX El Paso, TX El Paso, TX Bidder 1 of 7 Bidder 2 of 7 Bidder 3 of 7 **Total Amount Total Amount** Total Amount (Quantity X (Quantity X (Quantity X Unit Price Unit Price) Unit Price Unit Price) **Unit Price** Unit Price) Item Approx. Unit **Brief Description of Item** No. Quantity (In Figures) Do Not Round (In Figures) Do Not Round (In Figures) Do Not Round **Only Two Only Two Only Two** Decimals Decimals Decimals Additive Alternate I Provide and Install Electrical & Lighting LS 1. 1 \$373,750.00 \$373,750.00 \$135,900.00 \$135,900.00 \$1,205,000.00 \$1,205,000.00 Improvements LS \$74,750.00 \$85,000.00 2. Earthwork and Grading - Cut to Fill \$74,750.00 \$50,900.00 \$50,900.00 \$85,000.00 1 LS Earthwork and Grading - Cut to Waste \$62.790.00 \$62,790.00 \$111.700.00 \$111.700.00 \$6.000.00 3. 1 \$6.000.00 Provide and Install 2" HMAC/5" Base 4. 5,480 SY \$24.15 \$132,342.00 \$18.66 \$102,256.80 \$25.00 \$137,000.00 Coarse/8" Scarified 135 SY Provide and Install Concrete Speed Table 5. \$115.00 \$15,525.00 \$67.05 \$9,051.75 \$180.00 \$24,300.00 582 LF Provide and Install 6" Standard Curb \$12.65 \$7,362.30 6. \$10.85 \$6,314.70 \$18.00 \$10,476.00 Provide and Install Broom Finished 7. 736 SY \$93.15 \$68,558,40 \$45.90 \$33,782.40 \$80.00 \$58.880.00 Concrete - 7" Depth 8. 6 EA Provide and Install ADA Ramp \$1.035.00 \$6.210.00 \$1.080.00 \$6.480.00 \$1.100.00 \$6.600.00 Provide and Install Pavement Marking 9. 7 EA \$345.00 \$2.415.00 \$583.00 \$4.081.00 \$80.00 \$560.00 (ADA Wheelchair Symbol)





(Quantity X

Unit Price)

**Only Two** 

Decimals

\$720.00

\$2,240.00

\$4,900.00

\$9,100.00

BID NO: 2021-0762 BID TITLE: Joev Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021 **DEPARTMENT:** Capital Improvement Black Stallion Contractors, Inc. Horizone Construction I, LTD Jordan Foster Construction, LLC El Paso, TX El Paso, TX El Paso, TX Bidder 3 of 7 Bidder 1 of 7 Bidder 2 of 7 **Total Amount Total Amount** Total Amount (Quantity X (Quantity X **Unit Price** Unit Price) Unit Price Unit Price) **Unit Price** Item Approx. **Brief Description of Item** Unit No. Quantity (In Figures) Do Not Round (In Figures) Do Not Round (In Figures) Do Not Round **Only Two Only Two** Decimals Decimals Additive Alternate I Provide and Install Pavement Marking 10. 6 EA \$345.00 \$2,070.00 \$935.00 \$5,610.00 \$120.00 (ADA Access Aisle) 11. 2,240 LF Provide and Install 4" Pavement Striping \$1.73 \$3,875.20 \$3.20 \$7,168.00 \$1.00 7 12. ΕA Provide and Install Handicap Signage \$920.00 \$6,440.00 \$630.00 \$4,410.00 \$700.00 Provide and Install 12" Mortared 13. 70 PR \$241.50 \$16,905.00 \$157.50 \$11,025.00 \$130.00 Rock Rip-Rap

14.	30	SY	Provide and Install 6" Concrete Rip-Rap	\$138.00	\$4,140.00	\$85.80	\$2,574.00	\$60.00	\$1,800.00
15.	130	SY	Provide and Install 6" Reinforced Concrete Flume	\$74.75	\$9,717.50	\$44.50	\$5,785.00	\$150.00	\$19,500.00
16.	2	EA	Provide and Install 5.0' Covered Flume Structure	\$2,875.00	\$5,750.00	\$1,535.00	\$3,070.00	\$6,000.00	\$12,000.00
17.	270	LF	Provide and Install 18" SantiTiteHP Pipe	\$69.00	\$18,630.00	\$34.50	\$9,315.00	\$80.00	\$21,600.00
18.	9	EA	Provide and Install Safety End Treatment	\$3,450.00	\$31,050.00	\$696.00	\$6,264.00	\$2,500.00	\$22,500.00





	D TITLE: Joey Barraza and Vino Memorial Park Phase II D DATE: April 28, 2021 DEPARTMENT: Capital Improvement										
	F -7	-		Black Stallion	Contractors, Inc.	Horizone Cons	struction I, LTD	1	Construction, LLC		
				El Pa	iso, TX	El Pa	so, TX	El Pa	so, TX		
				Bidde	er 1 of 7	Bidde	r 2 of 7	Bidder 3 of 7			
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
				Additive Al	ternate I		I	1			
19.	1	EA	Provide and Install 10' Pond Depth Gauge	\$3,335.00	\$3,335.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00		
20.	1	EA	Provide & Implement Additional Stormwater Pollution Prevention	\$21,275.00	\$21,275.00	\$10,850.00	\$10,850.00	\$13,000.00	\$13,000.00		
21.	1	LS	Provide & Implement Additional Traffic Control	\$9,775.00	\$9,775.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00		
22.	1	LS	Provide & Implement Additional Clearing & Grubbing	\$13,110.00	\$13,110.00	\$12,750.00	\$12,750.00	\$95,000.00	\$95,000.00		
23.	1	LS	Provide Soil Export	\$238,004.00	\$238,004.00	\$56,300.00	\$56,300.00	\$3,000.00	\$3,000.00		
24.	1	LS	Provide & Implement Selective Demolition	\$23,000.00	\$23,000.00	\$12,300.00	\$12,300.00	\$25,000.00	\$25,000.00		
25.	2,270	LF	Provide and Install 6" Curb and Gutter	\$19.55	\$44,378.50	\$13.00	\$29,510.00	\$15.00	\$34,050.00		
26.	582	LF	Provide and Install 6" Standard Curb	\$13.80	\$8,031.60	\$10.70	\$6,227.40	\$14.00	\$8,148.00		
27.	15	EA	Provide and Install Concrete Parking Stop	\$172.50	\$2,587.50	\$224.30	\$3,364.50	\$130.00	\$1,950.00		



BID TITLE: Joey Barraza and Vino Memorial Park Phase II

## CITY OF EL PASO REVISED BID TABULATION FORM



BID NO: 2021-0762

	TE: April 28, 2						Ľ	- DEPARTMENT: Ca	pital Improvemen	
				El Pa	Contractors, Inc. aso, TX er 1 of 7	El Pa	Horizone Construction I, LTD El Paso, TX Bidder 2 of 7		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	
				Additive Al	ternate I	•				
28.	40	LF	Provide and Install 18" High Rock Wall with Footing & Concrete Cap	\$74.75	\$2,990.00	\$20.00	\$800.00	\$45.00	\$1,800.00	
29.	19,905	SF	Provide and Install 3" Depth Desert Tan or Rainbow Screenings with Weed FabricUnderlayment	\$1.61	\$32,047.05	\$1.65	\$32,843.25	\$1.00	\$19,905.00	
30.	21,310	SF	Provide and Install 3" Depth Grey Stabilized Screenings.	\$3.45	\$73,519.50	\$3.50	\$74,585.00	\$1.00	\$21,310.00	
31.	19,295	SF	Provide and Install 1" Desert Tanor Rainbow Rock Mulch, 3" Depthwith Weed Fabric Underlayment	\$1.61	\$31,064.95	\$1.60	\$30,872.00	\$1.00	\$19,295.00	
32.	94,770	SF	Provide and Install 2"-4" AntiqueGrey Rock Mulch, 3" Depth with Weed Fabric Underlayment	\$1.67	\$158,265.90	\$1.70	\$161,109.00	\$1.00	\$94,770.00	
33.	8,840	SF	Provide and Install EngineeredWood Fiber 4" Depth	\$1.15	\$10,166.00	\$1.17	\$10,342.80	\$1.00	\$8,840.00	
34.	6,298	SF	Provide and Install Engineered Wood Fiber 12" Depth	\$3.34	\$21,035.32	\$3.40	\$21,413.20	\$3.00	\$18,894.00	
35.	1,040	SF	Provide and Install Synthetic Turfover Fall Surface and Sub Base	\$32.43	\$33,727.20	\$17.50	\$18,200.00	\$34.00	\$35,360.00	
36.	6,659	SF	Provide and Install Poured-In- Place Playground Surfacing over Concrete Sub Base	\$28.18	\$187,650.62	\$32.25	\$214,752.75	\$30.00	\$199,770.00	



----

## CITY OF EL PASO REVISED BID TABULATION FORM



	۲LE: Joey Barr ۲E: April 28, 2		o Memorial Park Phase II				C		BID NO: 2021-0762
				El Pa	Contractors, Inc. aso, TX er 1 of 7	El Pa	struction I, LTD so, TX r 2 of 7	Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ternate I				
37.	511	SF	Provide and Install 12" Min. DepthSand Area	\$5.75	\$2,938.25	\$6.85	\$3,500.35	\$3.00	\$1,533.00
38.	44	LF	Provide and Install 24" Depth Concrete Curb Mow Strip	\$40.25	\$1,771.00	\$22.10	\$972.40	\$13.00	\$572.00
39.	17,500	SF	Provide and Install Broom Finished Concrete - 4" Depth	\$6.90	\$120,750.00	\$3.70	\$64,750.00	\$5.00	\$87,500.00
40.	1,120	SF	Provide and Install Bomanite Sandscape Finished Concrete 4" Depth	\$9.20	\$10,304.00	\$7.80	\$8,736.00 Contractor's Price: \$136,500.00	\$12.00	\$13,440.00
41.	8,210	SF	Provide and Install Salt Finished Concrete - 4" Depth	\$9.20	\$75,532.00	\$4.45	\$36,534.50 Contractor's Price: \$4,984.00	\$7.00	\$57,470.00
42.	1,953	LF	Provide and Install - Chain Link Fencing 6ft high	\$65.55	\$128,019.15	\$68.70	\$134,171.10	\$39.00	\$76,167.00
43.	2,000	LF	Provide and Install 8" Depth Concrete Curb Mow Strip	\$12.65	\$25,300.00	\$11.30	\$22,600.00	\$12.00	\$24,000.00
44.	8	EA	Provide and Install Chain Link Gates - 5 ft wide, 6 ft. ht.	\$747.50	\$5,980.00	\$875.00	\$7,000.00	\$900.00	\$7,200.00
45.	4	EA	Provide and Install Chain Link Gates - 5 ft wide, 8 ft. ht.	\$862.50	\$3,450.00	\$991.50	\$3,966.00	\$1,000.00	\$4,000.00





	-		o Memorial Park Phase II				-		BID NO: 2021-0762
BID DA	TE: April 28, 2	021		Black Stallion	Contractors, Inc.	Horizone Con	L struction I, LTD		onstruction, LLC
					iso, TX er 1 of 7		so, TX r 2 of 7	El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
		Γ		Additive Al	ternate I				
46.	733	LF	Provide and Install 4ft ht. Rockwall with Wrought Iron Fence (2'+2')	\$129.95	\$95,253.35	\$120.40	\$88,253.20	\$75.00	\$54,975.00
47.	2	EA	Provide and Install Wrought Iron Double Gates (2-5') - 10 ft wide 4ft. ht. and components	\$920.00	\$1,840.00	\$1,750.00	\$3,500.00	\$2,500.00	\$5,000.00
48.	2	EA	Provide and Install Wrought IronDouble Gates (2-6') - 12 ft wide 4 ft. ht.	\$1,092.50	\$2,185.00	\$83.30	\$166.60	\$1,600.00	\$3,200.00
49.	1	EA	Provide and Install Drinking Fountain	\$11,500.00	\$11,500.00	\$6,600.00	\$6,600.00	\$6,000.00	\$6,000.00
50.	4	EA	Provide and Install Bench	\$2,070.00	\$8,280.00	\$2,600.00	\$10,400.00	\$2,300.00	\$9,200.00
51.	1	EA	Provide and Install Trash Receptacle	\$2,070.00	\$2,070.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
52.	9	EA	Provide and Install Backstop Net for Field (65 ft. Length)	\$8,625.00	\$77,625.00	\$8,750.00	\$78,750.00	\$3,200.00	\$28,800.00
53.	6	EA	Provide and Install Distance Marker	\$862.50	\$5,175.00	\$356.50	\$2,139.00	\$600.00	\$3,600.00
54.	1	EA	Provide and Install ADA Compliant 3 Seats Picnic Table and Metal Canopy	\$14,950.00	\$14,950.00	\$15,050.00	\$15,050.00	\$13,000.00	\$13,000.00





	LE: Joey Barr TE: April 28, 2		Memorial Park Phase II				[		BID NO: 2021-0762
				Black Stallion	Contractors, Inc.	Horizone Con	struction I, LTD		construction, LLC
					aso, TX er 1 of 7		so, TX or 2 of 7	El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Al	ternate I	-			
55.	3	EA	Provide and Install 30'x30' Metal Canopy for Playground	\$61,525.00	\$184,575.00	\$54,400.00	\$163,200.00	\$60,000.00	\$180,000.00
56.	1	EA	Provide and Install Saddle Spinner Play Piece	\$1,610.00	\$1,610.00	\$1,630.00	\$1,630.00	\$1,500.00	\$1,500.00
57.	1	EA	Provide and Install Oodle Swing Play Piece	\$8,452.50	\$8,452.50	\$8,700.00	\$8,700.00	\$8,000.00	\$8,000.00
58.	1	EA	Provide and Install Omnisping Spinner Play Piece	\$12,650.00	\$12,650.00	\$12,770.00	\$12,770.00	\$12,000.00	\$12,000.00
59.	1	EA	Provide and Install Friendship Swing Play Piece	\$4,979.50	\$4,979.50	\$5,130.00	\$5,130.00	\$5,000.00	\$5,000.00
60.	1	EA	Provide and Install Geoplex Climbing Wall Play 3 Pieces	\$8,108.65	\$8,108.65	\$8,300.00	\$8,300.00	\$8,000.00	\$8,000.00
61.	1	EA	Provide and Install 4 Bay Swing Set Play Piece	\$10,131.50	\$10,131.50	\$10,300.00	\$10,300.00	\$10,000.00	\$10,000.00
62.	1	EA	Provide and Install Zipkrooz With Assisted Additional Bay Play Piece	\$34,155.00	\$34,155.00	\$995.00	\$995.00	\$32,000.00	\$32,000.00
63.	1	EA	Provide and Install Playbooster Play Structure	\$171,350.00	\$171,350.00	\$175,000.00	\$175,000.00	\$195,000.00	\$195,000.00





	LE: Joey Barr E: April 28, 2		o Memorial Park Phase II				[		BID NO: 2021-0762 apital Improvement
				Black Stallion	Contractors, Inc.	Horizone Cons	struction I, LTD	Jordan Foster 0	Construction, LLC
					iso, TX		so, TX		iso, TX
1				Bidde	er 1 of 7	Bidde	r 2 of 7	Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Al	ternate I				
64.	1	EA	Provide and Install 2 Bay Toddler Swing Set Play Piece	\$2,760.00	\$2,760.00	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00
65.	1	EA	Provide and Install Elevated Sand Table Play Piece	\$4,715.00	\$4,715.00	\$4,780.00	\$4,780.00	\$4,500.00	\$4,500.00
66.	1	EA	Provide and Install Accessible Superscoop Play Piece	\$1,552.50	\$1,552.50	\$1,630.00	\$1,630.00	\$1,500.00	\$1,500.00
67.	3	EA	Provide and Install Cozy Domes Play Piece	\$8,050.00	\$24,150.00	\$8,165.00	\$24,495.00	\$7,000.00	\$21,000.00
68.	1	EA	Provide and Install Roller TablePlay Piece	\$18,170.00	\$18,170.00	\$18,660.00	\$18,660.00	\$16,000.00	\$16,000.00
69.	1	EA	Provide and Install Bobble RiderPlay Piece	\$1,874.50	\$1,874.50	\$1,925.00	\$1,925.00	\$1,700.00	\$1,700.00
70.	1	EA	Provide and Install Six Piece Rhapsody Instruments	\$32,200.00	\$32,200.00	\$32,600.00	\$32,600.00	\$28,000.00	\$28,000.00
71.	1	EA	Provide and Install Healthbeat Hand Cycler	\$5,175.00	\$5,175.00	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00
72.	1	EA	Provide and Install Healthbeat TaiChi Wheels	\$4,485.00	\$4,485.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00





	BID NO: 2021-0762 BID DATE: April 28, 2021 DEPARTMENT: Capital Improvement											
				El Pa	Contractors, Inc. Iso, TX er 1 of 7	El Pa	struction I, LTD so, TX r 2 of 7	Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 7				
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
				Additive Al	ternate I		•					
73.	6	EA	Provide and Install Removable Bollards	\$1,380.00	\$8,280.00	\$1,458.00	\$8,748.00	\$1,300.00	\$7,800.00			
74.	7	EA	Provide and Install Handicap Parking Sign	\$862.50	\$6,037.50	\$733.30	\$5,133.10	\$700.00	\$4,900.00			
75.	228,862	SF	Provide and Install Hybrid Bermuda Sod	\$1.15	\$263,191.30	\$1.10	\$251,748.20	\$1.00	\$228,862.00			
76.	168	EA	Provide and Install Shrubs, 5 Gal.	\$28.75	\$4,830.00	\$29.15	\$4,897.20	\$40.00	\$6,720.00			
77.	132	EA	Provide and Install Trees, 2" Caliper	\$609.50	\$80,454.00	\$618.00	\$81,576.00	\$350.00	\$46,200.00			
78.	1	EA	Provide and Install 4" Irrigation Meter	\$17,250.00	\$17,250.00	\$17,500.00	\$17,500.00	\$10,000.00	\$10,000.00			
79.	1	LS	Provide and Install New Irrigation System	\$319,700.00	\$319,700.00	\$383,800.00	\$383,800.00	\$150,000.00	\$150,000.00			
80.	1	LS	Provide and Install New Irrigation System	\$18,400.00	\$18,400.00	\$500.00	\$500.00	\$25,000.00	\$25,000.00			
81.	1	LS	Provide and Install Plumbing for Pre-Fabricated Restroom	\$51,750.00	\$51,750.00	\$4,490.00	\$4,490.00	\$170,000.00	\$170,000.00			





BID TIT	LE: Joey Barr	aza and Vino	Memorial Park Phase II					E	BID NO: 2021-0762
BID DA	TE: April 28, 2	021		•			[	DEPARTMENT: Ca	pital Improvement
				Black Stallion Contractors, Inc.		Horizone Cons	struction I, LTD	Jordan Foster Construction, LL	
				El Paso, TX El Paso, T Bidder 1 of 7 Bidder 2 o		•	El Paso, TX Bidder 3 of 7		
ltem No.	'' Unit Brief Description of Item					Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Al	ternate I				
82.				Left Blank	<pre>c Intentionally</pre>				
	Su	n Total – Add	itive Alternate I (Items 1-82)	\$3,650	0,153.24	\$2,948	,804.20	\$3.82	1,807.00
				Contractor's Pri	ce: \$3,650,153.00	Contractor's Price	e: \$3,045,017.70	<i>vo</i> ,o <u>-</u>	.,
	Mobilizati	on (Not to exc	eed 5% of Sum Total of Base Bid)	\$175	,207.36	\$45,000.00		\$125,	,000.00
	Sum	Total (Additiv	e Alternate I and Mobilization)	\$3,825,360.60		\$2,993,804.20 Contractor's Price: \$3,090,017.70		\$3,946,807.00	





			o Memorial Park Phase II				_		BID NO: 2021-0762
BID DA	.TE: April 28, 2	.021		El Pa	Contractors, Inc. Iso, TX er 1 of 7	El Pa	truction I, LTD so, TX r 2 of 7	DEPARTMENT: Capital Improveme Jordan Foster Construction, LL El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate II	-		-	
1.	1	LS	Provide and Implement Additional Clearing & Grubbing	\$4,600.00	\$4,600.00	\$18,000.00	\$18,000.00	\$45,000.00	\$45,000.00
2.	1	LS	Provide and Implement Additional Approved Traffic Control	\$5,750.00	\$5,750.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00
3.	1	LS	Provide and Install Electrical & Lighting Improvements	\$1,914,261.25	\$1,914,261.25	\$1,300,000.00	\$1,300,000.00	\$2,150,000.00	\$2,150,000.00
4.	1	LS	Provide Earthwork and Grading -Cut to Fill	\$44,275.00	\$44,275.00	\$63,135.00	\$63,135.00	\$85,000.00	\$85,000.00
5.	1	LS	Provide Earthwork and Grading -Cut to Waste	\$55,775.00	\$55,775.00	\$132,300.00	\$132,300.00	\$5,000.00	\$5,000.00
6.	30	LF	Provide and Install Storm Drainage Improvements - 12"SantiTiteHP Pipe	\$115.00	\$3,450.00	\$145.25	\$4,357.50	\$60.00	\$1,800.00
7.	2	EA	Provide and Install Storm Drainage Improvements - SafetyEnd Treatment	\$3,450.00	\$6,900.00	\$1,070.00	\$2,140.00	\$2,500.00	\$5,000.00
8.	1	LS	Provide and Implement Additional Stormwater Pollution Prevention	\$5,750.00	\$5,750.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00
9.	1	LS	Provide Soil Export	\$152,950.00	\$152,950.00	\$72,500.00	\$72,500.00	\$2,000.00	\$2,000.00





	BID NO: 2021-0762 BID DATE: April 28, 2021 DEPARTMENT: Capital Improvement										
	•				Contractors, Inc.		struction I, LTD		Construction, LLC		
					aso, TX er 1 of 7		so, TX r 2 of 7		so, TX er 3 of 7		
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
				Additive Alt	ternate II						
10.	1	LS	Provide and Implement Selective Demolition	\$5,175.00	\$5,175.00	\$14,100.00	\$14,100.00	\$3,000.00	\$3,000.00		
11.	15,805	SF	Provide and Install 3" Depth Desert Tan or Rainbow Screenings with Weed Fabric Underlayment	\$1.61	\$25,446.05	\$1.90	\$30,029.50	\$1.00	\$15,805.00		
12.	200	SF	Provide and Install 1" Desert Tanor Rainbow Rock Mulch, 3" Depthwith Weed Fabric Underlayment	\$1.76	\$352.00	\$2.00	\$400.00	\$1.00	\$200.00		
13.	11,540	SF	Provide and Install Engineered Wood Fiber, 12" Depth	\$3.34	\$38,543.60	\$4.00	\$46,160.00	\$3.50	\$40,390.00		
14.	5,720	SF	Provide and Install Broom Finished Concrete 4" Depth	\$6.33	\$36,207.60	\$4.60	\$26,312.00	\$6.00	\$34,320.00		
15.	5,050	SF	Provide and Install Bomanite Sandscape Finished Concrete 4" Depth	\$9.20	\$46,460.00	\$5.00	\$25,250.00	\$10.00	\$50,500.00		
16.	1,860	SF	Provide and Install Salt Finished Concrete - 4" Depth	\$9.20	\$17,112.00	\$4.65	\$8,649.00	\$5.00	\$9,300.00		
17.	1,660	LF	Provide and Install - Chain Link Fencing 6ft high	\$65.55	\$108,813.00	\$79.50	\$131,970.00	\$38.00	\$63,080.00		
18.	1,750	LF	Provide and Install 8" Depth Concrete Curb Mow Strip	\$13.80	\$24,150.00	\$13.50	\$23,625.00	\$13.00	\$22,750.00		





	LE: Joey Barr E: April 28, 2		o Memorial Park Phase II					DEPARTMENT: Ca	BID NO: 2021-0762 apital Improvement
				El Pa	Contractors, Inc. aso, TX er 1 of 7	El Pa	struction I, LTD so, TX r 2 of 7	Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate II				
19.	4	EA	Provide and Install Chain Link Gates - 5 ft wide, 6 ft. ht.	\$747.50	\$2,990.00	\$1,070.00	\$4,280.00	\$800.00	\$3,200.00
20.	2	EA	Provide and Install Chain Link Gates - 10 ft wide, 6 ft. ht.	\$1,495.00	\$2,990.00	\$2,475.00	\$4,950.00	\$1,200.00	\$2,400.00
21.	1	EA	Provide and Install ADA Compliant 3 Seats Picnic Table and Metal Canopy	\$15,582.50	\$15,582.50	\$18,200.00	\$18,200.00	\$14,000.00	\$14,000.00
22.	1	EA	Provide and Install 4 Seats Picnic Table and Metal Canopy	\$16,100.00	\$16,100.00	\$18,500.00	\$18,500.00	\$15,000.00	\$15,000.00
23.	6	EA	Provide and Install Aluminum Bleachers with Galvanized SteelChain Link Guardrail	\$8,280.00	\$49,680.00	\$9,625.00	\$57,750.00	\$7,500.00	\$45,000.00
24.	3	EA	Provide and Install Trash Receptacle	\$2,070.00	\$6,210.00	\$1,335.00	\$4,005.00	\$3,000.00	\$9,000.00
25.	32	EA	Provide and Install Shrubs, 5 Gal.	\$28.75	\$920.00	\$33.45	\$1,070.40	\$40.00	\$1,280.00
26.	76	EA	Provide and Install Trees, 2"Caliper	\$609.50	\$46,322.00	\$709.00	\$53,884.00	\$350.00	\$26,600.00
27.	210,090	SF	Provide and Install HybridBermuda Sod	\$1.15	\$241,603.50	\$1.27	\$266,814.30	\$1.00	\$210,090.00





	LE: Joey Barr TE: April 28, 2		Memorial Park Phase II				ſ		BID NO: 2021-0762 apital Improvement
				Black Stallion Contractors, Inc.		Horizone Construction I, LTD		Jordan Foster Construction, LLC	
				El Paso, TX		El Paso, TX		El Paso, TX	
				Bidder 1 of 7		Bidder 2 of 7		Bidde	er 3 of 7
ltem No.	Approx. Quantity Unit Brief Description of Item		Unit Price (In Figures)	(Quantity X(Quantity XPriceUnit Price)Unit PriceUnit Price)Unit PriceUnit Price)		Unit Price) Do Not Round Only Two	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	
				Additive Alt	ernate II				
28.	1	LS	Provide and Install IrrigationSystem Additions	\$283,475.00	\$283,475.00	\$329,500.00	\$329,500.00	\$175,000.00	\$175,000.00
29.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$151,768.49	\$151,768.49	\$6,700.00	\$6,700.00	\$40,000.00	\$40,000.00
	Sun	n Total – Addi	itive Alternate II (Items 1-29)	\$3,313	3,611.99	\$2,681	,081.70	\$3,082	2,715.00





	LE: Joey Barr TE: April 28, 2		o Memorial Park Phase II				ſ		BID NO: 2021-0762
				Black Stallion	Contractors, Inc.	Horizone Cons	struction I, LTD	Jordan Foster C	construction, LLC
					iso, TX er 1 of 7		so, TX r 2 of 7	El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate III				
1.	1	LS	Provide and Install Pre-Fabricated Restroom Building and Foundation	\$74,750.00	\$74,750.00	\$70,000.00	\$70,000.00	\$240,000.00	\$240,000.00
2.	775	SF	Provide and Install 1" Desert Tanor Rainbow Rock Mulch, 3" Depth with Weed Fabric Underlayment	\$1.98	\$1,534.50	\$3.00	\$2,325.00	\$1.50	\$1,162.50
3.	400	SF	Provide and Install Broom Finished Concrete -4" Depth	\$6.33	\$2,532.00	\$10.00	\$4,000.00	\$6.00	\$2,400.00
4.	40	LF	Provide and Install 18" High RockWall with Footing & Concrete Cap	\$74.75	\$2,990.00	\$87.75	\$3,510.00	\$40.00	\$1,600.00
5.	1	EA	Provide and Install Drinking Fountain	\$28,750.00	\$28,750.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
6.	1	LS	Provide and Install Electrical to supply Pre-Fabricated Restroom	\$39,100.00	\$39,100.00	\$12,500.00	\$12,500.00	\$8,000.00	\$8,000.00
7.	1	LS	Provide and Install Plumbingimprovements to supply Pre-Fabricated Restroom	\$51,750.00	\$51,750.00	\$9,600.00	\$9,600.00	\$30,000.00	\$30,000.00
8.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$10,302.31	\$10,302.31	\$8,700.00	\$8,700.00	\$16,000.00	\$16,000.00
9.	1	LS	Provide and Implement Additional Approved Traffic Control	\$4,025.00	\$4,025.00	\$4,400.00	\$4,400.00	\$2,000.00	\$2,000.00





#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021

BID NO: 2021-0762 DEPARTMENT: Capital Improvement

BID DA	TE: April 28, 2	021							apital improvement
				Black Stallion Contractors, Inc.		Horizone Construction I, LTD		Jordan Foster Construction, LLC	
				El Pa	aso, TX	El Pa	so, TX	El Pa	iso, TX
				Bidde	er 1 of 7	Bidde	r 2 of 7	Bidde	er 3 of 7
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate III				
10.	1	LS	Provide and Install IrrigationSystem Additions	\$9,200.00	\$9,200.00	\$14,100.00	\$14,100.00	\$12,000.00	\$12,000.00
	Sum	n Total – Addi	tive Alternate III (Items 1-10)	\$224,933.81		\$139,135.00		\$319,162.50	





BID NO: 2021-0762

BID TITLE: Joey Barraza and Vino Memorial Park Phase II

BID NOTE: April 28, 2021 BID DATE: April 28, 2021									
				El Pa	Contractors, Inc. aso, TX er 1 of 7	El Pa	struction I, LTD so, TX er 2 of 7	Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate IV	-		-	
1.	1	EA	Provide and Install Healthbeat Elliptical	\$13,156.00	\$13,156.00	\$18,700.00	\$18,700.00	\$16,000.00	\$16,000.00
2.	1	EA	Provide and Install Healthbeat Pull Up Dip	\$3,973.25	\$3,973.25	\$5,700.00	\$5,700.00	\$4,000.00	\$4,000.00
3.	1	EA	Provide and Install Healthbeat Chest/Back Press	\$9,349.50	\$9,349.50	\$13,300.00	\$13,300.00	\$9,000.00	\$9,000.00
4.	1	EA	Provide and Install Healthbeat Balance Steps	\$4,715.00	\$4,715.00	\$6,650.00	\$6,650.00	\$5,000.00	\$5,000.00
5.	1	EA	Provide and Install Healthbeat Squat Press	\$9,372.50	\$9,372.50	\$13,250.00	\$13,250.00	\$9,000.00	\$9,000.00
6.	1	EA	Provide and Install Healthbeat ABCrunch/Leg Lift	\$3,910.00	\$3,910.00	\$5,525.00	\$5,525.00	\$4,000.00	\$4,000.00
7.	1	EA	Provide and Install Healthbeat Cardio Stepper	\$11,730.00	\$11,730.00	\$16,575.00	\$16,575.00	\$12,000.00	\$12,000.00
8.	1	EA	Provide and Install Healthbeat Plyometrics	\$4,715.00	\$4,715.00	\$6,660.00	\$6,660.00	\$5,000.00	\$5,000.00
9.	1	EA	Provide and Install Fitcore Globed Grasp Overhead	\$7,245.00	\$7,245.00	\$6,660.00	\$6,660.00	\$7,000.00	\$7,000.00





BID NO: 2021-0762

BID TITLE: Joey Barraza and Vino Memorial Park Phase II

BID DA	TE: April 28, 20	U21		Black Stallion	Contractors, Inc.	Horizone Con	struction I, LTD		apital Improvement
				El Pa	aso, TX er 1 of 7	El Pa	struction 1, ETD iso, TX er 2 of 7	El Pa	so, TX or 3 of 7
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate IV			•	
10.	1	EA	Provide and Install Angled Overhead Ladder	\$9,315.00	\$9,315.00	\$13,100.00	\$13,100.00	\$9,000.00	\$9,000.00
11.	1	EA	Provide and Install Fitcore WheelBridge Overhead	\$6,095.00	\$6,095.00	\$8,600.00	\$8,600.00	\$6,000.00	\$6,000.00
12.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$4,149.66	\$4,149.66	\$4,100.00	\$4,100.00	\$4,000.00	\$4,000.00
13.	1	LS	Provide and Implement Additional Approved Traffic Control	\$2,875.00	\$2,875.00	\$4,100.00	\$4,100.00	\$1,000.00	\$1,000.00
								I	
	Sum	Total – Additi	ive Alternate IV (Items 1-13)	\$90,	600.91	\$122	,920.00	\$91,	00.00





	LE: Joey Barı E: April 28, 2		o Memorial Park Phase II				Г		BID NO: 2021-0762 apital Improvement
	<u></u>			El Pa	Contractors, Inc. aso, TX er 1 of 7	El Pa	struction I, LTD so, TX r 2 of 7	Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate V				
1.	1	LS	Provide Earthwork and Grading	\$13,800.00	\$13,800.00	\$25,100.00	\$25,100.00	\$10,000.00	\$10,000.00
2.	1	LS	Provide and Implement Selective Demolition	\$5,175.00	\$5,175.00	\$13,750.00	\$13,750.00	\$2,000.00	\$2,000.00
3.	1	LS	Provide and Implement AdditionalTraffic Control	\$8,625.00	\$8,625.00	\$10,800.00	\$10,800.00	\$1,000.00	\$1,000.00
4.	7,675	SF	Provide and Install 1" Desert Tanor Rainbow Rock Mulch, 3" Depthwith Weed Fabric Underlayment	\$1.61	\$12,356.75	\$1.95	\$14,966.25	\$1.00	\$7,675.00
5.	7,205	SF	Provide and Install 2"-4" AntiqueGrey Rock Mulch, 4" Depth with Weed Fabric Underlayment	\$3.11	\$22,407.55	\$3.85	\$27,739.25 Contractor's Price: \$27,096.25	\$1.00	\$7,205.00
6.	215	LF	Provide and Install - Chain Link Fencing 6ft high	\$65.55	\$14,093.25	\$83.50	\$17,952.50	\$42.00	\$9,030.00
7.	343	LF	Provide and Install 8" Depth Concrete Curb Mow Strip	\$13.80	\$4,733.40	\$15.90	\$5,453.70	\$15.00	\$5,145.00
8.	2	EA	Provide and Install Chain Link Gates - 5 ft wide, 6 ft. ht.	\$747.50	\$1,495.00	\$1,150.00	\$2,300.00 Contractor's Price: \$4,600.00	\$950.00	\$1,900.00
9.	4	EA	Provide and Install Chain Link Gates - 15 ft wide, 6 ft. ht.	\$2,300.00	\$9,200.00	\$3,020.00	\$12,080.00	\$1,700.00	\$6,800.00





BID TITLE: Joey Barraza and Vino Memorial Park Phase II

BID DA	TE: April 28, 2	021					ſ	DEPARTMENT: Ca	apital Improvement
				El Pa	Contractors, Inc. aso, TX er 1 of 7	El Pa	struction I, LTD so, TX r 2 of 7	TD Jordan Foster Construction, LL El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ternate V				
10.	2	EA	Provide and Install Chain Link Gates - 5 ft wide, 8 ft. ht	\$862.50	\$1,725.00	\$1,295.00	\$2,590.00	\$1,000.00	\$2,000.00
11.	27	EA	Provide and Install Shrubs, 5 Gal.	\$28.75	\$776.25	\$36.00	\$972.00	\$40.00	\$1,080.00
12.	9	EA	Provide and Install Trees, 2"Caliper	\$609.50	\$5,485.50	\$760.00	\$6,840.00	\$350.00	\$3,150.00
13.	9,040	SF	Provide and Install HybridBermuda Sod	\$1.15	\$10,396.00	\$1.35	\$12,204.00	\$1.00	\$9,040.00
14.	9,040	LS	Remove and Relocate Existing Rock at Skate Park	\$4,025.00	\$36,386,000.00 Contractor's Price: \$4,025.00	\$0.90	\$8,136.00	\$2.00	\$18,080.00
15.	1	LS	Provide and Install IrrigationSystem Additions	\$16,215.00	\$16,215.00	\$20,200.00	\$20,200.00	\$40,000.00	\$40,000.00
16.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$6,264.42	\$6,264.42	\$7,200.00	\$7,200.00	\$6,000.00	\$6,000.00
				¢00 54	0 740 40	¢400	000 70	1	
	Sur	n Total – Ado	litive Alternate V (Items 1-16)		l8,748.12 rice: \$136,773.12		283.70 ice: \$189,890.70	\$130	,105.00





	LE: Joey Barr TE: April 28, 2		Memorial Park Phase II				[		BID NO: 2021-0762 pital Improvement
				El Pa	Contractors, Inc. Iso, TX er 1 of 7	Horizone Construction I, LTD El Paso, TX Bidder 2 of 7		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate VI				
1.	1	LS	Provide and Install New Prefabricated Office/Maintenance Building	\$74,750.00	\$74,750.00	\$57,900.00	\$57,900.00	\$590,000.00	\$590,000.00
2.	1	LS	Earthwork and Grading - Cut to Fill	\$14,375.00	\$14,375.00	\$8,000.00	\$8,000.00	\$3,000.00	\$3,000.00
3.	1	LS	Earthwork and Grading - Cut to Waste	\$9,775.00	\$9,775.00	\$20,500.00	\$20,500.00	\$4,000.00	\$4,000.00
4.	15	PR	Standard Rockwall	\$230.00	\$3,450.00	\$223.00	\$3,345.00	\$140.00	\$2,100.00
5.	100	LF	Standard Rockwall Footing	\$63.25	\$6,325.00	\$22.30	\$2,230.00	\$10.00	\$1,000.00
6.	1	LS	Provide and Implement Additional Stormwater Pollution Prevention	\$5,750.00	\$5,750.00	\$10,200.00	\$10,200.00	\$1,000.00	\$1,000.00
7.	1	LS	Provide and Implement Additional Approved Traffic Control	\$4,025.00	\$4,025.00	\$5,800.00	\$5,800.00	\$1,000.00	\$1,000.00
8.	1	LS	Provide Selective Demolition	\$4,600.00	\$4,600.00	\$12,800.00	\$12,800.00	\$2,000.00	\$2,000.00
9.	1	SF	Provide and Install Broom Finished Concrete - 4" Depth	\$115.00	\$115.00	\$82.65	\$82.65	\$120.00	\$120.00



BID DATE: April 28, 2021



BID TITLE: Joey Barraza and Vino Memorial Park Phase II

**DEPARTMENT:** Capital Improvement

BID NO: 2021-0762

	DEPARTMENT: Capital Improvement									
				Black Stallion	Contractors, Inc.	Horizone Con	struction I, LTD	Jordan Foster Construction, LLC		
					iso, TX er 1 of 7		so, TX r 2 of 7	El Paso, TX Bidder 3 of 7		
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	
				Additive Alt	ernate VI					
10.	1	LS	Provide Electrical Improvements to supply Office/Maintenance Building	\$29,325.00	\$29,325.00	\$7,500.00	\$7,500.00	\$19,000.00	\$19,000.00	
11.	1,099	SF	Provide and Install HybridBermuda Sod	\$1.73	\$1,901.27	\$1.60	\$1,758.40	\$1.00	\$1,099.00	
12.	1	LS	Provide Plumbing Improvementsto supply Office/Maintenance Building	\$34,500.00	\$34,500.00	\$14,050.00	\$14,050.00	\$90,000.00	\$90,000.00	
13.	1	LS	Provide and Install Irrigation System Revisions	\$6,900.00	\$6,900.00	\$9,600.00	\$9,600.00	\$5,000.00	\$5,000.00	
14.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$9,397.98	\$9,397.98	\$9,100.00	\$9,100.00	\$25,000.00	\$25,000.00	
	Sun	n Total – Addi	tive Alternate VI (Items 1-14)	\$205,189.25		\$162,866.05		\$744,319.00		



Achievement of Excellence In Procurement 2020 Award Winner hpi

BID NO: 2021-0762

BID TITLE: Joey Barraza and Vino Memorial Park Phase II

	TE: April 28, 2						ſ	DEPARTMENT: Ca	apital Improvement
				Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 4 of 7		Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
			UNIT	PRICE SCHED	DULE: BASE BID	)			
1.	1	LS	Provide and Implement Approved Traffic Control Plan	\$5,670.00	\$5,670.00	\$11,000.00	\$11,000.00	\$6,527.28	\$6,527.28
2.	1	LS	Provide and Implement Storm Water Pollution Prevention Plan (SWPPP)	\$10,710.00	\$10,710.00	\$12,000.00	\$12,000.00	\$7,207.21	\$7,207.21
3.	1	LS	Provide and Implement Clearing & Grubbing	\$8,505.00	\$8,505.00	\$7,560.00	<b>560.00</b>	\$28,556.87	\$28,556.87
4.	1	LS	Provide and Implement Earthwork & Grading (Including Over- Excavation & Swales)	\$39,123.00	\$39,123.00	\$39,776.00	\$39,776.00	\$58,201.61	\$58,201.61
5.	6,000	CY	Provide and Implement Soil Export	\$9.45	\$56,700.00	\$8.40	\$50,400.00	\$10.20	\$61,200.00 Contractor's Price: \$61,193.28
6.	1	LS	Provide and Implement Selective Demolition	\$32,760.00	\$32,760.00	\$29,120.00	\$29,120.00	\$50,994.40	\$50,994.40
7.	1	LS	Electrical & Lighting Improvements	\$245,700.00	\$245,700.00	\$214,500.00	\$214,500.00	\$100,560.96	\$100,560.96
8.	5,389	SF	Provide and Install 3" Depth Desert Tan or Rainbow Screenings with Weed Fabric Underlayment	\$1.97	\$10,616.33	\$0.96	\$5,173.44	\$1.56	\$8,406.84 Contractor's Price: \$8,427.47
9.	5,110	SF	Provide and Install 1" Desert Tan or Rainbow Rock Mulch, 3" Depth with Weed Fabric Underlayment	\$1.93	\$9,862.30	\$1.04	\$5,314.40	\$1.70	\$8,687.00 Contractor's Price: \$8,686.05





BID NO: 2021-0762

BID DA	TE: April 28, 2	021					C	DEPARTMENT: C	apital Improvement
					Inc. dba CSA tructors	Martinez Bros (	Contractors, LLC	Perkin Ent	erprises, LLC
				El Pa	iso, TX	El Pa	so, TX	Albuqu	erque, NM
				Bidde	er 4 of 7	Bidde	r 5 of 7	Bidd	er 6 of 7
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
			UNIT	PRICE SCHED	OULE: BASE BID	)			
10.	14,880	SF	Provide and Install Broom Finished Concrete - 4" Depth	\$5.04	\$74,995.20	\$5.40	\$80,352.00	\$6.12	\$91,065.60 Contractor's Price: \$91,055.60
11.	2,860	LF	Provide and Install Concrete Curb Mow Strip	\$13.86	\$39,639.60	\$16.80	\$48,048.00	\$17.68	\$50,564.80 Contractor's Price: \$50,559.25
12.	1	EA	Provide and Install 12ft Long 5ft Wide Pre- fabricated Bridge	\$30,132.90	\$30,132.90	\$19,800.00	<b>29</b> ,800.00	\$8,839.03	\$8,839.03
13.	2	EA	Provide and Install Park Name & Rules Sign	\$630.00	\$1,260.00	\$955.80	\$1,911.60	\$1,699.81	\$3,399.62 Contractor's Price: \$3,399.63
14.	1	EA	Provide and Install Dog Park Rule Sign	\$315.00	\$315.00	\$1,073.80	\$1,073.80	\$407.96	\$407.96
15.	3	EA	Provide and Install Dog Park Signs (Small, Big & Dangerous Dogs)	\$315.00	\$945.00	\$590.00	\$1,770.00	\$475.95	\$1,427.85 Contractor's Price: \$1,427.84
16.	3,761	LF	Provide and Install - Chain Link Fencing 6ft high	\$71.57	\$269,174.77	\$62.48	\$234,987.28	\$63.91	\$240,365.51 Contractor's Price: \$240,376.73
17.	24	EA	Provide and Install Chain Link Gates - 5 ft. wide, 6 ft. ht.	\$819.00	\$19,656.00	\$715.00	\$17,160.00	\$598.33	\$14,359.92 Contractor's Price: \$14,360.02
18.	235	PR	Provide and Install Garden Rock Wall	\$189.00	\$44,415.00	\$230.72	\$54,219.20	\$203.98	\$47,935.30 Contractor's Price: \$47,934.74

#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021



## CITY OF EL PASO BID TABULATION FORM



	LE: Joey Barra TE: April 28, 20		Memorial Park Phase II						BID NO: 2021-0762 apital Improvement
				Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 4 of 7		Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
			UNIT	PRICE SCHED	DULE: BASE BID	)	1		
19.	1,270	LF	Provide and Install Garden Rock Wall Footing	\$25.20	\$32,004.00	\$12.32	\$15,646.40	\$27.20	\$34,544.00 Contractor's Price: \$34,540.21
20.	3	EA	Provide and Install Pet Waste Station	\$539.60	\$1,618.80	\$471.00	\$1,413.00	\$571.14	\$1,713.42 Contractor's Price: \$1,713.42
21.	1	LS	Provide and Install Drinking Fountain	\$7,107.98	\$7,107.98	\$6,205.00	\$6,205.00	\$7,671.26	\$7,671.26
22.	3	EA	Provide and Install Bench	\$2,777.00	\$8,331.00	\$2,425.00	\$7,275.00	\$1,339.45	\$4,018.35 Contractor's Price: \$4,018.36
23.	3	EA	Provide and Install Trash Receptacle	\$2,520.00	\$7,560.00	\$1,980.00	\$5,940.00	\$2,674.83	\$8,024.49 Contractor's Price: \$8,024.48
24.	6	EA	Provide and Install Backstop Net for Field	\$9,135.00	\$54,810.00	\$8,120.00	\$48,720.00	\$2,638.11	\$15,828.66
25.	3	EA	Provide and Install Solar Light	\$22,680.00	\$68,040.00	\$19,800.00	\$59,400.00	\$17,655.39	\$52,966.17
26.	181,789	SF	Provide and Install Hybrid Bermuda Sod	\$1.64	\$298,133.96	\$1.20	\$218,146.80	\$2.04	\$370,849.56 Contractor's Price: \$370,808.85
27.	20	EA	Provide and Install Trees, 2" Caliper	\$428.00	\$8,560.00	\$345.00	\$6,900.00	\$571.14	\$11,422.80 Contractor's Price: \$11,422.75



BID TITLE: Joey Barraza and Vino Memorial Park Phase II

## CITY OF EL PASO REVISED BID TABULATION FORM



BID NO: 2021-0762

	TE: April 28, 2						C	DEPARTMENT: Ca	apital Improvement
				Karlsruher, Inc. dba CSA El Paso, TX Bidder 4 of 7		Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: BASE BID									
28.	250	SY	Provide and Install 6" Concrete Flume	\$75.00	\$18,750.00	\$92.96	\$23,240.00	\$95.19	\$23,797.50 Contractor's Price: \$23,797.39
29.	4	EA	Provide and Install 5ft Covered Flume Structure	\$1,260.00	\$5,040.00	\$1,008.00	\$4,032.00	\$1,699.81	\$6,799.24 Contractor's Price: \$6,799.25
30.	1	EA	Provide and Install Drop Inlet Type III - 3 Gate	\$5,985.00	\$5,985.00	\$6,136.00	\$6,136.00	\$2,515.72	\$2,515.72
31.	40	PR	12" Mortared Rock Rip-Rap	\$157.00	\$6,280.00	\$140.00	<b>(5</b> ,600.00	\$203.98	\$8,159.20 Contractor's Price: \$8,159.10
32.	207	LF	Provide and Install Storm System (42" Pipe)	\$252.00	\$52,164.00	\$206.50	\$42,745.50	\$97.23	\$20,126.61 Contractor's Price: \$20,126.47
33.	1	EA	Provide and Install Manhole (72")	\$6,300.00	\$6,300.00	\$5,310.00	\$5,310.00	\$918.73	\$918.73
34.	1	EA	Provide and Install Wing-wall Structure (42" Pipe)	\$5,670.00	\$5,670.00	\$10,640.00	\$10,640.00	\$21,417.65	\$21,417.65
35.	1	EA	Provide and Install 10' Depth Gauges	\$2,520.00	\$2,520.00	\$3,363.00	\$3,363.00	\$4,759.48	\$4,759.48
36.	80	LF	Provide and Install Fencing - Chain Link 4ft high	\$31.50	\$2,520.00	\$27.50	\$2,200.00	\$54.39	\$4,351.20 Contractor's Price: \$4351,52





BID NO: 2021-0762

#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021

	TE: April 28, 2						I		apital Improvement
				Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 4 of 7		Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
			UNIT	PRICE SCHEE	DULE: BASE BID	)			
37.	1	EA	Provide and Install Chain Link Gates – 5ft Opening x 4ft High	\$693.00	\$693.00	\$605.00	\$605.00	\$679.93	\$679.93
38.	1	LS	Provide and Install New Irrigation System	\$346,752.00	\$346,752.00	\$185,745.00	\$185,745.00	\$156,382.83	\$156,382.83
39.	2	EA	Provide and Install Pre-Fabricated Building for IT/Irrigation and Electrical Equipment	\$25,200.00	\$50,400.00	\$16,500.00	\$33,000.00	\$11,558.73	\$23,117.46
40.				Left Blank	< Intentionally		lit)		
						\$1.52	3,428.42	\$1.56	8,772.02
		Sum Total -	– Base Bid (Items 1-40)	\$1,88	9,419.84		ce: \$1,521,428.42		ce: \$1,568,435.63
	Mobilizati	on (Not to exc	ceed 5% of Sum Total of Base Bid)	\$56,	700.00	\$25,000.00		\$0.00	
Sum Total (Base Bid and Mobilization)				\$1,946,119.84		\$1,551,428.42 Contractors Price: \$1,546,428.42		\$1,568,772.02 Contractor's Price: \$1,568,435.63	





	LE: Joey Barr TE: April 28, 2		o Memorial Park Phase II						BID NO: 2021-0762 apital Improvement
				Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 4 of 7		El Pa	Contractors, LLC so, TX r 5 of 7	Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Al	ternate I				
1.	1	LS	Provide and Install Electrical & Lighting Improvements	\$409,500.00	\$409,500.00	\$357,500.00	\$357,500.00	\$356,098.47	\$356,098.47
2.	1	LS	Earthwork and Grading - Cut to Fill	\$135,206.00	\$135,206.00	\$120,183.84	\$120,183.84	\$39,438.98	\$39,438.98
3.	1	LS	Earthwork and Grading - Cut to Waste	\$60,725.00	\$60,725.00	\$53,978.40	<b>45</b> ,978.40	\$22,859.54	\$22,859.54
4.	5,480	SY	Provide and Install 2" HMAC/5" Base Coarse/8" Scarified	\$23.86	\$130,752.80	\$20.00	\$109,600.00	\$35.48	\$194,430.40 Contractor's Price: \$194,44.24
5.	135	SY	Provide and Install Concrete Speed Table	\$75.60	\$10,206.00	\$50.40	\$6,804.00	\$395.65	\$53,412.75 Contractor's Price: \$53,412.19
6.	582	LF	Provide and Install 6" Standard Curb	\$18.90	\$10,999.80	\$12.32	\$7,170.24	\$23.86	\$13,886.52 Contractor's Price: \$13,889.05
7.	736	SY	Provide and Install Broom Finished Concrete – 7" Depth	\$94.50	\$69,552.00	\$58.24	\$42,864.64	\$119.32	\$87,819.52 Contractor's Price: \$87,820.82
8.	6	EA	Provide and Install ADA Ramp	\$1,260.00	\$7,560.00	\$784.00	\$4,704.00	\$1,570.02	\$9,420.12 Contractor's Price: \$9,420.14
9.	7	EA	Provide and Install Pavement Marking (ADA Wheelchair Symbol)	\$346.50	\$2,425.50	\$719.80	\$5,038.60	\$314.00	\$2,198.00 Contractor's Price: \$2,198.03





	LE: Joey Barra TE: April 28, 2		Memorial Park Phase II				[		BID NO: 2021-0762 apital Improvement
				Cons El Pa	Inc. dba CSA tructors aso, TX er 4 of 7	Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Al	ternate I				
10.	6	EA	Provide and Install Pavement Marking (ADA Access Aisle)	\$283.50	\$1,701.00	\$613.60	\$3,681.60	\$502.41	\$3,014.46 Contractor's Price: \$3,014.46
11.	2,240	LF	Provide and Install 4" Pavement Striping	\$2.84	\$6,361.60	\$2.20	\$4,928.00	\$3.58	\$8,019.20 Contractor's Price: \$8,018.42
12.	7	EA	Provide and Install Handicap Signage	\$315.00	\$2,205.00	\$767.00	\$5,369.00	\$376.81	\$2,637.67 Contractor's Price: \$2,637.64
13.	70	PR	Provide and Install 12" Mortared Rock Rip-Rap	\$157.50	\$11,025.00	\$140.00	\$9,800.00	\$199.71	\$13,979.70 Contractor's Price: \$13,979.49
14.	30	SY	Provide and Install 6" Concrete Rip-Rap	\$69.30	\$2,079.00	\$60.48	\$1,814.40	\$106.76	\$3,202.80 Contractor's Price: \$3,202.85
15.	130	SY	Provide and Install 6" Reinforced Concrete Flume	\$75.60	\$9,828.00	\$100.80	\$13,104.00	\$87.92	\$11,429.60 Contractor's Price: \$11,429.77
16.	2	EA	Provide and Install 5.0' Covered Flume Structure	\$2,520.00	\$5,040.00	\$1,008.00	\$2,016.00	\$942.01	\$1,884.02 Contractor's Price: \$1,884.03
17.	270	LF	Provide and Install 18" SantiTiteHP Pipe	\$88.00	\$23,760.00	\$100.30	\$27,081.00	\$39.56	\$10,681.20 Contractor's Price: \$10,682.44
18.	9	EA	Provide and Install Safety End Treatment	\$3,150.00	\$28,350.00	\$3,422.00	\$30,798.00	\$314.00	\$2,826.00 Contractor's Price: \$2,826.04





	LE: Joey Barra TE: April 28, 2		o Memorial Park Phase II						BID NO: 2021-0762 apital Improvement
	<u> </u>			Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 4 of 7		El Pa	Contractors, LLC so, TX r 5 of 7	Perkin Ent	erprises, LLC erque, NM er 6 of 7
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Al	ternate I	•			
19.	1	EA	Provide and Install 10' Pond Depth Gauge	\$2,520.00	\$2,520.00	\$3,363.00	\$3,363.00	\$3,140.05	\$3,140.05
20.	1	EA	Provide & Implement Additional Stormwater Pollution Prevention	\$8,190.00	\$8,190.00	\$10,030.00	\$10,030.00	\$4,019.26	\$4,019.26
21.	1	LS	Provide & Implement Additional Traffic Control	\$4,410.00	\$4,410.00	\$7,670.00	<b>670.00</b>	\$3,768.06	\$3,768.06
22.	1	LS	Provide & Implement Additional Clearing & Grubbing	\$6,300.00	\$6,300.00	\$5,600.00	\$5,600.00	\$15,072.22	\$15,072.22
23.	1	LS	Provide Soil Export	\$6,300.00	\$6,300.00	\$5,600.00	\$5,600.00	\$10,048.15	\$10,048.15
24.	1	LS	Provide & Implement Selective Demolition	\$4,410.00	\$4,410.00	\$2,800.00	\$2,800.00	\$81,113.68	\$81,113.68
25.	2,270	LF	Provide and Install 6" Curb and Gutter	\$16.38	\$37,182.60	\$14,000	\$31,780.00	\$22.61	\$51,324.70 Contractor's Price: \$51, 320.92
26.	582	LF	Provide and Install 6" Standard Curb	\$20.16	\$11,733.12	\$11.76	\$6,844.32	\$23.86	\$13,886.52 Contractor's Price: \$13,889.05
27.	15	EA	Provide and Install Concrete Parking Stop	\$126.00	\$1,890.00	\$531.00	\$7,965.00	\$232.36	\$3,485.40 Contractor's Price \$3,485.45



## **CITY OF EL PASO REVISED BID TABULATION FORM**



	LE: Joey Barr TE: April 28, 2		o Memorial Park Phase II				C		BID NO: 2021-0762 apital Improvement
				Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 4 of 7		Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Albuqu	erprises, LLC erque, NM er 6 of 7
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Al	ternate I				
28.	40	LF	Provide and Install 18" High Rock Wall with Footing & Concrete Cap	\$378.00	\$15,120.00	\$145.60	\$5,824.00	\$90.61	\$3,624.40 Contractor's Price: \$3,624.37
29.	19,905	SF	Provide and Install 3" Depth Desert Tan or Rainbow Screenings with Weed FabricUnderlayment	\$2.42	\$48,170.10	\$0.90	\$17,914.50	\$1.44	\$28,663.20 contractor's Price: \$28,751.21
30.	21,310	SF	Provide and Install 3" Depth Grey Stabilized Screenings.	\$2.71	\$57,750.10	\$0.81	<b>(5)</b> 7,261.10	\$1.32	\$28,129.20 contractor's Price: \$28,104.04
31.	19,295	SF	Provide and Install 1" Desert Tanor Rainbow Rock Mulch, 3" Depthwith Weed Fabric Underlayment	\$1.97	\$38,011.15	\$1.04	\$20,066.80	\$1.44	\$27,784.80 contractor's Price: \$27,870.11
32.	94,770	SF	Provide and Install 2"-4" AntiqueGrey Rock Mulch, 3" Depth with Weed Fabric Underlayment	\$1.93	\$182,906.10	\$0.89	\$84,345.30	\$1.53	\$144,998.10 contractor's Price: \$145,220.11
33.	8,840	SF	Provide and Install EngineeredWood Fiber 4" Depth	\$1.20	\$10,608.00	\$1.10	\$9,724.00	\$1.19	\$10,519.60 contractor's Price: \$10,548.04
34.	6,298	SF	Provide and Install Engineered Wood Fiber 12" Depth	\$3.78	\$23,806.44	\$3.100	\$20,090.62	\$3.59	\$22,609.82 contractor's Price: \$22,623.76
35.	1,040	SF	Provide and Install Synthetic Turfover Fall Surface and Sub Base	\$40.45	\$42,068.00	\$33.00	\$34,320.00	\$8.23	\$8,559.20 contractor's Price: \$8,556.00
36.	6,659	SF	Provide and Install Poured-In- Place Playground Surfacing over Concrete Sub Base	\$34.65	\$230,734.35	\$30.80	\$205,097.20	\$10.98	\$73,115.82 Contractor's Price: \$73,099.85



BID TITLE: Joey Barraza and Vino Memorial Park Phase II

## CITY OF EL PASO REVISED BID TABULATION FORM



BID NO: 2021-0762

BID DATE: April 28, 2021 **DEPARTMENT: Capital Improvement** Karlsruher, Inc. dba CSA Martinez Bros Contractors, LLC Perkin Enterprises, LLC Constructors El Paso, TX Albuquerque, NM El Paso, TX Bidder 4 of 7 Bidder 5 of 7 Bidder 6 of 7 **Total Amount Total Amount Total Amount** (Quantity X (Quantity X (Quantity X Item Approx. Unit Price Unit Price) Unit Price Unit Price) **Unit Price** Unit Price) Unit Brief Description of Item Quantity Do Not Round Do Not Round **Do Not Round** No. (In Figures) (In Figures) (In Figures) **Only Two Only Two Only Two** Decimals Decimals Decimals **Additive Alternate I** \$3,209.08 SF 37. 511 Provide and Install 12" Min. DepthSand Area \$7.65 \$3,909.15 \$13.20 \$6,745.20 \$6.28 Contractor's Price: \$3,209.13 \$3.537.16 Provide and Install 24" Depth \$985.60 1 F 38. 44 \$17.64 \$776.16 \$22.40 \$80.39 contractor's Price: Concrete Curb Mow Strip \$3,536.95 \$98.875.00 Provide and Install Broom Finished SF \$95,025.00 39. 17,500 \$5.04 \$88,200.00 \$5.43 \$5.65 contractor's Price: Concrete - 4" Depth \$98,911.46 \$20,048.00 Provide and Install Bomanite Sandscape SF \$11.20 \$12,544.00 40. 1,120 \$7.56 \$17.90 \$8,467.20 contractor's Price: Finished Concrete 4" Depth \$20.046.06 \$56.731.10 Provide and Install Salt Finished SF \$6.72 \$55,171.20 41. 8,210 \$7.56 \$62,067.60 \$6.91 contractor's Price: Concrete - 4" Depth \$56,715.52 \$115,285.59 Provide and Install - Chain Link 42. 1 F \$62.48 1.953 \$71.57 \$139.776.21 \$122.023.44 \$59.03 contractor's Price: Fencing 6ft high \$115,291.20 \$47,720.00 Provide and Install 8" Depth 43 2.000 1 F \$12.60 \$25.200.00 \$26.880.00 \$23.86 contractor's Price: Concrete Curb Mow Strip \$47,728.71 Provide and Install Chain Link 44. 8 EA \$819.00 \$6,552.00 \$715.00 \$5,720.00 \$690.81 \$5,526.48 Gates - 5 ft wide, 6 ft. ht. Provide and Install Chain Link 45. 4 EA \$945.00 \$3.780.00 \$825.00 \$3.300.00 \$747.33 \$2,989.32 Gates - 5 ft wide, 8 ft. ht.





	LE: Joey Barra TE: April 28, 2		Memorial Park Phase II						BID NO: 2021-0762 apital Improvement
				Const El Pa	Inc. dba CSA ructors Iso, TX er 4 of 7	Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Al	ternate I				
46.	733	LF	Provide and Install 4ft ht. Rockwall with Wrought Iron Fence (2'+2')	\$70.56	\$51,720.48	\$121.00	\$88,693.00	\$78.50	\$57,540.50 contractor's Price: \$57,541.35
47.	2	EA	Provide and Install Wrought Iron Double Gates (2-5') - 10 ft wide 4ft. ht. and components	\$989.10	\$1,978.20	\$863.50	\$1,727.00	\$5,652.08	\$11,304.16 contractor's Price: \$11,304.17
48.	2	EA	Provide and Install Wrought IronDouble Gates (2-6') - 12 ft wide 4 ft. ht.	\$1,130.00	\$2,260.00	\$986.70	<b>9</b> 73.40	\$6,908.10	\$13,816.20
49.	1	EA	Provide and Install Drinking Fountain	\$7,108.92	\$7,108.92	\$6,206.20	\$6,206.20	\$7,086.46	\$7,086.46
50.	4	EA	Provide and Install Bench	\$2,753.42	\$11,013.68	\$2,404.60	\$9,618.40	\$1,237.18	\$4,948.72 contractor's Price: \$4,946.71
51.	1	EA	Provide and Install Trash Receptacle	\$2,898.00	\$2,898.00	\$2,090.00	\$2,090.00	\$2,471.22	\$2,471.22
52.	9	EA	Provide and Install Backstop Net for Field (65 ft. Length)	\$9,135.00	\$82,215.00	\$7,975.0	\$71,775.00	\$2,436.68	\$21,930.12 contractor's Price: \$21,930.08
53.	6	EA	Provide and Install Distance Marker	\$3,780.00	\$22,680.00	\$896.50	\$5,379.00	\$565.21	\$3,391.26 contractor's Price: \$3,391.25
54.	1	EA	Provide and Install ADA Compliant 3 Seats Picnic Table and Metal Canopy	\$16,217.46	\$16,217.46	\$14,158.10	\$14,158.10	\$16,166.22	\$16,166.22





#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II

BID DATE: April 28, 2021

BID NO: 2021-0762

**DEPARTMENT:** Capital Improvement

				Const El Pa	Inc. dba CSA tructors aso, TX er 4 of 7	Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Al	ternate I		•		
55.	3	EA	Provide and Install 30'x30' Metal Canopy for Playground	\$67,146.00	\$201,438.00	\$51,247.90	\$153,743.70	\$66,934.49	\$200,803.47 Contractor's Price: \$200,803.46
56.	1	EA	Provide and Install Saddle Spinner Play Piece	\$1,734.00	\$1,734.00	\$1,513.60	\$1,513.60	\$1,729.22	\$1,729.22
57.	1	EA	Provide and Install Oodle Swing Play Piece	\$9,238.00	\$9,238.00	\$8,066.30	\$8,066.30	\$9,209.61	\$9,209.61
58.	1	EA	Provide and Install Omnisping Spinner Play Piece	\$13,789.00	\$13,789.00	\$12,038.40	\$12,038.40	\$13,745.70	\$13,745.70
59.	1	EA	Provide and Install Friendship Swing Play Piece	\$5,448.00	\$5,448.00	\$4,755.30	\$4,755.30	\$5,430.86	\$5,430.86
60.	1	EA	Provide and Install Geoplex Climbing Wall Play 3 Pieces	\$8,883.00	\$8,883.00	\$7,755.00	\$7,755.00	\$8,855.87	\$8,855.87
61.	1	EA	Provide and Install 4 Bay Swing Set Play Piece	\$11,094.00	\$11,094.00	\$9,686.6	\$9,686.60	\$11,059.39	\$11,059.39
62.	1	EA	Provide and Install Zipkrooz With Assisted Additional Bay Play Piece	\$37,380.00	\$37,380.00	\$32,644.70	\$32,644.70	\$37,275.34	\$37,275.34
63.	1	EA	Provide and Install Playbooster Play Structure	\$187,491.00	\$187,491.00	\$163,683.30	\$163,683.30	\$186,898.70	\$186,898.70





	LE: Joey Barra TE: April 28, 20		o Memorial Park Phase II						BID NO: 2021-0762 apital Improvement
				Const El Pa	Inc. dba CSA tructors aso, TX er 4 of 7	Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ternate I				
64.	1	EA	Provide and Install 2 Bay Toddler Swing Set Play Piece	\$3,016.00	\$3,016.00	\$2,633.40	\$2,633.40	\$3,006.78	\$3,006.78
65.	1	EA	Provide and Install Elevated Sand Table Play Piece	\$5,043.00	\$5,043.00	\$4,405.50	\$4,405.50	\$5,027.21	\$5,027.21
66.	1	EA	Provide and Install Accessible Superscoop Play Piece	\$1,659.00	\$1,659.00	\$1,448.70	<b>5</b> ,448.70	\$1,654.31	\$1,654.31
67.	3	EA	Provide and Install Cozy Domes Play Piece	\$8,742.00	\$26,226.00	\$7,631.80	\$22,895.40	\$8,715.05	\$26,145.15 Contractor's Price: \$26,145.14
68.	1	EA	Provide and Install Roller TablePlay Piece	\$19,838.00	\$19,838.00	\$17,319.50	\$17,319.50	\$19,775.86	\$19,775.86
69.	1	EA	Provide and Install Bobble RiderPlay Piece	\$2,031.00	\$2,031.00	\$1,773.20	\$1,773.20	\$2,025.17	\$2,025.17
70.	1	EA	Provide and Install Six Piece Rhapsody Instruments	\$34,852.00	\$34,852.00	\$30,427 10	\$30,427.10	\$34,742.42	\$34,742.42
71.	1	EA	Provide and Install Healthbeat Hand Cycler	\$5,612.00	\$5,612.00	\$4,900.50	\$4,900.50	\$5,595.25	\$5,595.25
72.	1	EA	Provide and Install Healthbeat TaiChi Wheels	\$4,903.00	\$4,903.00	\$4,379.10	\$4,379.10	\$4,887.80	\$4,887.80





	LE: Joey Barra TE: April 28, 2		Memorial Park Phase II						BID NO: 2021-0762 apital Improvement
				Consi El Pa	Inc. dba CSA tructors aso, TX er 4 of 7	Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Albuque	erprises, LLC erque, NM er 6 of 7
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Al	ternate I				
73.	6	EA	Provide and Install Removable Bollards	\$1,260.00	\$7,560.00	\$1,281.50	\$7,689.00	\$887.96	\$5,327.76 Contractor's Price: \$5,267.74
74.	7	EA	Provide and Install Handicap Parking Sign	\$315.00	\$2,205.00	\$1,210.00	\$8,470.00	\$439.61	\$3,077.27 Contractor's Price: \$3,077.25
75.	228,862	SF	Provide and Install Hybrid Bermuda Sod	\$1.64	\$375,333.68	\$1.19	\$272,345.78	\$1.88	\$430,260.56 Contractor's Price: \$431,182.38
76.	168	EA	Provide and Install Shrubs, 5 Gal.	\$32.76	\$5,503.68	\$32.00	\$5,376.00	\$43.96	\$7,385.28 Contractor's Price: \$7,385.39
77.	132	EA	Provide and Install Trees, 2" Caliper	\$428.00	\$56,496.00	\$345.00	\$45,540.00	\$552.65	\$72,949.80 Contractor's Price: \$72,949.56
78.	1	EA	Provide and Install 4" Irrigation Meter	\$31,500.00	\$31,500.00	\$17,750.00	\$17,750.00	\$2,323.63	\$2,323.63
79.	1	LS	Provide and Install New Irrigation System	\$344,736.00	\$344,736.00	\$248,730.00	\$248,730.00	\$244,645.35	\$244,645.35
80.	1	LS	Provide and Install New Irrigation System	\$7,107.00	\$7,107.00	\$7,670.00	\$7,670.00	\$4,772.87	\$4,772.87
81.	1	LS	Provide and Install Plumbing for Pre-Fabricated Restroom	\$31,500.00	\$31,500.00	\$29,500.00	\$29,500.00	\$10,424.95	\$10,424.95





BID TIT	LE: Joey Barra	aza and Vino	Memorial Park Phase II					E	BID NO: 2021-0762
BID DA	TE: April 28, 2	021					0	DEPARTMENT: Ca	pital Improvement
			Karlsruher, Inc. Constructo El Paso, 1 Bidder 4 o		ructors iso, TX	SA Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ternate I				
82.				Left Blank	Intentionally				
	Sum Total – Additive Alternate I (Items 1-82)		\$3,637,823.08 Contractor's Price: \$3,637,912.38		\$2,959,886.18N		\$3,222,713.30 Contractor's Price: \$3,224,01		
	Mobilization (Not to exceed 5% of Sum Total of Base Bid)		\$113	\$113,400.00		00.00	Left	Blank	
	Sum Total (Additive Alternate I and Mobilization)			\$3,751,223.08 Contractor's Price: \$3,751,312.38		\$2,997,886.18		\$3,222,713.30 Contractor's Price: \$3,224,018.61	



BID TITLE: Joey Barraza and Vino Memorial Park Phase II

#### **CITY OF EL PASO REVISED BID TABULATION FORM**



BID NO: 2021-0762

Unit Price)

**Only Two** 

Decimals

\$14,132.02

\$21,198.03

\$32,400.87

\$1.214.10

\$1,214.07

\$1,156.26

\$2,569.46

\$16,059.11

#### BID DATE: April 28, 2021 **DEPARTMENT:** Capital Improvement Karlsruher, Inc. dba CSA Martinez Bros Contractors, LLC Perkin Enterprises, LLC Constructors El Paso, TX El Paso, TX Albuquerque, NM Bidder 4 of 7 Bidder 5 of 7 Bidder 6 of 7 **Total Amount Total Amount Total Amount** (Quantity X (Quantity X (Quantity X Unit Price Unit Price) Unit Price **Unit Price** Item Approx. Unit Price) Unit **Brief Description of Item** Quantity (In Figures) **Do Not Round** (In Figures) Do Not Round (In Figures) **Do Not Round** No. **Only Two Only Two** Decimals Decimals Additive Alternate II Provide and Implement Additional LS 1. 1 \$11,340.00 \$11,340.00 \$10,080.00 \$10,080.00 \$14,132.02 **Clearing & Grubbing** Provide and Implement Additional \$5,664.00 2. LS \$4.410.00 \$5.664.00 \$321.182.00 1 \$4.410.00 \$321.182.00 Approved Traffic Control (DProvide and Install Electrical & Lighting \$1.830.400.00 3. LS \$2.097.346.00 \$1.830.400.00 \$1.299.816.21 \$1,299,816.21 1 \$2,097,346.00 Improvements LS \$84,672.00 \$84,672.00 \$21,198.03 4. Provide Earthwork and Grading -Cut to Fill \$87,696.00 \$87,696.00 1 LS \$5,600.00 5. 1 Provide Earthwork and Grading -Cut to Waste \$6,300.00 \$6,300.00 \$5,600.00 \$32,400.87 Provide and Install Storm Drainage 6. 30 1 F Improvements \$126.00 \$3,780.00 \$247.80 \$7,434.00 \$40.47 Contractor's Price: - 12"SantiTiteHP Pipe Provide and Install Storm Drainage 7. 2 Improvements -\$531.00 \$1,062.00 EA \$3.150.00 \$6.300.00 \$578.13 SafetvEnd Treatment Provide and Implement Additional 8. LS \$4,410.00 \$4,410.00 \$3,304.00 \$3,304.00 \$2,569.46 1 Stormwater Pollution Prevention 9. 1 LS Provide Soil Export \$6,300.00 \$6,300.00 \$5,500.00 \$5,500.00 \$16,059.11





	LE: Joey Barra TE: April 28, 20		o Memorial Park Phase II				[		BID NO: 2021-076 apital Improvemen
				Cons El Pa	Inc. dba CSA tructors aso, TX er 4 of 7	Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Albuqu	erprises, LLC erque, NM er 6 of 7
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
l				Additive Alt	ternate II				1
10.	1	LS	Provide and Implement Selective Demolition	\$8,190.00	\$8,190.00	\$2,750.00	\$2,750.00	\$40,597.44	\$40,597.44
11.	15,805	SF	Provide and Install 3" Depth Desert Tan or Rainbow Screenings with Weed Fabric Underlayment	\$1.93	\$30,503.65	\$0.91	\$14,382.55	\$1.48	\$23,391.40 Contractor's Price: \$23,350.92
12.	200	SF	Provide and Install 1" Desert Tanor Rainbow Rock Mulch, 3" Depthwith Weed Fabric Underlayment	\$1.97	\$394.00	\$5.78	<b>5</b> 1,156.00	\$1.61	\$322.00 Contractor's Price: \$321.18
13.	11,540	SF	Provide and Install Engineered Wood Fiber, 12" Depth	\$3.62	\$41,774.80	\$3.13	36,120.20	\$3.67	\$42,351.80 Contractor's Price: \$42,351.80
14.	5,720	SF	Provide and Install Broom Finished Concrete 4" Depth	\$5.04	\$28,828.80	\$5.43	\$31,059.60	\$5.78	\$33,061.60 Contractor's Price: \$33,068.53
15.	5,050	SF	Provide and Install Bomanite Sandscape Finished Concrete4" Depth	\$7.56	\$38,178.00	\$11.20	\$56,560.00	\$16.06	\$81,103.00 Contractor's Price: \$81,098.53
16.	1,860	SF	Provide and Install Salt Finished Concrete - 4" Depth	\$7.56	\$14,061.60	\$6.72	\$12,499.20	\$7.07	\$13,150.20 Contractor's Price: \$13,142.78
17.	1,660	LF	Provide and Install - Chain Link Fencing 6ft high	\$71.57	\$118,806.20	\$62.48	\$103,716.80	\$60.38	\$100,230.80 Contractor's Price: \$100,234.57
18.	1,750	LF	Provide and Install 8" Depth Concrete Curb Mow Strip	\$12.60	\$22,050.00	\$12.32	\$21,560.00	\$16.70	\$29,225.00 Contractor's Price: \$29,227.59





	LE: Joey Barra TE: April 28, 2		o Memorial Park Phase II				[		BID NO: 2021-0762 apital Improvement
				Cons El Pa	, Inc. dba CSA tructors aso, TX er 4 of 7	Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Albuqu	erprises, LLC erque, NM er 6 of 7
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Al	ternate II				
19.	4	EA	Provide and Install Chain Link Gates - 5 ft wide, 6 ft. ht.	\$819.00	\$3,276.00	\$715.00	\$2,860.00	\$706.60	\$2,826.40
20.	2	EA	Provide and Install Chain Link Gates - 10 ft wide, 6 ft. ht.	\$1,638.00	\$3,276.00	\$1,430.00	\$2,860.00	\$1,413.20	\$2,826.40
21.	1	EA	Provide and Install ADA Compliant 3 Seats Picnic Table and Metal Canopy	\$16,822.26	\$16,822.26	\$14,884.10	4,884.10	\$17,383.67	\$17,383.67
22.	1	EA	Provide and Install 4 Seats Picnic Table and Metal Canopy	\$17,385.00	\$17,385.00	\$15,177.80	\$15,177.80	\$17,726.69	\$17,726.69
23.	6	EA	Provide and Install Aluminum Bleachers with Galvanized SteelChain Link Guardrail	\$9,040.00	\$54,240.00	\$7,892.50	\$47,355.00	\$7,631.29	\$45,787.74 Contractor's Price: \$45,787.75
24.	3	EA	Provide and Install TrashReceptacle	\$2,898.00	\$8,694.00 Contractor's Price: \$2,898.00	\$781.00	\$2,343.00	\$2,527.70	\$7,583.10 Contractor's Price: \$7,583.11
25.	32	EA	Provide and Install Shrubs, 5 Gal.	\$32.76	\$1,048.32	\$32.00	\$1,024.00	\$44.97	\$1,439.04 Contractor's Price: \$1,438.90
26.	76	EA	Provide and Install Trees, 2"Caliper	\$428.40	\$32,558.40	\$345.00	\$26,220.00	\$539.59	\$41,008.84 Contractor's Price: \$41,008.55
27.	210,090	SF	Provide and Install HybridBermuda Sod	\$1.64	\$344,547.60	\$1.20	\$252,108.00	\$1.93	\$405,473.70 Contractor's Price: \$404,883.11





BID TIT	ID TITLE: Joey Barraza and Vino Memorial Park Phase II BID NO: 2021-0762											
BID DA	TE: April 28, 20	021					[	DEPARTMENT: Ca	pital Improvement			
				Karlsruher, Inc. dba CSA Constructors		Martinez Bros C	Contractors, LLC	Perkin Enterprises, LLC				
				El Pa	iso, TX	El Pa	so, TX	Albuque	erque, NM			
				Bidde	er 4 of 7	Bidde	r 5 of 7	Bidde	r 6 of 7			
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
				Additive Alt	ernate II							
28.	1	LS	Provide and Install IrrigationSystem Additions	\$209,664.00	\$209,664.00	\$128,815.00	\$128,815.00	\$184,782.59	\$184,782.59			
29.	1LSProvide and Implement Additional Mobilization/Demobilization\$94,500.00\$94,500.00				\$28,000.00	\$91,536.95	\$91,536.95					
	2											
	Sum Total – Additive Alternate II (Items 1-29)			\$3,316,680.63		\$2,755,167.25		\$2,891,536.42				
	Sum Total – Auditive Alternate II (items 1-23)			Contractor's Pri	ce: \$3,308,865.03	φ <u>μ</u> ,, σ <u>μ</u> , στ. 20		Contractor's Price: \$2,572,965.62				





BID NO: 2021-0762

#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021

	TE: April 28, 2		memorial Park Phase II				ſ		apital Improvement
				Const El Pa	Inc. dba CSA tructors aso, TX er 4 of 7	El Pas	Contractors, LLC so, TX r 5 of 7	Albuque	erprises, LLC erque, NM er 6 of 7
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate III	-			
1.	1	LS	Provide and Install Pre-Fabricated Restroom Building and Foundation	\$250,771.00	\$250,771.00	\$7,150.00	\$7,150.00	\$299,906.76	\$299,906.76
2.	775	SF	Provide and Install 1" Desert Tanor Rainbow Rock Mulch, 3" Depth with Weed Fabric Underlayment	\$1.97	\$1,526.75	\$1.73	\$1,340.75	\$1.76	\$1,364.00 Contractor's Price: \$1,363.85
3.	400	SF	Provide and Install Broom Finished Concrete -4" Depth	\$5.04	\$2,016.00	\$5.43	<b>52</b> ,172.00	\$6.34	\$2,536.00 Contractor's Price: \$2,534.13
4.	40	LF	Provide and Install 18" High RockWall with Footing & Concrete Cap	\$252.00	\$10,080.00	\$56.00	\$2,240.00	\$101.56	\$4,062.40 Contractor's Price: \$4,062.49
5.	1	EA	Provide and Install DrinkingFountain	\$7,108.00	\$7,108.00	\$6,657.56	\$6,657.56	\$7,943.08	\$7,943.08
6.	1	LS	Provide and Install Electrical to supply Pre-Fabricated Restroom	\$42,840.00	\$42,840.00	\$40,120:00	\$40,120.00	\$66,356.09	\$66,356.09
7.	1	LS	Provide and Install Plumbingimprovements to supply Pre-Fabricated Restroom	\$44,100.00	\$44,100.00	\$14,160.00	\$14,160.00	\$17,485.47	\$17,485.47
8.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$12,600.00	\$12,600.00	\$2,360.00	\$2,360.00	\$15,204.76	\$15,204.76
9.	1	LS	Provide and Implement Additional Approved Traffic Control	\$1,260.00	\$1,260.00	\$3,304.00	\$3,304.00	\$2,534.13	\$2,534.13





#### BID NO: 2021-0762 BID DATE: April 28, 2021 **DEPARTMENT:** Capital Improvement Karlsruher, Inc. dba CSA Martinez Bros Contractors, LLC Perkin Enterprises, LLC Constructors El Paso, TX El Paso, TX Albuquerque, NM Bidder 4 of 7 Bidder 5 of 7 Bidder 6 of 7 **Total Amount Total Amount Total Amount** (Quantity X (Quantity X (Quantity X Unit Price Unit Price) **Unit Price** Unit Price) **Unit Price** Unit Price) Approx. Item Unit **Brief Description of Item Do Not Round Do Not Round Do Not Round** No. Quantity (In Figures) (In Figures) (In Figures) **Only Two Only Two Only Two** Decimals Decimals Decimals Additive Alternate III UMB LS \$41,290.00 10. 1 Provide and Install IrrigationSystem Additions \$20,160.00 \$20,160.00 \$41,290.00 \$1,309.30 \$1,309.30 \$418,701.99 \$20,794.31 Sum Total – Additive Alternate III (Items 1-10) \$392,461.75 Contractor's Price: \$418,700.03



BID TITLE: Joey Barraza and Vino Memorial Park Phase II

## CITY OF EL PASO REVISED BID TABULATION FORM

Achievement of Excellence 2020 Award Winner BID NO: 2021-0762

	TE: April 28, 2						[		pital Improvement
				Cons El Pa	Inc. dba CSA tructors aso, TX er 4 of 7	Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Albuque	erprises, LLC erque, NM er 6 of 7
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
			•	Additive Alt	ernate IV				
1.	1	EA	Provide and Install Healthbeat Elliptical	\$14,414.00	\$14,414.00	\$12,584.00	\$12,584.00	\$19,472.78	\$19,472.78
2.	1	EA	Provide and Install Healthbeat Pull Up Dip	\$4,348.00	\$4,348.00	\$3,796.10	\$3,796.10	\$3,451.25	\$3,451.25
3.	1	EA	Provide and Install Healthbeat Chest/Back Press	\$10,239.00	\$10,239.00	\$8,938.60	\$8,938.60	\$8,126.25	\$8,126.25
4.	1	EA	Provide and Install Healthbeat Balance Steps	\$5,119.54	\$5,119.54	\$4,469.30	\$4,469.30	\$4,063.13	\$4,063.13
5.	1	EA	Provide and Install Healthbeat Squat Press	\$10,239.00	\$10,239.00	\$8,938.60	\$8,938.60	\$8,126.25	\$8,126.25
6.	1	EA	Provide and Install Healthbeat ABCrunch/Leg Lift	\$4,227.00	\$4,227.00	\$3,690.50	\$3,690.50	\$3,355.00	\$3,355.00
7.	1	EA	Provide and Install Healthbeat Cardio Stepper	\$12,785.00	\$12,785.00	\$11,161.70	\$11,161.70	\$10,147.50	\$10,147.50
8.	1	EA	Provide and Install Healthbeat Plyometrics	\$5,119.00	\$5,119.00	\$4,469.30	\$4,469.30	\$4,063.12	\$4,063.12
9.	1	EA	Provide and Install Fitcore Globed Grasp Overhead	\$7,908.00	\$7,908.00	\$6,905.80	\$6,905.80	\$6,276.88	\$6,276.88





	LE: Joey Barra TE: April 28, 20		Memorial Park Phase II				C		BID NO: 2021-0762 apital Improvement
					Inc. dba CSA tructors	Martinez Bros C	contractors, LLC	Perkin Ente	erprises, LLC
					aso, TX er 4 of 7		so, TX r 5 of 7	Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate IV				•
10.	1	EA	Provide and Install Angled Overhead Ladder	\$10,135.00	\$10,135.00	\$8,848.00	<b>\$</b> 8,848.00	\$8,043.75	\$8,043.75
11.	1	EA	Provide and Install Fitcore WheelBridge Overhead	\$6,641.00	\$6,641.00	\$5,801.40	5,801.40	\$5,273.12	\$5,273.12
12.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$3,780.00	\$3,780.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
13.	1	LS	Provide and Implement Additional Approved Traffic Control	\$630.00	\$630.00	\$10,030.00	\$10,030.00	\$1,600.00	\$1,600.00
				-					
	Sum	Total – Additi	ive Alternate IV (Items 1-13)	\$95,	584.54	\$91,6	33.30	\$85,	999.03





BID NO: 2021-0762

#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II

				Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 4 of 7		Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate V				
1.	1	LS	Provide Earthwork and Grading	\$6,930.00	\$6,930.00	\$6,844.00	\$6,844.00	\$28,417.44	\$28,417.44
2.	1	LS	Provide and Implement Selective Demolition	\$1,260.00	\$1,260.00	\$4,956.00	\$4,956.00	\$12,849.11	\$12,849.11
3.	1	LS	Provide and Implement AdditionalTraffic Control	\$1,260.00	\$1,260.00	\$6,136.00	\$6,136.00	\$5,976.33	\$5,976.33
4.	7,675	SF	Provide and Install 1" Desert Tanor Rainbow Rock Mulch, 3" Depthwith Weed Fabric Underlayment	\$1.97	\$15,119.75	\$1.04	\$7,982.00	\$1.87	\$14,352.25 Contractor's Price \$14,333.85
5.	7,205	SF	Provide and Install 2"-4" AntiqueGrey Rock Mulch, 4" Depth with Weed Fabric Underlayment	\$1.93	\$13,905.65	\$0.95	\$6,844.75	\$1.79	\$12,896.95 Contractor's Price \$12,917.83
6.	215	LF	Provide and Install - Chain Link Fencing 6ft high	\$71.57	\$15,387.55	\$67.00	\$14,405.00	\$70.22	\$15,097.30 Contrator's Price: \$15,097.70
7.	343	LF	Provide and Install 8" Depth Concrete Curb Mow Strip	\$15.12	\$5,186.16	\$1344	\$4,609.92	\$19.42	\$6,661.06 Contractor's Price \$6,662.11
8.	2	EA	Provide and Install Chain Link Gates - 5 ft wide, 6 ft. ht.	\$819.00	\$1,638.00	\$767.00	\$1,534.00	\$672.34	\$1,344.68 Contractor's Price \$1,344.67
9.	4	EA	Provide and Install Chain Link Gates - 15 ft wide, 6 ft. ht.	\$2,457.00	\$9,828.00	\$2,301.00	\$9,204.00	\$1,792.00	\$7,168.00 Contractor's Price \$7,171.59





BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021

	BID NO:	2021-	0762
DEPARTMENT:	Capital Im	prove	ment

				Karlsruher, Inc. dba CSA Constructors El Paso, TX Bidder 4 of 7		Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate V				•
10.	2	EA	Provide and Install Chain Link Gates - 5 ft wide, 8 ft. ht	\$945.00	\$1,890.00	\$885.00	\$1,770.00	\$896.45	\$1,792.90
11.	27	EA	Provide and Install Shrubs, 5 Gal.	\$32.76	\$884.52	\$32.00	\$864.00	\$52.29	\$1,411.83 Contractor's Price: \$1,411.91
12.	9	EA	Provide and Install Trees, 2"Caliper	\$428.00	\$3,852.00	\$345.00	<b>1</b> 05.00	\$627.51	\$5,647.59 Bidder's Price: \$5,647.63
13.	9,040	SF	Provide and Install HybridBermuda Sod	\$1.64	\$14,825.60	\$1.53	<b>0</b> \$13,831.20	\$2.24	\$20,249.60 Contractor's Price: \$20,259.75
14.	9,040	LS	Remove and Relocate Existing Rock at Skate Park	\$0.95	\$8,588.00	\$1.44	\$13,017.60	\$1.49	\$13,469.60 Contractor's Price: \$13,506.50
15.	1	LS	Provide and Install IrrigationSystem Additions	\$17,199.00	\$17,199.00	\$19,755.00	\$19,755.00	\$42,027.04	\$42,027.04
16.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$3,780.00	\$3,780.00	\$2,500.00	\$2,500.00	\$16,136.09	\$16,136.09
	Sum Total – Additive Alternate V (Items 1-16)			\$121	,534.23	\$117,358.47		\$205,497.77 Contractor's Price: \$205,552.47	





BID NO: 2021-0762

#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II

BID DA	TE: April 28, 2	021					[	DEPARTMENT: Ca	apital Improvement
				Cons El Pa	Inc. dba CSA tructors aso, TX er 4 of 7	El Pa	Contractors, LLC so, TX r 5 of 7	Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alt	ernate VI				
1.	1	LS	Provide and Install New Prefabricated Office/MaintenanceBuilding	\$610,626.00	\$610,626.00	\$63,800.00	\$63,800.00	\$778,204.78	\$778,204.78
2.	1	LS	Earthwork and Grading - Cut to Fill	\$1,575.00	\$1,575.00	\$2,950.00	\$2,950.00	\$13,779.73	\$13,779.73
3.	1	LS	Earthwork and Grading - Cut to Waste	\$1,260.00	\$1,260.00	\$2,950.00	\$2,950.00	\$19,090.34	\$19,090.34
4.	15	PR	Standard Rockwall	\$157.00	\$2,355.00	\$94.00	\$1,410.00	\$270.95	\$4,064.25
5.	100	LF	Standard Rockwall Footing	\$25.20	\$2,520.00	\$24.64	\$2,464.00	\$30.97	\$3,097.00 Contractor's Price: \$3,096.57
6.	1	LS	Provide and Implement Additional Stormwater Pollution Prevention	\$1,071.00	\$1,071.00	\$1,416.00	\$1,416.00	\$1,857.94	\$1,857.94
7.	1	LS	Provide and Implement Additional Approved Traffic Control	\$630.00	\$630.00	\$4,130.00	\$4,130.00	\$2,322.43	\$2,322.43
8.	1	LS	Provide Selective Demolition	\$630.00	\$630.00	\$1,916.00	\$1,916.00	\$774.14	\$774.14
9.	1	SF	Provide and Install Broom Finished Concrete - 4" Depth	\$5.04	\$5.04	\$5.60	\$5.60	\$6.97	\$6.97





BID TITLE: Joey Barraza and Vino Memorial Park Phase II

#### BID NO: 2021-0762

	TE: April 28, 2	021						DEPARTMENT: Ca	apital Improvement
				Const El Pa	Inc. dba CSA tructors iso, TX er 4 of 7	Martinez Bros Contractors, LLC El Paso, TX Bidder 5 of 7		Perkin Enterprises, LLC Albuquerque, NM Bidder 6 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
				Additive Alte	ernate VI	- 			
10.	1	LS	Provide Electrical Improvements to supply Office/Maintenance Building	\$31,878.00	\$31,878.00	\$10,030.00	\$10,030.00	\$72,975.79	\$72,975.79
11.	1,099	SF	Provide and Install HybridBermuda Sod	\$1.64	\$1,802.36	\$4.47	<b>9</b> 12.53	\$3.87	\$4,253.13 Contractor's Price: \$4,253.91
12.	1	LS	Provide Plumbing Improvementsto supply Office/Maintenance Building	\$56,700.00	\$56,700.00	\$10,030.00	\$10,030.00	\$34,882.84	\$34,882.84
13.	1	LS	Provide and Install IrrigationSystem Revisions	\$2,741.00	\$2,741.00	\$1,100.00	\$1,100.00	\$4,428.09	\$4,428.09
14.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$22,680.00	\$22,680.00	\$1,500.00	\$1,500.00	\$34,062.25	\$34,062.25
						, i C			
	Sun	n Total – Add	itive Alternate VI (Items 1-14)		,473.40 ice: \$736,473.00	\$108, Contractor's Pri	614.13 ce: \$108,131.13	-	,799.68 rice: \$973,800.03





	-		o Memorial Park Phase II					BID NO: 2021-0762	
BID DA	TE: April 28, 2	021						DEPARTMENT: Ca	pital Improvement
					Contractors, LLC				
					aso, TX				
				Bidde	er 7 of 7		-		
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round				
					Only Two Decimals				
			UNIT	PRICE SCHEE	DULE: BASE BI	Ď		-	
1.	1	LS	Provide and Implement Approved Traffic Control Plan	\$6,150.00	\$6,150.00				
2.	1	LS	Provide and Implement Storm Water Pollution Prevention Plan (SWPPP)	\$8,610.00	\$8,610.00				
3.	1	LS	Provide and Implement Clearing & Grubbing	\$8,856.00	\$8,856.00				
4.	1	LS	Provide and Implement Earthwork & Grading (Including Over- Excavation & Swales)	\$123,000.00	\$123,000.00				
5.	6,000	CY	Provide and Implement Soil Export	\$13.84	\$83,040.00				
6.	1	LS	Provide and Implement Selective Demolition	\$9,963.00	\$9,963.00				
7.	1	LS	Electrical & Lighting Improvements	\$468,261.00	\$468,261.00				
8.	5,389	SF	Provide and Install 3" Depth Desert Tan or Rainbow Screenings with Weed Fabric Underlayment	\$1.41	\$7,598.49				
9.	5,110	SF	Provide and Install 1" Desert Tan or Rainbow Rock Mulch, 3" Depth with Weed Fabric Underlayment	\$1.49	\$7,613.90				





	LE: Joey Barr TE: April 28, 2		o Memorial Park Phase II					BID NO: 2021-0762 pital Improvement
	<u>1 E. April 20, 2</u>	021		El Pa	Contractors, LLC aso, TX er 7 of 7			
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
			UNIT	PRICE SCHEI	DULE: BASE BI	0	1	
10.	14,880	SF	Provide and Install Broom Finished Concrete - 4" Depth	\$6.15	\$91,512.00			
11.	2,860	LF	Provide and Install Concrete Curb Mow Strip	\$14.76	\$42,213.60			
12.	1	EA	Provide and Install 12ft Long 5ft Wide Pre- fabricated Bridge	\$31,980.00	\$31,980.00			
13.	2	EA	Provide and Install Park Name & Rules Sign	\$492.00	\$984.00			
14.	1	EA	Provide and Install Dog Park Rule Sign	\$492.00	\$492.00			
15.	3	EA	Provide and Install Dog Park Signs (Small, Big & Dangerous Dogs)	\$492.00	\$1,476.00			
16.	3,761	LF	Provide and Install - Chain Link Fencing 6ft high	\$69.86	\$262,743.46			
17.	24	EA	Provide and Install Chain Link Gates - 5 ft. wide, 6 ft. ht.	\$799.50	\$19,188.00			
18.	235	PR	Provide and Install Garden Rock Wall	\$246.00	\$57,810.00			





	LE: Joey Barr TE: April 28, 2		o Memorial Park Phase II						BID NO: 2021-0762
BID DA	1 E: April 28, 2	021			Contractors, LLC		L	JEPARTMENT: Ca	ipital improvemen
					aso, TX er 7 of 7				
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
			UNIT	PRICE SCHED	DULE: BASE BI	D	Γ	1	ſ
19.	1,270	LF	Provide and Install Garden Rock Wall Footing	\$14.76	\$18,745.20				
20.	3	EA	Provide and Install Pet Waste Station	\$526.72	\$1,580.16				
21.	1	LS	Provide and Install Drinking Fountain	\$15,548.74	\$15,548.74				
22.	3	EA	Provide and Install Bench	\$2,711.23	\$8,133.69				
23.	3	EA	Provide and Install Trash Receptacle	\$1,599.00	\$4,797.00				
24.	6	EA	Provide and Install Backstop Net for Field	\$6,150.00	\$36,900.00				
25.	3	EA	Provide and Install Solar Light	\$18,597.60	\$55,792.80				
26.	181,789	SF	Provide and Install Hybrid Bermuda Sod	\$1.19	\$216,328.91				
27.	20	EA	Provide and Install Trees, 2" Caliper	\$467.40	\$9,348.00				





			o Memorial Park Phase II						ID NO: 2021-0762
BID DA	TE: April 28, 2	021		El Pa	Contractors, LLC aso, TX er 7 of 7		<u> </u>	DEPARTMENT: Ca	pital Improvement
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
		-	UNIT	PRICE SCHE	DULE: BASE BI	D		-	
28.	250	SY	Provide and Install 6" Concrete Flume	\$132.84	\$33,210.00				
29.	4	EA	Provide and Install 5ft Covered Flume Structure	\$1,414.50	\$5,658.00				
30.	1	EA	Provide and Install Drop Inlet Type III - 3 Gate	\$8,979.00	\$8,979.00				
31.	40	PR	12" Mortared Rock Rip-Rap	\$221.40	\$8,856.00				
32.	207	LF	Provide and Install Storm System (42" Pipe)	\$211.56	\$43,792.92				
33.	1	EA	Provide and Install Manhole (72")	\$10,086.00	\$10,086.00				
34.	1	EA	Provide and Install Wing-wall Structure (42" Pipe)	\$18,450.00	\$18,450.00				
35.	1	EA	Provide and Install 10' Depth Gauges	\$1,230.00	\$1,230.00				
36.	80	LF	Provide and Install Fencing - Chain Link 4ft high	\$30.75	\$2,460.00				





	LE: Joey Barr TE: April 28, 2		o Memorial Park Phase II				[	ID NO: 2021-0762
				El Pa	Contractors, LLC iso, TX er 7 of 7			· •
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
			UNIT	PRICE SCHED	OULE: BASE BI	D	1	
37.	1	EA	Provide and Install Chain Link Gates – 5ft Opening x 4ft High	\$676.50	\$676.50			
38.	1	LS	Provide and Install New Irrigation System	\$281,670.00	\$281,670.00			
39.	2	EA	Provide and Install Pre-Fabricated Building for IT/Irrigation and Electrical Equipment	\$7,995.00	\$15,990.00			
40.				Left Blank	Intentionally			
		Sum Total	– Base Bid (Items 1-40)	\$2,029	9,724.37			
	Mobilizati	on (Not to ex	ceed 5% of Sum Total of Base Bid)	\$81,	188.97			
		Sum Total (B	ase Bid and Mobilization)	\$2,110	0,913.34			





	LE: Joey Barr E: April 28, 2		Memorial Park Phase II			Γ	ID NO: 2021-0762 pital Improvement
				El Pa	Contractors, LLC Iso, TX er 7 of 7		
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
				Additive Al	ternate I		
1.	1	LS	Provide and Install Electrical & Lighting Improvements	\$167,157.00	\$167,157.00		
2.	1	LS	Earthwork and Grading - Cut to Fill	\$40,590.00	\$40,590.00		
3.	1	LS	Earthwork and Grading - Cut to Waste	\$136,530.00	\$136,530.00		
4.	5,480	SY	Provide and Install 2" HMAC/5" Base Coarse/8" Scarified	\$21.53	\$117,984.40		
5.	135	SY	Provide and Install Concrete Speed Table	\$87.33	\$11,789.55		
6.	582	LF	Provide and Install 6" Standard Curb	\$16.30	\$9,486.60		
7.	736	SY	Provide and Install Broom Finished Concrete – 7" Depth	\$8.49	\$6,248.64		
8.	6	EA	Provide and Install ADA Ramp	\$1,107.00	\$6,642.00		
9.	7	EA	Provide and Install Pavement Marking (ADA Wheelchair Symbol)	\$147.60	\$1,033.20		





BID TI1 BID DA	LE: Joey Barr TE: April 28, 2	aza and Vinc 021	o Memorial Park Phase II				BID NO: 2021-0762 pital Improvement
				El Pa	Contractors, LLC aso, TX er 7 of 7		
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
				Additive Al	ternate I		
10.	6	EA	Provide and Install Pavement Marking (ADA Access Aisle)	\$246.00	\$1,476.00		
11.	2,240	LF	Provide and Install 4" Pavement Striping	\$1.35	\$3,024.00		
12.	7	EA	Provide and Install Handicap Signage	\$492.00	\$3,444.00		
13.	70	PR	Provide and Install 12" Mortared Rock Rip-Rap	\$221.40	\$15,498.00		
14.	30	SY	Provide and Install 6" Concrete Rip-Rap	\$132.84	\$3,985.20		
15.	130	SY	Provide and Install 6" Reinforced Concrete Flume	\$132.84	\$17,269.20		
16.	2	EA	Provide and Install 5.0' Covered Flume Structure	\$1,414.50	\$2,829.00		
17.	270	LF	Provide and Install 18" SantiTiteHP Pipe	\$72.57	\$19,593.90		
18.	9	EA	Provide and Install Safety End Treatment	\$4,059.00	\$36,531.00		





	LE: Joey Barr TE: April 28, 2		Memorial Park Phase II				[		ID NO: 2021-0762 pital Improvement
	<u> </u>			El Pa	Contractors, LLC aso, TX er 7 of 7		-		
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
				Additive Al	ternate I	I		1	
19.	1	EA	Provide and Install 10' Pond Depth Gauge	\$1,230.00	\$1,230.00				
20.	1	EA	Provide & Implement Additional Stormwater Pollution Prevention	\$12,300.00	\$12,300.00				
21.	1	LS	Provide & Implement Additional Traffic Control	\$7,380.00	\$7,380.00				
22.	1	LS	Provide & Implement Additional Clearing & Grubbing	\$1,476.00	\$1,476.00				
23.	1	LS	Provide Soil Export	\$387,450.00	\$387,450.00				
24.	1	LS	Provide & Implement Selective Demolition	\$11,685.00	\$11,685.00				
25.	2,270	LF	Provide and Install 6" Curb and Gutter	\$15.99	\$36,297.30				
26.	582	LF	Provide and Install 6" Standard Curb	\$14.76	\$8,590.32				
27.	15	EA	Provide and Install Concrete Parking Stop	\$221.40	\$3,321.00				





	LE: Joey Barra TE: April 28, 20		o Memorial Park Phase II					BID NO: 2021-0762
BID DA	1 E. April 20, 20	021		El Pa	Contractors, LLC aso, TX er 7 of 7			
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
				Additive A	ternate I	-	-	
28.	40	LF	Provide and Install 18" High Rock Wall with Footing & Concrete Cap	\$246.00	\$9,840.00			
29.	19,905	SF	Provide and Install 3" Depth Desert Tan or Rainbow Screenings with Weed FabricUnderlayment	\$1.41	\$28,066.05			
30.	21,310	SF	Provide and Install 3" Depth Grey Stabilized Screenings.	\$2.16	\$46,029.60			
31.	19,295	SF	Provide and Install 1" Desert Tanor Rainbow Rock Mulch, 3" Depthwith Weed Fabric Underlayment	\$1.49	\$28,749.55			
32.	94,770	SF	Provide and Install 2"-4" AntiqueGrey Rock Mulch, 3" Depth with Weed Fabric Underlayment	\$1.46	\$138,364.20			
33.	8,840	SF	Provide and Install EngineeredWood Fiber 4" Depth	\$1.17	\$10,342.80			
34.	6,298	SF	Provide and Install Engineered Wood Fiber 12" Depth	\$3.52	\$22,168.96			
35.	1,040	SF	Provide and Install Synthetic Turfover Fall Surface and Sub Base	\$34.69	\$36,077.60			
36.	6,659	SF	Provide and Install Poured-In- Place Playground Surfacing over Concrete Sub Base	\$30.07	\$200,236.13			





BID NO: 2021-0762

#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021 **DEPARTMENT: Capital Improvement Pride General Contractors, LLC** El Paso, TX Bidder 7 of 7 **Total Amount** (Quantity X Unit Price Unit Price) Item Approx. Unit **Brief Description of Item** No. Quantity (In Figures) Do Not Round **Only Two** Decimals Additive Alternate I \$1,727.18 SF 37. 511 Provide and Install 12" Min. DepthSand Area \$3.38 Bidder's Price: \$172,718.00 Provide and Install 24" Depth LF 38. 44 \$13.53 \$595.32 Concrete Curb Mow Strip Provide and Install Broom Finished 39. 17,500 SF \$5.23 \$91,525.00 Concrete - 4" Depth Provide and Install Bomanite Sandscape 40. 1,120 SF \$11.07 \$12,398.40 Finished Concrete 4" Depth Provide and Install Salt Finished 8,210 SF 41. \$6.77 \$55,581.70 Concrete - 4" Depth Provide and Install - Chain Link 42. 1.953 LF \$69.86 \$136.436.58 Fencing 6ft high Provide and Install 8" Depth 2,000 LF \$14.76 43. \$29,520.00 Concrete Curb Mow Strip Provide and Install Chain Link 44. 8 EΑ \$799.50 \$6,396.00 Gates - 5 ft wide, 6 ft. ht. Provide and Install Chain Link 45. 4 EA \$922.50 \$3.690.00 Gates - 5 ft wide, 8 ft. ht.





BID TIT	LE: Joey Barr	aza and Vind	o Memorial Park Phase II				E	BID NO: 2021-0762
BID DA	TE: April 28, 2	021					DEPARTMENT: Ca	pital Improvement
				El Pa	Contractors, LLC aso, TX er 7 of 7			
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
				Additive Al	ternate I			
46.	733	LF	Provide and Install 4ft ht. Rockwall with Wrought Iron Fence (2'+2')	\$94.71	\$69,422.43			
47.	2	EA	Provide and Install Wrought Iron Double Gates (2-5') - 10 ft wide 4ft. ht. and components	\$965.55	\$1,931.10			
48.	2	EA	Provide and Install Wrought IronDouble Gates (2-6') - 12 ft wide 4 ft. ht.	\$1,103.31	\$2,206.62			
49.	1	EA	Provide and Install Drinking Fountain	\$10,629.66	\$10,629.66			
50.	4	EA	Provide and Install Bench	\$2,687.86	\$10,751.44			
51.	1	EA	Provide and Install Trash Receptacle	\$1,592.85	\$1,592.85			
52.	9	EA	Provide and Install Backstop Net for Field (65 ft. Length)	\$5,535.00	\$49,815.00			
53.	6	EA	Provide and Install Distance Marker	\$738.00	\$4,428.00			
54.	1	EA	Provide and Install ADA Compliant 3 Seats Picnic Table and Metal Canopy	\$15,831.33	\$15,831.33			





	LE: Joey Barr TE: April 28, 2		o Memorial Park Phase II				BID NO: 2021-0762
	r ,	-		El Pa	Contractors, LLC aso, TX er 7 of 7		
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
				Additive Al	ternate I		
55.	3	EA	Provide and Install 30'x30' Metal Canopy for Playground	\$65,547.93	\$196,643.79		
56.	1	EA	Provide and Install Saddle Spinner Play Piece	\$1,693.40	\$1,693.40		
57.	1	EA	Provide and Install Oodle Swing Play Piece	\$9,018.83	\$9,018.83		
58.	1	EA	Provide and Install Omnisping Spinner Play Piece	\$13,460.96	\$13,460.96		
59.	1	EA	Provide and Install Friendship Swing Play Piece	\$5,318.36	\$5,318.36		
60.	1	EA	Provide and Install Geoplex Climbing Wall Play 3 Pieces	\$8,672.42	\$8,672.42		
61.	1	EA	Provide and Install 4 Bay Swing Set Play Piece	\$10,830.30	\$10,830.30		
62.	1	EA	Provide and Install Zipkrooz With Assisted Additional Bay Play Piece	\$36,503.18	\$36,503.18		
63.	1	EA	Provide and Install Playbooster Play Structure	\$183,027.08	\$183,027.08		





			o Memorial Park Phase II					BID NO: 2021-0762
BID DA	TE: April 28, 2	021					DEPARTMENT: Ca	pital Improvement
				Pride General Contractors, LLC				
					iso, TX			
				Bidde	er 7 of 7			
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
				Additive Al	ternate I			
64.	1	EA	Provide and Install 2 Bay Toddler Swing Set Play Piece	\$2,944.47	\$2,944.47			
65.	1	EA	Provide and Install Elevated Sand Table Play Piece	\$4,923.08	\$4,923.08			
66.	1	EA	Provide and Install Accessible Superscoop Play Piece	\$1,620.05	\$1,620.05			
67.	3	EA	Provide and Install Cozy Domes Play Piece	\$8,534.50	\$25,603.50			
68.	1	EA	Provide and Install Roller TablePlay Piece	\$19,366.20	\$19,366.20			
69.	1	EA	Provide and Install Bobble RiderPlay Piece	\$1,983.22	\$1,983.22			
70.	1	EA	Provide and Install Six Piece Rhapsody Instruments	\$34,022.72	\$34,022.72			
71.	1	EA	Provide and Install Healthbeat Hand Cycler	\$5,479.34	\$5,479.34			
72.	1	EA	Provide and Install Healthbeat TaiChi Wheels	\$4,786.55	\$4,786.55			





	LE: Joey Barr TE: April 28, 2		Memorial Park Phase II				ID NO: 2021-0762 pital Improvement
		-		El Pa	Contractors, LLC aso, TX er 7 of 7		
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
				Additive Al	ternate I		
73.	6	EA	Provide and Install Removable Bollards	\$1,107.00	\$6,642.00		
74.	7	EA	Provide and Install Handicap Parking Sign	\$492.00	\$3,444.00		
75.	228,862	SF	Provide and Install Hybrid Bermuda Sod	\$1.19	\$272,345.78		
76.	168	EA	Provide and Install Shrubs, 5 Gal.	\$35.67	\$5,992.56		
77.	132	EA	Provide and Install Trees, 2" Caliper	\$467.40	\$61,696.80		
78.	1	EA	Provide and Install 4" Irrigation Meter	\$24,600.00	\$24,600.00		
79.	1	LS	Provide and Install New Irrigation System	\$281,670.00	\$281,670.00		
80.	1	LS	Provide and Install New Irrigation System	\$5,166.00	\$5,166.00		
81.	1	LS	Provide and Install Plumbing for Pre-Fabricated Restroom	\$15,375.00	\$15,375.00		





BID TIT	LE: Joey Barr	aza and Vino	Memorial Park Phase II			BID NO: 2021-0762
BID DA	TE: April 28, 2	021				DEPARTMENT: Capital Improvement
				Pride General	Contractors, LLC	
					aso, TX er 7 of 7	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	
			•	Additive Al	ternate I	
82.				Left Blanl	Intentionally	
				-		
	Sum Total – Additive Alternate I (Items 1-82)				8,024.40 ce: \$3,509,275.22	
	Mobilization (Not to exceed 5% of Sum Total of Base Bid)			\$140	,371.01	
	Sum Total (Additive Alternate I and Mobilization)				8,395.41 ce: \$3,649,646.23	



Achievement of Encellence 2020 Award Winner

			o Memorial Park Phase II					BID NO: 2021-0762
BID DA	TE: April 28, 2	2021				[	DEPARTMENT: Ca	pital Improvemen
				Pride General Contractors, LLC El Paso, TX Bidder 7 of 7				
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
				Additive Alt	ernate II			
1.	1	LS	Provide and Implement Additional Clearing & Grubbing	\$8,856.00	\$8,856.00			
2.	1	LS	Provide and Implement Additional Approved Traffic Control	\$5,535.00	\$5,535.00			
3.	1	LS	Provide and Install Electrical & Lighting Improvements	\$1,599,000.00	\$1,599,000.00			
4.	1	LS	Provide Earthwork and Grading -Cut to Fill	\$132,840.00	\$132,840.00			
5.	1	LS	Provide Earthwork and Grading -Cut to Waste	\$12,300.00	\$12,300.00			
6.	30	LF	Provide and Install Storm Drainage Improvements - 12"SantiTiteHP Pipe	\$68.88	\$2,066.40			
7.	2	EA	Provide and Install Storm Drainage Improvements - SafetyEnd Treatment	\$4,059.00	\$8,118.00			
8.	1	LS	Provide and Implement Additional Stormwater Pollution Prevention	\$3,690.00	\$3,690.00			
9.	1	LS	Provide Soil Export	\$123.00	\$123.00			





BID NO: 2021-0762

BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021

BID DA	TE: April 28, 2	2021				Γ	DEPARTMENT: Ca	pital Improvement
				El Pa	Contractors, LLC aso, TX er 7 of 7			
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
				Additive Alt	ernate II	·		
10.	1	LS	Provide and Implement Selective Demolition	\$3,690.00	\$3,690.00			
11.	15,805	SF	Provide and Install 3" Depth Desert Tan or Rainbow Screenings with Weed Fabric Underlayment	\$1.88	\$29,713.40			
12.	200	SF	Provide and Install 1" Desert Tanor Rainbow Rock Mulch, 3" Depthwith Weed Fabric Underlayment	\$1.92	\$384.00			
13.	11,540	SF	Provide and Install Engineered Wood Fiber, 12" Depth	\$3.54	\$40,851.60			
14.	5,720	SF	Provide and Install Broom Finished Concrete 4" Depth	\$6.15	\$35,178.00			
15.	5,050	SF	Provide and Install Bomanite Sandscape Finished Concrete4" Depth	\$11.07	\$55,903.50			
16.	1,860	SF	Provide and Install Salt Finished Concrete - 4" Depth	\$6.77	\$12,592.20			
17.	1,660	LF	Provide and Install - Chain Link Fencing 6ft high	\$69.86	\$115,967.60			
18.	1,750	LF	Provide and Install 8" Depth Concrete Curb Mow Strip	\$14.64	\$25,620.00			



Achievement of Excellence In Procurement 2020 Award Winner

			o Memorial Park Phase II				E DEPARTMENT: Ca	BID NO: 2021-0762
	BID DATE: April 28, 2021				Pride General Contractors, LLC El Paso, TX Bidder 7 of 7			
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
J				Additive Al	ternate II			
19.	4	EA	Provide and Install Chain Link Gates - 5 ft wide, 6 ft. ht.	\$799.50	\$3,198.00			
20.	2	EA	Provide and Install Chain Link Gates - 10 ft wide, 6 ft. ht.	\$1,599.00	\$3,198.00			
21.	1	EA	Provide and Install ADA Compliant 3 Seats Picnic Table and Metal Canopy	\$16,443.13	\$16,443.13			
22.	1	EA	Provide and Install 4 Seats Picnic Table and Metal Canopy	\$16,971.54	\$16,971.54			
23.	6	EA	Provide and Install Aluminum Bleachers with Galvanized SteelChain Link Guardrail	\$8,825.25	\$52,951.50			
24.	3	EA	Provide and Install TrashReceptacle	\$1,592.85	\$4,778.55			
25.	32	EA	Provide and Install Shrubs, 5 Gal.	\$35.67	\$1,141.44 Contractor's Price: \$1,441.44			
26.	76	EA	Provide and Install Trees, 2"Caliper	\$448.95	\$34,120.20			
27.	210,090	SF	Provide and Install HybridBermuda Sod	\$1.19	\$250,007.10			





#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID NO: 2021-0762 BID DATE: April 28, 2021 **DEPARTMENT: Capital Improvement** Pride General Contractors, LLC El Paso, TX Bidder 7 of 7 **Total Amount** (Quantity X Approx. Unit Price Unit Price) Item Unit **Brief Description of Item** Quantity (In Figures) **Do Not Round** No. **Only Two** Decimals Additive Alternate II LS Provide and Install IrrigationSystem Additions 28. 1 \$183,270.00 \$183,270.00 Provide and Implement 29. LS \$9,840.00 1 \$9,840.00 Additional Mobilization/Demobilization \$2,668,348.16 Sum Total – Additive Alternate II (Items 1-29) Contractor's Price: \$2,668,617.36



Item

No.

1.

2.

3.

4.

5.

6.

7.

8.

9.

1

1

#### **CITY OF EL PASO REVISED BID TABULATION FORM**



BID NO: 2021-0762

#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID DATE: April 28, 2021 **DEPARTMENT: Capital Improvement** Pride General Contractors, LLC El Paso, TX Bidder 7 of 7 Total Amount (Quantity X Approx. Unit Price Unit Price) Unit **Brief Description of Item** Quantity (In Figures) Do Not Round **Only Two** Decimals Additive Alternate III Provide and Install Pre-Fabricated LS 1 \$244,800.75 \$244,800.75 **Restroom Building and Foundation** Provide and Install 1" Desert Tanor Rainbow 775 SF Rock Mulch, 3" Depth with Weed Fabric \$1.49 \$1,154.75 Underlayment Provide and Install Broom Finished 400 SF \$6.15 \$2,460.00 Concrete -4" Depth Provide and Install 18" High RockWall with 40 LF \$270.60 \$10,824.00 Footing & Concrete Cap ΕA Provide and Install DrinkingFountain \$14,319.66 1 \$14,319.66 Provide and Install Electrical to 1 LS \$15,375.00 \$15,375.00 supply Pre-Fabricated Restroom Provide and Install Plumbingimprovements to LS \$17,220.00 \$17,220.00 1 supply Pre-Fabricated Restroom

LS

LS

Provide and Implement Additional

Mobilization/Demobilization

Provide and Implement Additional

Approved Traffic Control

\$3,690.00

\$3,075.00

\$3,690.00

\$3,075.00





	LE: Joey Barr E: April 28, 2		Memorial Park Phase II				BID NO: 2021-0762 pital Improvement
	<u>(12. April 20, 2</u>			El Pa	Contractors, LLC aso, TX er 7 of 7		
ltem No.				Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
				Additive Alt	ernate III		
10.	10.         1         LS         Provide and Install IrrigationSystem Additions		\$30,750.00	\$30,750.00			
	Sun	n Total – Addi	tive Alternate III (Items 1-10)	\$343	,669.16		





BID NO: 2021-0762

BID TITLE: Joey Barraza and Vino Memorial Park Phase II

BID DA	TE: April 28, 2	2021				DEPARTMENT: C	apital Improvement
				El Pa	Contractors, LLC aso, TX er 7 of 7		
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
				Additive Alt	ernate IV	 	
1.	1	EA	Provide and Install Healthbeat Elliptical	\$14,071.20	\$14,071.20		
2.	1	EA	Provide and Install Healthbeat Pull Up Dip	\$4,245.04	\$4,245.04		
3.	1	EA	Provide and Install Healthbeat Chest/Back Press	\$9,995.29	\$9,995.29		
4.	1	EA	Provide and Install Healthbeat Balance Steps	\$4,997.65	\$4,997.65		
5.	1	EA	Provide and Install Healthbeat Squat Press	\$9,995.14	\$9,995.14		
6.	1	EA	Provide and Install Healthbeat ABCrunch/Leg Lift	\$4,126.65	\$4,126.65		
7.	1	EA	Provide and Install Healthbeat Cardio Stepper	\$12,481.43	\$12,481.43		
8.	1	EA	Provide and Install Healthbeat Plyometrics	\$4,997.64	\$4,997.64		
9.	1	EA	Provide and Install Fitcore Globed Grasp Overhead	\$7,720.56	\$7,720.56		





	LE: Joey Barr TE: April 28, 2		Memorial Park Phase II				[	ID NO: 2021-0762 pital Improvement
				Pride General Contractors, LLC El Paso, TX Bidder 7 of 7				
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
	Additive Alternate IV							
10.	1	EA	Provide and Install Angled Overhead Ladder	\$9,893.81	\$9,893.81			
11.	1	EA	Provide and Install Fitcore WheelBridge Overhead	\$6,485.94	\$6,485.94			
12.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$3,690.00	\$3,690.00			
13.     1     LS     Provide and Implement Additional Approved Traffic Control     \$2,460				\$2,460.00	\$2,460.00			
	Sum Total – Additive Alternate IV (Items 1-13)			\$95,	160.35			





			o Memorial Park Phase II					ID NO: 2021-0762
BID DA	BID DATE: April 28, 2021			Pride General Contractors, LLC El Paso, TX Bidder 7 of 7		l	DEPARTMENT: Ca	pital Improvement
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
				Additive Alt	ernate V			
1.	1	LS	Provide Earthwork and Grading	\$18,450.00	\$18,450.00			
2.	1	LS	Provide and Implement Selective Demolition	\$1,845.00	\$1,845.00			
3.	1	LS	Provide and Implement AdditionalTraffic Control	\$1,845.00	\$1,845.00			
4.	7,675	SF	Provide and Install 1" Desert Tanor Rainbow Rock Mulch, 3" Depthwith Weed Fabric Underlayment	\$1.92	\$14,736.00			
5.	7,205	SF	Provide and Install 2"-4" AntiqueGrey Rock Mulch, 4" Depth with Weed Fabric Underlayment	\$1.88	\$13,545.40			
6.	215	LF	Provide and Install - Chain Link Fencing 6ft high	\$69.86	\$15,019.90			
7.	343	LF	Provide and Install 8" Depth Concrete Curb Mow Strip	\$14.76	\$5,062.68			
8.	2	EA	Provide and Install Chain Link Gates - 5 ft wide, 6 ft. ht.	\$799.50	\$1,599.00			
9.	4	EA	Provide and Install Chain Link Gates - 15 ft wide, 6 ft. ht.	\$2,398.50	\$9,594.00			





	LE: Joey Barr TE: April 28, 2		o Memorial Park Phase II				B DEPARTMENT: Ca	ID NO: 2021-0762
	<u>12. April 20, 2</u>	021		El Pa	Contractors, LLC aso, TX er 7 of 7			
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
				Additive Alt	ernate V			
10.	2	EA	Provide and Install Chain Link Gates - 5 ft wide, 8 ft. ht	\$922.50	\$1,845.00			
11.	27	EA	Provide and Install Shrubs, 5 Gal.	\$35.67	\$963.09			
12.	9	EA	Provide and Install Trees, 2"Caliper	\$448.95	\$4,040.55			
13.	9,040	SF	Provide and Install HybridBermuda Sod	\$1.19	\$10,757.60			
14.	9,040	LS	Remove and Relocate Existing Rock at Skate Park	\$1.23	\$11,119.20			
15.	1	LS	Provide and Install IrrigationSystem Additions	\$15,990.00	\$15,990.00			
16.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$1,845.00	\$1,845.00			
	Sun	n Total – Ado	litive Alternate V (Items 1-16)	\$128	,257.42			





#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II BID NO: 2021-0762 BID DATE: April 28, 2021 **DEPARTMENT:** Capital Improvement Pride General Contractors, LLC El Paso, TX Bidder 7 of 7 **Total Amount** (Quantity X **Unit Price** Unit Price) Item Approx. Unit Brief Description of Item No. Quantity (In Figures) **Do Not Round Only Two** Decimals Additive Alternate VI Provide and Install New Prefabricated LS \$595,964.52 1. 1 \$595,964.52 Office/MaintenanceBuilding 2. 1 LS Earthwork and Grading - Cut to Fill \$3.690.00 \$3.690.00 3. LS Earthwork and Grading - Cut to Waste \$3.690.00 \$3.690.00 1 PR 4. 15 Standard Rockwall \$202.95 \$3,044.25 LF Standard Rockwall Footing 5. 100 \$18.45 \$1,845.00 Provide and Implement Additional LS 6. 1 \$3,690.00 \$3,690.00 Stormwater Pollution Prevention Provide and Implement Additional LS 7. \$3,075.00 \$3,075.00 1 Approved Traffic Control 8. 1 LS **Provide Selective Demolition** \$2,460.00 \$2,460.00 Provide and Install Broom Finished 9. 1 SF \$6.15 \$6.15 Concrete - 4" Depth





#### BID TITLE: Joey Barraza and Vino Memorial Park Phase II

BID NO: 2021-0762 DEPARTMENT: Capital Improvement

BID DA	TE: April 28, 2	021				D	EPARTMENT: Ca	pital Improvement
				Pride General	Contractors, LLC			
					iso, TX er 7 of 7			
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
				Additive Alt	ernate VI			
10.	1	LS	Provide Electrical Improvements to supply Office/Maintenance Building	\$9,225.00	\$9,225.00			
11.	1,099	SF	Provide and Install HybridBermuda Sod	\$1.60	\$1,758.40			
12.	1	LS	Provide Plumbing Improvementsto supply Office/Maintenance Building	\$16,605.00	\$16,605.00			
13.	1	LS	Provide and Install IrrigationSystem Revisions	\$2,460.00	\$2,460.00			
14.	1	LS	Provide and Implement Additional Mobilization/Demobilization	\$4,305.00	\$4,305.00			
	Sun	n Total – Add	itive Alternate VI (Items 1-14)	\$651	,818.32			

		views List
1	Garcia, Alfonso	1988
2	Skertchly, Edgar	AAA General Contrato
3	Gallegos, Mari	Abescape
4	Counts, Tim	Accent Landscape Con
5	Dittmar, Mark	Access Communication
6	Aceves, Victor	Acebo Solutions, LLC
7	Allen, Miguel	Allen Concrete, Inc.
8	Chacon, Salvador	Allied Paving Compan
9	Undzis, Maureen	AM Signal, Inc.
10	Gomez, Priscilla	American Pavement Pr
11	Aragon, Yvonne	AMPTX Electric
12	Rugh, John	AMTEK
13	martinez, ryan	ARS landscaping corp
14	Apodaca Jr, Victor D	Ask Vic LLC
15	herrera, cesar	asphalt pavers inc.
16	Marcum, TJ	AstroTurf
10	Shane, Coler	Aztec Contractors
18	Velasco, Mario	Bain Construction
10	Stresow, Adrian	Banes General Contra
20	Williams, Mark	Barrier Fence LLC
20	Esparza, Isidoro	Basic IDIQ.Inc
22	Luna, Larry	Bella Luna Engineeri
23	Perez, Melissa	Beltran Electrical C
23	Guardado, Carlos	Best Ironworks
24	Bid, Judge	BidJudge.com
26	Luna, Hector	Black Stallion Contr
20	Acosta, David	Border Demolition An
28	Hessney, Steve	Bowen Industrial Con
28	Caballero, Luis	Caballero Electric C
30	Concha, David	CEA Group
30	Ponzio, Ronnie	ced
32	Damek, Mitch	Champion Fuel Soluti
33	comaduran, richard	comaduran constructi
34	Wilbanks, Ben	Compound Design
34	Kyle, Bellomy	ConstructConnect
36	Gibson, Patty	construction Bid Sou
37	Exton, Pamela	Construction Journal
37	Wood, Jane	Construction Reporte
38	Edwards, Bill	
40		Contech CONTRACTOIRS & ENGIN
40	TYREE, BRUNO Deg, Maria	Contractors Register
41	Buccaran, Joseph	Convertgint Technolo
42	Kish, Julie	Creative Academics L
43		
	Oney, Hilary	CSA Constructors
45 46	Mondello, Shannon	Dantex General Contr
	HARRISON, MIKE	DEL MAR CONTRACTING,
47	Delgado, Alberto	Delgado's Repair

		VIEWS LIST
48	Management, Source	Deltek
49	Hudson, Brad	Direx Construction,
50	Peggy, Koehn	Dodge Data
51	Soto, Daniel	DRS Rock Materials,
52	Ragan, Bill	DUGOUTS USA
53	Massie, Scott	DYNAMO PLAYGROUNDS
54	Erick, Osorio	ecoReach, Inc.
55	carrillo, oscar	El Paso Bestway Cons
56	Castro, Patricia	El Paso JAG
57	Soto, Lorena	El Paso Sanitation S
58	Ramirez, Christina	Emerald Mechanical C
59	Dominguez, Luis	Enotsyek
60	Armando, Saldivar	Ep Western Electric
61	McKean, Michelle	Exerplay
62	Jaramillo, Jorge	Fulcrum Contracting
63	Rivas, Fernando	GCC Sun City Materia
64	Chavez, Mario	Globe Builders Ilc
65	Sambrano, Michael	Gracen Eng. And Cons
66	Lyndaker, Robert	Grand Slam Safety, L
67	Melendez, Fred	Graybar
68	Melvin, Craig	GreenBlue Urban
69	Mayberry, Denise	Hammer And Steel, In
70	Jorge, Ojeda	НАЖК
71	Mulligan, Matthew	HB Construction
72	Menefee, Kim	Hellas Construction
73	Mejia, Saul	Horizone Constructio
74	Ortiz, Lupe	HRT Roofing And Cons
75	Balai, Rakesh	i- Sourcing Technolo
76	Lopez, Michael	IAndR Construction
77	Molina, Marcos	International Eagle
78	Espino, Ruben	IQP CANOPIES LLC
79	Ramirez, Sal	J Carrizal Construct
80	Guillermo, Ovies	J.A.R
81	Soto, Mauro	JMR Demolition
82	Lowrance, Gloria	Jobe Materials, L.P.
83	Figueroa, Joseph	Jordan Foster Constr
84	Yakorevsky, Ella	KEAndG Construction
85	Guillen, Francisco	Keystone GC, LLC.
86	Puente, Ed	Kraftsman Commercial
87	Soto, Mauro	LAC Construction
88	Naranjo, Lizandro	Lizandro Naranjo
89	Olague, Bernardino	LOI ENGINEERS
90	Gonzalez, Ruben	Lomeli and sons Land
91	GUTIERREZ, MANNY	MANNY'S LANDSCAPE AN
92	Lopez, Manny	Manroe Allied Contra
93	mota, pablo	Martinez Brothers Co
94	martinez, avelardo	martinez irrigation

		views List
95	matyear, william	matco
96	Tanzy, Russell	Mesa electrical cont
97	Alonso, Mario	Mirador Enterprises
98	Ortiz, Cano	Mr.
99	Drapes, Michael	MTI Ready Mix
100	Martinez, Joe	MTZ Precision Contra
101	Nevarez, Christy	Noble General Contra
102	MELENDEZ, OSWALDO	NOMA COMMERCIAL LAND
103	Kopinsky, Juan	Peek Traffic
104	Lopez, Rafael	Perikin Enterprises,
105	Regalado, Peter	Phoenix General Cont
106	sumners, cheryl	Play by design inc
107	Walls, Jason	Premier Coating
108	becker, phil	Premium Park Product
109	Salgado, Ramon	Pride General Contra
110	Ortiz, Lupe	Prime Irrigation And
111	Jones, Kim	Prime Vendor Inc.
112	Carla, Kraus	Public Restroom Comp
113	Ramirez, Adrienne	Quantum Engineering
114	Morris, Bryan	RBM Engineeering, In
115	colmenero, robert	rc enterprises inc
116	urteaga, Ernesto	RCPM
117	Valdespino, Carlos	Roman Construction
118	Javier, Salcedo	S.Roberts Iron Works
119	dsf, sdfa	sdaf
120	HOPKINS, FRANK	SELS USA LLC
121	Hradek, Deborah	Sites Southwest, LLC
122	Bjornsson, Ron	Smartprocure
123	Adair, Cindy	Southern Bleacher Co
124	Vasquez, Gustavo	Southwest Drywall An
125	Romano, Crystal	Southwest Hazard Con
126	ALLEN, STEVE	SPARTAN CONSTRUCTION
127	Ball, Dan	Spencer Construction
128	Yahve, Gallegos	Star Pavers Construc
129	Rosales, Angelica	Sundt Construction
130	McMillan, Matthew	SWCA Environmental C
131	Walling, Allison	The Office of James
132	Hernandez, Cecilia	The PlanIt Room
133	Popenoe, Jeff	The PlayWell Group,
134	Diaz, Christian	TIA Facility Service
135	Enriquez, Angelita	Traffic Barricade Se
136	romero, ron	triple m recreation
130	Motta, Alejandro	Tri-State Electric,
137	Serrano, Victor	Veliz Construction
138	Ruiz, Erika	Vertex Contractors,
140	Diaz, Rebeca	Vesta Rea And Associ
140	Olguin, Jeannette	Vitual Builders Exch
L 171	organi, scannette	

142	Austin, Fork	Wayne Enterprises
143	Garcia, Mark	Win Supply
144	Vaquera, Israel	yucca contracting
145	Acosta, German	Zayza Irrigation And
146	Construction, Ztex	Ztex Construction
147	Banquil, Lovely	
148	Courtney, Goulding	
149	Hernandez, Alberto	
150	James, Hardison	
151	Martinez, Jessica	
152	RAMIREZ, ARTURO	
153	Watson, Frank	

# Joey Barraza & Vino Memorial Park (Phase II) Solicitation 2021-0762





## **PROJECT DETAILS**

	JOEY BARRAZA & VINO MEMORIAL PARK PHASE II
LOCATION	11270 McCombs Street
DISTRICT	4
TOTAL BUDGET	\$4,895,494.23
FUNDING SOURCE	Parkland Dedication & Texas Wildlife Grant





## **PROJECT LOCATION**

• The project is located at 11270 McCombs Street



### **SCOPE OF WORK**

BASE BID:

- ✓ One soccer practice field
- ✓ Dog Park

Alternative I:

- ✓ Two soccer practice field
- ✓ All abilities playground
- ✓ Trail & trail amenities
- ✓ Extension of existing parking lot

## 5

### **PROCUREMENT SUMMARY**

- Lowd Bid
  - Solicitation advertised on January 26, 2021 and February 2, 2021
  - 7 firms submitted bids, 6 local vendors
- Recommendation
  - To award the construction contract to Perikin Enterprises, LLC for an estimated award of \$4,791,485.32
- Construction Schedule
  - Start: Summer/ 2021

• End: Summer / 2022



# THANK YOU

## Mission

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

## Vision

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

### ☆ Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

#### File #: 21-616, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### Districts 1 & 8

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

#### AGENDA LANGUAGE:

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

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

#### Award Summary:

Discussion and action on the award of Solicitation 2021-1152 Oregon Street Lighting to Tri-State Electrical, Ltd for an estimated award of \$1,014,900.00. The purpose of the project is to enhance Oregon Street by installing street and pedestrian illumination that will provide improved visibility and safety to pedestrians and vehicles using the corridor while encouraging the use of Sun Metro's BRIO and the El Paso Streetcar.

Department: Award to:	Capital Improvement Tri-State Electrical, Ltd Vinton, TX
Items:	Base Bid I
Initial Term:	80 Consecutive Calendar Days
Base Bid I:	\$1,014,900.00
Total Estimated Award:	\$1,014,900.00
Funding Source:	2017 Certificates of Obligation
Account:	190-4743-38290-580270-PCP18ST015
Districts:	1 and 8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Tri-State Electrical, Ltd, the 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

#### File #: 21-616, Version: 1

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.

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

AGENDA DATE: PUBLIC HEARING DATE:	June 8, 2021 Not Applicable
CONTACT PERSON(S) NA	ME AND PHONE NUMBER:
( )	Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845
	Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181
DISTRICT(S) AFFECTED:	1 and 8
STRATEGIC GOAL:	No. 7 - Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL:	7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

#### SUBJECT:

Discussion and action on the award of solicitation 2021-1152 Oregon Street Lighting to Tri-State Electrical, Ltd for an estimated award of \$1,014,900.00.

#### **BACKGROUND / DISCUSSION:**

The purpose of the project is to enhance Oregon Street by installing street and pedestrian illumination that will provide improved visibility and safety to pedestrians and vehicles using the corridor while encouraging the use of Sun Metro's BRIO and the El Paso Streetcar. The improvements consist of using existing foundations for the new illumination pole and fixtures with minor repairs to conduit and sidewalk.

#### **SELECTION SUMMARY:**

Solicitation was advertised on April 6, 2021 and April 13, 2021. The solicitation was posted on City website on April 6 2021. The email (Purmail) notification was sent out on April 8, 2021. There were a total seventynine (79) viewers online; three (3) bids were received: two (2) from local suppliers.

#### **CONTRACT VARIANCE:**

N/A

PROTEST No protest received for this requirement.

#### **PRIOR COUNCIL ACTION:**

N/A

#### AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,014,900.00 Funding Source: 2017 Certificates of Obligation Account: 190-4743-38290-580270-PCP18ST015

#### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Capital Improvement **SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

#### 

DEPARTMENT HEAD:

#### COUNCIL PROJECT FORM (Low Bid)

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **JUNE 8, 2021**.

#### STRATEGIC GOAL 7 – Enhance and Sustain El Paso's Infrastructure Network

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

Award Summary:

Discussion and Action on the award of solicitation 2021-1152 Oregon Street Lighting to Tri-State Electrical, Ltd for an estimated award of \$1,014,900.00. The purpose of the project is to enhance Oregon Street by installing street and pedestrian illumination that will provide improved visibility and safety to pedestrians and vehicles using the corridor while encouraging the use of Sun Metro's BRIO and the El Paso Streetcar.

Department:	Capital Improvement
Award to:	Tri-State Electrical, Ltd
	Vinton, TX
Item(s):	Base Bid I
Initial Term:	80 Consecutive Calendar Days
Base Bid I:	\$1,014,900.00
Total Estimated Award:	\$1,014,900.00
Funding Source:	2017 Certificates of Obligation
Account:	190-4743-38290-580270-PCP18ST015
District(s):	1 and 8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Tri-State Electrical, Ltd, the lowest responsive and responsible bidder.

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

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

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

2021-1152 Oregon Street Lighting Bid Tab Summary		
		Base Bid I
1.	Tri-State Electrical, Ltd.	\$1,014,900.00
2.	El Paso A.R.C. Electric, Inc.	\$1,119,095.00
3.	Martinez Bros Contractors, LLC	\$1,196,224.00



#### CITY OF EL PASO BID TABULATION FORM



BID DA	TE: May	12, 2021	et Lighting						DE	PARTMENT: Ca	BID NO: 2021-11 pital Improveme
				El Paso A.R.(	C. Electric, Inc.	Martinez Bros.	Contractors, LLC	Tri-State E	lectric, Ltd.		
				El Paso, TX Bidder 1 of 3		El Paso, TX Bidder 2 of 3		Vinton, TX Bidder 3 of 3			
ITEM NO.	APX QTY	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 – l	JNIT PRICE S	CHEDULE				
1.					L	eft Blank Intention	ally				
2.	100	SY	Sidewalk Remove and Replace	\$60.00	\$6,000.00	\$84.00	\$8,400.00	\$500.00	\$50,000.00		
3.	4	EA	Light Pole Foundation Removal	\$1,500.00	\$6,000.00	\$3,840.00	\$15,360.00	\$2,100.00	\$8,400.00		
4.	1	LS	30 foot Roadway Light Pole with Double Fixture	\$851,703.00	\$851,703.00	\$1,026,504.00	\$1,026,504.00	\$725,000.00	\$725,000.00		
5.	700	LF	Horizontal Drilling (Bore)	\$90.00	\$63,000.00	\$45.60	\$31,920.00	\$65.00	\$45,500.00		
6.	50	LF	Landscape Repairs	\$200.00	\$10,000.00	\$80.00	\$4,000.00	\$1,200.00	\$60,000.00		
7.	10	EA	Inground Pullboxes	\$900.00	\$9,000.00	\$900.00	\$9,000.00	\$1,500.00	\$15,000.00		
8.	4	EA	Added Stock	\$27,848.00	\$111,392.00	\$9,000.00	\$36,000.00	\$5,500.00	\$22,000.00		



#### CITY OF EL PASO BID TABULATION FORM



#### BID TITLE: Oregon Street Lighting BID DATE: May 12, 2021

#### BID NO: 2021-1152

DEPARTMENT:	Capital	Improvement
-------------	---------	-------------

010 01	RIL. May	12, 2021							81		sitai impiovement
		El Paso A.R.C. Electric, Inc.		Martinez Bros. Contractors, LLC		Tri-State Electric, Ltd.					
				El Paso, TX		El Pa	El Paso, TX		on, TX		
					Bidder 1 of 3		Bidder 2 of 3		Bidder 3 of 3		
ITEM NO.	APX QTY	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	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 – UNIT PRICE SCHEDULE										
9.	1	LS	Traffic Control	\$30,000.00	\$30,000.00	\$23,040.00	\$23,040.00	\$45,000.00	\$45,000.00		
	Sum Total Base Bid I (Item 1 – Item 9)		\$1,087	7,095.00	\$1,154	,224.00	\$970,	900.00			
Мо	Mobilization (Not to exceed 5% of sum total base bid)		\$32,0	00.00	\$42,000.00		\$44,000.00				
	Sum Total Base Bid I + Mobilization		\$1,119,095.00		\$1,196	,224.00	\$1,014	,900.00			
	Amendment(s) Acknowledged		Yes		Yes		Yes				
	Bid Bond		Yes		Yes		Yes				

	2021-1152 Oregon St	reet Lighting				
	View List					
1	Acosta, German	Zayza Irrigation And				
2	Aragon, Yvonne	AMPTX Electric				
3	Assistant, Marketing	Bridgefarmer And Ass				
4	Austin, Fork	Wayne Enterprises				
5	Balai, Rakesh	i- Sourcing Technolo				
6	Bjornsson, Ron	Smartprocure				
7	Brewbaker, Cynthia	Telensa				
8	Caballero, Luis	Caballero Electric C				
9	Cervantes, Marlena	J. CARRIZAL GENERAL				
10	Cody, Brannon	Integrated Marketing				
11	Concha, David	CEA Group				
12	Deg, Maria	Contractors Register				
13	Diaz, Andrew	Perikin Enterprises				
14	Dittmar, Mark	Access Communication				
15	Dominguez, Luis	Enotsyek				
16	Downing, Raymond	R.C. Downing And Ass				
17	Drapes, Michael	MTI Ready Mix				
18	Exton, Pamela	Construction Journal				
19	Fuller, Anna	Tri-State Electric,				
20	Gibson, Patty	construction Bid Sou				
21	Gonzalez, Ruben	Lomeli and sons Land				
22	GUTIERREZ, MANNY	MANNY'S LANDSCAPE AN				
23	Hernandez, Carlos	Lesna Construction,				
24	Hernandez, Cecilia	The PlanIt Room				
25	HOPKINS, FRANK	SELS USA LLC				
26	Hudson, Brad	Direx Construction,				
27	Jones, Kim	Prime Vendor Inc.				
28	Jorge, Ojeda	НАШК				
29	Kloc, Philip	Southern Lighting Gr				
30	Kyle, Bellomy	ConstructConnect				
31	Lefebvre, Felix	Dimonoff				
32	Loganathan, Jayalakshmi	Dodge Data And Analy				
33	Lopez, Jose	Mirador				
34	Lopez, Michael	IAndR Construction				
35	Lowrance, Gloria	Jobe Materials, L.P.				
36	Lujan, Rosie	ECM International				
37	Luna, Hector	Black Stallion Contr				
38	Luna, Larry	Bella Luna Engineeri				
39	Maldonado, Mariana	Horizone Constructio				
40	Management, Source	Deltek				
41	McCarthy, Rebecca	Daybreak LED LLC				
42	Melendez, Fred	Graybar				
43	Mendivil, Michael	Rio Grande Lighting				
44	Mercer, Garrett	MERCER TECHNOLOGIES				

2021-1152 Oregon Street Lighting				
	View List			
45	Miller, Mary	PWXPress		
46	Morris, Bryan	RBM Engineeering, In		
47	mota, pablo	Martinez Brothers Co		
48	Motta, Alejandro	Tri-State Electric,		
49	Myers, Steve	Universal Industrial		
50	Olguin, Jeannette	Vitual Builders Exch		
51	Olivas, Rito	Border States Electr		
52	Oney, Hilary	CSA Constructors		
53	Ortiz, Cano	Mr.		
54	Peggy, Koehn	Dodge Data		
55	Pena, David	Accurate electric		
56	Ponzio, Ronnie	ced		
57	Portillo, Myrna	El Paso A. R. C. Ele		
58	Research, Manager	DeAngelo Brothers LL		
59	Reyes, Carlos	Black Stallion Group		
60	Rugh, John	AMTEK		
61	Ruiz, Erika	Vertex Contractors,		
62	SALAZAR, ART	APACHE BARRICADE And		
63	Sambrano, Michael	Gracen Eng. And Cons		
64	Sanchez, Carlos	Hadwin		
65	Shane, Coler	Aztec Contractors		
66	Soto, Daniel	DRS Rock Materials,		
67	Soto, Emily	Longhorn Electrical		
68	Tanzy, Russell	Mesa electrical cont		
69	Thompson, Brad	Capital Improvements		
70	urteaga, Ernesto	RCPM		
71	Verna, Dan	WESCO Energy Solutio		
72	White, Brian	High Voltage Electri		
73	Wood, Jane	Construction Reporte		
74	Yu, Jackson	SolarMax LED, Inc		
75	Banquil, Lovely			
76	Bidding, PowerSystems			
77	Martinez, Jessica			
78	Watson, Frank			
79	Werthmann, Joseph			



Legislation Text

#### File #: 21-568, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### All Districts

Airport, Sam Rodriguez, (915) 212-7301

#### AGENDA LANGUAGE:

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

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 \$2,680,182. Such real property legally described as a 6.6348 acres (289,013 SQ. FT.} parcel of land located in the T.&P.R.R. Co. Survey, Township No. 2, Block No. 80, Section No. 35, Abstract No. 2418, El Paso County, Texas, being a Portion of Lot 2, Block 2, Butterfield Trail Aviation Park, Unit Two, A Subdivision recorded in Volume 78, Page 87 and 87A, of the Plat Records of El Paso County, Texas (P.R.E.P.C.TX.), Described in a deed from the United States of America to the City of El Paso, recorded in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records of El Paso County, Texas (D.R.E.P.C.TX.).

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

AGENDA DATE:May 25, 2021PUBLIC HEARING DATE:June 8, 2021

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

#### DISTRICT(S) AFFECTED: All

#### STRATEGIC GOAL: No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development No. 3: Promote the Visual Image of El Paso

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

#### SUBGOAL:

#### SUBJECT:

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 \$2,680,182. Such

real property legally described as a 6.6348 acres (289,013 SQ. FT.) parcel of land located in the T.&P.R.R. Co. Survey, Township No. 2, Block No. 80, Section No. 35, Abstract No. 2418, El Paso County, Texas, being a Portion of Lot 2, Block 2, Butterfield Trail Aviation Park, Unit Two, A Subdivision recorded in Volume 78, Page 87 and 87A, of the Plat Records of El Paso County, Texas (P.R.E.P.C.TX.), Described in a deed from the United States of America to the City of El Paso, recorded in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records of El Paso County, Texas (D.R.E.P.C.TX.).

#### **BACKGROUND / DISCUSSION:**

TxDoT is in the process of widening Montana Avenue into a six-lane freeway. This project requires a portion of Airport-owned property.

#### PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

#### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation SECONDARY DEPARTMENT:

DEPARTMENT HEAD:

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

Revised 04/09/2021

#### ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS TRANSPORTATION COMMISSION, FOR THE PURCHASE PRICE OF \$2,680,182. SUCH REAL PROPERTY LEGALLY DESCRIBED AS A 6.6348 ACRE (289,013 SQ. FT.) PARCEL OF LAND LOCATED IN THE T.&P.R.R. CO. SURVEY, TOWNSHIP NO. 2, BLOCK NO. 80, SECTION NO. 35, ABSTRACT NO. 2418, EL PASO COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, A SUBDIVISION RECORDED IN VOLUME 78, PAGE 87 AND 87A, OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS (P.R.E.P.C.TX), DESCRIBED IN A DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF EL PASO, RECORDED IN VOLUME 407, PAGE 601, AND IN VOLUME 1348, PAGE 146, OF THE DEED RECORDS OF EL PASO COUNTY, TEXAS (D.R.E.P.C.TX.).

**WHEREAS**, Chapter 3(c) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

**WHEREAS**, Chapter 272 of the Texas Local Government Code allows a municipality to sell real property without notice and bidding requirements provided that the sale not be for less than fair market value as determined by an appraisal and the real property interest is conveyed to a governmental entity that has the power of eminent domain; and

**WHEREAS**, the Texas Department of Transportation has obtained an appraisal for the property the subject of this Agreement; and

WHEREAS, the Grantee is a governmental entity that has the power of eminent domain.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as a 6.6348 Acre (289,013 SQ. FT.) parcel of land located in the T.&P.R.R. Co. Survey, Township No. 2, Block No. 80, Section No. 35, Abstract No. 2418, El Paso County, Texas, being a Portion of Lot 2, Block 2, Butterfield Trail Aviation Park, Unit Two, A Subdivision recorded in Volume 78, Page 87 and 87A, of the Plat Records of El Paso County, Texas (P.R.E.P.C.TX), Described in a deed from the United States of America to the City of El Paso, recorded in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records of El Paso County, Texas (D.R.E.P.C.TX.) more specifically depicted and

described in the attached Exhibit A for the purchase price of \$2,680,182. Further, the City Manager or designee is authorized to: (1) execute a deed and any other documents required by the State of Texas for the sale of the property, (2) sign any and all documents related and/or necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in any documents signed by the City Manager or designee.

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

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

•

.

Laura D. Prine Municipal Clerk

APPROVED AS TO FORM:

Omar De La Rosa Assistant City Attorney APPROVED AS TO CONTENT Samuel Rodriguez P.E.

Director of Aviation

ORDINANCE NO.

19-1003-974/1075030/Sale of Property- 6.6348 Acres / OAR

Page 2 of 6

#### Exhibit A

Page 1 of 4 Parcel 4 July 25, 2019 Revised: August 1, 2019

exhibit A

County:	El Paso
Highway:	US 62 / 180 (Montana Avenue)
Limits:	FROM: Global Reach
	TO: Zaragoza
CCSJ:	0374-02-097
RCSJ	0374-02-103

#### PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 6.6348 ACRE (289,013 SQ.FT.) PARCEL OF LAND LOCATED IN THE T. & P. R.R. CO. SURVEY, TOWNSHIP NO. 2, BLOCK NO. 80, SECTION NO. 35, ABSTRACT NO. 2418, EL PASO COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, A SUBDIVISION RECORDED IN VOLUME 78, PAGE 87 AND 87A, OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS (P.R.E.P.C.TX.), DESCRIBED IN A DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF EL PASO, RECORDED IN VOLUME 407, PAGE 601, AND IN VOLUME 1348, PAGE 146, OF THE DEED RECORDS OF EL PASO COUNTY, TEXAS (D.R.E.P.C.TX.), SAID 6.6348 ACRE (289,013 SQ.FT.) PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a City of El Paso Centerline Monument found 1,096.86 feet left of Engineer's Baseline Station (E.B.S.) 338+50.59 within the existing right-of-way of Global Reach Drive, a 120-foot wide right-of-way as dedicated to the City of El Paso in said Butterfield Trail Aviation Park, Unit Two;

THENCE N 84°18'56" E, over and across said Global Reach Drive, a distance of 44.99 feet to a calculated point on the existing east right-of-way line of said Global Reach Drive, point being on the west line of said Lot 2;

THENCE S 05°41'04" E, with the west line of said Lot 2 and the existing east right-of-way line of said Global Reach Drive, a distance of 224.40 feet to a Texas Department of Transportation (TxDOT) Type II monument (Surface Coordinates: X=433667.14, Y=10671365.98) set 872.47 feet left of E.B.S. 338+95.57, for the POINT OF BEGINNING and the northwest corner of the parcel described herein;

THENCE departing the existing east right-of-way line of said Global Reach Drive, over and across said Lot 2, with the proposed north right-of-way line of US 62/US 180 (Montana Avenue), the following three (3) courses and distances numbered 1-3:

- N 84°18'56" E, a distance of 61.81 feet to a TxDOT Type II monument set 872.47 feet left of E.B.S. 339+57.37, for the PC of a non-tangent curve to the left, and the beginning of a proposed Access Denial Line (A.D.L.);
- 2) With said curve to the left, having a radius of 813.00 feet, through a central angle of 58°33'41", an arc length of 830.96 feet and a chord that bears S 37°57'25" E, a distance of 795.26 feet to a TxDOT Type II monument set 200.00 feet left of E.B.S. 343+81.91, for the end of a proposed A.D.L., and;

FN 27556-Parcel 4(GLF)

31059F

Page 2 of 4 Parcel 4 July 25, 2019 Revised: August 1, 2019

3) N 84°18'27" E, passing at a distance of 79.84 feet, a 5/8 inch iron rod with a TxDOT aluminum cap set 200.00 feet left of E.B.S. 344+61.75, for the beginning of a proposed A.D.L., and continuing for <u>a total distance of 344.17 feet</u> to a 5/8 inch iron rod with a TxDOT aluminum cap set 200.00 feet left of E.B.S. 347+26.08, for the end of a proposed A.D.L., being the northeast corner of the parcel described herein, said point being on the east line of said Lot 2 and the west line of the remainder of a called 620.203 acre tract of land, Parcel 21, Tract 30, as described in a judgment to the United States of America, recorded in Volume 689, Page 501, D.R.E.P.C.TX.;

4) THENCE S 02°08'37" W, with the east line of said Lot 2 and west line of said Parcel 21, a distance of 201.89 feet to a calculated point 0.00 feet right of E.B.S. 346+98.56, for the southeast corner of said Parcel 21, said point being on the existing north right-of-way line of US 62/US 180 (Montana Avenue), a 200-foot wide right-of-way as described to the State of Texas in Volume 497, Page 631, D.R.E.P.C.TX., said point being also the southeast corner of the parcel described herein;

5) THENCE S 84°18'27" W, with the south line of said Lot 2 and the existing north right-of-way line of US 62/US 180 (Montana Avenue), a distance of 731.79 feet to a 5/8-inch iron rod with TxDOT aluminum cap found 0.00 feet left of E.B.S. 339+66.76, for the most southerly southwest corner of the parcel described herein, said point being on the existing east right-of-way line of said Global Reach Drive;

THENCE with the west line of said Lot 2 and the existing east right-of-way line of said Global Reach Drive the following two (2) courses and distances numbered 6-7:

- 6) N 47°08'25" W, a distance of 107.72 feet to a calculated point, 80.74 feet left of E.B.S. 338+95.46, from which a 5/8-inch iron rod with a TxDOT aluminum cap found bears S 89°24'53" W, a distance of 1.29 feet, and;
- N 05°41'04" W, a distance of 791.73 feet to the POINT OF BEGINNING, and containing 6.6348 acres (289,013 sq. ft.) of land, more or less.

This parcel description is accompanied by a plat of even date.

#### Bearing Basis:

All bearings shown are based on NAD 83 (2011) Texas State Plane Coordinate System, Central Zone (4203). All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.000231000. All distances are in U.S. Survey feet.

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

OF

GISTERE

ESSION SURVE

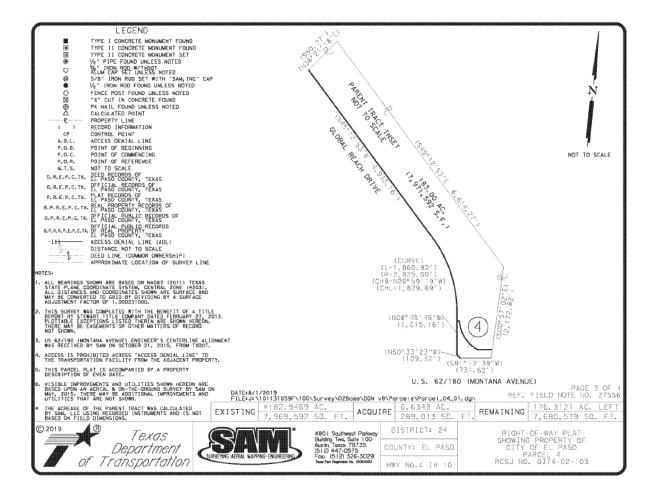
SURVEYING AND MAPPING, L' 4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 Tx. Firm No. 10064300

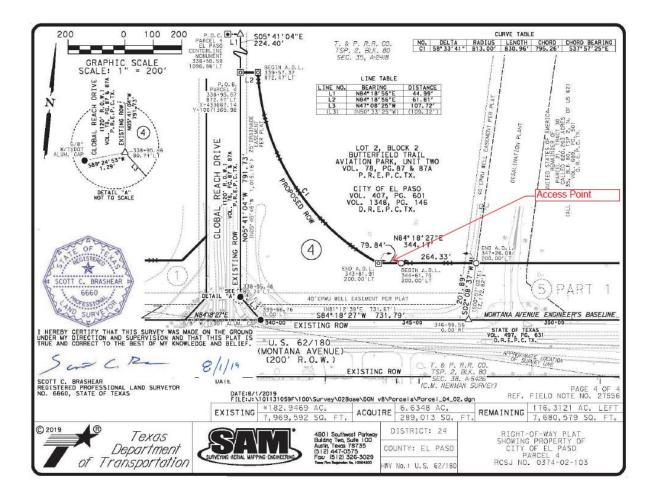
FN 27556-Parcel 4(GLF)

Sur C.R.

cott C. Brashear Date egistered Professional Land Surveyor c. 6660-State of Texas

31059F





NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



#### SPECIAL WARRANTY DEED

TxDOT ROW CSJ: 0374-02-103

**TxDOT Parcel ID:** 4 (P00012316)

**Grantor**(s), whether one or more: THE CITY OF EL PASO

**Grantor's Mailing Address (including county):** 300 N. Campbell El Paso, Texas 79901

#### Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

#### Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

#### Grantee's Mailing Address (including county):

Texas Department of Transportation 125 E. 11<sup>th</sup> Street Austin, Texas 78701 Travis County

#### **Consideration:**

The sum of **Two Million, Six Hundred Eighty Thousand, One Hundred Eighty Two Dollars and no/100 Dollars (\$2,680,182.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied. The Consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal ED proceedings and the added expenses of litigation.

#### **Property:**

All of that certain tract or parcel of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Grantors do also Waive, Release, Relinquish, and Convey unto the State of Texas that portion of Grantor's abutting property rights of ingress and egress and direct access on and off the Highway Facility as described in Exhibit "A" by lines of access denial

#### **Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

- 1. Visible and apparent easements not appearing of record.
- 2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
- 3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of El Paso County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.
- 4. Those items described in the attached Exhibit B.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: **NONE** 

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

**GRANTOR,** for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any way belonging to the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, *by, through, or under Grantors, but not otherwise*."

EXECUTED on the date(s) of acknowledgment indicated below.

#### THE CITY OF EL PASO

By

Tomas Gonzalez Printed Name

City Manager Title

Acknowledgment

State of Texas County of El Paso

This instrument was acknowledged before me on \_\_\_\_\_\_ by Tomas Gonzalez, City Manager of City of El Paso, Texas.

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

AFTER RECORDING, RETURN TO: Texas Department of Transportation Norma Duran 13301 Gateway Boulevard West El Paso, Texas 7992

Page 1 of 4 Parcel 4 July 25, 2019 Revised: August 1, 2019

EXHIBIT A

County:El PasoHighway:US 62 / 180 (Montana Avenue)Limits:FROM: Global Reach<br/>TO: ZaragozaCCSJ:0374-02-097RCSJ:0374-02-103

#### **PROPERTY DESCRIPTION FOR PARCEL 4**

DESCRIPTION OF A 6.6348 ACRE (289,013 SQ.FT.) PARCEL OF LAND LOCATED IN THE T. & P. R.R. CO. SURVEY, TOWNSHIP NO. 2, BLOCK NO. 80, SECTION NO. 35, ABSTRACT NO. 2418, EL PASO COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, A SUBDIVISION RECORDED IN VOLUME 78, PAGE 87 AND 87A, OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS (P.R.E.P.C.TX.), DESCRIBED IN A DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF EL PASO, RECORDED IN VOLUME 407, PAGE 601, AND IN VOLUME 1348, PAGE 146, OF THE DEED RECORDS OF EL PASO COUNTY, TEXAS (D.R.E.P.C.TX.), SAID 6.6348 ACRE (289,013 SQ.FT.) PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a City of El Paso Centerline Monument found 1,096.86 feet left of Engineer's Baseline Station (E.B.S.) 338+50.59 within the existing right-of-way of Global Reach Drive, a 120-foot wide right-of-way as dedicated to the City of El Paso in said Butterfield Trail Aviation Park, Unit Two;

**THENCE** N 84°18'56" E, over and across said Global Reach Drive, a distance of 44.99 feet to a calculated point on the existing east right-of-way line of said Global Reach Drive, point being on the west line of said Lot 2;

**THENCE** S 05°41'04" E, with the west line of said Lot 2 and the existing east right-of-way line of said Global Reach Drive, a distance of 224.40 feet to a Texas Department of Transportation (TxDOT) Type II monument (Surface Coordinates: X=433667.14, Y=10671365.98) set 872.47 feet left of E.B.S. 338+95.57, for the **POINT OF BEGINNING** and the northwest corner of the parcel described herein;

**THENCE** departing the existing east right-of-way line of said Global Reach Drive, over and across said Lot 2, with the proposed north right-of-way line of US 62/US 180 (Montana Avenue), the following three (3) courses and distances numbered 1-3:

- N 84°18'56" E, a distance of 61.81 feet to a TxDOT Type II monument set 872.47 feet left of E.B.S. 339+57.37, for the PC of a non-tangent curve to the left, and the beginning of a proposed Access Denial Line (A.D.L.);
- 2) With said curve to the left, having a radius of 813.00 feet, through a central angle of 58°33'41", an arc length of 830.96 feet and a chord that bears S 37°57'25" E, a distance of 795.26 feet to a TxDOT Type II monument set 200.00 feet left of E.B.S. 343+81.91, for the end of a proposed A.D.L., and;

3) N 84°18'27" E, passing at a distance of 79.84 feet, a 5/8 inch iron rod with a TxDOT aluminum cap set 200.00 feet left of E.B.S. 344+61.75, for the beginning of a proposed A.D.L., and continuing for <u>a total distance of 344.17 feet</u> to a 5/8-inch iron rod with a TxDOT aluminum cap set 200.00 feet left of E.B.S. 347+26.08, for the end of a proposed A.D.L., being the northeast corner of the parcel described herein, said point being on the east line of said Lot 2 and the west line of the remainder of a called 620.203 acre tract of land, Parcel 21, Tract 30, as described in a judgment to the United States of America, recorded in Volume 689, Page 501, D.R.E.P.C.TX.;

4) **THENCE** S 02°08'37" W, with the east line of said Lot 2 and west line of said Parcel 21, a distance of 201.89 feet to a calculated point 0.00 feet right of E.B.S. 346+98.56, for the southeast corner of said Lot 2 and the southwest corner of said Parcel 21, said point being on the existing north right-of-way line of US 62/US 180 (Montana Avenue), a 200-foot wide right-of-way as described to the State of Texas in Volume 497, Page 631, D.R.E.P.C.TX., said point being also the southeast corner of the parcel described herein;

5) **THENCE** S 84°18'27" W, with the south line of said Lot 2 and the existing north right-of-way line of US 62/US 180 (Montana Avenue), a distance of 731.79 feet to a 5/8-inch iron rod with TxDOT aluminum cap found 0.00 feet left of E.B.S. 339+66.76, for the most southerly southwest corner of the parcel described herein, said point being on the existing east right-of-way line of said Global Reach Drive;

**THENCE** with the west line of said Lot 2 and the existing east right-of-way line of said Global Reach Drive the following two (2) courses and distances numbered 6-7:

- 6) N 47°08'25" W, a distance of 107.72 feet to a calculated point, 80.74 feet left of E.B.S. 338+95.46, from which a 5/8-inch iron rod with a TxDOT aluminum cap found bears S 89°24'53" W, a distance of 1.29 feet, and;
- 7) N 05°41'04" W, a distance of 791.73 feet to the **POINT OF BEGINNING**, and containing 6.6348 acres (289,013 sq. ft.) of land, more or less.

This parcel description is accompanied by a plat of even date.

#### Bearing Basis:

All bearings shown are based on NAD 83 (2011) Texas State Plane Coordinate System, Central Zone (4203). All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.000231000. All distances are in U.S. Survey feet.

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

SURVEYING AND MAPPING, L 4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 Tx. Firm No. 10064300

2CR

cott C. BrashearDate>gistered Professional Land Surveyor>. 6660-State of Texas

FN 27556-Parcel 4(GLF)

31059F

#### LEGEND

200 E	TYPE I CONCRETE MONUMENT FOUND
	TYPE II CONCRETE MONUMENT FOUND
O	TYPE II CONCRETE MONUMENT SET
۲	1/2" PIPE FOUND UNLESS NOTED
0	% " IRON ROD W/TXDOT ALUM CAP SET UNLESS NOTED
0	5/8" IRON ROD SET WITH "SAM, INC" CAP
	1/2" IRON ROD FOUND UNLESS NOTED
0	FENCE POST FOUND UNLESS NOTED
$\boxtimes$	"X" CUT IN CONCRETE FOUND
$\oplus$	PK NAIL FOUND UNLESS NOTED
Δ	CALCULATED POINT
<u>P</u>	PROPERTY LINE
( )	RECORD INFORMATION
CP	CONTROL POINT
A. D. L.	ACCESS DENIAL LINE
P. O. B.	POINT OF BEGINNING
P. O. C.	POINT OF COMMENCING
P. O. R.	POINT OF REFERENCE
N. T. S.	NOT TO SCALE
D. R. E. P. C. TX.	EL PASO COUNTY, TEXAS
0. R. E. P. C. TX.	EL PASO COUNTY, TEXAS
P. R. E. P. C. TX.	PLAT RECORDS OF EL PASO COUNTY, TEXAS
R. P. R. E. P. C. TX.	EL MADU COUNTT, TEXAS
0, P. R. E. P. C. TX.	OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS
0. P. R. R. P. E. P. C. TX.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY EL PASO COUNTY, TEXAS
-1 <del>11</del>	ACCESS DENIAL LINE (ADL)
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)
	APPROXIMATE LOCATION OF SURVEY LINE

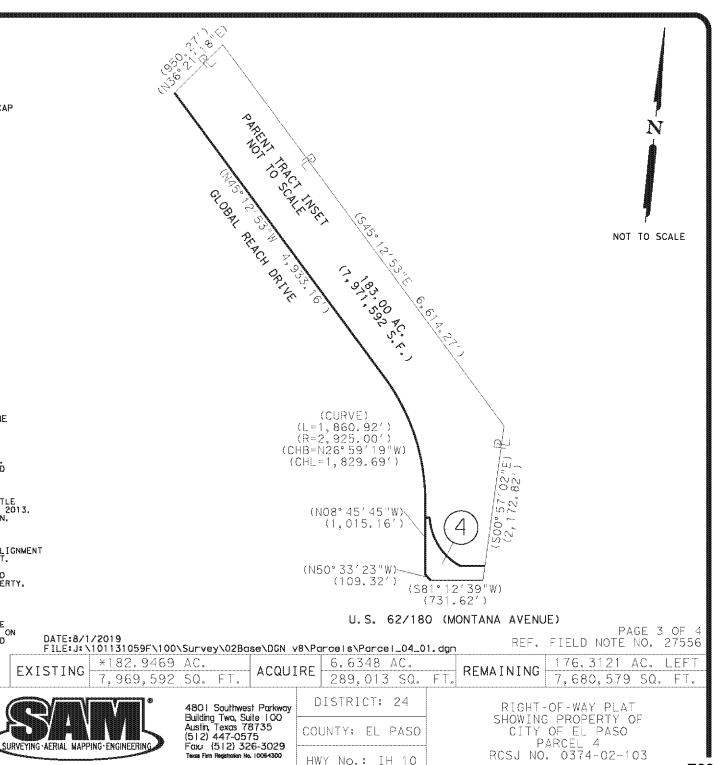
#### NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83 (2011) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND ALL MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000231000.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF A TITLE REPORT BY STEWART TITLE COMPANY DATED FEBRUARY 27, 2013. PLOTTABLE EXCEPTIONS LISTED THERIN ARE SHOWN HEREON. 2. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN,
- US 62/180 (MONTANA AVENUE) ENGINEER'S CENTERLINE ALIGNMENT WAS RECEIVED BY SAM ON OCTOBER 21, 2015, FROM TXDOT. 3.
- ACCESS IS PROHIBITED ACROSS "ACCESS DENIAL LINE" TO THE TRANSPORTATION FACILITY FROM THE ADJACENT PROPERTY.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- VISIBLE IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE BASED UPON AN AERIAL & ON-THE-GROUND SURVEY BY SAM ON MAY, 2015. THERE MAY BE ADDITIONAL IMPROVEMENTS AND UTILITIES THAT ARE NOT SHOWN. 6.

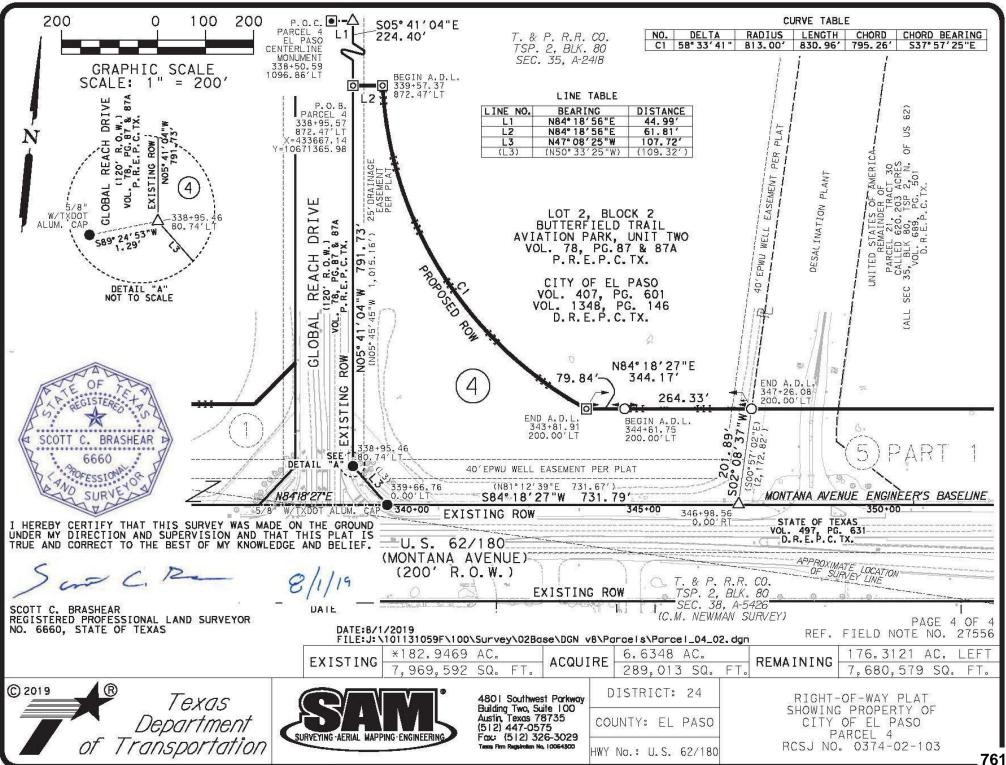
EXISTING

THE ACREAGE OF THE PARENT TRACT WAS CALCULATED BY SAM, LLC USING RECORDED INSTRUMENTS AND IS NOT BASED ON FIELD DIMENSIONS.





760



#### EXHIBIT B

#### EXCEPTONS

1. The following restrictive covenants of record itemized below (We must either insert specific recording date or delete this exception.):

Those recorded in <u>Volume 1348</u>, <u>Page 146</u>, <u>Volume 1361</u>, <u>Page 473</u> and <u>Volume 257</u>, <u>Page 1394</u>, amended in <u>Volume 297</u>, <u>Page 894</u> and those in <u>Volume 407</u>, <u>Page 601</u>, and <u>Clerk's File No. 20200101641</u>, Real Property Records of El Paso County, Texas.

- 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. <u>Upon receipt of an approved survey</u>, <u>Schedule B</u>, <u>Item 2 may be modified to read in its</u> <u>entirety</u>, "<u>Shortages in area</u>" (Loan Policy only or Owner's <u>Title Policy with prescribed premium</u>.)
- 3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
- 4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. (Applies to the Owner's Policy only.)
- 5. Standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")
- 6. The terms and conditions of the documents creating your interest in the land.
- 7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
- 8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

- The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)
- 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a) Rights of parties in possession. (Owner Title Policy only)
  - b) Drainage and utility easements as shown on plat, including easements for overhang of service wires for pole type utilities and buried service wires, conduits, and pipes for underground utilities, as dedicated on the plat, recorded in <u>Volume 78, Pages 87 and 87A</u>, Plat Records of El Paso County, Texas, and <u>Clerk's File No.</u> <u>20200101637</u>, Real Property Records of El Paso County, Texas.
  - c) Easement for right-of-way to THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY and THE EL PASO ELECTRIC COMPANY, dated 05/30/1944, as set out in Quitclaim Deed filed on 06/28/1957, recorded in Volume 1348, Page 146, Real Property Records of El Paso County, Texas.
  - d) A 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Monitor (U.S. signal) reserved unto the UNITED STATES OF AMERICA, as set out in Indenture filed on 07/11/1969, recorded in <u>Volume 257, Page 1394</u>, Real Property Records of El Paso County, Texas.
  - e) A 50-year right-of-way easement No. DA-29-005-ENG-3156 for a 16" pipeline covering 26.90 acres granted to THE EL PASO NATURAL GAS COMPANY, dated 11/20/1961, as cited in Deed without Warranty filed on 06/16/1970, recorded in <u>Volume 298, Page 1349</u>, Real Property Records of El Paso County, Texas.
  - f) A 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Monitor (U.S. signal) reserved unto the UNITED STATES OF AMERICA, as set out in Deed without Warranty filed on 06/16/1970, recorded in <u>Volume 298, Page 1349</u>, Real Property Records of El Paso County, Texas.
  - g) Easement to EL PASO ELECTRIC COMPANY, recorded in <u>Volume 329, Page 893</u>, Real Property Records of El Paso County, Texas.
  - All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
  - Terms, conditions, stipulations, reservations, and restrictions of Indenture between THE UNITED STATES OF AMERICA and THE CITY OF EL PASO dated 07/08/1969, recorded in <u>Volume 257, Page 1394</u>, amended in <u>Volume 297, Page 894</u>, Real Property Records of El Paso County, Texas.
  - j) Terms, conditions and stipulations of Ordinance No. 18386, dated July 14, 2015 and filed on August 13, 2015 under <u>Clerk's File No. 20150056944</u>, Real Property Records, El Paso County, Texas.





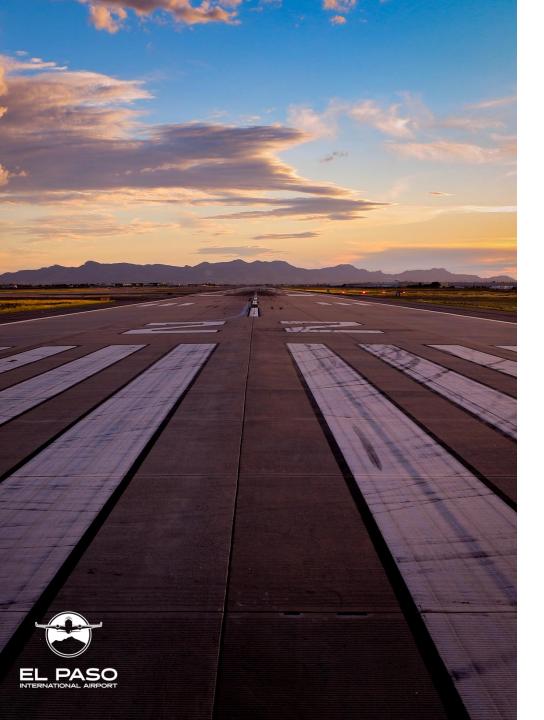
# EL PASO INTERNATIONAL AIRPORT



An Update From THE BEST AIRPORT IN NORTH AMERICA

JUNE 2021

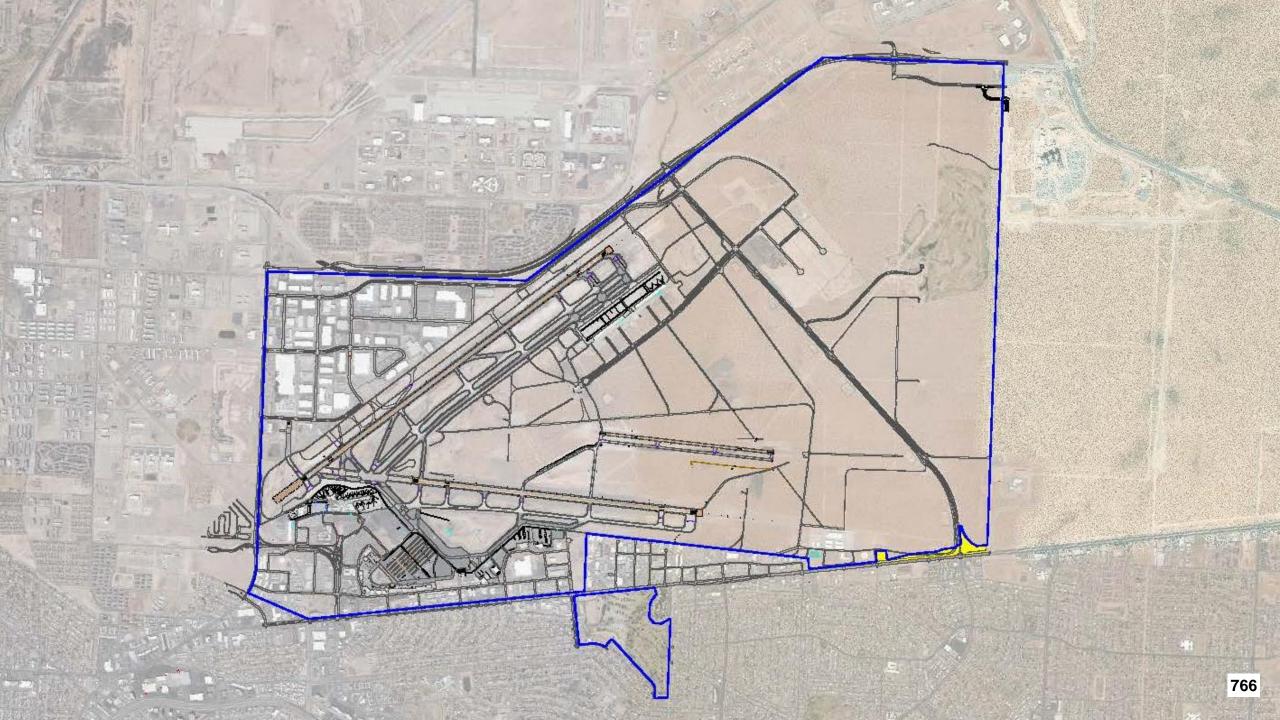


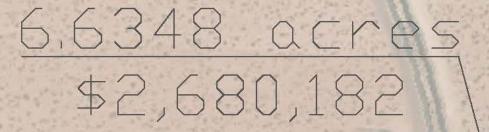


# Vision Block

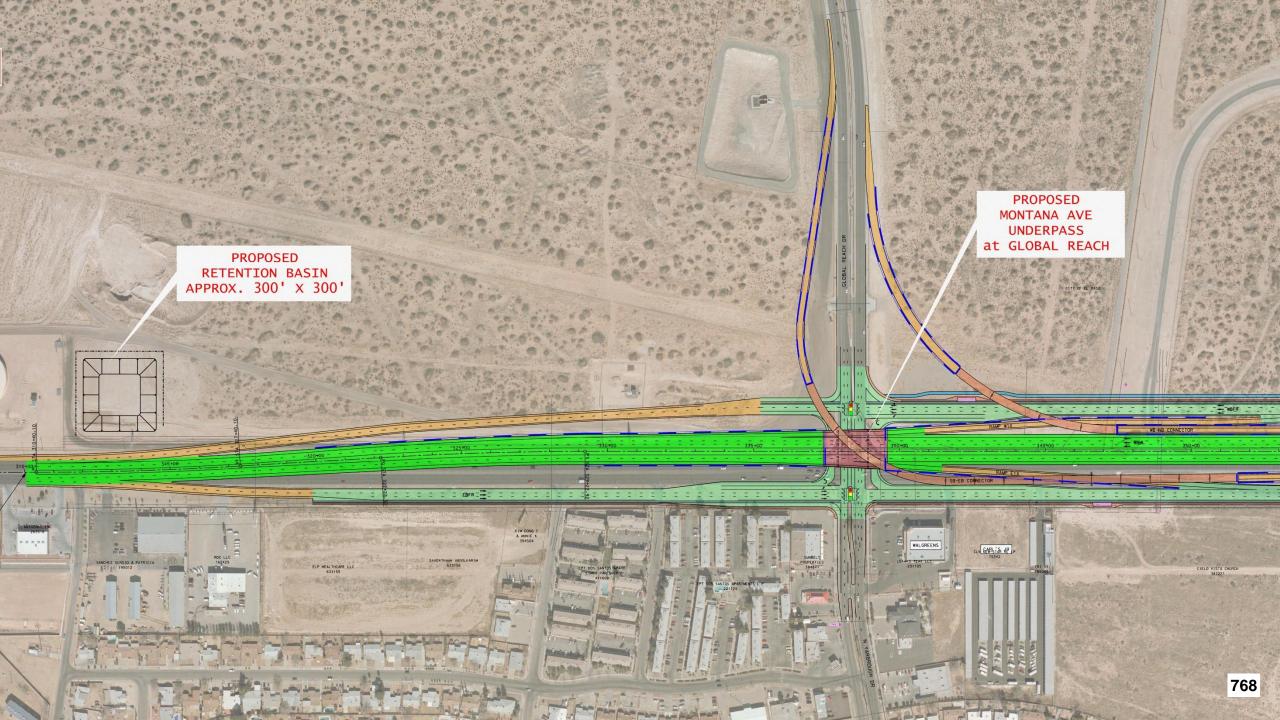
Vibrant Regional Economy Goals 1&3

- Goal 1. Cultivate an Environment Conducive to Strong, Economic Development
  - 1.1 Stabilize and expand El Paso's tax base
    - Airport Development
  - 1.4 Grow the core business of air transportation
    - Expand Airport Development





# <u>10.452 acres</u> \$3,893,309









## EL PASO INTERNATIONAL AIRPORT



An Update From THE BEST AIRPORT IN NORTH AMERICA

**JUNE 2021** 





Legislation Text

#### File #: 21-570, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### All Districts

Airport, Sam Rodriguez, (915) 212-7301

#### AGENDA LANGUAGE:

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

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 \$3,893,309. Such real property legally described as parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R. E. P. C. TX).

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

AGENDA DATE: May 25, 2021 PUBLIC HEARING DATE: June 8, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., CM, Director of Aviation

915-212-7301

#### DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development

No. 3: Promote the Visual Image of El Paso

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

#### SUBGOAL:

#### SUBJECT:

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 \$3,893,309. Such real property legally described as parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407. Page 601, and in Volume 1348. Page 146, of the Deed Records Of El Paso County. Texas (D.R.E.P.C.TX).

#### **BACKGROUND / DISCUSSION:**

TxDoT is in the process of widening Montana Avenue into a six-lane freeway. This project requires a portion of Airport-owned property.

#### **PRIOR COUNCIL ACTION:**

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Aviation SECONDARY DEPARTMENT:

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also) Revised 04/09/2021

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 \$3,893,309. SUCH REAL PROPERTY LEGALLY DESCRIBED AS PARCEL OF LAND CONTAINING 10.452 ACRES SITUATED IN SECTION NO. 34, ABSTRACT NO. 3746, (C.M. NEWMAN SURVEY), SECTION NO. 35, ABSTRACT NO. 2418, SECTION NO. 38, ABSTRACT NO. 5426, AND SECTION NO. 39, ABSTRACT NO. 2406 (C.M. NEWMAN SURVEY), BLOCK NO. 80, TOWNSHIP NO. 2, T. & P. R.R. CO. SURVEYS, EL PASO COUNTY, TEXAS, SAME BEING OUT OF AND A PART OF LOT 2, BLOCK 1, BUTTERFIELD TRAIL AVIATION PARK, UNIT TWO, AN ADDITION TO THE CITY OF EL PASO, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 78, PAGE 87, OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS (P.R.E.P.C.TX.), AND BEING OUT OF AND A PART OF THAT CERTAIN TRACT DESCRIBED IN DEED FROM THE UNITED STATES OF AMERICA TO THE CITY OF EL PASO, OF RECORD IN VOLUME 407, PAGE 601, AND IN VOLUME 1348, PAGE 146, OF THE DEED RECORDS OF EL PASO COUNTY, TEXAS (D.R.E.P.C.TX.).

**WHEREAS**, Chapter 3(c) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

**WHEREAS**, Chapter 272 of the Texas Local Government Code allows a municipality to sell real property without notice and bidding requirements provided that the sale not be for less than fair market value as determined by an appraisal and the real property interest is conveyed to a governmental entity that has the power of eminent domain; and

**WHEREAS**, the Texas Department of Transportation has obtained an appraisal for the property the subject of this Agreement; and

WHEREAS, the Grantee is a governmental entity that has the power of eminent domain.

### NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

#### OF EL PASO, TEXAS,

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described a parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the

City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R.E.P.C.TX.) more specifically depicted and described in the attached Exhibit A for the purchase price of \$3,893,309. Further, the City Manager or designee is authorized to: (1) execute a deed and any other documents required by the State of Texas for the sale of the property, (2) sign any and all documents related and/or necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in any documents signed by the City Manager or designee.

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

#### CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine Municipal Clerk

APPROVED AS TO FORM:

Omar De La Rosa

Assistant City Attorney

APPROVED AS TO CONTENT

Samuel Rodriguez, P.E.

Director of Aviation

#### ORDINANCE NO.

19-1003-974/1075029/Sale of Property- 10.452 acres / OAR

Page 2 of 13

#### Exhibit A

Parcel 1 Page 1 of 11 September 4, 2019 Rev. September 23, 2019

Exhibit A

County:	El Paso
Highway:	US 62/180 (Montana Avenue)
Limits:	From: Global Reach Dr.
	To: FM 659 (Zaragoza Rd.)
CCSJ:	0374-02-097
RCSJ:	0374-02-103

Field Notes for Parcel 1

All that certain tract or parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R.E.P.C.TX.), and also being more particularly described in two (2) parts as follows:

#### Part 1

Commencing at a 5/8-inch iron rod found 72.05 feet left of Engineer's Baseline Station (E.B.S.) 290+32.10 at the northwest corner of Lot 2, same being on the existing north right-of-way of US62/180 (Montana Avenue, 200 feet wide), a strip of land described in deed to the County of El Paso Volume 497, Page 630, D.R.E.P.C.TX., thence N 84°18'27" E,

Parcel 1 Page 2 of 11 September 4, 2019 Rev. September 23, 2019

with the south line of Lot 2 and the existing north right-of-way of U562/180, 1,658.83 feet to a Texas Department of Transportation (TXDOT) Type II brass cap monument found for the **Point of Beginning** (surface coordinates: x=430,566.48, y=10,670,180.10) 72.28 feet left of E.B.S. 306+90.91;

- Thence departing the existing north right-of-way of US62/180, over and across Lot 2, and with the proposed north right-of-way of US62/180 the following ten (10) courses and distances:
  - N 05°41'04" W, a distance of 9.04 feet to a TXDOT Type II monument found for the beginning of an Access Denial Line (ADL) 81.32 feet left of E.B.S. 306+90.91;
  - N 82°04'18" E, at 485.76 feet pass a 5/8-inch iron rod with TXDOT aluminum cap found 100.25 feet left of E.B.S. 311+76.30, continuing in all a distance of 816.01 feet to a TXDOT Type II monument found 111.38 feet left of E.B.S. 315+08.08;
  - N 76°10'58" E, at 465.07 feet pass a 5/8-inch iron rod with a TXDOT A.D.L. aluminum cap found 162.19 feet left of E.B.S. 319+74.91 and the end of the proposed A.D.L., continuing in all a distance of 731.77 feet to a TXDOT Type II monument found 184.92 feet left of E.B.S. 322+42.39;
  - 4) N 83°04'07" E, at 307.10 feet pass a 5/8-inch iron rod with a TXDOT A.D.L. aluminum cap found 173.42 feet left of E.B.S. 325+48.72 and the beginning of a proposed A.D.L., continuing in all a distance of 656.86 feet to a TXDOT Type II monument found 165.63 feet left of E.B.S. 328+94.25 and the end of the proposed A.D.L.;

Parcel 1 Page 3 of 11 September 4, 2019 Rev. September 23, 2019

- 5) 5 89°28'25" E, a distance of 83.68 feet to a TXDOT Type II monument found 154.18 feet left of E.B.S. 329+76.21;
- 6) N 84°20'14" E, at 59.28 feet feet pass a 5/8-inch iron rod with a TXDOT A.D.L. aluminum cap found 152.74 feet left of E.B.S. 330+34.91 and the beginning of a proposed A.D.L., continuing in all a distance of 147.17 feet to a TXDOT Type II monument found 151.06 feet left of E.B.S. 331+21.77;
- N 66°38'14" E, a distance of 142.24 feet to a TXDOT Type II monument found 192.78 feet left of E.B.S. 332+56.12;
- N 77°57'24" E, a distance of 157.98 feet to a TXDOT Type II monument found 210.00 feet left of E.B.S. 334+11.98;
- N 84°18'27" E, a distance of 278.48 feet to a TXDOT Type II monument found 210.00 feet left of E.B.S. 336+90.46;
- 10) N 39°18'41" E, a distance of 120.21 feet to a TXDOT Type II monument found 295.00 feet left of E.B.S. 337+75.47, same being on the east line of Lot 2 and the existing west right-of-way of Global Reach Drive, a 120-foot wide right-of-way dedicated to the City of El Paso by the Butterfield Trail Aviation Park, Unit Two plat, and being the end of the proposed A.D.L.;
- Thence with the east line of said Lot 2 and the existing west right-of-way of said Global Reach Drive the following two (2) courses and distances:
  - S 05°41'04" E, a distance of 214.24 feet to a calculated point 80.76 feet left of E.B.S. 337+75.46,

Parcel 1 Page 4 of 11 September 4, 2019 Rev. September 23, 2019

- S 37°16'45" W, a distance of 110.38 feet to a 1/2-inch iron rod found on the existing north right-of-way of US62/180 (Montana Avenue, 200 feet wide) and the south line of Lot 2;
- 3) Thence 5 84°18'27" W, with the south line of said Lot 2 and the existing north right-of-way of US62/180, a distance of 3,007.64 feet to the Point of Beginning, and containing 8.111 acres of land, more or less in Part 1.

#### Part 2

Commencing at a 5/8-inch iron rod found 72.05 feet left of Engineer's Baseline Station (E.B.S.) 290+32.10 at the northwest corner of Lot 2, same being on the existing north right-of-way of U562/80 (Montana Avenue, 200 feet wide), a strip of land described in deed to the County of El Paso Volume 497, Page 630, D.R.E.P.C.TX., thence N 84°18'27" E, 1,658.83 feet, thence N 05°41'04" W, 9.04 feet, thence N 82°04'18"E, 485.76 feet to a 5/8-inch iron rod with TXDOT aluminum cap found for the **Point of Beginning** (surface coordinates: x=431373.808 y=10670301.656,) 100.25 feet left of E.B.S. 311+76.32;

- Thence N 05°38'51" W, a distance of 315.61 feet to a 5/8-inch iron rod with TXDOT aluminum cap found;
- 2. Thence N 84°21'07" E, a distance of 330.00 feet to a 5/8-inch iron rod with TXDOT aluminum cap found;
- Thence S 05°38'51" E, a distance of 302.47 feet to a TXDOT Type II monument found;

Parcel 1 Page 5 of 11 September 4, 2019 Rev. September 23, 2019

 Thence 5 82°07'14" W, a distance of 330.26 feet to the Point of Beginning, and containing 2.341 acres, more or less in Part 2, and a total area of 10.452 acres, more or less, in two (2) parts.

I hereby certify that this description and the accompanying plats are a true and correct representation of a survey performed under my supervision during the month of July,

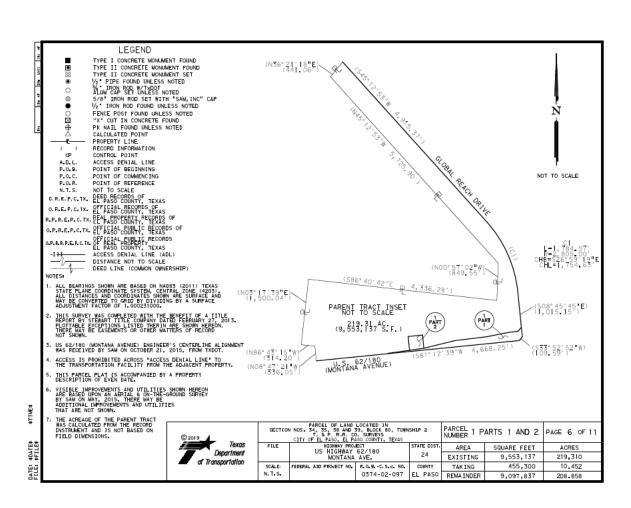
2019. Mighael M/Ivey

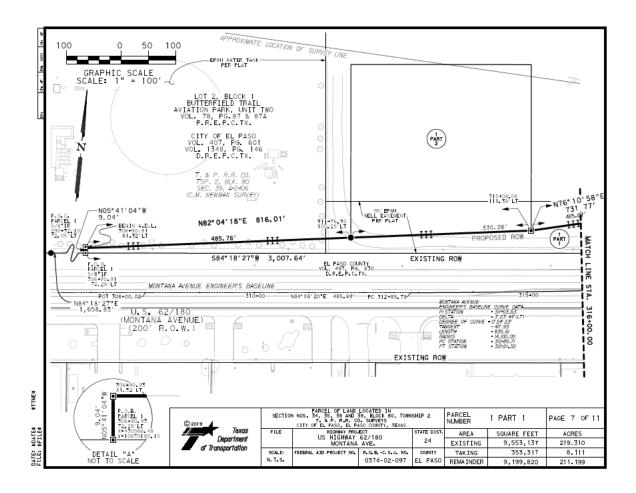
Registered Professional Land Surveyor Texas Registration No.: 4156 September 23, 2019

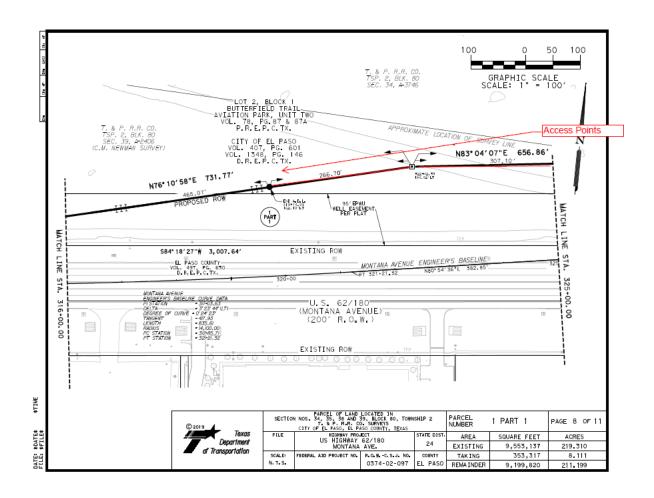
MICHAEL M. IVE

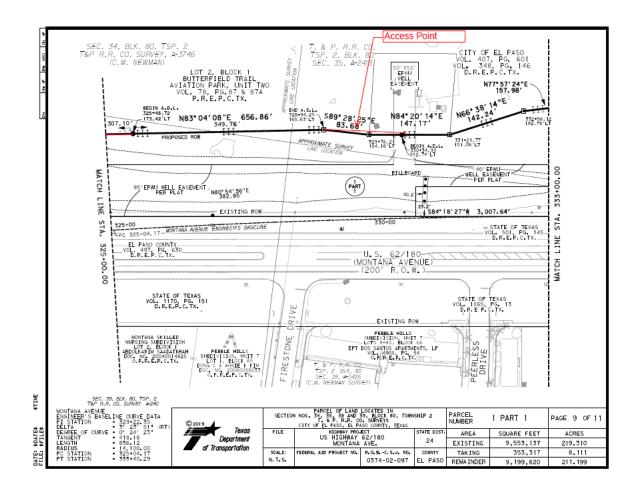
#### ORDINANCE NO.

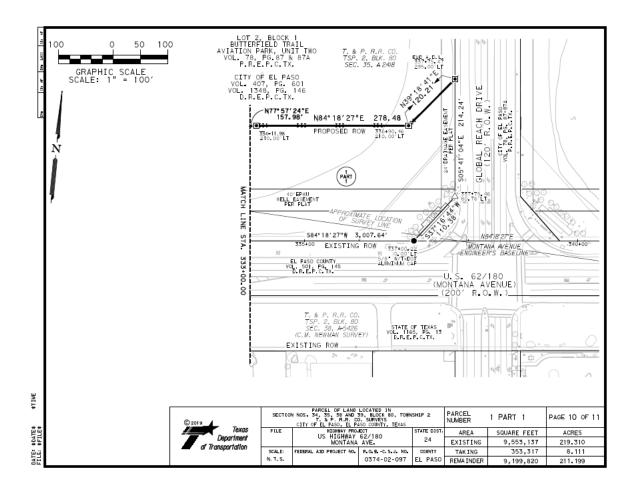
19-1003-974/1075029/Sale of Property- 10.452 acres / OAR

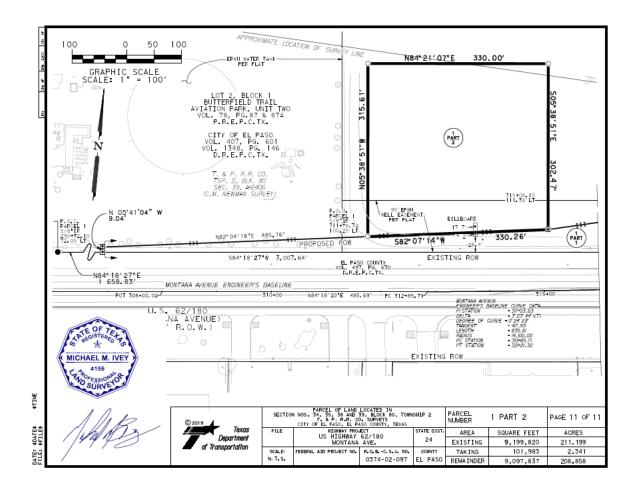












NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



#### SPECIAL WARRANTY DEED

TxDOT ROW CSJ: 0374-02-103

**TxDOT Parcel ID:** 1 (P00012316)

**Grantor**(s), whether one or more: THE CITY OF EL PASO

**Grantor's Mailing Address (including county):** 300 N. Campbell El Paso, Texas 79901

#### Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

#### Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

#### Grantee's Mailing Address (including county):

Texas Department of Transportation 125 E. 11<sup>th</sup> Street Austin, Texas 78701 Travis County

#### **Consideration:**

The sum of <u>Three Million, Eight Hundred Ninety Three Thousand, Three Hundred Nine Dollars and</u> <u>no/100 Dollars (\$3,893,309.00</u>) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied. The Consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal ED proceedings and the added expenses of litigation.

#### **Property:**

All of that certain tract or parcel of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Grantors do also Waive, Release, Relinquish, and Convey unto the State of Texas that portion of Grantor's abutting property rights of ingress and egress and direct access on and off the Highway Facility as described in Exhibit "A" by lines of access denial

#### **Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

- 1. Visible and apparent easements not appearing of record.
- 2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
- 3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of El Paso County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.
- 4. Those items described in the attached Exhibit B.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: **NONE** 

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

**GRANTOR,** for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any way belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, *by, through, or under Grantors, but not otherwise*.

EXECUTED on the date(s) of acknowledgment indicated below.

#### THE CITY OF EL PASO

By

Tomas Gonzalez Printed Name

City Manager Title

Acknowledgment

State of Texas County of El Paso

This instrument was acknowledged before me on \_\_\_\_\_\_ by Tomas Gonzalez, City Manager of City of El Paso, Texas.

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

AFTER RECORDING, RETURN TO: Texas Department of Transportation Norma Duran 13301 Gateway Boulevard West El Paso, Texas 7992

Parcel 1 Page 1 of 11 September 4, 2019 Rev. September 23, 2019

Exhibit A

County: El Paso

Highway: US 62/180 (Montana Avenue)

Limits: From: Global Reach Dr. To: FM 659 (Zaragoza Rd.)

**CCSJ**: 0374-02-097

**RCSJ**: 0374-02-103

Field Notes for Parcel 1

All that certain tract or parcel of land containing 10.452 acres situated in Section No. 34, Abstract No. 3746, (C.M. Newman Survey), Section No. 35, Abstract No. 2418, , Section No. 38, Abstract No. 5426, and Section No. 39, Abstract No. 2406 (C.M. Newman Survey), Block No. 80, Township No. 2, T. & P. R.R. Co. Surveys, El Paso County, Texas, same being out of and a part of Lot 2, Block 1, Butterfield Trail Aviation Park, Unit Two, an addition to the City of El Paso, according to the plat thereof recorded in Volume 78, Page 87, of the Plat Records Of El Paso County, Texas (P.R.E.P.C.Tx.), and being out of and a part of that certain tract described in deed from the United States Of America to the City Of El Paso, of record in Volume 407, Page 601, and in Volume 1348, Page 146, of the Deed Records Of El Paso County, Texas (D.R.E.P.C.TX.), and also being more particularly described in two (2) parts as follows:

Part 1

Commencing at a 5/8-inch iron rod found 72.05 feet left of Engineer's Baseline Station (E.B.S.) 290+32.10 at the northwest corner of Lot 2, same being on the existing north right-of-way of US62/180 (Montana Avenue, 200 feet wide), a strip of land described in deed to the County of El Paso Volume 497, Page 630, D.R.E.P.C.TX., thence N 84°18'27" E,

Parcel 1 Page 2 of 11 September 4, 2019 Rev. September 23, 2019

with the south line of Lot 2 and the existing north right-of-way of US62/180, 1,658.83 feet to a Texas Department of Transportation (TXDOT) Type II brass cap monument found for the **Point of Beginning** (surface coordinates: x=430,566.48, y=10,670,180.10) 72.28 feet left of E.B.S. 306+90.91;

- Thence departing the existing north right-of-way of US62/180, over and across Lot 2, and with the proposed north right-of-way of US62/180 the following ten (10) courses and distances:
  - N 05°41'04" W, a distance of 9.04 feet to a TXDOT Type II monument found for the beginning of an Access Denial Line (ADL) 81.32 feet left of E.B.S. 306+90.91;
  - N 82°04'18" E, at 485.76 feet pass a 5/8-inch iron rod with TXDOT aluminum cap found 100.25 feet left of E.B.S. 311+76.30, continuing in all a distance of 816.01 feet to a TXDOT Type II monument found 111.38 feet left of E.B.S. 315+08.08;
  - 3) N 76°10'58" E, at 465.07 feet pass a 5/8-inch iron rod with a TXDOT A.D.L. aluminum cap found 162.19 feet left of E.B.S. 319+74.91 and the end of the proposed A.D.L., continuing in all a distance of 731.77 feet to a TXDOT Type II monument found 184.92 feet left of E.B.S. 322+42.39;
  - N 83°04'07" E, at 307.10 feet pass a 5/8-inch iron rod with a TXDOT
    A.D.L. aluminum cap found 173.42 feet left of E.B.S. 325+48.72 and the beginning of a proposed A.D.L., continuing in all a distance of 656.86 feet to a TXDOT Type II monument found 165.63 feet left of E.B.S. 328+94.25 and the end of the proposed A.D.L.;

Parcel 1 Page 3 of 11 September 4, 2019 Rev. September 23, 2019 To a TXDOT Type II

- 5 89°28'25" E, a distance of 83.68 feet to a TXDOT Type II monument found 154.18 feet left of E.B.S. 329+76.21;
- 6) N 84°20'14" E, at 59.28 feet feet pass a 5/8-inch iron rod with a TXDOT A.D.L. aluminum cap found 152.74 feet left of E.B.S. 330+34.91 and the beginning of a proposed A.D.L., continuing in all a distance of 147.17 feet to a TXDOT Type II monument found 151.06 feet left of E.B.S. 331+21.77;
- N 66°38'14" E, a distance of 142.24 feet to a TXDOT Type II monument found 192.78 feet left of E.B.S. 332+56.12;
- N 77°57'24" E, a distance of 157.98 feet to a TXDOT Type II monument found 210.00 feet left of E.B.S. 334+11.98;
- N 84°18'27" E, a distance of 278.48 feet to a TXDOT Type II monument found 210.00 feet left of E.B.S. 336+90.46;
- 10) N 39°18'41" E, a distance of 120.21 feet to a TXDOT Type II monument found 295.00 feet left of E.B.S. 337+75.47, same being on the east line of Lot 2 and the existing west right-of-way of Global Reach Drive, a 120-foot wide right-of-way dedicated to the City of El Paso by the Butterfield Trail Aviation Park, Unit Two plat, and being the end of the proposed A.D.L.;
- Thence with the east line of said Lot 2 and the existing west right-of-way of said Global Reach Drive the following two (2) courses and distances:
  - S 05°41'04" E, a distance of 214.24 feet to a calculated point 80.76 feet left of E.B.S. 337+75.46,

Parcel 1 Page 4 of 11 September 4, 2019 Rev. September 23, 2019

- 2) S 37°16'45" W, a distance of 110.38 feet to a 1/2-inch iron rod found on the existing north right-of-way of US62/180 (Montana Avenue, 200 feet wide) and the south line of Lot 2;
- 3) Thence S 84°18'27" W, with the south line of said Lot 2 and the existing north right-of-way of US62/180, a distance of 3,007.64 feet to the Point of Beginning, and containing 8.111 acres of land, more or less in Part 1.

#### Part 2

Commencing at a 5/8-inch iron rod found 72.05 feet left of Engineer's Baseline Station (E.B.S.) 290+32.10 at the northwest corner of Lot 2, same being on the existing north right-of-way of US62/80 (Montana Avenue, 200 feet wide), a strip of land described in deed to the County of El Paso Volume 497, Page 630, D.R.E.P.C.TX., thence N 84°18'27" E, 1,658.83 feet, thence N 05°41'04" W, 9.04 feet, thence N 82°04'18"E, 485.76 feet to a 5/8-inch iron rod with TXDOT aluminum cap found for the **Point of Beginning** (surface coordinates: x=431373.808 y=10670301.656,) 100.25 feet left of E.B.S. 311+76.32;

- Thence N 05°38'51" W, a distance of 315.61 feet to a 5/8-inch iron rod with TXDOT aluminum cap found;
- Thence N 84°21'07" E, a distance of 330.00 feet to a 5/8-inch iron rod with TXDOT aluminum cap found;
- Thence S 05°38'51" E, a distance of 302.47 feet to a TXDOT Type II monument found;

Parcel 1 Page 5 of 11 September 4, 2019 Rev. September 23, 2019

 Thence S 82°07'14" W, a distance of 330.26 feet to the Point of Beginning, and containing 2.341 acres, more or less in Part 2, and a total area of 10.452 acres, more or less, in two (2) parts.

I hereby certify that this description and the accompanying plats are a true and correct representation of a survey performed under my supervision during the month of July,

2019. Michael M/Ivey

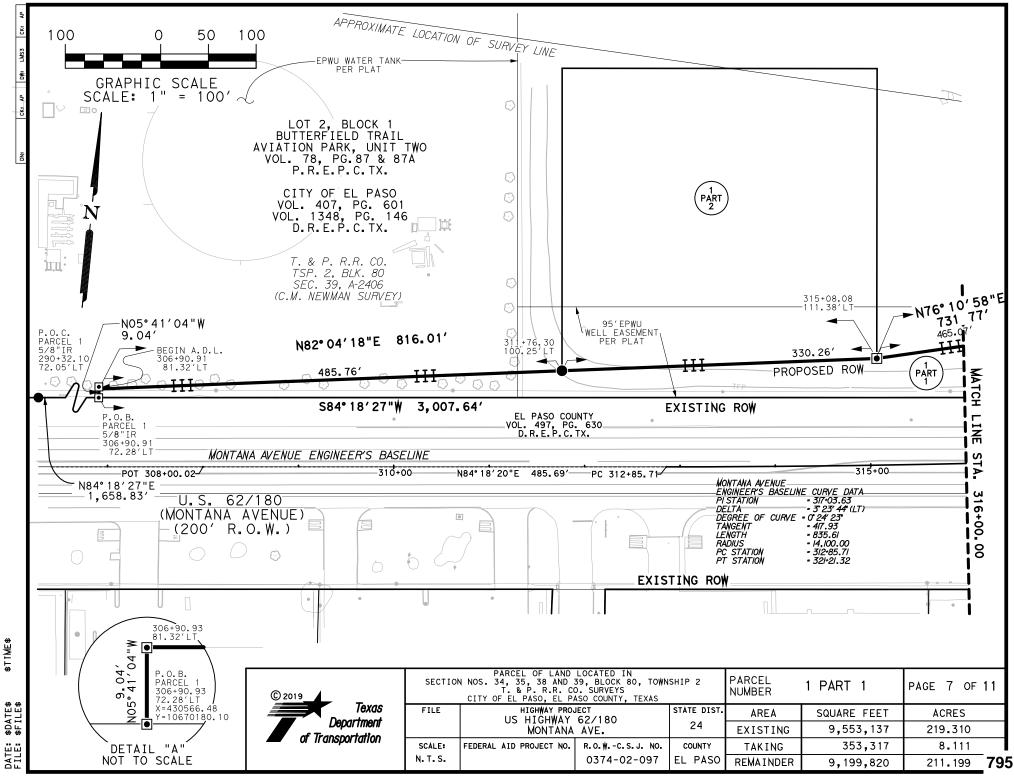
Registered Professional Land Surveyor Texas Registration No.: 4156 September 23, 2019



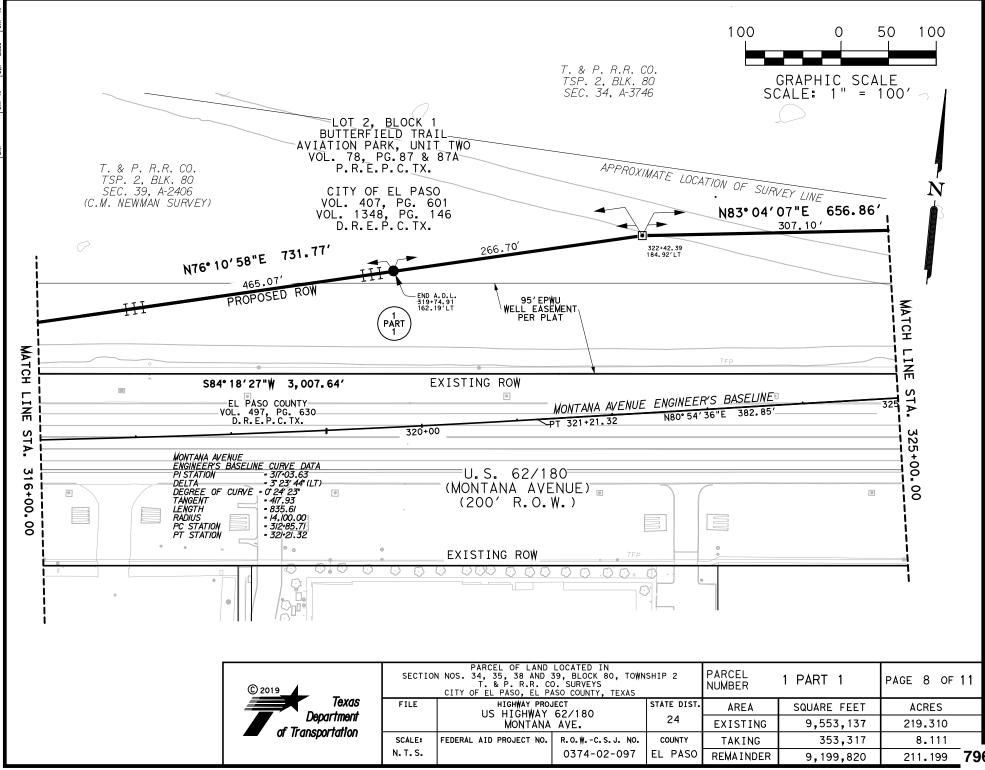
DN: CK: AP DN: UK3 CK: AP		1/2 " IRON ROD FOUN FENCE POST FOUND "X" CUT IN CONCRE PK NAIL FOUND UNL CALCULATED POINT PROPERTY LINE RECORD INFORMATIC CONTROL POINT ACCESS DENIAL LIN POINT OF BEGINNIN POINT OF BEGINNIN POINT OF COMMENCI POINT OF REFERENC NOT TO SCALE DEED RECORDS OF EL PASO COUNTY, T OFFICIAL RECORDS	ANUMENT FOUND MONUMENT FOUND MONUMENT SET LESS NOTED DOT SS NOTED WITH "SAM, INC" CAP D UNLESS NOTED UNLESS NOTED TE FOUND LESS NOTED DN NEE IG SNG SE		(N36°2 (4		S. 5. 5. 12 5. 14 5. 125.		OBAL REACH OPIL	κ	N N U DT TO SCALE	
	D. P. R. E. P. C. TX, D. P. R. R. P. E. P. C. TX -1 <del>11</del> 	REAL PROPERTY REC EL PASO COUNTY, T OFFICIAL PUBLIC F EL PASO COUNTY, T OFFICIAL PUBLIC F OF REAL PROPERTY EL PASO COUNTY, T ACCESS DENIAL LIN DISTANCE NOT TO S DEED LINE (COMMON	ECORDS OF EXAS EECORDS EXAS E (ADL) SCALE A OWNERSHIP)			(58	<u>6° 40′ 42″E</u>	(NC	00° 57′ 02"W). (849.55′)	С сн	C1 L=1,784.57′ R=2,805.00′ B=S26°59′19 HL=1,754.63	у"Е 3/
:	ADJUSTMENT ADJUSTMENT 2. THIS SURVE' REPORT BY PLOTTABLE I THERE MAY I NOT SHOWN.	FACTOR OF 1.000231 Y WAS COMPLETED WIT STEWART TITLE COMPA EXCEPTIONS LISTED T BE EASEMENTS OR OTH	ON NADB3 (2011) TEXAS , CENTRAL ZONE (4203). SHOWN ARE SURFACE AND IVIDING BY A SURFACE 000. H THE BENEFIT OF A TITLE NY DATED FEBRUARY 27, 2013 HERIN ARE SHOWN HEREON. ER MATTERS OF RECORD GINEER'S CENTERLINE ALIGNN R 21, 2015, FROM TXDOT.	3. Ient	17'39"E	PARENT NOT (9, 55	TRACT INSET TO SCALE 9.31 AC: 3,137 S.F.)	4, 336. 2		RT	08°45′45″E) 015.15′) 3°52′52″W) 9.59′)	
	<ol> <li>ACCESS IS F THE TRANSPO 5. THIS PARCEL DESCRIPTION</li> </ol>		ACCESS DENIAL LINE" TO ROM THE ADJACENT PROPERTY. ED BY A PROPERTY	(NOC	5°43′15 (314.20 8°47′21 (336.0	"W) USIN	62/180 A AVENUE)	(581° 12	, 39 W , , , -	(10	9.597)	
	BY SAM ON M ADDITIONAL THAT ARE NO 7. THE ACREAGE WAS CALCULA	MAY, 2015. THERE MA IMPROVEMENTS AND UT OT SHOWN. E OF THE PARENT TRA ITED FROM THE RECORD AND IS NOT BASED OI	Y BE TILITIES CT N © 2019	exas		PARCEL OF LAND NOS. 34, 35, 38 AND T. & P. R.R. CO CITY OF EL PASO, EL PA	39, BLOCK 80, TOŴN D. SURVEYS ASO COUNTY, TEXAS		NUMBER	ARTS 1 AND 2	PAGE 6 OF	11
FILE: \$FILE\$			Depart of Transporte	ment	FILE SCALE: N. T. S.	HIGHWAY PRO. US HIGHWAY MONTANA Federal aid project no.	62/180	STATE DIST. 24 COUNTY EL PASO	AREA EXISTING TAKING REMAINDER	SQUARE FEET 9,553,137 455,300 9,097,837	ACRES 219.310 10.452 208.858	794

DATE: \$DATE\$ FILE: \$FILE\$

\$TTME\$

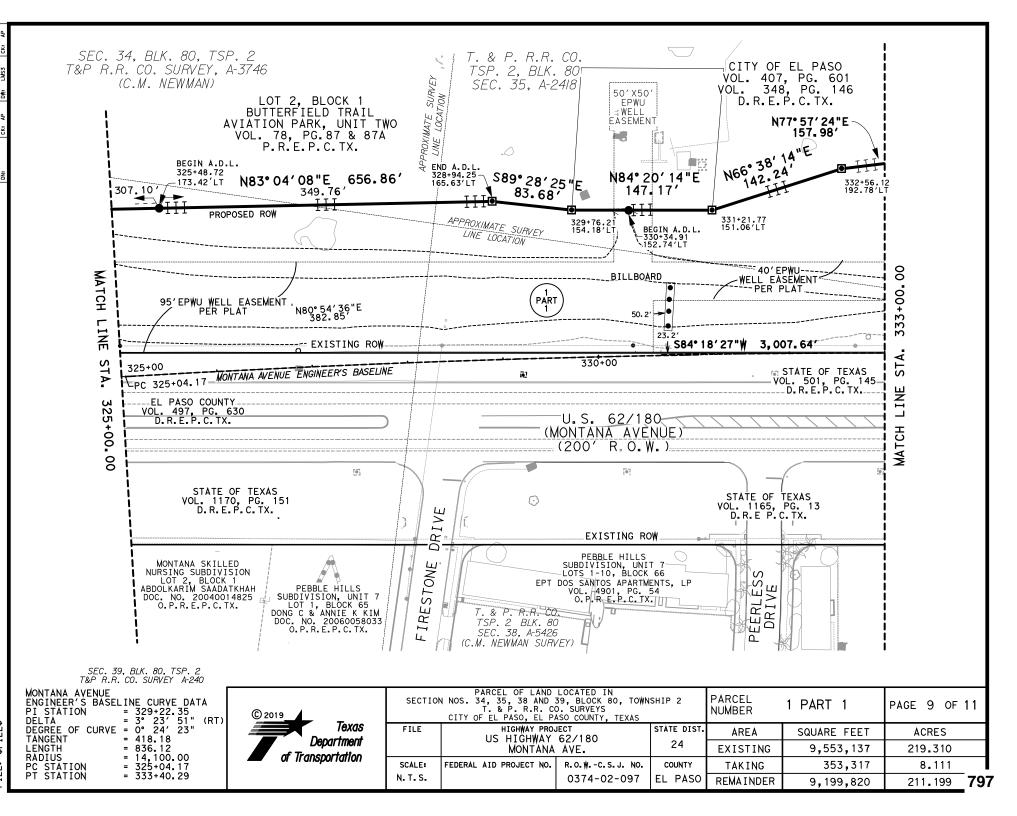


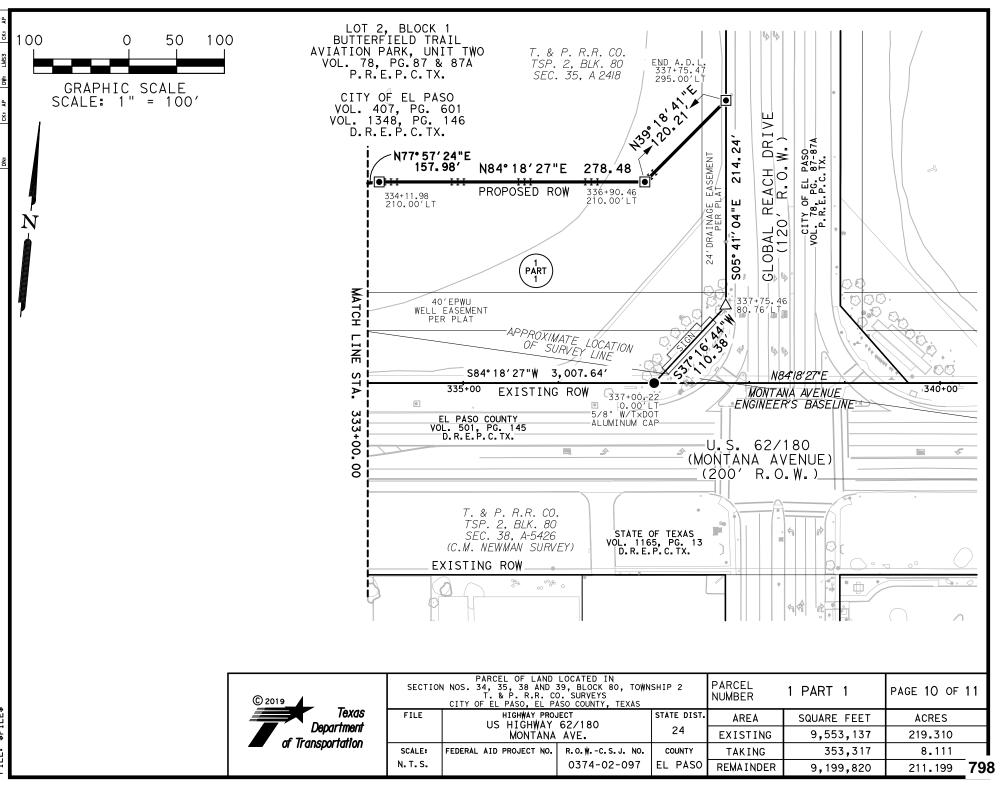
\$DATE\$ \$FILE\$ DATE: FILE:

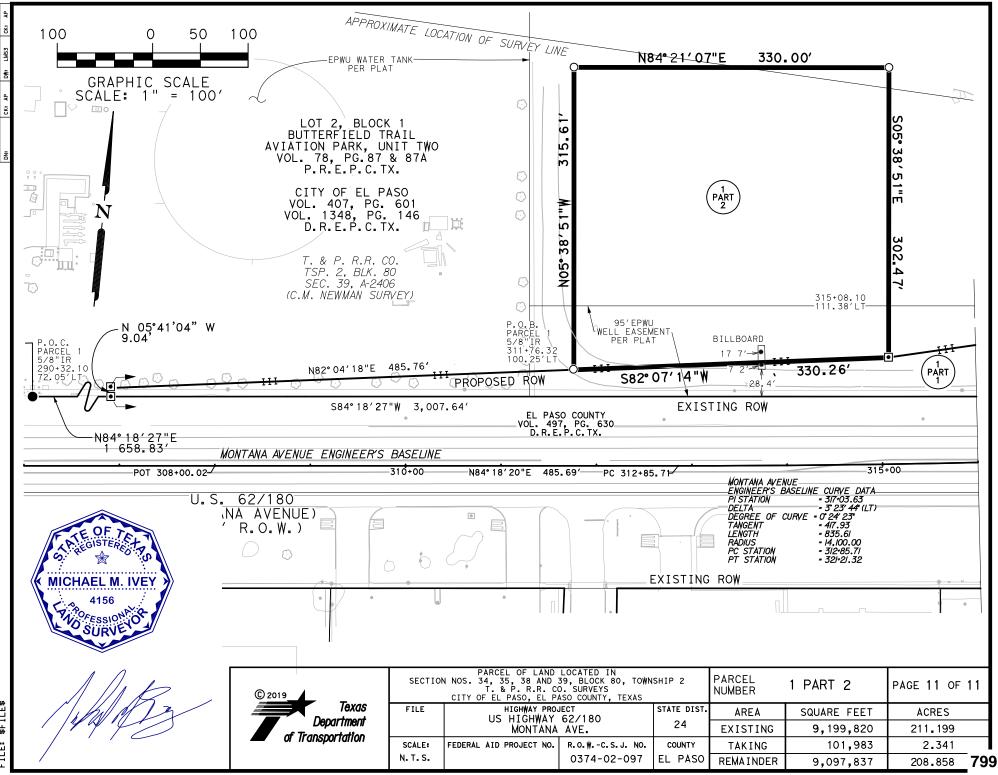


\$TIME \$DATE\$ \$FILE\$ DATE: FILE:

796







\$DATE\$ \$FILE\$ DATE: FILE:

\$† IME

## EXHIBIT B

## EXCEPTIONS

1. The following restrictive covenants of record itemized below (We must either insert specific recording date or delete this exception.):

Those recorded in <u>Volume 1348</u>, <u>Page 146</u>, <u>Volume 1361</u>, <u>Page 473</u> and <u>Volume 257</u>, <u>Page 1394</u>, amended in <u>Volume 297</u>, <u>Page 894</u>, and <u>Clerk's File No. 20200101641</u>, Real Property Records of El Paso County, Texas.

- 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. <u>Upon receipt of an approved survey</u>, <u>Schedule B</u>, <u>Item 2 may be modified to read in its</u> <u>entirety</u>, "<u>Shortages in area</u>" (Loan Policy only or Owner's <u>Title Policy with prescribed premium.</u>)
- 3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
- 4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
     (Applies to the Owner's Policy only.)
- 5. Standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")
- 6. The terms and conditions of the documents creating your interest in the land.
- 7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
- 8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
- 9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.)

Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

- 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a) Rights of parties in possession. (Owner Title Policy only)
  - b) Drainage and utility easements as shown on plat, including easements for overhang of service wires for pole type utilities and buried service wires, conduits, and pipes for underground utilities, as dedicated on the plat, recorded in <u>Volume 78, Pages 87 and 87A</u>, Plat Records of El Paso County, Texas, and <u>Clerk's File No.</u> <u>20200101637</u>, Real Property Records of El Paso County, Texas.
  - c) Easement for right-of-way to THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY and THE EL PASO ELECTRIC COMPANY, dated 05/30/1944, as set out in Quitclaim Deed filed on 06/28/1957, recorded in <u>Volume 1348, Page 146</u>, Real Property Records of El Paso County, Texas.
  - d) A 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Monitor (U.S. signal) reserved unto the UNITED STATES OF AMERICA, as set out in Indenture filed on 07/11/1969, recorded in <u>Volume 257, Page 1394</u>, and amended in<u>Volume 297, Page 894</u>, Real Property Records of El Paso County, Texas.
  - e) A 50-year right-of-way Easement No. DA-29-005-ENG-1698 for a 8-5/8" petroleum products pipeline covering 13.22 acres granted to THE SOUTHERN PACIFIC PIPELINES, INC dated 10/03/1955, as cited in Deed without Warranty filed on 06/16/1970, recorded in <u>Volume 298, Page 1349</u>, Real Property Records of El Paso County, Texas.
  - f) A 50-year right-of-way easement No. DA-29-005-ENG-3156 for a 16" pipeline covering 26.90 acres granted to THE EL PASO NATURAL GAS COMPANY, dated 11/20/1961, as cited in Deed without Warranty filed on 06/16/1970, recorded in <u>Volume 298, Page 1349</u>, Real Property Records of El Paso County, Texas.
  - g) A 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Monitor (U.S. signal) reserved unto the UNITED STATES OF AMERICA, as set out in Deed without Warranty filed on 06/16/1970, recorded in <u>Volume 298, Page 1349</u>, Real Property Records of El Paso County, Texas.
  - h) Easements to EL PASO ELECTRIC COMPANY, recorded in<u>Volume 329, Page 889; Volume 329, Page 893; Volume 440, Page 109; Volume 1589, Page 444; Volume 2238, Page 893; Clerk's File No. 20120088217; Clerk's File No. 20130067769; Clerk's File No. 20200076128 and Clerk's File No. 20200076129, Real Property Records of El Paso County, Texas.
    </u>
  - All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
  - j) Terms, conditions and stipulations of Lease between THE CITY OF EL PASO, as Lessor (Landlord) and EL PASO NATURAL GAS COMPANY, Lessee (Tenant) dated 08/15/1957, recorded in <u>Volume 1360, Page 459</u>, Real Property Records of El Paso County, Texas.
  - k) Terms, conditions and stipulations of Lease between THE CITY OF EL PASO, as Lessor (Landlord) and EL PASO NATURAL GAS COMPANY, Lessee (Tenant) dated 06/03/1959, recorded in <u>Volume 1541, Page 85</u>, partially released by Partial Relinquishment recorded in <u>Volume 338, Page 1407</u>, Real Property Records of El Paso County, Texas.
  - Terms, conditions and stipulations of Resolution adopted on 03/10/1966 by THE CITY OF EL PASO, recorded in <u>Volume 114</u>, Page 894, Real Property Records of El Paso County, Texas.
  - m) Terms, conditions, stipulations, reservations, and restrictions of Indenture between THE UNITED STATES OF AMERICA and THE CITY OF EL PASO dated 07/08/1969, recorded in <u>Volume 257, Page 1394</u>, amended in <u>Volume 297, Page 894</u>, Real Property Records of El Paso County, Texas.

- n) Terms, conditions and stipulations of Ordinance No. 18386, changing the zoning of the subject property, dated July 14, 2015 and filed on August 13, 2015 under <u>Clerk's File No. 20150056944</u>, Real Property Records, El Paso County, Texas.
- o) Easement to CITY OF EL PASO, by and through its Public Service Board (El Paso Water Utilities), recorded in/under <u>Clerk's File No. 20190068794</u>, Real Property Records of El Paso County, Texas.
- p) The effects, is any, of Quitclaim Deed from CLEAR CHANNEL OUTDOOR, INC. to THE STATE OF TEXAS, filed 05/10/2019, recorded in <u>Clerk's File No. 20190034916</u>, Real Property Records of El Paso County, Texas.



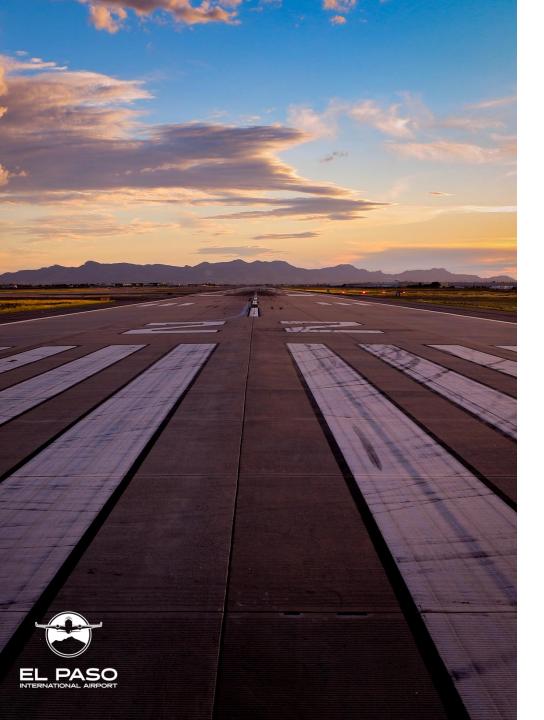


# EL PASO INTERNATIONAL AIRPORT



An Update From THE BEST AIRPORT IN NORTH AMERICA

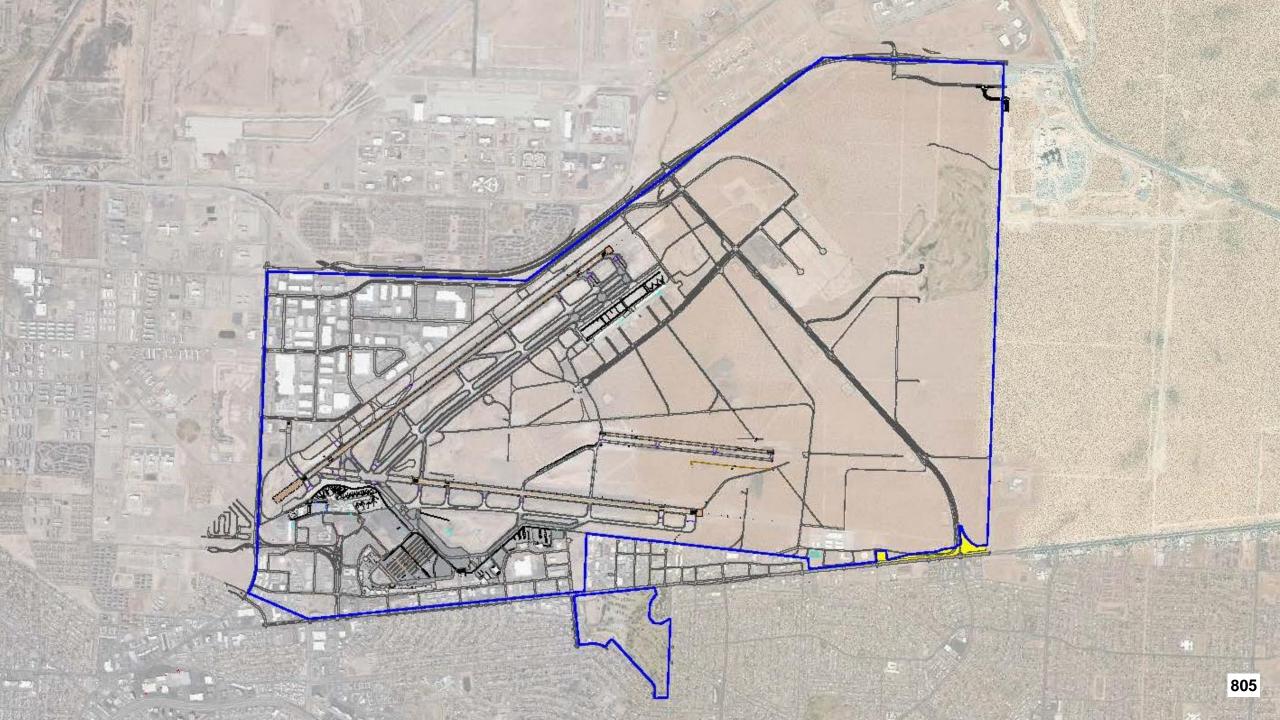
JUNE 2021

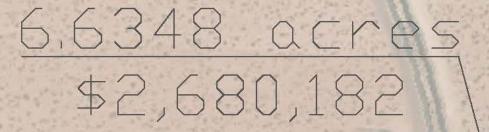


# Vision Block

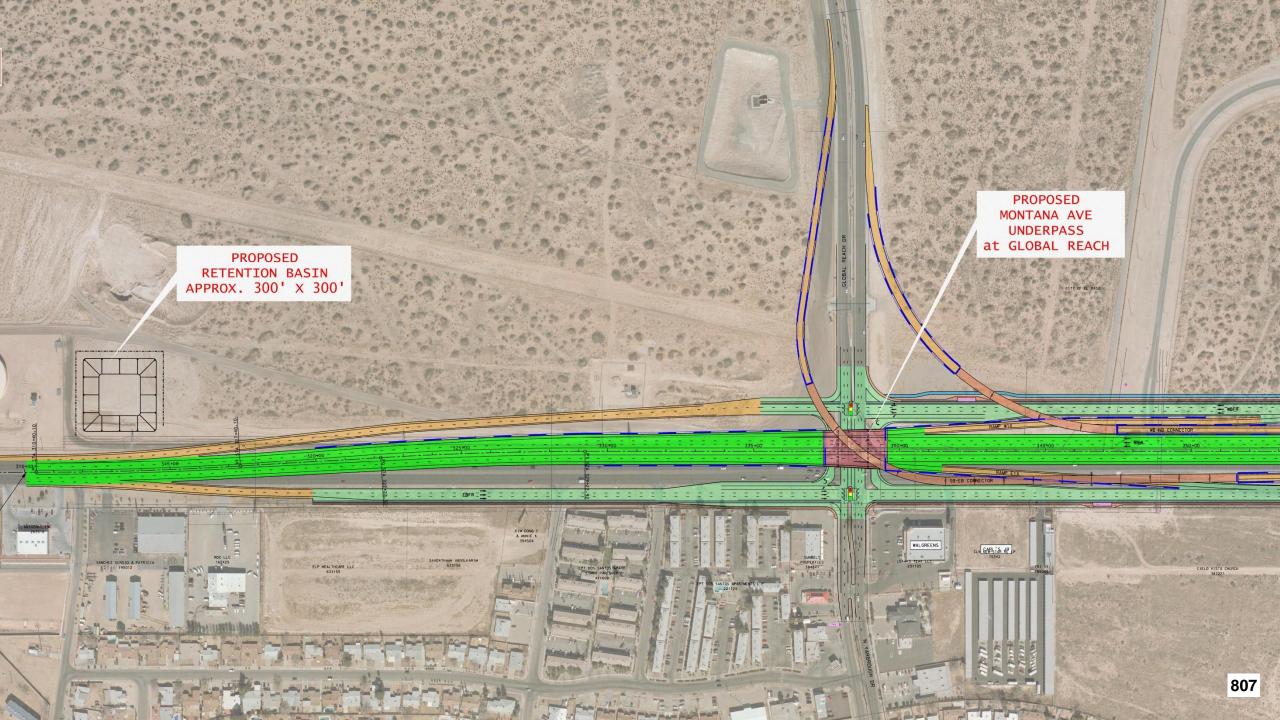
Vibrant Regional Economy Goals 1&3

- Goal 1. Cultivate an Environment Conducive to Strong, Economic Development
  - 1.1 Stabilize and expand El Paso's tax base
    - Airport Development
  - 1.4 Grow the core business of air transportation
    - Expand Airport Development





# <u>10,452 acres</u> \$3,893,309









## EL PASO INTERNATIONAL AIRPORT



An Update From THE BEST AIRPORT IN NORTH AMERICA

JUNE 2021





Legislation Text

## File #: 21-509, Version: 1

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

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

#### District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Adriana Martinez, (915) 212-1611

## AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Tract 2-A, Block 52, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch-Farm) and R- F/H (Ranch-Farm/Historic) to R-3/C (Residential/Condition) and R-3/H/C (Residential/Historic/Condition) and imposing conditions. The penalty being as provided in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan.

Subject Property: South of Americas Avenue and West of Socorro Road Applicant: B&B Socorro, LLC PZRZ20-00019

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

AGENDA DATE:May 11, 2021PUBLIC HEARING DATE:June 8, 2021

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

Adriana Martinez, (915) 212-1611

**DISTRICT(S) AFFECTED**: District 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 changing the zoning of Tract 2-A, Block 52, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch- Farm) and R- F/H (Ranch-Farm/Historic) to R-3/C (Residential/Condition) and R-3/H/C (Residential/Historic/Condition) and imposing conditions. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Americas Avenue and West of Socorro Road Applicant: B&B Socorro, LLC PZRZ20-00019

## **BACKGROUND / DISCUSSION:**

The applicant requested to rezone the subject property from R-F (Ranch-Farm) and R-F/H (Ranch-Farm/Historic) to R-5 (Residential) and R-5/H (Residential/Historic). The City Plan Commission recommended 6-1 to deny the proposed rezoning request on November 19, 2020. The applicant appealed the denial recommendation to City Council. On January 5, 2021 City Council voted to table the appeal and have the applicant work with the neighborhood associations. Subsequently the applicant has worked with the neighborhood associations and modified their rezoning request from R-F (Ranch-Farm) and R-F/H (Ranch-Farm/Historic) to R-3 (Residential) and R-3/H (Residential/Historic) and provided an additional point of access to the proposed residential development.

The City Plan Commission recommended unanimously to Approve the proposed rezoning on March 11, 2021 with the following conditions:

- No more than 50 single family dwellings shall be constructed on the property.
- That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permit.

As of April 26, 2021, staff has received correspondence from Corridor 20 Civic Association and Mission Valley Civic Association in support to the revised rezoning request. See attached staff report for additional information.

## PRIOR COUNCIL ACTION:

On January 5, 2021 City Council voted to table the appeal and have the applicant work with the neighborhood associations.

AMOUNT AND SOURCE OF FUNDING: N/A

## HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division SECONDARY DEPARTMENT: N/A

**DEPARTMENT HEAD:** 

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

## ORDINANCE NO.

# AN ORDINANCE CHANGING THE ZONING OF TRACT 2-A, BLOCK 52, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH-FARM) AND R-F/H (RANCH-FARM/HISTORIC) TO R-3/C (RESIDENTIAL/CONDITION) AND R-3/H/C (RESIDENTIAL/HISTORIC/CONDITION) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Tract 2-A, Block 52, Ysleta Grant, located in the City of El Paso, El Paso County, Texas, more particularly described by the metes and bounds attached as **Exhibit "A"**, be changed from **R-F** (**Ranch-Farm**) and **R-***F*/**H** (**Ranch-Farm/Historic**) to **R-3/C** (**Residential/Condition**) and **R-3/H/C** (**Residential/Historic/Condition**), as definedin Section 20.06.020, and that the zoning map of the City of El Paso, attached hereto as **Exhibit "B"**, be revised accordingly; and

That the following Conditions are imposed:

- 1. Prior to the issuance of building permits a detailed site plan shall be submitted and approved as per the El Paso City Code; and
- 2. That no more than fifty (50) single-family dwellings shall be constructed on the Property; and

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

**ATTEST:** 

Oscar Leeser, Mayor

Laura D. Prine, City Clerk

**APPROVED AS TO FORM:** 

Russell T. Abeln Assistant City Attorney

**APPROVED AS TO CONTENT:** 

Philip Ctive Philip F. Etiwe, Director

Philip F. Etiwe, Director Planning & Inspections Department

(Exhibits on the following pages)

813

## EXHIBIT A

#### **PROPERTY DESCRIPTION**

#### Zone R-5 in Tract 2-A, Block 52, Ysleta Grant

Description of a parcel of land being zoned R-5 and lying in Tract 2-A, Block 52, Ysleta Grant, El Paso County, Texas, being that same parcel recorded in Clerk's File #20150030552, El Paso County Clerks Records, and also being a portion of Peaceful Valley Subdivision (not yet recorded), and described as follows;

Commencing at a 1/2" rebar found for the northeast corner of Tract 2-A, Block 52, Ysleta Grant; from which a 1/2" rebar found for the southeast corner of Tract 2-A bears South 28°35'11" East a distance of 364.10', Thence along the northerly boundary line of Tract 2-A, North 81°00'00" West a distance of 151.10' to the northeasterly corner of this parcel, and being the "Point of Beginning";

Thence, leaving the northerly boundary line of Tract 2-A and along a line 150' westerly and parallel with the centerline of said Socorro Road, South 28°31'00" East a distance of 417.77' to a point on the south boundary of said Tract 2-A;

Thence, along said south boundary of Tract 2-A, South 79°09'49" West a distance of 799.74' to a 1" rebar found at an angle point;

Thence, continuing along said south boundary of Tract 2-A, South 89°18'49" West a distance of 192.70' to a 5/8" rebar with cap stamped "5372" set at the southwest corner of said Tract 2-A;

Thence, along the west boundary of said Tract 2-A, North 00°33'07" East a distance of 611.32' to a 5/8" rebar with cap stamped "5372" found at the northwest corner of said Tract 2-A;

Thence, along the northerly boundary of said Tract 2-A, South 86°00'00" East a distance of 349.74' to a 5/8" rebar with cap stamped "5372" found at an angle point;

Thence, continuing along the northerly boundary of said Tract 2-A, South 81°00'00" East a distance of 429.22' to the "Point Of Beginning" and containing 451,364 sq. ft. or 10.3619 acres.

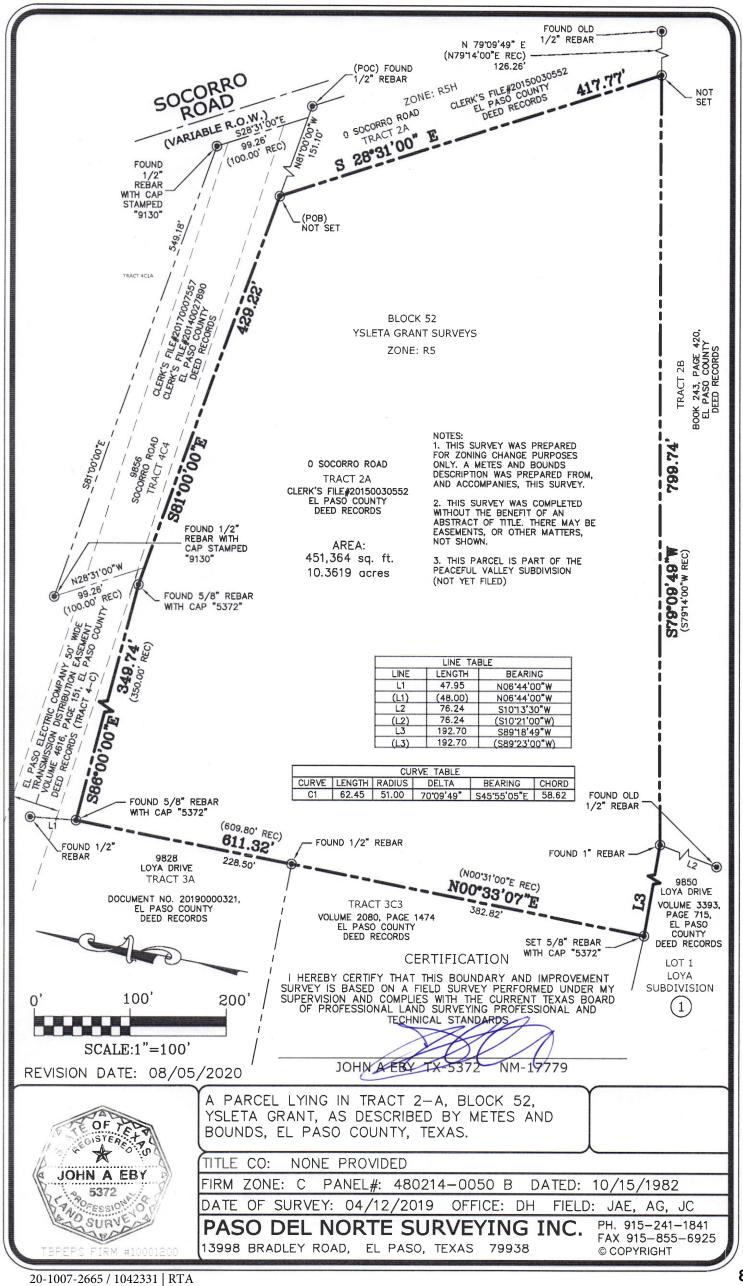
Based on a field survey performed under my supervision and dated 05/21/2020.

exas R.P.L.S. 5372 NM PLS 17779 John A Eby

Paso Del Norte Surveying Inc. TBPLS FIRM #10001200 13998 Bradley Road El Paso, TX. 79938 915-241-1841 TBPLS FIRM #10001200



## EXHIBIT B



South of Americas and West of Socorro Road

## South of Americas and West of Socorro Road

City Plan Commission — March 11, 2021 (Revised)

CASE NUMBER:	PZRZ20-00019
CASE MANAGER:	Adriana Martinez, (915) 212-1611, <u>MartinezAD@elpasotexas.gov</u>
PROPERTY OWNER:	B&B Socorro, LLC
REPRESENTATIVE:	Sitework Engineering LLC
LOCATION:	South of Americas Ave. and West Socorro of Road (District 6)
PROPERTY AREA:	11.44 acres
REQUEST:	Rezone from R-F (Ranch-Farm) and R-F/H (Ranch-Farm/Historic) to
	R-3 (Residential) and R-3/H (Residential/Historic)
RELATED APPLICATIONS:	N/A
PUBLIC INPUT:	Planning has received correspondence from Corridor 20 Civic Association and Mission Valley Civic Association in support to the
	rezoning request.

**SUMMARY OF REQUEST:** The applicant is requesting to rezone from R-F (Ranch-Farm) and R-F/H (Ranch-Farm/Historic) to R-3 (Residential) and R-3/H (Residential/Historic) to allow for a residential development.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning request with the following conditions:

- No more than 50 single family dwellings shall be constructed on the property.
- That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permit.

Staff also recommends approval of the detailed site development plan, which satisfies the condition for a detailed site development plan. The penalty as provided for in Chapter 20.24 of the El Paso City Code.

The proposed zoning district is consistent with the surrounding neighborhood. Further, the proposed development meets the intent of the G-3, Post-War land use designation of *Plan El Paso*, the City's Comprehensive Plan in the Mission Valley Planning area.

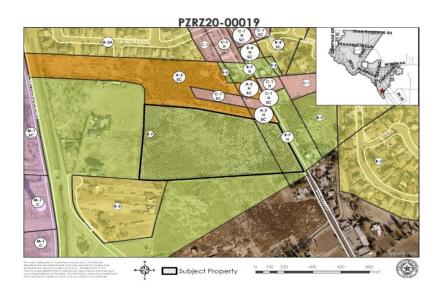


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant proposes to rezone approximately 11.44 acres of land from R-F (Ranch-Farm) and R-F/H (Ranch-Farm/Historic) to R-3 (Residential) and R-3/H (Residential/Historic). The property is located South of Americas Avenue and West of Socorro Road within the Mission Valley Planning Area. The detailed site plan shows fifty (50) residential lots and one (1) park. Residential lots range between 6,000 square feet to 12,223 square feet. Primary access to the proposed development is from Socorro Road and Juan Diego Street.

**PREVIOUS CASE HISTORY:** The applicant requested to rezone the subject property from R-F (Ranch-Farm) and R-F/H (Ranch-Farm/Historic) to R-5 (Residential) and R-5/H (Residential/Historic). The City Plan Commission recommended 6-1 to deny the proposed rezoning request on November 19, 2020. The applicant appealed the denial recommendation to City Council. On January 5, 2021 City Council voted to table the appeal and have the applicant work with the neighborhood associations. Subsequently the applicant has worked with the neighborhood associations resulting in the proposed R-3 zoning and an additional point of access.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed development is consistent with the adjacent residential development within its vicinity and meets the established character of its surrounding neighborhood. Further, the proposed development meets the intent of G-3, Post-war Future Land Use Designation in the Mission Valley Planning area. The nearest park is Caribe Park (1.03 miles) and the nearest school is Socorro High School (1.05 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:				
Criteria	Does the Request Comply?			
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: <u>G-3, Post-War</u> : 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.	Yes, the G-3 designation is compatible with the R-3 zoning district. The area is primarily a single- family residential development with pockets of low density-commercial and multi-family. The proposed development will supplement the housing stock in the general vicinity.			
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: <u>R-3 (Residential) District:</u> Low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations, permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes, the properties across the street and in the immediate area are zoned R-3 (Residential) and R-4 (Residential). Surrounding residential districts have single-family dwellings built in a similar manner to the proposed development scheme.			
<b>Preferred Development Locations:</b> Yes, as per Policy 2.2.5(a) the proposed development will be within a <sup>1</sup> / <sub>4</sub> -mile radius of at least 4 diverse uses such as community-serving retail, services, civic/community facilities, and food retail.	Yes, the proposed residential development supplements the character within the G-3, Post-War designation of <i>Plan El Paso</i> . The development will introduce fifty (50) new single-family dwellings. The proposed development will help to create a balance			

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:					
	between housing, and the retail, restaurants, and professional offices present near the established neighborhood.				
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:					
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	Yes, the proposed development lies within Mission Trail historic district. The development requires review from the Historic Landmark Commission (HLC) at the building permit stage.				
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no adverse effects anticipated from the proposed rezoning. The existing infrastructure was originally designed for the proposed district and uses.				
<b>Natural Environment:</b> Anticipated effects on the natural environment.	No effect on the natural environment anticipated as the subject property is in an already developed area.				
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable. The most recent rezoning was for a property to the north On August 9, 2016, the subject property was rezoned (PZRZ16-00004) from A-2 (Apartment) and C-4 (Commercial) to S-D (Special Development).				
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	N/A				

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The property is currently unplatted and does not have adequate public facilities, services or infrastructure; however, there is an existing 6-inch diameter water main extending along Socorro Road that is available for main extensions. An extension looping the above described main with the existing 8-inch diameter water main on La Joya Rd. and existing 8-inch diameter water main on La Morenita Cir. is necessary for service to proposed subdivision in order to provide adequate fire protection. The Owner is responsible for extension and on-site/off-site easement acquisition costs. Public facilities would be constructed and provided during the subdivision process.

**PUBLIC COMMENT:** The subject property lies within the Mission Valley Civic and Corridor 20 Civic Association. As of March 5, 2021, Planning has received correspondence from Corridor 20 Civic Association and Mission Valley Civic Association in support to the rezoning request. Notices sent to property owners within 300 feet on February 26, 2021.

## **CITY PLAN COMMISSION OPTIONS:**

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

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)

3

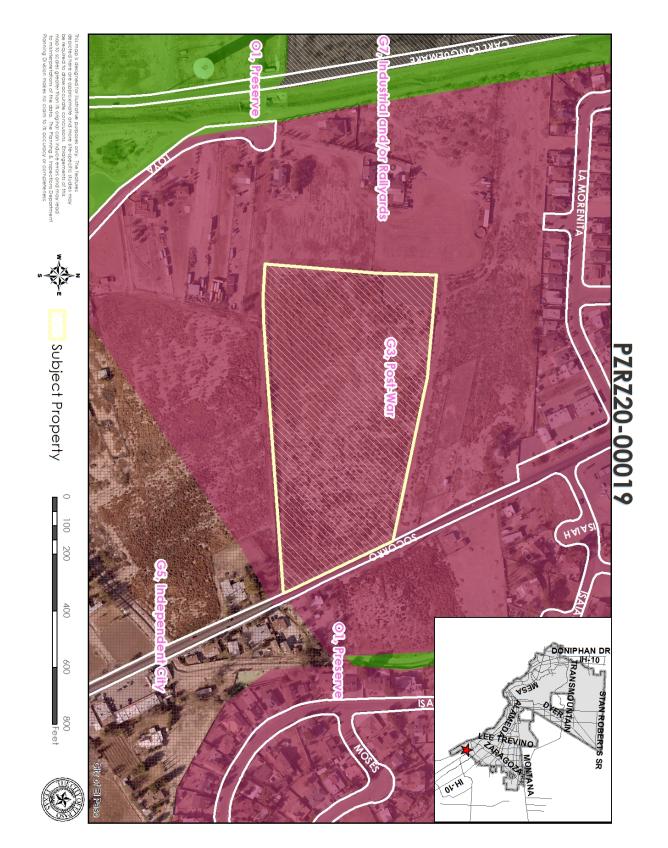
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

4

## ATTACHMENTS:

- 1. Future Land Use Map
- 2. Department Comments
- 3. Neighborhood Notification Boundary Map
- 4. Notice of Support
- 5. Detailed Site Development Plan

## ATTACHMENT 1



## **ATTACHMENT 2**

## Planning and Inspections Department – Planning

No objections to the Rezoning.

Note:

All existing and/or proposed paths of travel (accessible sidewalks, wheelchair access curb ramps and driveways) located within public rights-of-way shall follow the City of El Paso Design Standards for Construction and be ADA/TAS compliant.

## Planning and Inspections Department – Plan Review & Landscaping Division

Recommended Approval.

## Planning and Inspections Department – Land Development

- 1. Show existing and proposed drainage flow patterns on the site plans.
- 2. Verify streets are aligned and not offset or comply with (DSC 3-41 A).
- 3. Verify proper street transitions are provided for any variation in street ROW widths and not at intersections (Muni Code 19.15.060 Street Standards).
- 4. Subdivision is not currently considered a flood zone, but it will be in Zone A & AE once the preliminary maps are approved and effective.
- 5. Provide a print-out of the mathematical closure of the subdivision boundary, showing error of closure.
- 6. Coordinate plat with the Water Improvement District #1 for proposed improvements abutting laterals, bridge crossings, and securing access and if retaining water rights for the subdivision.
- 7. Provide street cross section for West Village Court 55' ROW section.

## Fire Department

Recommended approval.

## Historic Preservation Office

The property is located in the Mission Trail historic district. Work on the parcel requires review from the Historic Landmark Commission (HLC) and new construction requires a Certificate of Appropriateness.

#### <u>Sun Metro</u>

Recommended approval.

## **Environmental Services Department**

No adverse comments.

## El Paso Police Department

No adverse comments.

## Streets & Maintenance

Recommend approval.

Note:

- A TIA will not be required since the proposed development does not generate more than 100 peak hour trips or 1,000 average daily trips.
- All construction shall be in compliance with ADA, DSC, state and local laws and regulations.

## El Paso Water

We have reviewed the request described above and provide the following comments:

El Paso Water (EPWU) does not object to this request.

On-site and off-site water and sewer mains are required to provide service to the subdivision. The Owner is to coordinate the location of the easements with EPWater.

Socorro Rd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Socorro Rd. right-of-way requires written permission from TxDOT.

#### Water:

There is an existing 6-inch diameter water main extending along Socorro Road that is available for main extensions. An extension looping the above described main with the existing 8-inch diameter water main on La Joya Rd. and existing 8-inch diameter water main on La Morenita Cir. is necessary for service to proposed subdivision in order to provide adequate fire protection. The Owner is responsible for extension and on-site/off-site easement acquisition costs.

Previous water pressure readings from fire hydrant # 4430 located at the northeast corner of Isaiah Dr. and Jericho Dr., have yielded a static pressure of 110 pounds per square inch, a residual pressure of 80 pounds per square inch, and a discharge flow of 750 gallons per minute. The lot 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.

#### Sewer:

Sanitary sewer is critical. There is an existing 8-inch diameter sanitary sewer main extending along Socorro Road, the sewer main is located approximately 57.5 ft south from the center line of the right-of-way. Said main ends approximately 270-ft south of Isaiah Street. This main is approximately 9 feet in depth.

There is an existing 48-inchsanitary sewer interceptor that extends along a 30-foot PSB easement located south of and parallel to the northern property line of 9830 Socorro Rd, (Block 52 Ysleta Tract 4-C. This property is located directly north of the subject property

A sanitary sewer main extension to the above described 48-inch sanitary sewer interceptor is required to provide sanitary sewer service to the subject property. The Owner is responsible for extension and on-site/off-site easement acquisition costs.

## General:

All easements dedicated for public water and/or sanitary sewer facilities are to comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-

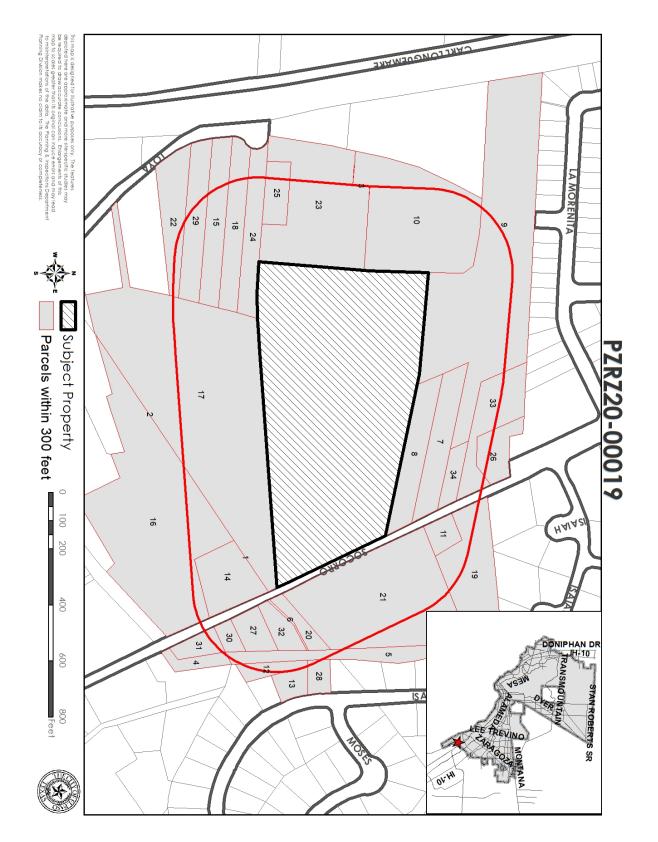
PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWU 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 EPWU – 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.

## El Paso County Water Improvement District #1

No adverse comments.

## **ATTACHMENT 3**



## **ATTACHMENT 4**

From: Fabiola Lopez <<u>cl\_fabiola@yahoo.com</u>> Sent: Friday, January 29, 2021 12:44 PM To: Esther Chen <<u>estherchen88@hotmail.com</u>> Subject: Re: PZRZ20-00019 Socorro Rd

Hello, Mrs. Chen:

As per our phone conversation this morning, we just want it to acknowledge your commitment on making several improvements to this preliminary house development plan compared to the previous house development proposal for the lot site on such a compromised area.

The connectivity plan proposed in this plan will make a humongous improvement for the safety of the future property owners and it will prevent in some way to add more traffic problems to the congested Socorro Road during peak hours. The new park-pond proposal will enhance the livability of these houses and surrounding areas.

Also our concerns were shared with you on the amount of houses proposed 50 in this preliminary plan. The previous plan shown 61 houses to be exact. A better Quality of Life for our community members and future buyers is our priority and high-density was and still is one of the main concerns for Corridor20 civic association in this proposal. You shared with us the probabilities of the cost added with less houses and the intention to build affordable houses for the area. In addition, Corridor 20 civic association is aware that better is what every future house buyer deserves and everyone will be willing to pay for a better quality, spacious house in the heart of the Valley.

Best Regards,

Fabiola Campos-Lopez, PRESIDENT

CORRIDOR20ca

915.920.6210

On Thursday, January 28, 2021, 06:28:47 PM MST, Esther Chen <estherchen88@hotmail.com> wrote:

Hi, ladies, now we finally got our preliminary plan for this re-Zoning project! The major changes of this design from the previous plan: 1. We have worked out another access road with our neighboring land, that gives our new community three access roads to alleviate the traffic. 2. We also going to apply for R-3 zoning, which dropped 1/5 of the small lots, and make up around 50 lot instead of 63. This plan is in line with what we have discussed before. We are so glad to present to both of you for comments. Have a wonder weekend, and feel free to contact me back.

Esther C

for B&B Socorro L.L.C

9158416725

From: Sylvia Carreon <<u>longhorn 1989@hotmail.com</u>> Sent: Friday, January 29, 2021 1:07 PM To: Esther Chen <<u>estherchen88@hotmail.com</u>> Subject: Re: PZRZ20-00019 Socorro Rd

GM Esther, this concept is much better than the first one, although the first one was for 61 units, not 63. Mrs. Campos feel there should be less units to give livability to home buyers. She has a point and hope you can consider this thought. I request you have more roads out and convert to R\_3 which is what you all have accomplished, so I am satisfied. Thank you and good luck.

From: Esther Chen <<u>estherchen88@hotmail.com</u>> Sent: Thursday, January 28, 2021 6:28 PM To: Sylvia Carreon <<u>longhorn 1989@hotmail.com</u>>; Fabiola Lopez <<u>cl\_fabiola@yahoo.com</u>> Subject: Re: PZRZ20-00019 Socorro Rd

Hi, ladies, now we finally got our preliminary plan for this re-Zoning project! The major changes of this design from the previous plan: 1. We have worked out another access road with our neighboring land, that gives our new community three access roads to alleviate the traffic. 2. We also going to apply for R-3 zoning, which dropped 1/5 of the small lots, and make up around 50 lot instead of 63. This plan is in line with what we have discussed before. We are so glad to present to both of you for comments. Have a wonder weekend, and feel free to contact me back.

Esther C for B&B Socorro L.L.C 9158416725



**ATTACHMENT 5** 

ISSUED FOR REZONING PURPOSES

TALT 34, LOC 31, SOCIAL DIANT TALK MARK

ليجر

TYPICAL LOT LAYOUT

Contraction of the local division of the loc

See.

DETAILED SITE DEVELOPMENT PLAN

5' 507 507

on owners we have

THAT THE RECEIPTION IN THE A HART, AS RECEIPTION A THAT THE RECEIPTION IN THE AND COUNTY, THAT

SUDACIES ANN, RECEIRE ANN, RECEIRE ANN, SPEC STREET, MAD

THAN FOL STATE

COMMERCIAL LOTS SINGLE-LIMIT RESIDENTIAL LOTS PARK/POIND LOTS

-80

PROPOSED ZONING : R-S

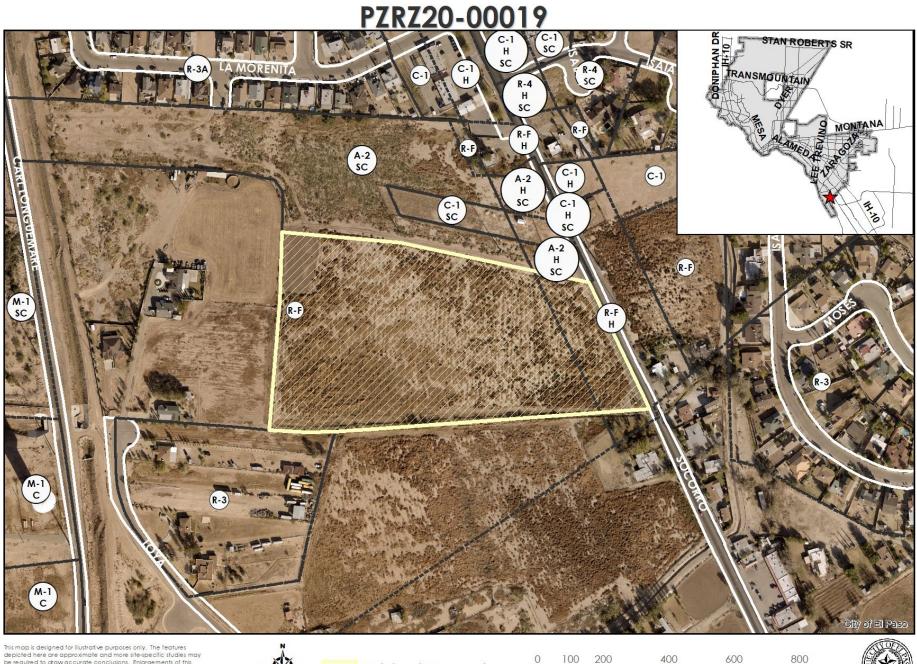


## South of Americas and West of Socorro Road Rezoning

PZRZ20-00019



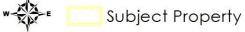






# Aerial

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Ranning Division makes no claim to its accuracy or completeness.

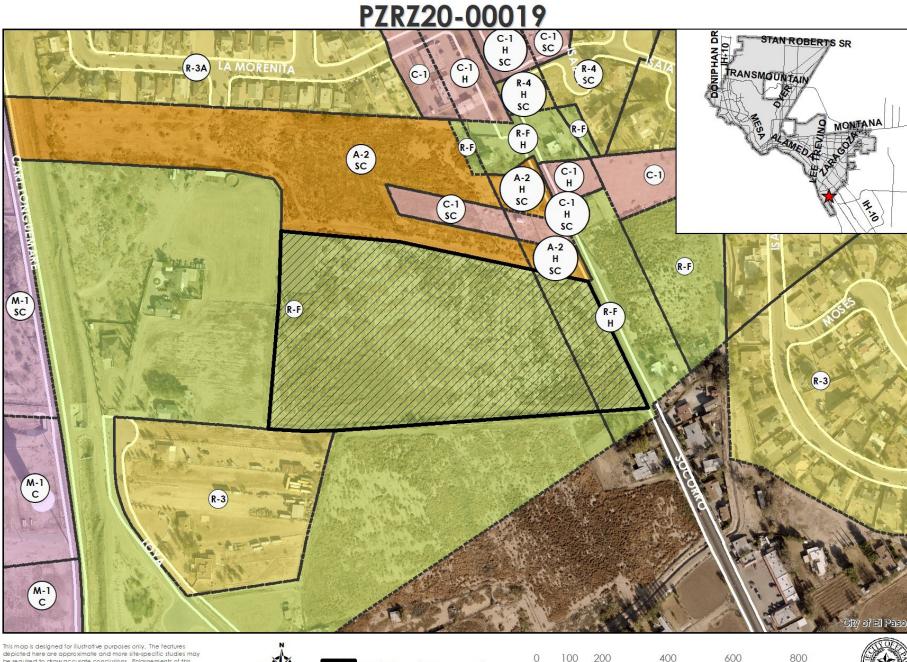






Fee







# 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 Rianning Division makes no claim to its accuracy or completeness.

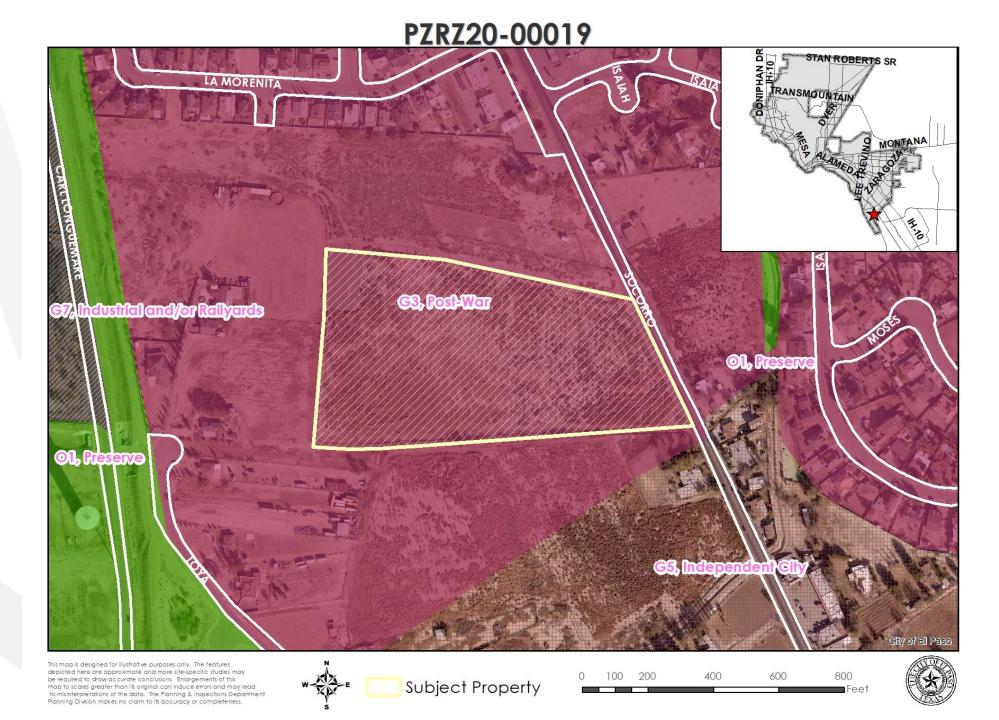


100 200 400 600



Fee



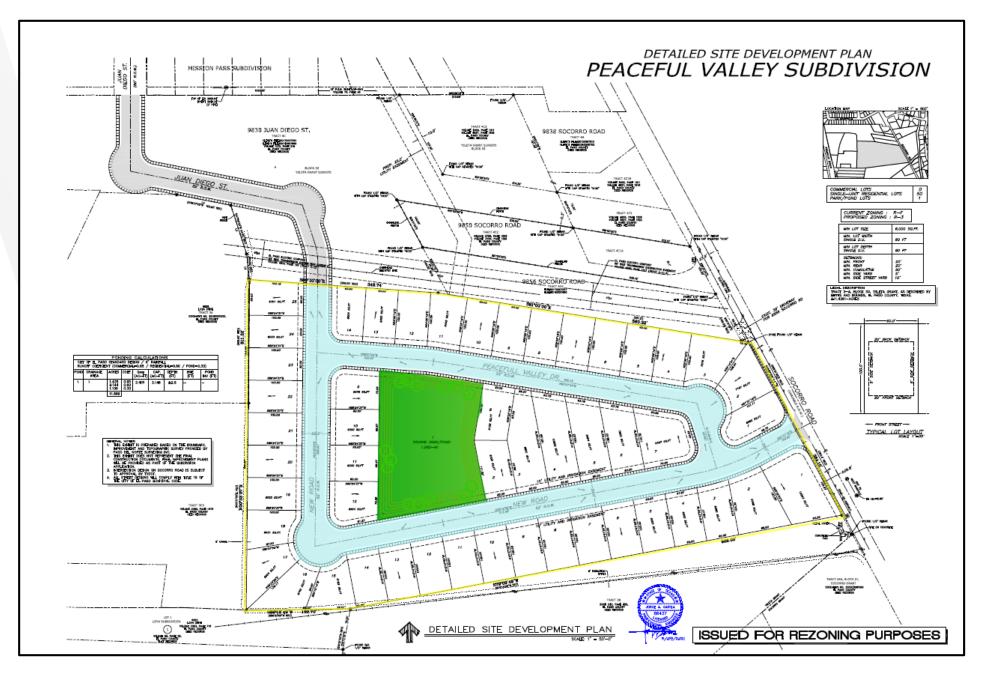




Use

ΕP

**4** 831

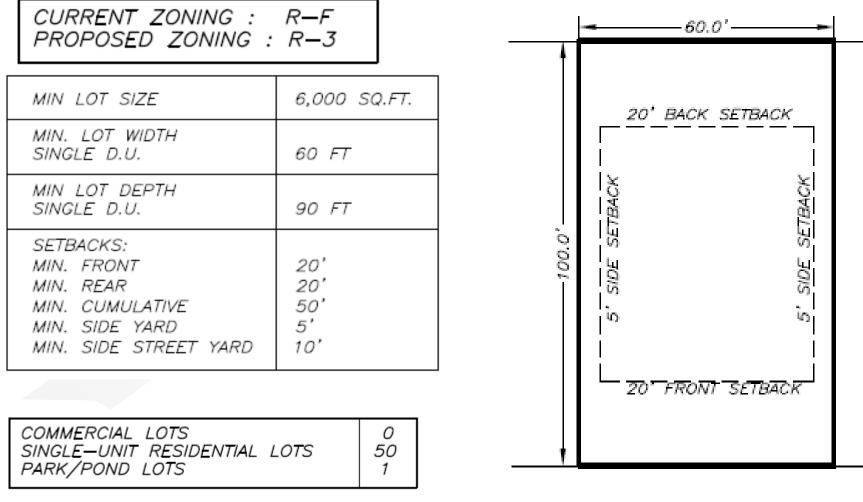


### Detailed Site Development Plan



\$**7** 832





### Typical Lot Layout





# **Case History**

- The applicant originally had requested to rezone the subject property from Ranch-Farm and Ranch-Farm/Historic to R-5 (Residential) and R-5 (Residential/Historic) to allow for a residential development.
- The City Plan Commission recommended 6-1 to deny the proposed rezoning request on November 19, 2020.
- The applicant appealed the denial recommendation to City Council.
- On January 5, 2021 City Council voted to table the appeal and have the applicant work with the neighborhood associations.
- The applicant has worked closely with the neighborhood associations to gain their support, resulting in the proposed R-3 zone district and one additional point of access from Juan Diego Street.







# Subject Property



# Surrounding Development



W









Ν

Ε



# **Public Input**

- Notices sent to property owners within 300 feet on February 26, 2021.
- As of March 9, 2021, Planning has received correspondence from Corridor 20 Civic Association and Mission Valley Civic Association in support to the rezoning request.



# Recommendation

- Staff recommends APPROVAL of the rezoning request with the following conditions:
  - No more than 50 single family dwellings shall be constructed on the property.
  - That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permit.
- Staff also recommends approval of the detailed site development plan, which satisfies the condition for a detailed site development plan. The penalty as provided for in Chapter 20.24 of the El Paso City Code.





### 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

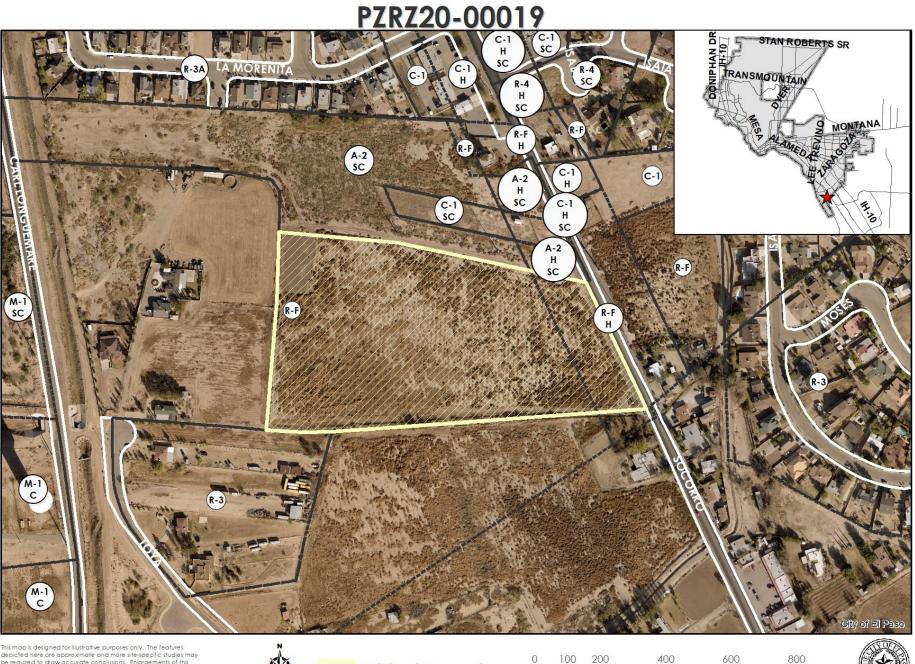


### South of Americas and West of Socorro Road Rezoning

PZRZ20-00019









# Aerial

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Ranning Division makes no claim to its accuracy or completeness.

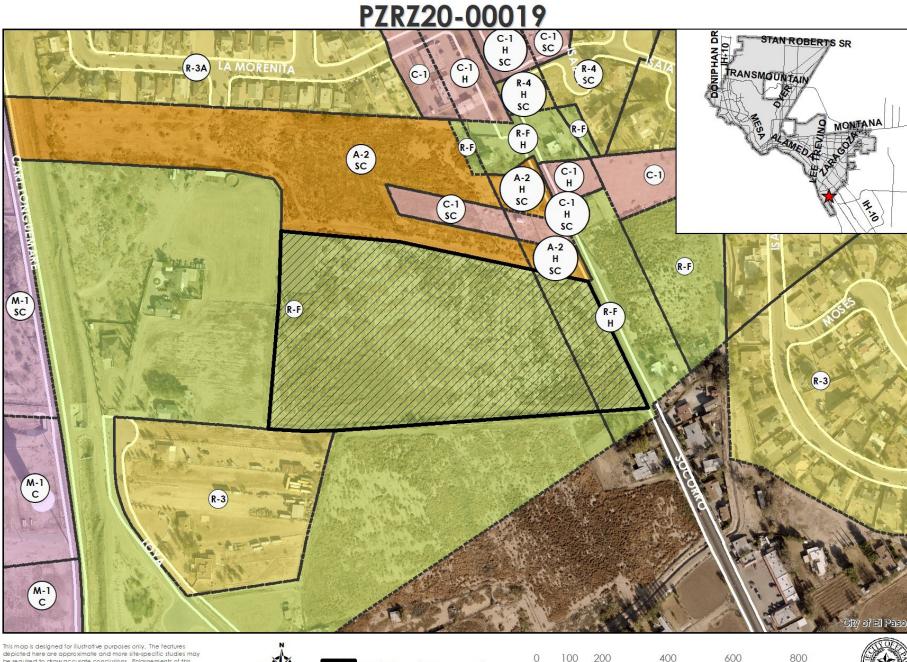


0 100 200 400 600



Fee







# 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 Rianning Division makes no claim to its accuracy or completeness.

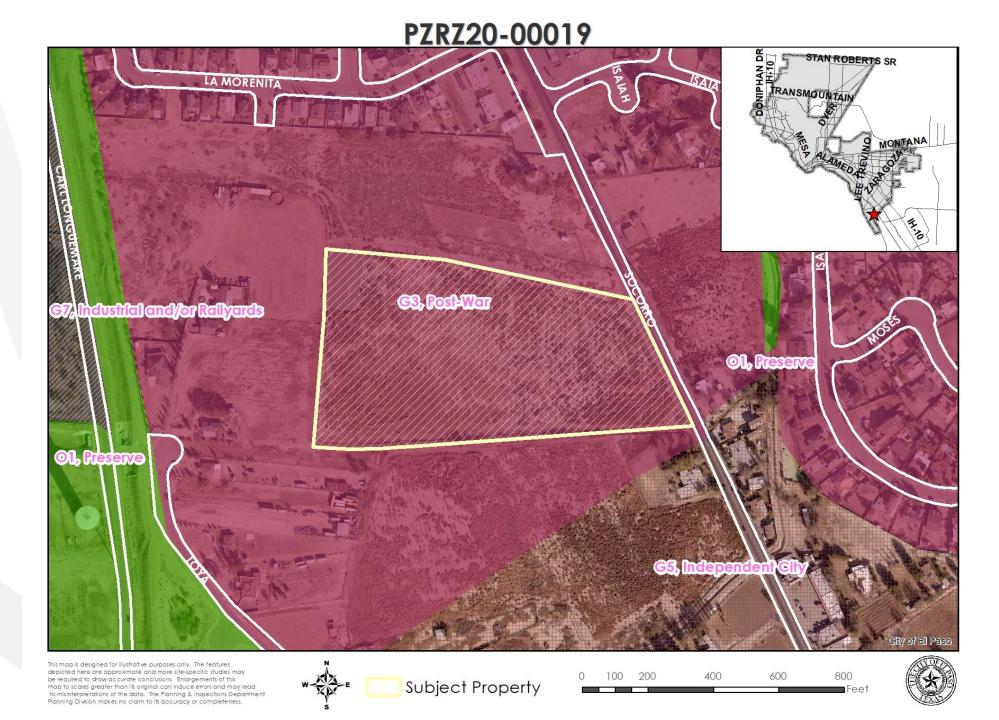


100 200 400 600



Fee



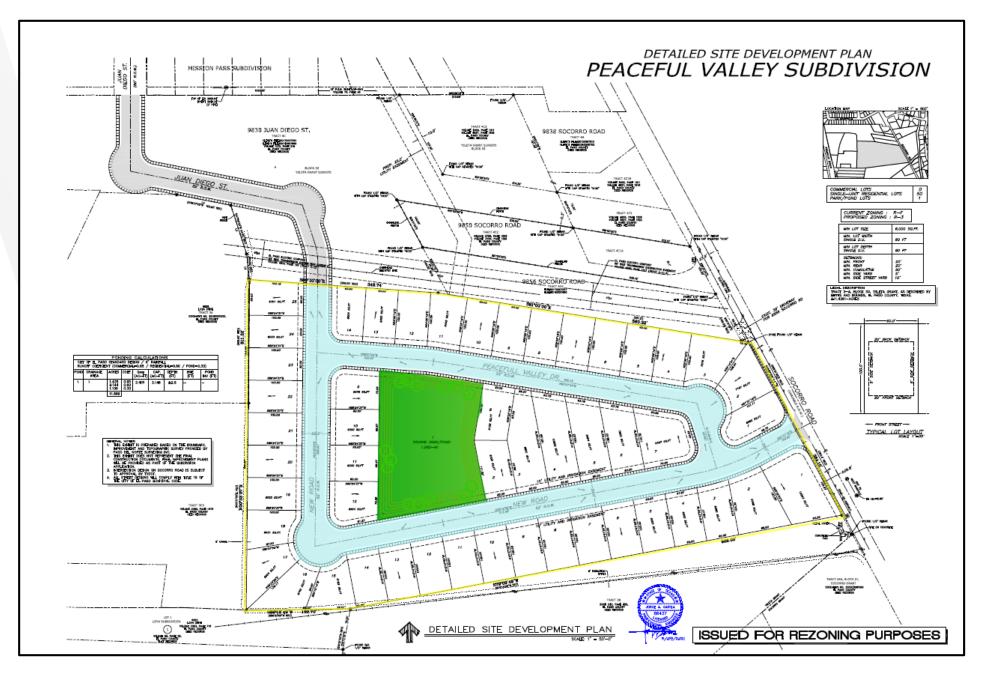




ΕP

Future Land Use





### Detailed Site Development Plan

EP

CITY OF EL PASO





#### CURRENT ZONING : R-F 60.0'-PROPOSED ZONING : R-3 Typical Lot Layout 20' BACK SETBACK SETBACK SETBACK 100.00 SIDE SIDE Ìοj LC) 20' FRONT SETBACK

MIN LOT SIZE	6,000 SQ.FT.
MIN. LOT WIDTH SINGLE D.U.	60 FT
MIN LOT DEPTH SINGLE D.U.	90 FT
SETBACKS: MIN. FRONT MIN. REAR MIN. CUMULATIVE MIN. SIDE YARD MIN. SIDE STREET YARD	20' 20' 50' 5' 10'

COMMERCIAL LOTS	0
SINGLE—UNIT RESIDENTIAL LOTS	50
PARK/POND LOTS	1
PARK/PUND LUIS	

- FRONT STREET TYPICAL LOT



# **Case History**

- The applicant originally had requested to rezone the subject property from Ranch-Farm and Ranch-Farm/Historic to R-5 (Residential) and R-5 (Residential/Historic) to allow for a residential development.
- The City Plan Commission recommended 6-1 to deny the proposed rezoning request on November 19, 2020.
- The applicant appealed the denial recommendation to City Council.
- On January 5, 2021 City Council voted to table the appeal and have the applicant work with the neighborhood associations.
- The applicant has worked closely with the neighborhood associations, resulting in the proposed R-3 zone district and one additional point of access from Juan Diego Street.







# Subject Property



# Surrounding Development



W









Ν

Ε



# Public Input

- Notices sent to property owners within 300 feet on February 26, 2021.
- As of March 9, 2021, Planning has received correspondence from Corridor 20 Civic Association and Mission Valley Civic Association in support to the rezoning request.



# Recommendation

- Staff recommends APPROVAL of the rezoning request with the following conditions:
  - No more than 50 single family dwellings shall be constructed on the property.
  - That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permit.
- Staff also recommends approval of the detailed site development plan, which satisfies the condition for a detailed site development plan. The penalty as provided for in Chapter 20.24 of the El Paso City Code.





### 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 #: 21-565, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 4

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

#### AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III - Parking prohibited at all times on certain streets), of the City Code, to add portions of Cross Street; the penalty being provided in Section 12.84 of the El Paso City Code.

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

**DEPARTMENT:** Streets and Maintenance

AGENDA DATE: May 25, 2021

PUBLIC HEARING DATE: June 8, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Hannah Adele Williams, (915) 212-7003, WilliamsHA@elpasotexas.gov

#### DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL: 4 – Enhance El Paso's Quality of Life Through Recreational, Cultural and Educational Environments, 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner, 7.3 – Enhance a regional comprehensive transportation system

#### **SUBJECT:**

An ordinance amending Title 12 (Vehicles and traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking prohibited at all times on certain streets), of the City Code, to add portions of Cross Street; the penalty being provided in Section 12.84 of the El Paso City Code.

#### **BACKGROUND / DISCUSSION:**

CID requested Streets and Maintenance to restrict parking on Cross Street to supplement the improvements to the North East Linear Park.

Parking restriction will aid in the traffic flow on Cross Street with the new street cross-section.

- Two 11' travel lanes
- Intermittent parking on the east side
- > 9' Hike and Bike path
- > 12' Sidewalk to remain

Parking restriction limits on Cross Street:

- > Between Deer Street and Sun Valley Drive, west side only, and
- Between Deer Street and Sun Valley Drive, where the curb is intermittently extruded on the east side.

PRIOR COUNCIL ACTION: N/A AMOUNT AND SOURCE OF FUNDING:

N/A

**DEPARTMENT HEAD:** 

Richard Bristol

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

#### ORDINANCE NO.

# AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.030 (SCHEDULE III – PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS) OF THE CITY CODE, TO ADD PORTIONS OF CROSS STREET; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.

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

**SECTION 1.** That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedules III – Parking prohibited at all times on certain streets), is hereby amended to add Subsection 386 as follows:

386. On the following described portions of Cross Street:

- a. Cross Street between Deer Street and Sun Valley Drive, west side only, and
- b. Cross Street between Deer Street and Sun Valley Drive, where the curb is intermittently extruded on the east side.

**SECTION 2.** Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

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

#### **CITY OF EL PASO:**

ATTEST:

Oscar Leeser, Mayor

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Brito

Roberta Brito Assistant City Attorney

#### **APPROVED AS TO CONTENT:**

Richard Bristol

Richard Bristol, Director Streets & Maintenance Department



### Ordinance Amending Title 12.88.030 Add parking restriction on Cross Street from Deer Street to Sun Valley Drive

District 4

Introduction: May 25, 2021 Public Hearing: June 8, 2021



### Strategic Plan Goal

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

- 4.1 Deliver bond projects impacting quality of life across the city in a timely, efficient manner
- 7 Enhance and Sustain El Paso's Infrastructure Network
  - 7.3 Enhance regional comprehensive transportation system





### City Council History

### No previous action



Ordinance Amending Title 12.88.030



### Purpose of Amendment

CID requested Streets and Maintenance to restrict parking on Cross Street to supplement the improvements to the North East Linear Park.

Parking restriction will aid in the traffic flow on Cross Street with the new street crosssection.

Two 11' travel lanes
Intermittent parking on the east side
9' Hike and Bike path
12' Sidewalk to remain

Parking restriction limits on Cross Street:

- Between Deer Street and Sun Valley Drive, west side only, and
- Between Deer Street and Sun Valley Drive, where the curb is intermittently extruded on the east side.



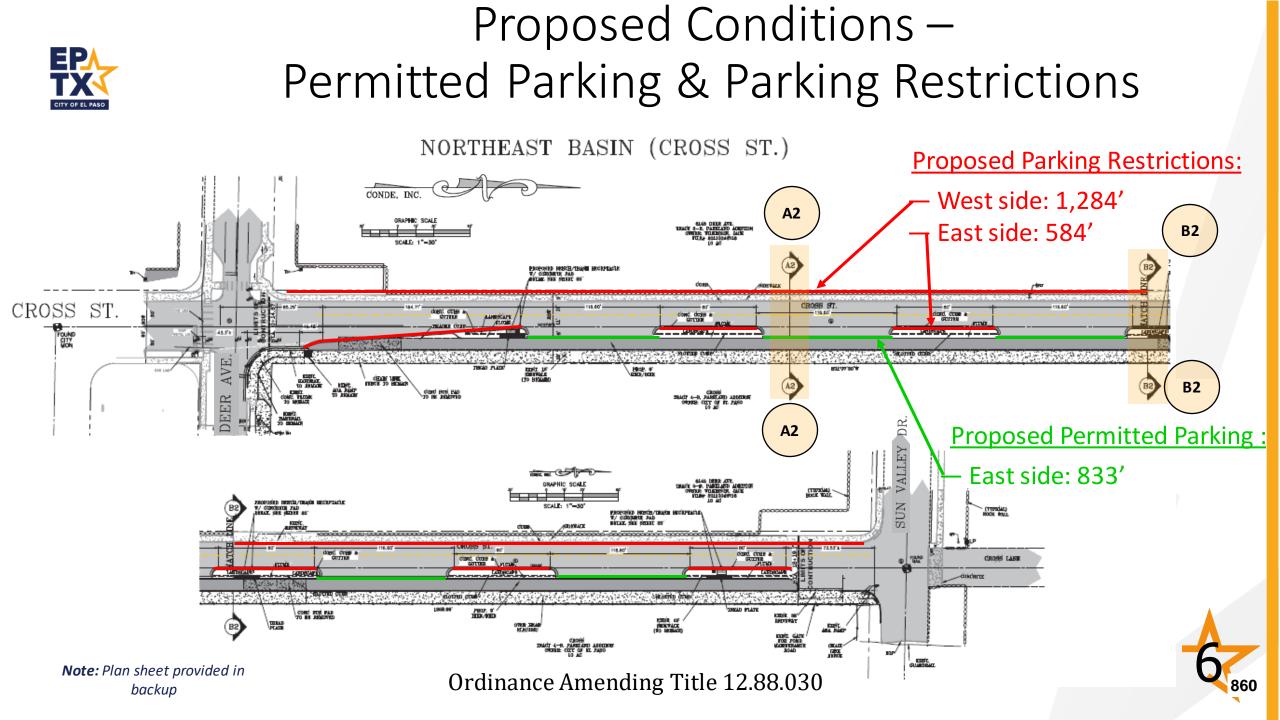
Ordinance Amending Title 12.88.030

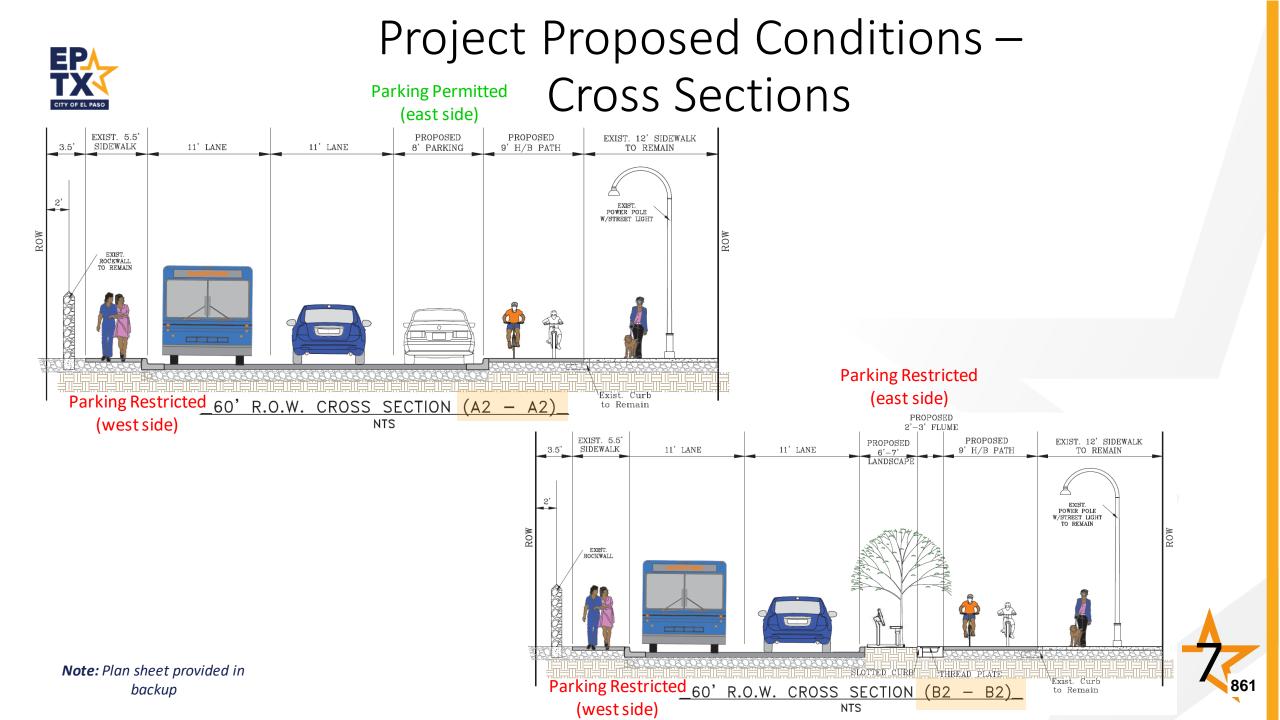


### Existing Conditions – Cross Street



859







## **Requested Council Action**

Via Ordinance, amend Title 12 (Vehicles and traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking prohibited at all times on certain streets), of the City Code, to add portions of Cross Street; the penalty being provided in Section 12.84 of the El Paso City Code.

#### Add:

386. On the following described portions of Cross Street:

a. Cross Street between Deer Street and Sun Valley Drive, west side only

b. Cross Street between Deer Street and Sun Valley Drive, where the curb is extruded intermittently on the east side

### Staff recommends approval.

Ordinance Amending Title 12.88.030



#### VISION

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

MISSION

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



Integrity, Respect, Excellence, Accountability, People

863









# Ordinance Amending Title 12.88.030

Add parking restriction on Cross Street from Deer Street to Sun Valley Drive

**District** 4

Introduction: May 25, 2021 Public Hearing: June 8, 2021



## Strategic Plan Goal

4 – Enhance El Paso's Quality of Life Through Recreational, Cultural and Educational Environments 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner

7 – Enhance and Sustain El Paso's Infrastructure Network

7.3 – Enhance regional comprehensive transportation system



## City Council History

## No previous action



## Purpose of Amendment

CID requested Streets and Maintenance to restrict parking on Cross Street to supplement the improvements to the North East Linear Park.

Parking restriction will aid in the traffic flow on Cross Street with the new street crosssection.

- Two 11' travel lanes
- Intermittent parking on the east side
- ➢ 9' Hike and Bike path
- ➤ 12' Sidewalk to remain

Parking restriction limits on Cross Street:

Between Deer Street and Sun Valley Drive, west side only, and

Between Deer Street and Sun Valley Drive, where the curb is intermittently extruded on the east side.

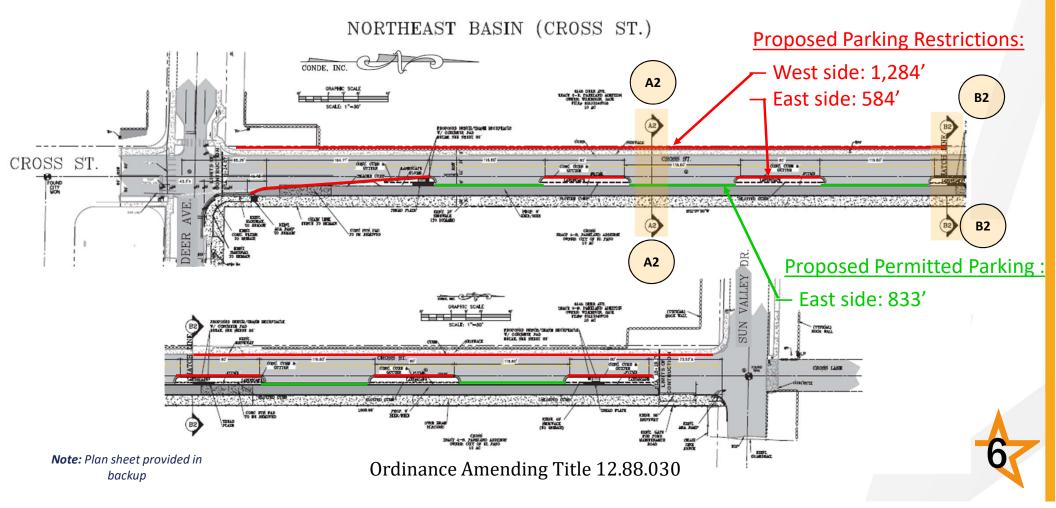


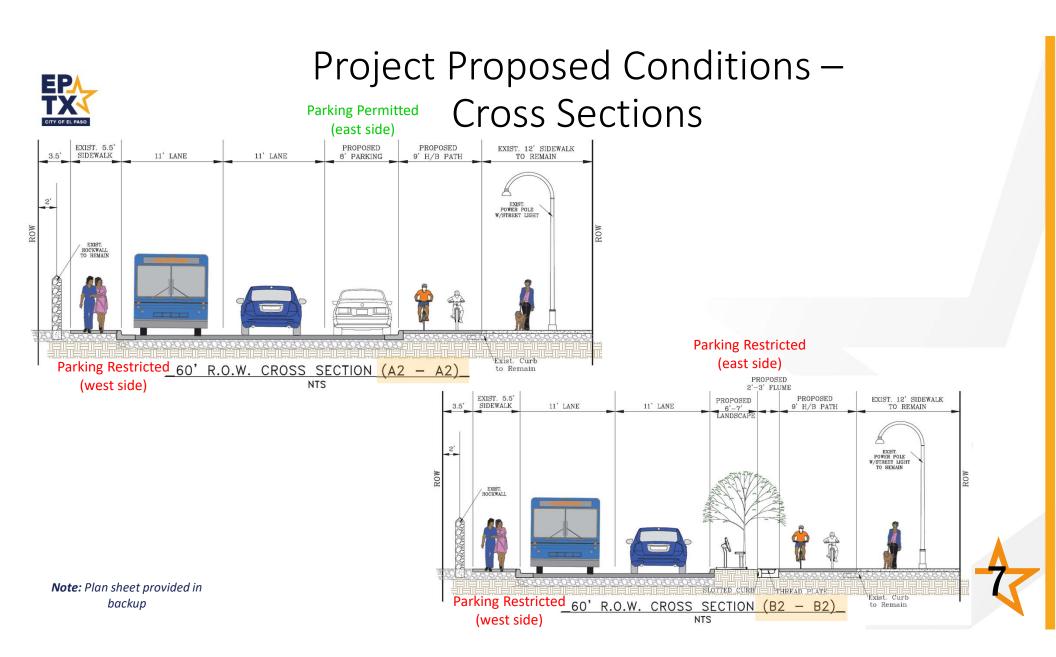
## Existing Conditions – Cross Street



## Proposed Conditions – Permitted Parking & Parking Restrictions

EP







## **Requested Council Action**

Via Ordinance, amend Title 12 (Vehicles and traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking prohibited at all times on certain streets), of the City Code, to add portions of Cross Street; the penalty being provided in Section 12.84 of the El Paso City Code.

### Add:

386. On the following described portions of Cross Street:

- a. Cross Street between Deer Street and Sun Valley Drive, west side only
- b. Cross Street between Deer Street and Sun Valley Drive, where the curb is extruded intermittently on the east side

### Staff recommends approval.

### VISION

 $\bigcirc$ 

### MISSION

Deliver exceptional services to support a high quality of life and place for our community Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

☆ VALUES

Integrity, Respect, Excellence, Accountability, People













Legislation Text

#### File #: 21-566, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 5

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

#### AGENDA LANGUAGE:

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

An Ordinance amending Title 12, Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV - Speed limits), to amend Paragraph F (thirty-five miles per hour), by amending Subparagraph 32, to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Dr.; the penalty being provided in Chapter 12.84 of the El Paso City Code.

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

**DEPARTMENT:** Streets and Maintenance

AGENDA DATE: May 25, 2021

PUBLIC HEARING DATE: June 8, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Hannah Adele Williams, (915) 212-7003, WilliamsHA@elpasotexas.gov

#### DISTRICT(S) AFFECTED: District 5

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

#### **SUBJECT:**

An ordinance amending Title 12, Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV – Speed limits), to amend Paragraph F (thirty-five miles per hour), by amending Subparagraph 32, to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Dr.; the penalty being provided in Chapter 12.84 of the El Paso City Code.

#### **BACKGROUND / DISCUSSION:**

Administrative action required to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Drive.

#### **PRIOR COUNCIL ACTION:**

N/A

#### **AMOUNT AND SOURCE OF FUNDING:**

N/A

**DEPARTMENT HEAD:** 

Richard Bristol

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

#### ORDINANCE NO.

# AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULE XIV-SPEED LIMITS), TO AMEND PARAGRAPH F (THIRTY-FIVE MILES PER HOUR), BY AMENDING SUBPARAGRAPH 32; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.

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

**SECTION 1.** That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV-Speed limits), Paragraph F (Thirty-five miles per hour), Subparagraph 32, be amended to read as follows:

32. Montwood Drive from Viscount Boulevard to the easternmost city limits,

**SECTION 2.** Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

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

#### CITY OF EL PASO

Oscar Leeser, Mayor

**ATTEST:** 

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Roberta Brito Assistant City Attorney

#### **APPROVED AS TO CONTENT:**

Richard Bristol

Richard Bristol, Director Streets & Maintenance Department

1



## Ordinance Amending Title 12.88.150

Administrative action item to clarify the speed limit on Montwood Drive

District 5

Introduction: May 25, 2021 Public Hearing: June 8, 2021





## Strategic Plan

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

### 7.3 – Enhance regional comprehensive transportation system





## **City Council History**

## No previous history



## **Purpose of Amendment**

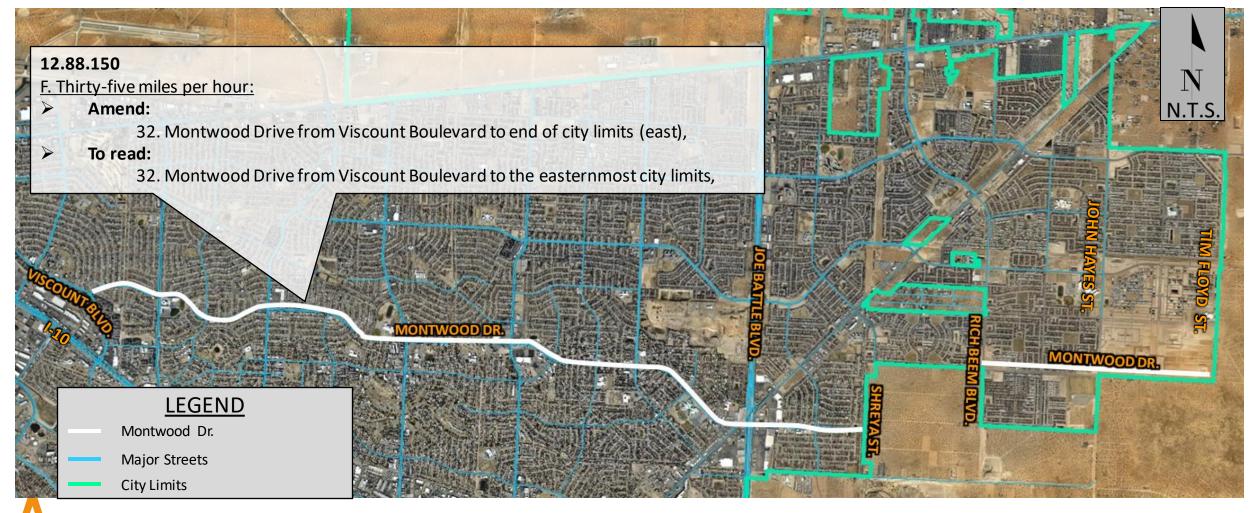
Administrative action required to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Drive.





## **Existing & Proposed Conditions**





## **Requested Council Action**

Via Ordinance, amend Title 12, Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV – Speed limits), to amend Paragraph F (thirty-five miles per hour), by amending Subparagraph 32; the penalty being provided in Chapter 12.84 of the El Paso City Code.

Paragraph F. thirty-five miles per hour:

### > Amend:

32. Montwood Drive from Viscount Boulevard to end of city limits (east),

## > To read:

32. Montwood Drive from Viscount Boulevard to the easternmost city limits,





Thank You!





## **Mission**

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



Integrity, Respect, Excellence, Accountability, People

## Vision

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





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

## ☆ Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas

## Visión

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





# Ordinance Amending Title 12.88.150

Administrative action item to clarify the speed limit on Montwood Drive

**District 5** 

Introduction: May 25, 2021 Public Hearing: June 8, 2021





## **Strategic Plan**

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

### 7.3 – Enhance regional comprehensive transportation system





## **City Council History**

No previous history

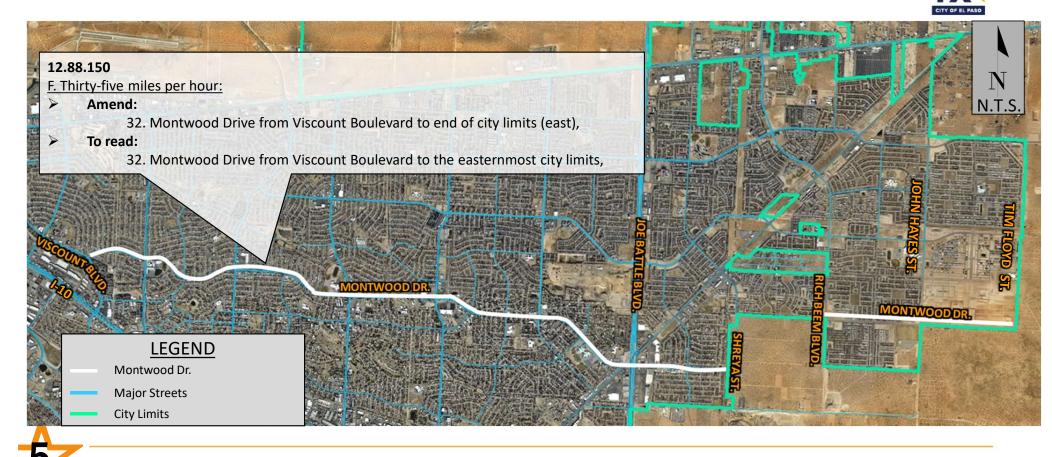


## **Purpose of Amendment**

Administrative action required to clarify the language in the City Municipal Code regarding the boundary limits of the existing 35 MPH speed limit on Montwood Drive.



## **Existing & Proposed Conditions**



Ordinance Amending Title 12.88.150

= •

## **Requested Council Action**

Via Ordinance, amend Title 12, Chapter 12.88 (Schedules), Section 12.88.150 (Schedule XIV – Speed limits), to amend Paragraph F (thirty-five miles per hour), by amending Subparagraph 32; the penalty being provided in Chapter 12.84 of the El Paso City Code.

Paragraph F. thirty-five miles per hour:

> Amend:

32. Montwood Drive from Viscount Boulevard to end of city limits (east),

 $\succ$  To read:

32. Montwood Drive from Viscount Boulevard to the easternmost city limits,



EPA TX CITY OF EL PASO

Thank You!





893



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



Integrity, Respect, Excellence, Accountability, People

## Vision

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





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

## ☆ Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas

## 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

#### File #: 21-571, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

#### AGENDA LANGUAGE:

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

An Ordinance amending The El Paso City Code Title 2 (Administration And Personnel), Chapter 2.44 (City Of El Paso Courts) Section 2.44.010 (Created), Subsection (B); and Section 2.44.030 (Judges), Subsections (C) And (F), in order to allow for specified Sub-Courts under the purview of the Presiding Judge; and Title 2 (Administration and Personnel), Chapter 2.44 (City of El Paso Courts) Section 2.44.010 Created, Subsection (D); Section 2.44.030 (Judges), Subsection (E)(1); Section 2.44.040 (Practice And Procedure), Subsection (A); Section 2.44.060 (Summons And Citations-Fee Schedule-Payments); And Section 2.44.080 (Special Expense Fee) to provide updates, corrections and clarification of Municipal Court procedures.

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

AGENDA DATE: May 25, 2021 PUBLIC HEARING DATE: June 8, 2021

#### CONTACT PERSON(S) NAME AND PHONE NUMBER: Lilia Worrell, Municipal Court Clerk

915-212-5822

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2: Set the Standard for Safe and Secure City SUBGOAL: 2.7 Maximize Municipal Court efficiency and enhance customer experience

#### 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 THE EL PASO CITY CODE TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.44 (CITY OF EL PASO COURTS) SECTION 2.44.010 (CREATED), SUBSECTION (B); AND SECTION 2.44.030 (JUDGES), SUBSECTIONS (C) AND (F), IN ORDER TO ALLOW FOR SPECIFIED SUB-COURTS UNDER THE PURVIEW OF THE PRESIDING JUDGE; AND TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.44 (CITY OF EL PASO COURTS) SECTION 2.44.010 CREATED, SUBSECTION (D); SECTION 2.44.030 (JUDGES), SUBSECTION (E)(1); SECTION 2.44.040 (PRACTICE AND PROCEDURE), SUBSECTION (A); SECTION 2.44.060 (SUMMONS AND CITATIONS-FEE SCHEDULE-PAYMENTS); AND SECTION 2.44.080 (SPECIAL EXPENSE FEE) TO PROVIDE UPDATES, CORRECTIONS AND CLARIFICATION OF MUNICIPAL COURT PROCEDURES.

#### **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 ordinance will provide updates, corrections and clarification of Municipal Court procedures. The last update to the Municipal Code Chapter 2.44 was approved in 2017 regarding terms of office for Associate Judges; all other chapters were last amended 2001-2003.

Proposed Temporary Court: Due to the Covid pandemic the number of cases awaiting a trial or hearing has increased dramatically. The current case count awaiting a setting is at 131,000; therefore, to address the backlog, a resolution for the creation of a 12 month temporary court will be brought forward. There will be 2 sessions scheduled in the morning and 2 sessions scheduled in the afternoon, in essence 2 courts. There have been 2 previous temporary courts created in the past: one in 2006-2007 and another in 2012. The Presiding Judge will assign Associate Judges to preside over the court. The estimated start date will be October 1, 2021.

Revised 04/09/2021

#### PRIOR COUNCIL ACTION: Has the Council previously considered this item or a closely related one?

Chapter 2.44.010-Judges was last amended in 2017, Ordinance 18704; Chapter 2.44040 -Practice and procedure was last amended in 2002, Ordinance 15183; Chapter 2.44.060-Summons and citations-Fee schedule – payments has not been amended; Chapter 2.44.080 – Special expense fee was last amended in 1999, Ordinance 14172; Chapter 2.44.100-Juror reimbursement was last amended in 2003, Ordinance 15405.

#### 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?

Changes to the Code will result in no impact to the City's General Fund.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_X \_ YES \_\_\_NO

PRIMARY DEPARTMENT: Municipal Court SECONDARY DEPARTMENT: City Attorney's Office

**DEPARTMENT HEAD:** 

Liha Worrell

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

#### ORDINANCE NO.

AN ORDINANCE AMENDING THE EL PASO CITY CODE TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.44 (CITY OF EL PASO COURTS) SECTION 2.44.010 (CREATED), SUBSECTION (B); AND SECTION 2.44.030 (JUDGES), SUBSECTIONS (C) AND (F), IN ORDER TO ALLOW FOR SPECIFIED SUB-COURTS UNDER THE PURVIEW OF THE PRESIDING JUDGE; AND TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.44 (CITY OF EL PASO COURTS) SECTION 2.44.010 CREATED, SUBSECTION (D); SECTION 2.44.030 (JUDGES), SUBSECTION (E)(1); SECTION 2.44.040 (PRACTICE AND PROCEDURE), SUBSECTION (A); SECTION 2.44.060 (SUMMONS AND CITATIONS-FEE SCHEDULE—PAYMENTS); AND SECTION 2.44.080 (SPECIAL EXPENSE FEE) TO PROVIDE UPDATES, CORRECTIONS AND CLARIFICATION OF MUNICIPAL COURT PROCEDURES.

WHEREAS, Section 2.44 of Chapter 30 of the City Code discusses the process for the municipal courts of the city are established as courts of record in accordance with the terms and provisions, powers, duties, and limitations as set forth in Chapter 30, Government Code, and successor statutes; and

WHEREAS, the City Council wishes to allow for a temporary Municipal Court to address significant case backlogs that may be caused by unexpected circumstances outside of the normal enforcement and adjudication procedures; and

WHEREAS, the City Council wishes to provide for corrections and clarifications regarding the overall City Code Chapter 2.44 upon review and advice by the Municipal Court Clerk.

#### NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, THAT CHAPTER 2.44 BE AMENDED AS FOLLOWS:

Section 1. That the El Paso City Code Subsection 2.44.010(B) is hereby amended to read as follows:

B. There are created under the authority of Chapter 30, Texas Government Code, and successor statutes, four additional municipal courts which shall be styled respectively: the El Paso Municipal Court of Record No. 2; the El Paso Municipal Court of Record No. 3; the El Paso Municipal Court of Record No. 4; and the El Paso Municipal Court of Record No. 5. The Presiding Judge's court may include sub-courts under the direction and supervision of the Presiding Judge. Such sub-courts shall be presided over by one or more substitute associate judges appointed by City Council and may include: the El Paso Arraignment Court, a day or night Magistrate Court, and a temporary Court for no longer than one year,

#### ORDINANCE NO.

19-1023-021 | 1072644 | Chapter 2.44 Ordinance | KHK

1

established with approval of City Council by resolution to provide efficient adjudication of a large number of pending cases caused by unforeseen circumstances.

<u>Section 2</u>. That the El Paso City Code Subsection 2.44.010(D) is hereby amended to read as follows:

D. Each Municipal Court shall be presided over by a Municipal Judge or, if a Municipal Judge is unavailable, one or more substitute Associate Judges.

<u>Section 3</u>. That the El Paso City Code Subsection 2.44.030(C) is hereby amended to read as follows:

C. The City Council may appoint one or more substitute Associate Municipal Judge to fouryear terms, on full-time or part-time basis as necessary based on the advice of the City Manager through the Municipal Court Clerk, to sit, under the discretion and supervision of the Presiding Judge, for the regular judge of any Municipal Court when such regular judge is temporarily unable to act for any reason, or for any sub-court described in 2.44.010(B). Each substitute Associate Municipal Judge shall possess the same qualifications required of the regular Municipal Judges and shall have all the powers and duties of the Judge for whom such substitute Associate Municipal Judge is sitting while so acting.

<u>Section 4</u>. That the El Paso City Code Subsection 2.44.030(E)(1) is hereby amended to read as follows:

1. The Municipal Court Clerk will notify the City Manager of the vacancy or need for the council to make appointments.

<u>Section 5</u>. That the El Paso City Code Subsection 2.44.030(F) is hereby amended to read as follows:

Any substitute Associate Municipal Judge appointed pursuant to subsection C of this section may be assigned to serve as Arraignment Judge, Magistrate, or over a temporary court established under 2.44.010(B) under the supervision of the Presiding Municipal Judge. The duties of magistrate shall be those prescribed by the laws of the state, particularly the Code of Criminal Procedure, at the discretion of the Presiding Judge.

<u>Section 6</u>. That the El Paso City Code Subsection 2.44.040(A) is hereby amended to read as follows:

A. The following practice and procedure is established for the municipal courts of record of the city:

#### ORDINANCE NO.

19-1023-021 | 1072644 | Chapter 2.44 Ordinance | KHK

1. In lieu of a physical arrest, or as otherwise provided by law, every police officer or other employee of the city who is charged with the responsibility of enforcement of any law or ordinance within the jurisdiction of the Municipal Courts of the city may issue a citation or notice of violation for any state law violation punishable only by fine, as defined in Article 4.14(c), Texas Code of Criminal Procedure, or for any violation of a municipal ordinance, regulation or rule.

2. Such citation or notice of violation shall contain all information required by the relevant Federal, State or Local law.

3. Every person, other than a person under the age established by state law as a juvenile, issued a citation may, in lieu of appearing at a hearing on the arraignment date set forth on the citation, make payment to the Municipal Court Traffic Violations-Bureau. Payment must be made in accordance with the procedures set forth in Section 2.44.060 of this Code.

4. Failure of any person cited in accordance with the provisions of this section to make arrangements for payment or to appear at the assigned arraignment date or a court hearing before the Municipal Courts of the city as herein required shall result in the immediate issuance of a capias as provided in Article 23.04, Texas Code of Criminal Procedure or summons directed to the individual cited.

<u>Section 7</u>. That the El Paso City Code Subsection 2.44.060 is hereby amended to read as follows:

#### 2.44.060 - Summons and citations—Fee schedule—Payments.

A. The Judges of the Municipal Courts may from time to time establish a schedule of amounts of money which may be paid at the by persons who have been issued traffic tickets or class "C" citations or notice of violation for violations of any offense, within the jurisdiction of the Municipal Court. The schedule shall be uniform for all the Municipal Courts. If the Judges do not all agree on the schedule, the agreement of a majority will be sufficient; and if no majority agreement is reached the matter may be determined by the Presiding Judge. The amount fixed in the schedule for each class of offense, or subdivision under a class, shall not be more than the largest fine which could be imposed therefor.

B. Payment at the according to such schedule may be made (either in person, on-line, mail, phone, or electronically) by the person charged, or by an attorney at law authorized to represent him, or by any other person if such other person files with written authority therefore from the person charged.

C. Within ten days after such payment is made the person charged may request the clerk or his deputy for a hearing on the case, and the clerk shall then put the case in the trial queue to await the setting of a trial date.

#### ORDINANCE NO.

19-1023-021 | 1072644 | Chapter 2.44 Ordinance | KHK

D. If the person charged does not request a hearing within ten days the clerk shall report the case to the Presiding Judge, who may (either by separate written instrument or by endorsement of a list of cases in which trial has not been requested within ten days) accept the amount paid; and such acceptance shall constitute a finding of guilty in open court as though a plea of nolo contendere had been entered by the defendant; provided, the Judge may on his own motion refuse to accept the amount paid, and he shall then order the case set down for trial; and the Judge shall refuse to accept the amount and shall order the case set down for trial if the prosecuting attorney so requests.

E. If the Judge accepts the amount paid as herein set forth, such payment shall not thereafter be refunded, and the person charged shall be relieved of any duty thereafter to appear for trial on such violation.

F. The Municipal Court may accept payment agreements for amounts owed under this section.

G. The person charged shall not have the privilege of making the payment as set forth herein, and the Municipal Court traffic violations bureau shall not receive the payment, if in the particular case a Judge or a prosecuting attorney has instructed the court the bureau that such case will be tried and that the person charged is not to be released without making bail in one of the ways provided by law.

H. In lieu of making a payment fixed by the schedule herein set forth, the person charged shall have the right, if the person requests to ask for a court setting or giving bail as in other cases.

I. No Judge of the Municipal Court shall dismiss any case (whether a traffic violation or other charge) except at a trial in open court or upon motion of a prosecuting attorney.

**Section 8**. That the El Paso City Code Subsection 2.44.080 is hereby amended to read as follows:

#### 2.44.080 - Special expense fee.

In accordance with Article 45.203, Texas Code of Criminal Procedure, each Municipal Court Judge may, as a result of the issuance and service of a warrant of arrest for an offense under Section 38.10, Texas Penal Code, or Section 543.009, Texas Transportation Code, impose a fee upon the subject of said warrant in the amount allowed by law, provided that a written notice of the warrant was sent to the subject at the address provided by the subject at the time of the issuance of the citation or other address provided by the subject to the court, whichever was provided later, and the subject failed to respond to the notice or contact the court.

#### ORDINANCE NO.

19-1023-021 | 1072644 | Chapter 2.44 Ordinance | KHK

Section 9. That all other provisions of the El Paso City Code Chapter 2.44 remain unchanged.

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

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO CONTENT:

Lilia Worrell, Director El Paso Municipal Court APPROVED AS TO FORM:

Kristen L. Hamilton-Karam Senior Assistant City Attorney

#### ORDINANCE NO.

19-1023-021 | 1072644 | Chapter 2.44 Ordinance | KHK

<u>Section 1</u>. That the El Paso City Code Subsection 2.44.010(B) is hereby amended to read as follows:

There are created under the authority of Chapter 30, Texas Government Code, and successor statutes, four additional municipal courts which shall be styled respectively: the El Paso Municipal Court of Record No. 2; the El Paso Municipal Court of Record No. 3; the El Paso Municipal Court of Record No. 4; and the El Paso Municipal Court of Record No. 5. The presiding judge's court may include sub-courts under the direction and supervision of the Presiding Judge. Such sub-courts shall be presided over by one or more substitute associate judges appointed by City Council and may include: the El Paso Arraignment Court, a day or night Magistrate Court, and a temporary Court for no longer than one year, established with approval of City Council by resolution to provide efficient adjudication of a large number of pending cases caused by unforeseen circumstances.

<u>Section 2</u>. That the El Paso City Code Subsection 2.44.010(D) is hereby amended to read as follows:

D.

Each municipal court shall be presided over by a municipal judge and or, if a municipal judge is unavailable, one or more substitute associate judges.

<u>Section 3</u>. That the El Paso City Code Subsection 2.44.030(C) is hereby amended to read as follows:

C.

The city council may appoint one or more substitute associate municipal judge to four-year terms, s on full-time or part-time basis as necessary based on the advice of the City Manager through the Municipal Court Clerk, to sit, under the discretion and supervision of the presiding judge, for the regular judge of any municipal court when such regular judge is temporarily unable to act for any reason, or for any sub-court described in 2.44.010(B). Such-Each substitute associate municipal judges and shall possess the same qualifications required of the regular municipal judges and shall have all the powers and duties of the judge for whom such substitute associate municipal judge is sitting while so acting.

<u>Section 4</u>. That the El Paso City Code Subsection 2.44.030(E)(1) is hereby amended to read as follows:

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

Formatted: Highlight

1.

The municipal <u>court</u> clerk will notify the city manager of the vacancy or need for the council to make appointments.

Section 5. That the El Paso City Code Subsection 2.44.030(F) is hereby amended to read as follows:

Any substitute associate municipal judge appointed pursuant to subsection C of this section may be assigned to serve as night magistrateas arraignment judge, magistrate, or over a temporary court established under 2.44.010(B) under the supervision of the presiding municipal judge. The duties of the night-magistrate shall be those prescribed by the laws of the state, particularly the Code of Criminal Procedure, at the discretion of the presiding judge.

<u>Section 6</u>. That the El Paso City Code Subsection 2.44.040(A) is hereby amended to read as follows:

#### Α.

The following practice and procedure is established for the municipal courts of record of the city:

#### 1.

In lieu of a physical arrest, or as otherwise provided by law, every police officer or other employee of the city who is charged with the responsibility of enforcement of any law or ordinance within the jurisdiction of the municipal courts of the city may issue a citation <u>or notice of violation</u> for any state law violation punishable only by fine, as defined in Article 4.14(c), Texas Code of Criminal Procedure, or for any violation of a municipal ordinance<u>, regulation or rule</u>.

2.

Such citation or notice of violation shall contain all information required by the relevant Federal, State or Local law, the following information:

<del>a,</del>

The name and address of the person cited;

#### b.

The driver's license number or other identification sufficient to satisfactorily identify the person cited;

#### <del>G.</del>

The offense for which the person cited is charged;

#### d.

The date when the offense occurred;

19-11032-021/1073954 - Ord. Amend City Code 2.44 - Municipal Court / KHK

#### Formatted: Font: Bold, Underline

e.

A written promise of the person cited to appear before the municipal courts on the assigned arraignment date set forth on the citation; and

#### f.

The location of the offense.

3.

Every person, other than a person under the age <u>of seventeenestablished by state law</u> <u>as a juvenile,</u> issued a citation may, in lieu of appearing at a hearing on the arraignment date set forth on the citation, make payment to the <u>Municipal Court</u> <u>Traffic Violations</u> <u>Bureau within ten days of the date the citation was issued</u>. Payment must be made in accordance with the procedures set forth in Section 2.44.060 of this Code.

4.

Failure of any person cited in accordance with the provisions of this section to make arrangements for payment or to appear at the assigned arraignment date or a court hearing before the municipal courts of the city as herein required shall result in the immediate issuance of a capias as provided in Article 23.04, Texas Code of Criminal Procedure or summons directed to the individual cited.

<u>Section 7</u>. That the El Paso City Code Subsection 2.44.060 is hereby amended to read as follows:

2.44.060 - Summons and citations—Fee schedule—Payments.

#### A.

The judges of the municipal courts may from time to time establish a schedule of amounts of money which may be paid at the traffic violations bureau by persons who have been given issued traffic tickets or class "C" citations or notice of violation for violations of any offense, within the jurisdiction of the municipal court. The schedule shall be uniform for all the municipal courts. If the judges do not all agree on the schedule, the agreement of a majority will be sufficient; and if no majority agreement is reached the matter may be determined by the presiding judge. The amount fixed in the schedule for each class of offense, or subdivision under a class, shall not be more than the largest fine which could be imposed therefor.

Β.

Payment at the traffic violations bureau according to such schedule may be made (either in person, <u>on-line</u>, <u>or by-mail</u>, <u>phone</u>, <u>or electronically</u>) by the person charged, or by an attorney at law authorized to represent him, or by any other person if such other person files with the traffic violations bureau written authority therefore from the person charged.

Formatted: Strikethrough

**Commented [HK1]:** Do the Prosecutors request the issuance of the capias for failure to appear? It seems it is a "capias" for failure to appear... Let's discuss. This is the statute cited: Art. 23.04. IN MISDEMEANOR CASE. In misdemeanor cases, the capias or summons shall issue from a court having jurisdiction of the case on the filing of an information or complaint. The summons shall be issued only upon request of the attorney representing the State and on the determination of probable cause by the judge, and shall follow the same form and procedure as in a felony case.

#### C.

Within ten days after such payment is made the person charged may request the clerk or his deputy for a hearing on the case, and the clerk shall then put the case <u>on\_in</u> the trial <u>docket gueue to await the setting of a trial date\_of the appropriate court</u>.

#### D.

If the person charged does not request a hearing within ten days the clerk shall report the case to the presiding judge, who may (either by separate written instrument or by endorsement of a list of cases in which trial has not been requested within ten days) accept the amount paid; and such acceptance shall constitute a finding of guilty in open court as though a plea of nolo contendere had been entered by the defendant; provided, the judge may on his own motion refuse to accept the amount paid, and he shall then order the case set down for trial; and the judge shall refuse to accept the amount and shall order the case set down for trial if the prosecuting attorney so requests.

#### Ε.

If the judge accepts the amount paid as herein set forth, such payment shall not thereafter be refunded, and the person charged shall be relieved of any duty thereafter to appear for trial on such violation.

#### F.

The <u>municipal court may accept traffic violations bureau shall not receive any payment</u> made set forth in this section in an amount less than the amount fixed by the schedule, except payment agreements for amounts owed under this section upon written direction of both a majority of the judges and a prosecuting attorney.

#### G.

The person charged shall not have the privilege of making the payment as set forth herein, and the <u>municipal court traffic violations bureau</u> shall not receive the payment, if in the particular case a judge or a prosecuting attorney has instructed the court the <u>bureau</u> that he desires such case will be tried and that the person charged is not to be released without making bail in one of the ways provided by law.

#### H.

In lieu of making a payment fixed by the schedule herein set forth, the person charged shall have the right, if <u>he-sethe person</u> requests to ask for a court setting or giving bail as in other cases.

#### ١.

No judge of the municipal court shall dismiss any case (whether a traffic violation or other charge) except at a trial in open court or upon motion of a prosecuting attorney.

4 19-11032-021/1073954 – Ord. Amend City Code 2.44 - Municipal Court / KHK

#### Formatted: Strikethrough

Formatted: Highlight

Commented [WLA2]: The Court accepts less than the amount listed on the schedule. For example: mail payments

Formatted: Strikethrough
Formatted: Strikethrough

<u>Section 8</u>. That the El Paso City Code Subsection 2.44.080 is hereby amended to read as follows:

#### 2.44.080 - Special expense fee.

In accordance with Article 45.203, Texas Code of Criminal Procedure, each municipal court judge may, as a result of the issuance and service of a warrant of arrest for an offense under Section 38.10, Texas Penal Code, or Section 543.009, Texas Transportation Code, impose a special expense fee upon the subject of said warrant-in the amount of twenty-five dollars in the amount allowed by law, provided that a written notice of the warrant was sent to the subject of said warrant at the address provided by the subject at the time of the issuance of the citation or other address provided by the subject to the court, whichever was provided later, and he or she the subject failed to respond to the notice and or contact the court, within ten days of the date the notice was sent.

Formatted: Not Highlight

Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Strikethrough

5 19-11032-021/1073954 – Ord. Amend City Code 2.44 - Municipal Court / KHK



#### Strategic Goal 2



3

Set the Standard for a Safe and Secure City

2.6 Enforce Court orders

2.7 Maximize Municipal Court efficiency and enhance customer experience

#### Overview of revisions for Municipal Code Chapter 2.44 - Courts

- The last update was approved in 2017 regarding Associate Judges terms of office. Other sections have not been updated since 2001-2002
- Creation of a Temporary Court for a 12 month period
   Presiding Judge to assign an Associate Judge for the day and night magistrate
   positions, Northeast arraignment court and Temporary Court as needed
- Language clean up

TX

# 

#### Chapter 2.44.010 - Created

Sub court creation - change the reporting from "court 5" to "Presiding Judge's Court"

#### Chapter 2.44030 – Judges

Presiding Judge to assign an Associate Judge to serve as day & night magistrate, Northeast arraignment court and at a Temporary Court

#### Chapter 2.44.040 - Practice and procedure

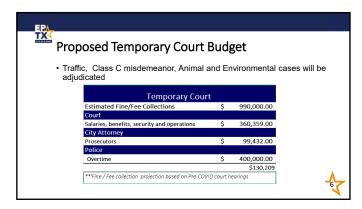
• In addition to issuing a citation, a notice of violation can be issued

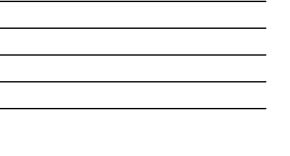
# Chapter 2.44.060 – Summons and citations – Fee Schedule-Payments

Update acceptance of payments by adding on-line, phone or electronic payments

# Proposed Creation of a Temporary Court

- 131,000 + cases are awaiting a trial or hearing Pre-Covid the average number of cases awaiting a hearing was 36,200
- Justice delayed is justice denied. The Goal is to resolve cases expeditiously
- The Temporary Court will be scheduled 4 sessions daily which is equivalent to 2 Regular Courts. \*\*\* The Temp Court is an addition to the current 5 Courts and Day Judge's Court.
- Presiding Judge will assign Associate Judges for a 12 month period to the Temporary Court Estimated start date = August 1, 2021









Legislation Text

#### File #: 21-628, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

#### AGENDA LANGUAGE:

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

Discussion and action on a Resolution to approve creation of one division within the Presiding Judge's Court. This division is a separate temporary court that will be presided over by Associate Judges, as assigned by the Presiding Judge. The time period will be from August 1, 2021 to July 31, 2022. As of April 30, 2021, there are approximately 131,516 cases awaiting trials or hearings in Municipal Court. The temporary court will focus on traffic, animal, accident, pre-capias/warrant and environmental cases.

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

AGENDA DATE: June 8, 2021 PUBLIC HEARING DATE:

#### CONTACT PERSON(S) NAME AND PHONE NUMBER: Lilia Worrell, Municipal Court Clerk

915-212-5822

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2: Set the Standard for Safe and Secure City SUBGOAL: 2.7 Maximize Municipal Court efficiency and enhance customer experience

#### 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 relating to the creation of one division of Municipal Court Number Five to create a temporary court for a period of 12 months,

#### **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 Ordinance will constitute the City's approval and action to create one division within the Presiding Judge's Court. This division is a separate temporary court that will be presided over by Associate Judges, as assigned by the Presiding Judge.

The time period will be from August 1, 2021 to July 31, 2022. As of April 30, 2021, there are approximately 131,516 cases awaiting trials or hearings in Municipal Court. The temporary court will focus on traffic, animal, accident, pre-capias/warrant and environmental cases.

#### PRIOR COUNCIL ACTION:

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

Yes, periodically City Council has created temporary courts to allow for swifter case processing. A temporary court was established August 22, 2006 and on January 1, 2012.

#### 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?

Court Salaries, Benefits and Operations	\$ 360,359
Prosecutor	99,432
EPPD	400,000

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_X \_ YES \_\_\_NO

PRIMARY DEPARTMENT: Municipal Court SECONDARY DEPARTMENT: City Attorney's Office

**DEPARTMENT HEAD:** 

Lilia Worcel

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

#### RESOLUTION

WHEREAS, Texas Government Code section 29.007 authorizes a home-rule municipality, by charter or ordinance, to divide its Municipal Court into divisions, one of which is presided over by the presiding judge, and the divisions by associate judges with the same powers of the presiding judge; and

WHEREAS, City Code Section 2.44.010(B) authorizes the City Council to establish, by resolution, a temporary division of the presiding judges to provide efficient adjudication of a large number of pending cases caused by unforeseen circumstances; and

WHEREAS, there is a significantly large number of pending cases caused by closures, and safe distancing requirements at the Municipal Courts due to the COVID-19 pandemic; and

WHEREAS, the creation of a temporary division of the current presiding Judge's designated court, Municipal Court Number Five for one year, will allow for a more expeditious adjudication of these pending cases and disposition of the business of the Courts.

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

That the City Council hereby authorizes a temporary municipal court, to be known as Court 5T, in accordance with City Code 2.44.010(B) for one year, beginning on August 1, 2021 and ending on July 31, 2022 in order to assist with a large number of pending cases caused by the closures, and safe distancing requirements in response to the COVID-19 Pandemic.

Court 5 T shall operate as directed by the Presiding Municipal Judge, pursuant to Texas Government Code Section 30.00128(f). This division of the Court may be in concurrent and continuous session, either day or night or full time or part time, at the discretion of the Presiding Judge.

The Presiding Judge shall assign the various Substitute Associate Municipal Court Judges to Court 5 T in accordance with applicable law.

PASSED AND APPROVED this 8<sup>th</sup> day of June 2021

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO CONTENT:

tha Worrell

Lilia Worrell, Director El Paso Municipal Court

APPROVED AS TO FORM:

Fritty Habitas

Kristen Hamilton-Karam Senior Assistant City Attorney



Legislation Text

#### File #: 21-607, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6

Economic and International Development, Jessica Herrera, (915) 212-1620

#### AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign a First Amendment to a Chapter 380 Economic Development Program Agreement between the City of El Paso, Texas, a Texas home rule municipal corporation, and SDI Technologies, Inc., a Delaware Corporation, KIDdesigns, Inc., a New Jersey corporation; and EL PASO GATEWAY, LLC, a Texas Limited Liability Company [formerly: SDI ABP LLC], to extend the deadlines by which Applicant must meet its Full-Time Employment requirements, in the City of El Paso, Texas.

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

#### AGENDA DATE: PUBLIC HEARING DATE:

June 08, 2021

CONTACT	PERSON(S)	NAME AND	PH.	NUMBER:

Jessica Herrera, Director 915-212-1614 Denisse Carter, Ed Contract Comp. Coord. 915-212-1620

DISTRICT(S) AFFECTED:

Goal 1

6

STRATEGIC GOAL:

#### SUBGOAL:

#### 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 First Amendment to a Chapter 380 Economic Development Program Agreement between the City of El Paso, Texas, a Texas home rule municipal corporation, and SDI Technologies, Inc., a Delaware Corporation, KIDdesigns, Inc., a New Jersey corporation; and EL PASO GATEWAY, LLC, a Texas Limited Liability Company [formerly: SDI ABP LLC], to extend the deadlines by which Applicant must meet its Full-Time Employment requirements, in the City of El Paso, 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?

On October 31, 2017, the City of El Paso entered into a 380 Economic Development program agreement with SDI Technologies, Incorporated, a Delaware Corporation, KIDdesigns, Inc, a New Jersey corporation; and EL PASO GATEWAY, LLC, a Texas Limited Liability Company [formerly: SDI ABP LLC] to build a new 276,000 SQ FT distribution facility, to employ and retain 88 full-time employees, and to invest \$15,000,000. In consideration, the City offered an incentive package totaling \$723,943 over the life of the agreement.

Due to the current pandemic, the company was affected, and staff in Economic Development understands the importance and benefits that full-time positions provide. Therefore, we are recommending an amendment to the original agreement. The Applicant will employ and retain 57 Full-time employment positions. In consideration, the property tax rebate incentive category is being reduced from \$547,443.92 to \$350,364.11.

Economic Development Staff is recommending approval as this will encourage increased economic development in the City of El Paso.

#### PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Executive Session April 12, 2021

#### AMOUNT AND SOURCE OF FUNDING:

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

#### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

Revised 04/09/2021

#### PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

#### 

Eduardo Garcia Digitally signed by Eduardo Garcia Date: 2021.05.26 15:41:39 -06'00'

#### DEPARTMENT HEAD:

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

Revised 04/09/2021

#### RESOLUTION

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

That the City Manager be authorized to sign a First Amendment to a Chapter 380 Economic Development Program Agreement between the City of El Paso, Texas, a Texas home rule municipal corporation, and SDI Technologies, Inc., a Delaware Corporation, KIDdesigns, Inc., a New Jersey corporation; and EL PASO GATEWAY, LLC, a Texas Limited Liability Company [formerly: SDI ABP LLC], to extend the deadlines by which Applicant must meet its Full-Time Employment requirements, in the City of El Paso, Texas.

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

#### **CITY OF EL PASO:**

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Juan S. Gonzalez

Senior Assistant City Attorney

#### **APPROVED AS TO CONTENT:**

Eduardo Garcia

a Digitally signed by Eduardo Garcia Date: 2021.05.26 15:40:02 -06'00'

Jessica Herrera, Director Economic & International Development

#### STATE OF TEXAS ) ) COUNTY OF EL PASO )

Ł

#### FIRST AMENDMENT TO ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This First Amendment to the Economic Development Program Grant Agreement ("First Amendment") is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021, by the CITY OF EL PASO ("CITY"), a Texas home rule municipal corporation, and SDI Technologies, Incorporated, a Delaware Corporation; KIDdesigns, Inc, a New Jersey corporation; and EL PASO GATEWAY, LLC, a Texas Limited Liability Company, [formerly: SDI ABP LLC] ("APPLICANTS"). The parties mutually agree to an amendment as follows:

WHEREAS, on October 31, 2017, CITY and APPLICANT entered into an Economic Development Program Agreement (the "Agreement") a copy of which is attached and labeled as **Exhibit** "A-1" for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

WHEREAS, APPLICANT requested the economic development grant for the purpose of a consumer electronics distribution center be located in the City of El Paso, if so located, would stimulate increased economic development in the CITY; and

WHEREAS, CITY and APPLICANT now desire to amend the Agreement to extend the deadlines by which Applicant must meet its Full-Time Employment requirements.

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:

1. SECTION 1 (L) is revised to read as follows:

Full-Time Employment. The words "Full-Time Employment" mean a job requiring a minimum of one thousand eight hundred twenty (1,820) hours of work averaged over a twelve (12) month period, including allowance for vacation and sick leave, with full company benefits, including company paid contributions to health insurance, for those employees that participate in the health insurance program, (Employee must not be required to pay more than fifty percent (50%) of the premium) with such jobs being located at the Development, within the City of El Paso, Texas. These requirements are more completely described in EXHIBIT B-1, which is attached hereto and incorporated herein for all purposes.

2. SECTION 1 (M) is revised to read as follows:

**Grant.** The word "Grant" means each annual payment to APPLICANT under the terms of this Agreement computed as (i) Property Tax Rebate, (ii) Construction Materials Sales Tax Rebate, and (iii) Building Construction Fee Rebate. The maximum, aggregated amount of Grant payments under the terms of this Agreement shall not exceed \$526,864.11.

#### 3. SECTION 1 (N) is revised to read as follows:

Grant Submittal Package. The words "Grant Submittal Package" mean the documentation required to be supplied to City on a yearly basis as a condition of receipt of any Grant, with such documentation more fully described in EXHIBIT B-1 and C-1, which are attached hereto and incorporated herein for all purposes.

4. **SECTION 1 (S)** is revised to read as follows:

The words "**Property Tax Rebate**" means 40% rebate of the CITY's portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Development and payable from the CITY's general revenue fund. For the purposes of this agreement, the maximum, aggregated amount of property tax to be rebated is \$350,364.11.

#### 5. SECTION 3 (B) is revised to read as follows:

Applicant agrees that it, and its Affiliate companies, shall create, staff; and maintain the Full-Time Employment positions described in **EXHIBIT B-1** for the Development as of December 31 of the applicable year and shall maintain the Full-Time Employment positions for the Development through the entire Grant Period of this Agreement. Applicant will, when possible, work with Workforce Solutions Borderplex to source their employment positions. Applicant and its Affiliate shall maintain the Full-Time Employment positions for each quarter of each fiscal year with the total per day hours worked averaged over each fiscal quarter.

Applicant agrees to register and list all posting on the WorkInTexas.com website and the ability to utilize any of the services programs provided at no charge by Workforce Solutions Borderplex. Which include applicant screening. subsidized on the Job training, marketing, assessments/testing, and the use of conference rooms and interview rooms. Applicant will utilize if needed, participate in job/hiring fairs, State and Federal training funding, and work opportunity tax credits.

Applicant shall provide the City with an annual report by April 30th of each year during the term of this Agreement, certifying the status of compliance through the preceding year. Such annual report shall include the number of new jobs created and retained for the Development, information on any new investments in the Development, and any other information relevant to the Development and the City's economic development goals. Documentation for jobs may be in the form of quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports, or employee rosters that show the hours worked and the positions filled. Applicant shall also provide the City with such other reports as may reasonably be required.

Applicant, during normal business hours, at its principal place of business in El Paso, and with two weeks written notice, shall allow the City or its agents reasonable access to Applicant's employment records and books, and other records that are related to the economic development considerations and incentives described herein, to verify employment records and any other records related to the City's economic development considerations and incentives provided herein. In order to protect these records, the City shall maintain the confidentiality of such records in accordance with and subject to commercially reasonable practices and all applicable laws to the extent allowed by the Texas Open Records Act.

6. SECTION 3 (C) is revised to read as follows:

Unless otherwise agreed by the City and Applicant, each Grant Submittal Package shall be in the form provided in **EXHIBIT C-1**. A failure by Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant Year.

7. SECTION 4 (D) is revised to read as follows:

Under no circumstances shall the total aggregate of Grant payments exceed the lesser of: (I) **\$526,864.11** or (2) the total value of the City's portion of the incremental ad valorem property tax revenue generated by the subject property in the Development above the Base Year Value for the Grant Period and payable from the City's general revenue fund.

8. The first paragraph of SECTION 7 (M) is revised to read as follows:

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

- 9. **EXHIBIT B** is deleted in its entirety and replace by **Exhibit B-1**, attached hereto.
- 10. **EXHIBIT C** is deleted in its entirety and replace by **Exhibit C-1**, attached hereto.

#### **TERMS AND CONDITIONS**

11. All terms and conditions of the agreement except as herein revised, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the City and Applicant have executed this Amendment to the Agreement as of the date first written above.

<u>CITY</u> CITY OF EL PASO, TEXAS:

Tomás González City Manager

#### **APPROVED AS TO FORM:**

# APPROVED AS TO CONTENT:

Juan S. Gonzalez

Senior Assistant City Attorney

Eduardo Garcia Digitally signed by Eduardo Garcia Date: 2021.05.26 15.39:20 -06'00'

Jessica Herrera, Director Economic and International Development

#### ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF EL PASO §

ş ş

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:

#### **APPLICANT:**

**SDI Technologies Inc.** A Delaware Corporation

By: -saac As Kenazi Name:

Title: CFO

#### ACKNOWLEDGMENT

STATE OF NY § COUNTY OF NY §

This instrument was acknowledged before me on the 26 day of May , 2021, by <u>Isaac Ashkinan</u> as <u>CPO</u> of SDI Technologies Incorporated (APPLICANT).

Notary Public, State of

My Commission Expires:

412022 2

MARCOS ZALTA Notary Public - State of New York No.82ZA6051698 Qualified in New York County My Commission Expires 12/4/2022

#### **APPLICANT:**

EL PASO GATEWAY, LLC. A Texas Limited Liability Company By: Name: Title: Mana

925

#### ACKNOWLEDGMENT

STATE OF NY § COUNTY OF NY §

This instrument was acknowledged before me on the 26 day of <u>May</u>, 2021, by <u>Leans</u> as <u>Manager</u> of EL PASO GATEWAY, LLC. (APPLICANT).

otary Public, State of

My Commission Expires:

412022

MARCOS ZALTA Notary Public – State of New York No.022A6051698 Qualified in New York County My Commission Expires 12/4/2022

#### **APPLICANT:**

**KIDdesigns**, Inc. A New Jersey Corporation By: Name: Saac Title: CFC

#### ACKNOWLEDGMENT

STATE OF § § ş COUNTY OF

This instrument was acknowledged before me on the 20 day of <u>May</u>, 2021, by <u>Isaac AshKenga</u>, as <u>CFO</u> of **KIDdesigns**, Inc. (APPLICANT).

State of F

My Commission Expires:

2022

MARCOS ZALTA Notary Public – State of New York No.02ZA6031698 Qualified in New York County My Commission Expires 12/4/2022

#### EXHIBIT A-1

Executed Chapter 380 Economic Development Program Agreement

2

927

#### RESOLUTION

### 2017 OCT 24 AM 10:26

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement between the City of El Paso, Texas, a Texas home rule municipal corporation, and SDI Technologies, Incorporated, a Delaware Corporation, KIDdesigns, Inc, a New Jersey corporation; and SDI ABP, LLC, a Texas Limited Liability Company, to locate and construct a consumer electronics distribution center in the City of El Paso, Texas.

APPROVED this <u>31</u> day of <u>DC: TDber</u> 20\_.

CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

a D. Prine

Laura D. Prine Interim City Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez Assistant City Attorney

APPROVED AS TO CONTENT:

A Herrera, Director Economic & International Development

CITY CLERK DEPT.

# 2017 OCT 24 AM 10: 26

# STATE OF TEXAS ) ) COUNTY OF EL PASO )

#### CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement ("Agreement") is made and entered into by and between the CITY OF EL PASO, TEXAS ("City"), a Texas home rule municipal corporation, and SDI Technologies, Incorporated, a Delaware Corporation, KIDdesigns, Inc, a New Jersey corporation; and SDI ABP, LLC, a Texas Limited Liability Company, ("Applicants") for the purposes and considerations stated below:

WHEREAS, the Applicant desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380") and the Texas Constitution Article VIII, Section 52-a; and

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to Applicant to locate and construct Applicant's consumer electronics distribution center as more fully described below; and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; 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 and Applicant desire that Applicant's consumer electronics distribution center be located in the City of El Paso; and

WHEREAS, the Applicant's consumer electronics distribution center being located in El Paso, Texas will likely encourage increased economic development in the City, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the citizens of El Paso; 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 and Applicant.

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.

724240\_6 | 17-1007-2045 | SDI Technologies | Chapter 380 Agreement | jsg

Page 1 of 22

- A. Affiliate. The word "Affiliate" means with respect to any specified person or entity, any other person or entity that, directly or indirectly, controls, is under common control with, or is controlled by such specified person or entity. For purposes of this definition, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, through ownership of voting securities or through partnership interest.
- B. Agreement. The word "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement.
- C. Applicant. The words "Applicant or Applicants" means SDI Technologies, Incorporated, a Delaware Corporation; KIDdesigns, Inc, a New Jersey corporation; and SDI ABP, LLC, a Texas Limited Liability Company.
- D. Base Year Value. The words "Base Year Value" mean the value of the real and personal property on the rolls as of January 1<sup>st</sup> of the year in which this Agreement is executed with respect to the Development. However, under no circumstances shall the Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value. For the purposes of this Agreement, this amount is \$2,604,164.00.
- E. **Building Construction Fee Rebate.** The words "Building Construction Fee Rebate" means 100% of the certain building construction and planning fees will be rebated based on the fee schedule established in Ordinance 018581, but in no event will the total fee rebate amount exceed \$60,000.00.
- F. City. The word "City" means the City of El Paso, Texas.
- G. **Construction Materials Sales Tax Rebate.** The words "Construction Materials Sales Tax Rebate" means a 100% rebate of the CITY's one percent (1%) Sales and Use Tax Receipts for materials and labor of Taxable Items used in the construction of the Development. For the Purposes of this Agreement, the maximum value of this rebate is \$116,500.00.
- H. **Development.** The word "Development" means Applicant's warehouse and distribution center being located in El Paso, Texas as more fully described on **EXHIBIT A**, which is attached hereto and incorporated herein for all purposes.
- I. **Effective Date.** The date upon which both parties have fully executed this Agreement as set forth on the signature page hereof.
- J. Event of Default. This phrase shall have the meaning set forth in Section 5 hereof.
- K. **Event of Nonappropriation.** The phrase means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.

- L. **Full-Time Employment.** The words "Full-Time Employment" mean a job requiring a minimum of one thousand eight hundred twenty (1,820) hours of work averaged over a twelve (12) month period, including allowance for vacation and sick leave, with full company benefits, including company paid contributions to health insurance (Employee must not be required to pay more than fifty percent (50%) of the premium) with such jobs being located at the Development, within the City of El Paso, Texas. These requirements are more completely described in **EXHIBIT B**, which is attached hereto and incorporated herein for all purposes.
- M. **Grant.** The word "Grant" means each annual payment to APPLICANT under the terms of this Agreement computed as (i) Property Tax Rebate, (ii) Construction Materials Sales Tax Rebate, and (iii) Building Construction Fee Rebate. The maximum, aggregated amount of Grant payments under the terms of this Agreement shall not exceed \$723,943.00.
- N. Grant Submittal Package. The words "Grant Submittal Package" mean the documentation required to be supplied to City on a yearly basis as a condition of receipt of any Grant, with such documentation more fully described in EXHIBIT B and C, which are attached hereto and incorporated herein for all purposes.
- O. **Minimum Appraisal Value.** The words "Minimum Appraisal Value" mean the value of the real and personal property and improvements of the Development after the construction of the Development below which Applicant and its Affiliate(s) cannot protest nor contest the appraised value of the Development with the El Paso Central Appraisal District during the term of this Agreement. The Minimum Appraisal Value may be adjusted annually for normal depreciation during the term of this Agreement. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent or determinative for appraisal purposes or be utilized in any way to determine market value. For the purposes of this Agreement, the Minimum Appraisal Value shall be \$14,482,000.00.
- P. **Minimum Investment:** The words "Minimum Investment" mean those costs incurred by APPLICANT or third parties in the acquisition, construction, or furnishing of the improvements for the Project, to include cash and in-kind contributions. For the purposes of this Agreement, the Minimum Investment amount shall be \$15,000,000.00.
- Q. **Project.** The word "Project" means the project more particularly described in **EXHIBIT** A attached hereto and incorporated herein by reference.
- R. Property. The word "Property" means approximately 276,000 square feet of building and 603,719 square feet of real property located at the Americas Business Park located in El Paso, Texas, more specifically described on EXHIBIT A.
- S. **Property Tax Rebate**. The words "Property Tax Rebate" means 40% rebate of the CITY's portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Development and payable from the CITY's general (

724240\_6 | 17-1007-2045 | SD1 Technologies | Chapter 380 Agreement | jsg

revenue fund. For the purposes of this agreement, the maximum, aggregated amount of property tax to be rebated is \$547,443.00.

T. Qualified Expenditures. The words "Qualified Expenditures" means those costs incurred by Applicant in the acquisition, construction or furnishing of the Development. For the purposes of this Agreement, the Qualified Expenditures amount shall be \$15,000,000.00.

#### SECTION 2. TERM AND GRANT PERIOD.

The term of this Agreement shall be 12 years from the Effective Date of this Agreement, including any renewal agreed upon by the parties. The Effective Date of this Agreement shall be the date upon which both parties have fully executed this Agreement, as noted below.

The Grant Period shall begin with the first tax year that begins after: (i) the issuance of the Certificate of Occupancy for the Development and, (ii) the Applicant having met all Full Time Employment job requirements noted in Exhibit B, which is attached hereto and incorporated herein for all purposes. Failure of the Applicant or its Affiliate to receive its Certificate of Occupancy and meet its Full Time Employment job requirements as noted in Exhibit B within two (2) years of the Effective Date of this Agreement, excluding the above-referenced tolling period, shall result in the immediate termination of this Agreement.

The Applicant's eligibility for Grant payments shall be limited to 10 consecutive years (the "Grant Period") within the term of this Agreement. The City shall review Applicant's eligibility for Grant Payments on an annual basis in accordance with Exhibits B and C, during the Grant Period.

#### SECTION 3. OBLIGATIONS OF APPLICANT.

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

- A. Applicant agrees that it and its Affiliate will develop, construct, and operate the Development at its sole cost. Applicant and its Affiliate shall commence construction and or improvements of the Development within 6 months of the Effective Date of this Agreement. Moreover, during construction of the Development the Applicant and its Affiliate agree to hire and purchase goods and services from local manufacturers, suppliers, contractors and labor. Applicant and its Affiliate agree that it shall make, Qualified Expenditures of not less than \$15,000,000.00 in the Development. The City shall be permitted to review Applicant's and it's Affiliate's receipts of Qualified Expenditures to evidence the minimum investment of \$15,000,000.00.
- B. Applicant agrees that it, and its Affiliate companies, shall create, staff, and maintain the Full-Time Employment positions described in EXHIBIT B for the Development as of December 31 of the applicable year, and shall maintain the Full-Time Employment positions for the Development through the entire Grant Period of this Agreement. Applicant will, when possible, work with Workforce Solutions Borderplex to source their employment positions. Applicant and its Affiliate shall maintain the Full-Time Employment positions

for each quarter of each fiscal year with the total per day hours worked averaged over each fiscal quarter.

Applicant agrees to register and list all posting on the WorkInTexas.com website and the ability to utilize any of the services programs provided at no charge by Workforce Solutions Borderplex. Which include applicant screening, subsidized on the Job training, marketing, assessments/testing, and the use of conference rooms and interview rooms. Applicant will utilize if needed, participate in job/hiring fairs, State and Federal training funding, and work opportunity tax credits.

Applicant shall provide the City with an annual report by April 30<sup>th</sup> of each year during the term of this Agreement, certifying the status of compliance through the preceding year. Such annual report shall include the number of new jobs created and retained for the Development, information on any new investments in the Development, and any other information relevant to the Development and the City's economic development goals. Documentation for jobs may be in the form of quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports, or employee rosters that show the hours worked and the positions filled. Applicant shall also provide the City with such other reports as may reasonably be required.

Applicant, during normal business hours, at its principal place of business in El Paso, and with two weeks written notice, shall allow the City or its agents reasonable access to Applicant's employment records and books, and other records that are related to the economic development considerations and incentives described herein, to verify employment records and any other records related to the City's economic development considerations and incentives provided herein. In order to protect these records, the City shall maintain the confidentiality of such records in accordance with and subject to commercially reasonable practices and all applicable laws to the extent allowed by the Texas Open Records Act.

- C. Unless otherwise agreed by the City and Applicant, each Grant Submittal Package shall be in the form provided in **EXHIBIT C**. A failure by Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant Year. The City's determination of the amount of the Grant payment due to Applicant is final; provided, however, that the Applicant may appeal to the City Council within thirty (30) days of payment. The City Council shall hear the appeal within thirty (30) days of request for appeal and the City Council's determination of the amount of the Grant payment shall be final. Nothing herein shall limit (or be construed to limit) Applicant's rights and remedies as described in Section 5 of this Agreement.
- D. Applicant shall pay by January 31 of each year all of the real and business personal ad valorem taxes due for the previous tax year on the Development. The Applicant shall pay by January 31 of each year all of the real and business personal ad valorem taxes due for the previous tax year on any other property owned by the Applicant with the City of El Paso. The parties to this Agreement agree that the taxable value of the Development, after completion of all construction and improvements, will have a Minimum Appraisal Value as

defined in Section 1 (O) above and thereafter as adjusted annually for normal depreciation during the term of this Agreement. Applicants shall have the right to contest the appraised value of the Development as provided by law. However, Applicant covenants and agrees that during the term of this Agreement it shall not challenge or permit anyone else to take action on its behalf to challenge any assessments by the Central Appraisal District equal to the Minimum Appraisal Value or lower. Any such action will be deemed an event of default that will result in the termination of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.

#### 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 (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), City shall comply with the following terms and conditions:

- A. The City agrees to approve or reject any Grant Submittal Package within ninety (90) days after its receipt. The City agrees to process any Grant Payments to Applicant within ninety (90) days after its approval of the Applicant's Grant Submittal Package.
- B. Pursuant to the City's "Incentives Policy Guidelines and Criteria" and a cost/benefit calculation completed solely by and at the City's discretion, the City shall determine the total amount of Grant Payments due to the Applicant, if any, on an annual basis.
- C. The City shall determine the total amount of Grant payments due to the Applicant, if any, on an annual basis as provided in **EXHIBITS B** and **C**.
- D. Under no circumstances shall the total aggregate of Grant payments exceed the lesser of: (1) \$723,943.00, or (2) the total value of the City's portion of the incremental ad valorem property tax revenue generated by the subject property in the Development above the Base Year Value for the Grant Period and payable from the City's general revenue fund.

#### SECTION 5. EVENTS OF DEFAULT.

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

A. Failure to Maintain Development and Job Requirements. Applicant's or its Affiliate's failure or refusal to operate the Development and maintain required Full Time Employment pursuant to this Agreement through the Grant Period, and Applicant's or its Affiliate's failure or refusal to cure within sixty (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 sixty (60) day period in the exercise of all due diligence, but the Applicant and its Affiliate have commenced such cure within such sixty (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.

- Β. False Statements. In the event the Applicant or its Affiliate 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 or its Affiliate fails to cure same within thirty (30) days after written notice from the City shall be deemed an event of default. If such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, but the Applicant and its Affiliate commence such cure within such thirty (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 or its Affiliate 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 or its Affiliate fails to provide written notice to the City of the false or misleading nature of such warranty, representation or statement within thirty (30) days after Applicant or its Affiliate learns of its false or misleading nature, such action or omission shall be deemed an event of default. In the event this Agreement is terminated pursuant to this Section 5B, all Grant Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant or its Affiliate within sixty (60) days from the date of such termination.
- C. Insolvency. The dissolution or termination of Applicant's or its Affiliate's existence as a going business or concern, Applicant's or its Affiliate's insolvency, appointment of receiver for any part of Applicant's or its Affiliate's portion of the Property, any assignment of all or substantially all of the assets of Applicant or its Affiliate for the benefit of creditors of Applicant or its Affiliate, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant or its Affiliate, shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.
- D. Construction of Development. Applicant's or its Affiliate's failure to comply with its construction obligations set forth in this Agreement and Applicant's or its Affiliate's failure to cure same within ninety (90) days after written notice from the City shall be deemed an event of default. If such failure cannot be cured within such ninety (90) day period and Applicant and its Affiliate fails or refuses to commence such cure within such ninety (90) day period, except to the extent such failure is caused by any act or failure to act on the part of the City, such actions or omissions shall be deemed events of default.
- E. Property Taxes. In the event Applicant or its Affiliate allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant and its Affiliate shall have the right to contest the appraised value of the Development.

- F. Other Defaults. Failure of Applicant, its Affiliate, 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, its Affiliate or City fails to cure such failure within sixty (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 sixty (60) day period in the exercise of all due diligence, and Applicant, its Affiliate, 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.
- G. Failure to Cure. If any event of default by Applicant, its Affiliate, or City shall occur, and after Applicant, its Affiliate, or City fails to cure same in accordance herewith, then this Agreement may be terminated without any further action required of the Applicant, its Affiliate, or City and the Applicant's, its Affiliate's, or City's obligations end at that time. 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.
- H. Liability. In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

# 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 or its Affiliate, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

#### SECTION 7. 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 or its Affiliate from selling, transferring, assigning or

fml.

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. Applicant's or Affiliate's Sale or Transfer of the Development. Prior to any sale or other transfer of ownership rights in the Development, Applicant and its Affiliate shall notify the City in writing of such sale or transfer within thirty (30) business days of the Applicant's or its Affiliate's knowledge of effectiveness of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an event of default.
- E. 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 and its Affiliate's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant and Affiliate to the same.
- F. Completion of Development. As consideration for the agreements of the City as contained herein, Applicant and its Affiliate agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- G. **Confidentiality Obligations.** The confidentiality of such records 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.
- H. **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.
- Employment of Undocumented Workers. During the term of this Agreement, Applicant and its Affiliate agree 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 and its Affiliate shall repay the amount of the Grant payments received by Applicant or its Affiliate from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant or its Affiliate is notified by

hol

City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant or its Affiliate, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant or its Affiliate 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.

- J. **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.
- K. Filing. The City shall promptly file this Agreement in the deed records of El Paso County, Texas.
- L. 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.
- M. 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
Сору То:	City of El Paso Director Economic Development Department P.O. Box 1850 El Paso, Texas 79950-1850
APPLICANT:	SDI Technologies/ KIDdesigns Inc. / SDI ABP LLC Attn: Ed Nehmad 1299 Main Street Rahway, NJ 07065-5024
Сору То:	SDI Technologies/ KIDdesigns Inc. / SDI ABP LLC Attn: Steve Schleifer

Jel

724240\_6 | 17-1007-2045 | SDI Technologies | Chapter 380 Agreement | jsg

Page 10 of 22

### 1299 Main Street Rahway, NJ 07065-5024

- N. 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.
- O. 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.

Jul.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on this  $31^{5^*}$  day of 0 to be N, 201 7.

### CITY OF EL PASO, TEXAS

City Manage

**APPROVED AS TO CONTENT:** 

### **APPROVED AS TO FORM:**

Juan S. González Assistant City Attorney

Jessica Herrera, Director Economic and International Development

#### ACKNOWLEDGMENT

STATE OF TEXAS § SCOUNTY OF EL PASO §

Neshn

This instrument was acknowledged before me on the 1st day of Nember, 20117; by Tomás González, as City Manager of the City of El Paso, Texas (CITY).



Darley Share Winters Notary Public, State of Texas

My Commission Expires:

412.2021

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

724240\_6 | 17-1007-2045 | SDI Technologies | Chapter 380 Agreement | jsg

Page 12 of 22

### **APPLICANT:**

SDI Technologies, Inc. a Delaware Corporation

10 By:

Name: ED NEHM Title: V.P. OPERAMONS

### ACKNOWLEDGMENT

STATE OF 8 § COUNTY OF KING

,2017, This instrument was acknowledged before me on the 20 tober day of 🕻 by Ed Nehmad Peration as 1 of SDI Technologies, Incorporated. (APPLICANT).

MARCOS ZALTA Notary Public, State of New York No. 02ZA6051698 Qualified in New York County Commission Expires 12/04/20 2-1

Notary Public, State of

202

My Commission, Expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

724240\_6 | 17-1007-2045 | SDI Technologies | Chapter 380 Agreement | jsg

Page 13 of 22

### **APPLICANT:**

<u>SDI ABP, LLC</u>, a Texas Limited Liability Company

By:

ED NEHMA Name: V.P. OPERATIONS Title:

### ACKNOWLEDGMENT

STATE OF NY S COUNTY OF Rings \$

this instrument was acknowledged before me on the 20th day of October, 2017, by Ed Nehmad, as VP Operation of SDI ABP, LLC. (APPLICANT).

MARCOS ZALTA Notary Public, State of New York No. 02ZA6051698 Qualified in New York County Commission Expires 12/04/20

Notary Public, State of

My Commission Expires:

202

### [SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

724240\_6 | 17-1007-2045 | SDI Technologies | Chapter 380 Agreement | jsg

Page 14 of 22

### **APPLICANT:**

<u>KIDdesigns</u>, INC. a New Jersey corporation

lun By:

Name: FD OPENATIONS Title:

### ACKNOWLEDGMENT

STATE OF NY § COUNTY OF Kings §

This instrument was acknowledged before me on the  $\partial OT$  day of <u>October</u>, 2017, by <u>Ed Nehmad</u>, as <u>VP OPERADONS</u> of KIDdesigns, Inc. (APPLICANT).

Notary Public, State of

My Commission Expires:

MARCOS ZALTA Notary Public, State of New York No. 02ZA6051698 Qualified in New York County Commission Expires 12/04/20

724240\_6 | 17-1007-2045 | SD1 Technologies | Chapter 380 Agreement | jsg

Page 15 of 22

### EXHIBIT A

### [Development & Legal Description]

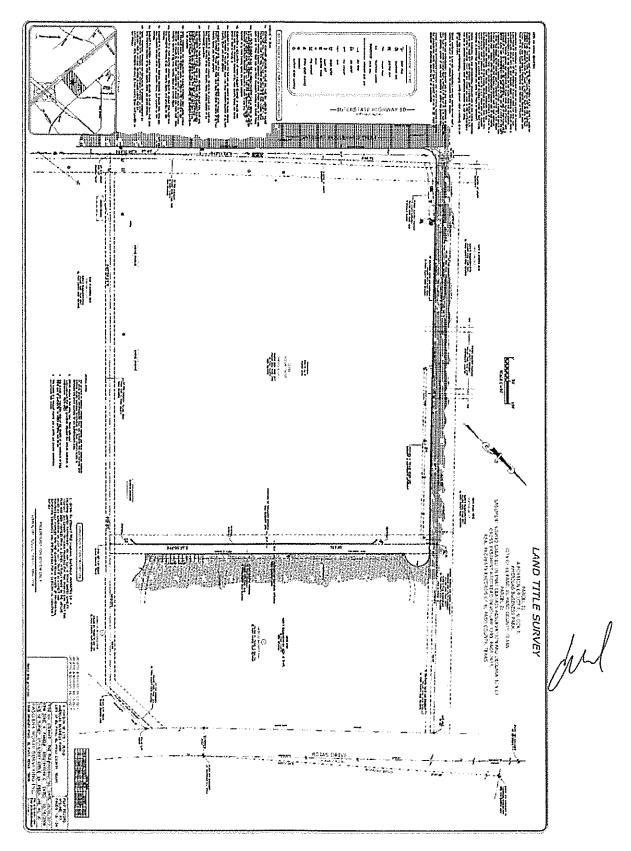
Applicant will undertake the construction of an approximately 276,000 square foot distribution to support its position as a leading global manufacturer in the consumer electronics sector.



October 16, 2017 drawGraphics\_poly User drawn polygons Parcels 0 0.035 0.07 0.14 m 0 0.0425 0.085 0.17 km Source Shi Ogadiote: Creby, Cathya Congrants, CAllishins, a U Latab. Loss and and the Call sim Containing

724240 | 17-1007-2045 | SD1 Technologies | Chapter 380 Agreement | jsg

Compare 2014 by M.



724240 | 17-1007-2045 | SDI Technologies | Chapter 380 Agreement | jsg

Page 17 of 22

### EXHIBIT B [Employment Requirements & Grant Payment Eligibility]

### SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order for Applicant or its Affiliate to be eligible for any Grant Payments, Applicant or its Affiliate is required to create and maintain the Full-Time Employment position by December 31 of each full tax year during the Grant Period as follows:

Sch	edule of	Full Time	e Employ	ment		
	Year 1	Year 2	Year 3	Year 4	Year 5	Years 6-10
Total Full Time Employees	45	55	66	77	88	88

### SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

Applicant or its Affiliate remains eligible for Grant Payments so long as Total Full Time Employees, as stated in this Exhibit B, are met on an annual basis.

Grant payments shall be contingent upon Applicant's certification that it has maintained at least ninety percent (90%) of the minimum jobs retention requirements during the full tax year, as required herein. Grant payments will be reduced by 10% for each percentage point under 100%. For illustrative purposes only:

During the first year Applicant maintains 95% (43 rounded up from 42.75) of the expected 45 FTE positions, Grant Payments would be reduced by 50% (10% per 1% of job retention percentage) for a maximum potential payment of \$24,231.54 (subject to the actual property tax paid by Applicant for the Grant Period in question).

Should Applicant fall below the 90% threshold, no Grant Payment will be owed to Applicant for that Grant Period.

JUL

### EXHIBIT C

### [Grant Submittal Package Form]

SDI Technologies/KIDdesigns/SDI ABP, believe that it has substantially met its obligations under the Chapter 380 Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ and signed by of SDI Technologies, KIDdesigns/SDI ABP. Pursuant to the Agreement, SDI Technologies/KIDdesigns/SDI ABP submit 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.

- 1. Job Certification Annual Report plus attachment(s) (eligible attachments as referenced within Section 3(B) of the Agreement);
- 2. Proof of Applicant's registration (initial year) and continuing registration (subsequent years) with Work In Texas;
- 3. Confirmation that new job postings were listed on the Work In Texas" website;
- 4. Documentation to evidence Minimum Investment; and
- 5. Property Tax Payment Receipt(s) showing proof of payment for tax year \_\_\_\_\_.

[Signature Pages to Follow]

724240\_6| 17-1007-2045 | SDI Technologies | Chapter 380 Agreement | jsg

It is understood by **SDI Technologies**, **Inc.** that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

SDI Technologies, Inc.

Name: ES NEHMAD

OPERATIONS Title:

#### ACKNOWLEDGMENT

STATE OF <u>NY</u> § COUNTY OF <u>Kingp</u>§

This instrument was acknowledged before me on the <u>a other</u> day of <u>October</u>, 20<u>17</u>, by <u>Ed Wehmad</u>, as <u>VP Operating</u> of **SDI Technologies Inc.**(APPLICANT).

MARCOS ZALTA Notary Public, State of New York No. 02ZA6051698 Qualified in New York County Commission Expires 12/04/20

Notary Public, State of

My Commission Expires: 12/4/2021

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

724240\_6| 17-1007-2045 | SDI Technologies | Chapter 380 Agreement | jsg

Page 20 of 22

It is understood by **SDI ABP**, **LLC** that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

SDI ABP, LLC

ED Name: NE

Title:

### ACKNOWLEDGMENT

STATE OF <u>NY</u> SCOUNTY OF <u>Kings</u>

This instrument was acknowledged before me on the <u>26</u> day of <u>Ochober</u>, 20<u>17</u>, by <u>Ed Nehmad</u>, as <u>NP operations</u> of **SDI ABP**, LLC (APPLICANT).

Notary Public, State of N

UZEAU051698 UZEAU051698 Contraction New York County Expires 12/04/20

My Commission Expires:

0

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

724240\_6| 17-1007-2045 | SDI Technologies | Chapter 380 Agreement | jsg

Page 21 of 22

It is understood by **KIDdesigns**, **Inc.** that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

KIDdesigns, Inc.

Ma

Name: E

OPERATIONS Title:

#### ACKNOWLEDGMENT

STATE OF <u>NY</u> § COUNTY OF <u>Kings</u> §

This instrument was acknowledged before me on the 20 day of October, 20 7, by Ed Nehmad, as VP Operations of KIDdesigns, Inc. (APPLICANT).

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

My Commission Expires:

MARCOS ZALTA Notary Public, State of New York No. 02ZA6051698 Qualified in New York County Commission Expires 12/04/20 2 \

724240\_6| 17-1007-2045 | SDI Technologies | Chapter 380 Agreement | jsg

Page 22 of 22

### **EXHIBIT B-1**

### [Employment Requirements & Grant Payment Eligibility]

### SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order for Applicant or its Affiliate to be eligible for any Grant Payments, Applicant is required to create and maintain the Full-Time Employment position by December 31 of each full tax year during the Grant Period as follows:

	Sch	edule o	f Full	<u> Fime E</u>	mploy	ment			
	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Full Time Employees	45	46	48	49	51	53	54	55	57

### SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

Applicant or its Affiliate remains eligible for Grant Payments so long as Total Full Time Employees, as stated in this Exhibit B-1, are met on an annual basis.

Grant payments shall be contingent upon Applicant's certification that it has maintained at least ninety percent (90%) of the minimum jobs retention requirements during the full tax year, as required herein. Grant payments will be reduced by 10% for each percentage point under 100%. For illustrative purposes only:

During the first year Applicant maintains 95% (43 rounded up from 42.75) of the expected 45 FTE positions, Grant Payments would be reduced by 50% (10% per 1% of job retention percentage) for a maximum potential payment of \$24,231.54 (subject to the actual property tax paid by Applicant for the Grant Period in question).

Should Applicant fall below the 90% threshold, no Grant Payment will be owed to Applicant for that Grant Period.

### **EXHIBIT C-1**

#### [Grant Submittal Package Form]

SDI Technologies/KIDdesigns/EL PASO GATEWAY, believe that it has substantially met its obligations under the Chapter 380 Agreement dated the \_\_\_\_ day of \_\_\_\_, 20\_\_\_ and signed by \_\_\_\_\_\_ of SDI Technologies, KIDdesigns/EL PASO GATEWAY. Pursuant to the Agreement, SDI Technologies/KIDdesigns/ EL PASO GATEWAY submit 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.

- 1. Job Certification Annual Report plus attachment(s) (eligible attachments as referenced within Section 3(B) of the Agreement);
- 2. Proof of Applicant's registration (initial year) and continuing registration (subsequent years) with Work In Texas;
- 3. Confirmation that new job postings were listed on the Work In Texas website;
- 4. Documentation to evidence Minimum Investment; and
- Property Tax Payment Receipt(s) showing proof of payment for tax year\_\_\_\_\_

[Signature Pages to Follow]

Page 10 of 13

It is understood by SDI Technologies, Inc. that the City of El Paso has up to **ninety (90) days** to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

SDI Technologies, Inc.

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

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

### ACKNOWLEDGMENT

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_\_ of SDI Technologies, Inc. (APPLICANT.)

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

My Commission Expires:

\_\_\_\_\_

[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]

Page 11 of 13

It is understood by EL PASO GATEWAY, LLC that the City of El Paso has up to **ninety (90) days** to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

### EL PASO GATEWAY, LLC.

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

Title:

### ACKNOWLEDGMENT

STATE OF § COUNTY OF §

This instrument was acknowledged before me on the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_\_ of EL PASO GATEWAY, LLC (APPLICANT.)

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

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

[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]

Page 12 of 13

It is understood by **KIDdesigns**, Inc. that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

KIDdesigns, Inc.

Name: \_\_\_\_\_\_\*

Title:

### ACKNOWLEDGMENT

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_\_ of KIDdesigns, Inc. (APPLICANT.)

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

My Commission Expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]

Page 13 of 13

## SDI Technologies Inc. 1<sup>st</sup> Amendment

Economic & International Development Department June 08, 2021

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development. 1.1 Stabilize and expand El Paso's tax base



SDI Technologies Inc.: City of El Paso : Economic Development

## Chapter 380 Agreement: Overview

- Agreement Term: October 31, 2017, through October 31, 2029 (12 years)
- Purpose: Hire and retain 88 full-time employees
- Payments: Eligible for 10 annual payments
- Maximum Grant Amount: \$723,943 over life of agreement
- Rebate payments issued to date: \$91,685.28





## Amendment : Proposal

### First Amendment

- COVID Impacted, Scale back
- Employ and Retain 57 full-time employees

### Consideration:

- Reduction property tax rebate incentive (36%)
  - Reducing rebate incentive from \$547,443.92 to \$350,364.11
- All other terms remain the same





SDI Technologies Inc.: City of El Paso : Economic Development



### Goals

•

- 2 main goals of business retention and expansion program:
  - Provide assistance with issues that could force a company to fail, and subsequently close
  - Prevent companies from relocating to a new community
- Investment: \$15,284,876.52
- Benefits: company covers 85% of employee health insurance cost
- Advocate for the COEP
- Staff does recommend approval





## 5

## 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 #: 21-627, Version: 1

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

### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

### All Districts

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

### AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform traffic engineering services on a task order basis by and between the City of El Paso and each of the following three (3) consultants:

- 1. AECOM Technical Services, Inc.
- 2. CONSOR Engineering, LLC.
- 3. Walter P Moore & Associates, Inc.

Each On-Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimburseables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee are authorized to establish the funding sources and make necessary budget transfers and execute any and all documents necessary for execution of each On -Call Agreement.

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

### AGENDA DATE: June 8, 2021 PUBLIC HEARING DATE: N/A

### CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., City Engineer (915) 212-1808

DISTRICT(S) AFFECTED: All

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

### SUBGOAL: N/A

### SUBJECT:

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform traffic engineering services on a task order basis by and between the City of El Paso and each of the following three (3) consultants:

- 1. AECOM Technical Services, Inc.
- 2. CONSOR Engineering, LLC.
- 3. Walter P Moore & Associates, Inc.

Each On-Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimburseables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee are authorized to establish the funding sources and make necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

### BACKGROUND / DISCUSSION:

The On Call Agreement for professional services to perform traffic engineering services assists the Capital Improvement Department as well as User Departments to expedite and complete tasks for projects. City Council approved the previous two year On Call Agreement for traffic engineering services on June 25, 2019. This new agreement will be for a two-year term for an amount not to exceed \$500,000.00, with an option to increase contract capacity up to \$100,000.00 granted to the City Engineer.

### **PRIOR COUNCIL ACTION:**

June 25, 2019 – City Council approved a two year on call agreement for professional services to perform traffic engineering services on a task-by-task basis.

### AMOUNT AND SOURCE OF FUNDING:

**Streets Capital Plans** 

### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_x\_ YES \_\_\_NO

**PRIMARY DEPARTMENT:** Capital Improvement Department **SECONDARY DEPARTMENT:** N/A

### 

**DEPARTMENT HEAD:** 

Jerry DeMuro/for Sam Rodriguez, P.E., City Engineer

### **RESOLUTION**

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

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform traffic engineering services on a task order basis by and between the City of El Paso and each of the following three (3) consultants:

- 1. AECOM Technical Services Inc.
- 2. CONSOR Engineering, LLC.
- 3. Walter P. Moore & Associates, Inc.

Each On-Call Agreement will be for an amount not to exceed Five Hundred Thousand and No/00 Dollars (\$500,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura Prine City Clerk

APPROVED AS TO FORM:

Omar A. De La Rosa

Omar A. De La Rosa Assistant City Attorney

APPROVED AS TO CONTENT:

erry DeMuro/for

Sam Rodriguez, City Engineer Capital Improvement Department



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

#### EVALUATION COMMITTEE SCORE SUMMARY

### SOLICITATION# 2021-0884R ON CALL PROFESSIONAL SERVICES - TRAFFIC ENGINEERING

	AECOM	CONSOR	DANNENBAUM ENGINEERING	FREESE & NICHOLS	GRV INTEGRATED	HNTB	HUITT ZOLLARS	LEE ENGINEERING	PACHECO KOCH	WALTER P MOORE
Rater #1	85	77	73	71	71	73	65	75	69	83
Rater #2	81	79	77	78	78	75	73	75	77	80
Rater #3	92	89	93	85	90	93	88	84	81	85
Total Score	258	245	243	234	239	241	226	234	227	248

### ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and AECOM TECHNICAL SERVICES, INC, a Texas Corporation, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional traffic engineering services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

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

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

### ARTICLE I ATTACHMENTS

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

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport
	Improvement Program Projects-check with

### ARTICLE II PROJECT

- 2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform oncall professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A"**.
- 2.2 For each Project, 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 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.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 days 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 **Five Hundred Thousand AND NO/00 DOLLARS** (\$500,000.00) for all basic services and reimbursables performed pursuant to this Agreement.

### No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS** (**\$50,000.00**), if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS** (**\$50,000.00**) must have prior approval by City Council through written amendment to this Agreement. The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

become due and payable in accordance with the terms of this Agreement and the fees to be charged for each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

**3.3 CONSULTANT'S INVOICES.** For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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.** The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

**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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

**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 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.** Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

### a) <u>COMMERCIAL GENERAL LIABILITY</u>

\$1,000,000.00 Per Occurrence\$2,000,000.00 General Aggregate\$2,000,000.00 Products/Completed Operations Aggregate\$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage** \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

**General Aggregate** \$1,000,000.00 \$1,000,000.00 per occurrence

b) <u>AUTOMOBILE LIABILITY</u> Combined Single Limit \$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

**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.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

### ARTICLE VI FEDERAL AND STATE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

**6.2 TERMINATION FOR CANCELLATION OF GRANT.** Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

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

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

(1) Compliance with Regulations: Consultant shall comply with the Regulations relative

8

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.

9

#### 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 consistent with professional skill and care, 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in Attachment "D".

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent** (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D**" and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 **COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, 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 and places.

**7.6 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.

**7.7 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.

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

**7.9 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.

**7.10 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.

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

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	AECOM Technical Services, Inc. Attn: Maribel P. Chavez, P.E. 801 Cherry St., Suite 1050 Fort Worth, Texas 76102

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

**7.12 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.

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

#### (Signatures on following page)

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

#### CITY OF EL PASO:

Tomás González City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Omar A. De La Rosa

Omar A. De La Rosa Assistant City Attorney

erry DeMuro/for

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

#### (Acknowledgment)

THE STATE OF TEXAS § S COUNTY OF EL PASO §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,

by Tomás González, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

## CONSULTANT: AECOM TECHNICAL SERVICES, INC.

By: <u>Maribel P. Chavez, P.E.</u> Title: Vice President

#### (Acknowledgment)

### THE STATE OF TEXAS § SCOUNTY OF EL PASO §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Maribel P. Chavez, as Vice President of AECOM Technical Services, Inc.

Notary Public, State of Texas

My commission expires:

#### ATTACHMENT A SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis for planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods. Services to include:

- Investigation, including traffic counts, analysis of accident statistics, and assessments of speed data, roadway conditions, signal coordination evaluations, adequacy of traffic calming and control measures
- Urban transportation modeling and traffic mitigation studies
- Turning movement counts
- Trip, distribution, and mode forecasting
- Traffic impact analysis
- Planning and roadway (including geometric) design
- Traffic signal, striping, and signage design
- Traffic control plan development for roadway capital improvements
- Development of bidding documents
- Construction administration

Products required to include:

- Studies/Reports
- Plans, specifications, cost estimates
- As-built plans
- Right-of-way maps
- Other analysis as requested

The following provides a general description of services, standards, and products required:

- Studies on traffic flow and circulation to determine unsafe or congested conditions. Evaluate statistical and physical data regarding existing and/or projected vehicular and pedestrian volume, roadway design, horizontal and vertical curves, sight distance and traffic control. Prepare condition diagram, collision diagrams, and perform capacity analysis as necessary. Provide recommendations, design, and cost estimates to resolve condition.
- Determine if traffic control is required and warranted as per Texas Manual of Uniform Traffic Control Devices (latest edition). Perform drafting, computation and design to determine materials and cost of traffic control installations, including traffic signals, warning flashers, barriers, signing, striping, and pavement markings. Compute signal timing and phasing for isolated intersections and for signal systems. Prepare construction plans and specifications for installation and equipment.
- Design continuous street illumination systems to include school and pedestrian flashers, hawk traffic signals, railroad signal preemption. Calculate light pole spacing, length,

luminaire type, electrical loads, and wire size. Prepare plans, specifications and cost estimates for systems.

- Perform traffic impact studies for new developments, roadway improvement alternatives, and traffic generators. Analyze existing traffic on adjacent and surrounding streets and generated traffic to determine if mitigating measures are required. Recommend and design measures to mitigate impact. Provide cost estimates for recommendations.
- Design expansion of computerized signal system. Prepare plans, specifications, and estimate for expansion. Evaluate communication alternatives including but not limited to, coaxial cable, fiber optic cable, leased lines, and wireless communication.
- Calculate traffic signal timing for existing signals to reduce delays and provide progression within signal systems. Recommend modifications to timing and phasing. Provide revised timing sheets and coordinator offsets.
- Prepare traffic control plans in accordance with the Texas Manual of Traffic Control Devices for roadway or lane closures, special events, or other city projects.
- Provide technical support and engineering design for the use of emerging Intelligent Transportation Systems technology and equipment in the automation, collection, and dissemination of traffic data, toll collection, vehicle identifications, and other traffic related functions.
- Evaluate and prepare regional transportation plans. Provide technical support and recommendations on these plans as they pertain to compliance with the City's Major Thoroughfare Plan and roadway capacities.
- Provide other traffic and transportation engineering studies, prepare technical reports and relevant design duties as assigned.

#### ATTACHMENT "B" CONSULTANT'S FEE PROPOSAL AND HOURLY RATES Solicitation #2021-0884R

#### **ATTACHMENT E - FEE SCHEDULE** SPECIFIED RATE AND LUMP SUM (LS) PAYMENT BASIS LS payments are based upon the Table of Deliverables (TOD) as identified in the Work Authorization (WA) **AECOM Technical Services, Inc.** PRIME PROVIDER NAME: **DIRECT LABOR** YEARS OF HOURLY HOURLY LABOR/STAFF CLASSIFICATION EXPERIENCE **BASE RATE** CONTRACT RATE Principal 20+ \$98.52 \$250.00 Project Manager \$78.81 \$200.00 15+ \$195.00 QC Reviewer / QA Manager 20+ \$76.84 Engineer - Senior 15+ \$74.87 \$190.00 Engineer (Design) 5 to 10 \$55.17 \$140.00 Engineer (Project) 10 to 15 \$59.11 \$150.00 Engineer-In-Training 1 to 5 \$40.73 \$103.36 \$40.19 \$102.00 Engineer Technician 5 to 15 Engineer Technician - Senior 15+ CADD Operator \$35.47 \$90.00 5 to 15 CADD Operator - Junior 1 to 5 CADD Operator - Senior 15+ \$47.86 \$121.44 Administrative/Clerical \$27.58 \$70.00 Traffic Modeler - Senior 15+ \$76.84 \$195.00 Traffic Modeler 5 to 15 \$46.84 \$118.86 Project Controller \$35.64 \$90.43 Project Controller - Senior \$44.80 \$113.69 Transportation Planner - Senior \$200.00 15+ \$78.81 Transportation Planner \$65.02 \$165.00 Transportation Planner - Junior 1 to 5 \$38.69 \$98.19 GIS Manager 20+ GIS Operator \$38.62 \$98.00 5 to 15 GIS Operator - Senior 15+ Technical Advisor - Senior 20+ INDIRECT COST RATE: 130.70% PROFIT RATE: 10.00%

Contract rates include labor, overhead, and profit.

**Lump Sum Payment Basis** - Invoice by deliverable, according to the TOD. A copy of the TOD shall be included with each Invoice Package and is payable by each deliverable and line item as identified in the TOD. Partial payments of line item are not allowed. Documentation of hours worked is not required.

Each individual Task Order will identify the **"Project"**, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 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

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately <u>for each construction contract:</u>

- 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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

- 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 Consultant 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.
- Visit each construction site at least once each week or more frequently, if necessary, to 4. 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 "<u>Certificate of Substantial Completion</u>" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
- **11.** Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
- 12. Furnish the Owner one set of reproducible (**D format**) "record" drawings on Mylar showing changes made during the construction process, based on the marked-up prints,

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

- **13.** Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
- 14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
- **15.** Furnish property surveys and legal descriptions as needed to acquire additional right-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 AND DELIVERABLE SCHEDULES

#### **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.

#### **Fixed fee Payment to Consultant**

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
<b>Construction Phase</b>	To be determined by Task Order

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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting 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/Consultant 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. 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 Owner's fiscal year.

#### ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

**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 City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

#### **DELIVERABLE SCHEDULE**

#### **REPORT PHASE**

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the frame set forth in the written authorization from the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

#### PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.** 

#### PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

$\frown$						
ACORD EVIDENCE OF COMM	1E	RC	CI/A			
THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERIS). AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE ADDITIONAL INTEREST.						
				COMPANY NAME AND ADDRESS NAIC NO: 16535		
CONTACT PERSON AND ADDRESS (A/C, No, Ext): (030) 307-3100 Lockton Insurance Brokers, LLC	CONTACT PERSON AND ADDRESS (A/C, No, Ext): (8/8) 387-3100			Zurich American Insurance Company		
License #0F15767				• •		
4275 Executive Square, Suite 600 La Jolla CA 92037						
La Jolla CA 92037						
AX E-MAIL A/C. Nol: ADDRESS:			IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: SUB CODE:			POLICY TYPE			
AGENCY CUSTOMER ID #:			Property			
NAMED INSURED AND ADDRESS AFCOM			LOAN NUMBER POLICY NUMBER			
1120644 AECOM Technical Services, Inc. 19219 Katy Freeway, Ste. 100				PPR 6299216-02		
Houston TX 77094				EFFECTIVE DATE EXPIRATION DATE CONTINUED UNTIL 4/1/2021 4/1/2022 TERMINATED IF CHECKED		
ADDITIONAL NAMED INSURED(S)				4/1/2021 4/1/2022 TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:		
ADDITIONAL NAMED INSURED(S)						
PROPERTY INFORMATION (ACORD 101 may be attached if	mor		0000	a is required) IX BUILDING OR IX BUSINESS PERSONAL PROPERTY		
LOCATION / DESCRIPTION	mor	e a	ace			
				SURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING		
BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE	POLI	CIE	DE	SCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS		
OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY			AIMS			
COVERAGE INFORMATION PERILS INSURED COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$	BA	SIC		BROAD X SPECIAL 2.000.000 DED: 100.000		
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$	YES	NO	N/A	2,000,000 DED: 100,000		
BUSINESS INCOME TRENTAL VALUE	X	-	neve.	If YES, LIMIT: 2,000,000 Actual Loss Sustained; # of months:		
BLANKET COVERAGE	~		x	If YES, indicate value(s) reported on property identified above: \$		
TERRORISM COVERAGE	x		~	Attach Disclosure Notice / DEC		
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	-		x			
IS DOMESTIC TERRORISM EXCLUDED?			х			
LIMITED FUNGUS COVERAGE			х	If YES, LIMIT: DED:		
FUNGUS EXCLUSION (if "YES", specify organization's form used)			х			
REPLACEMENT COST	х					
AGREED VALUE			х			
COINSURANCE			х	If YES, %		
EQUIPMENT BREAKDOWN (If Applicable)	х			If YES, LIMIT: 2,000,000 DED: 100,000		
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bidg			х	If YES, LIMIT: DED:		
- Demolition Costs			х	If YES, LIMIT: DED:		
- Incr. Cost of Construction			х	If YES, LIMIT: DED:		
EARTH MOVEMENT (If Applicable)	x			If YES, LIMIT: 2,000,000 DED: See Attached		
FLOOD (If Applicable)	х		-	If YES, LIMIT: 2,000,000 DED: See Attached		
WIND / HAIL INCL X YES NO Subject to Different Provisions:			x	If YES, LIMIT: 2,000,000 DED: See Attached		
NAMED STORM INCL IN YES NO Subject to Different Provisions: PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	x		x	WYES, LIMIT: 2,000,000 DED: See Attached		
CANCELLATION				1		
			CEL	LLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE		
				[D548588]		
CONTRACT OF SALE LENDER'S LOSS PAYABLE LOSS	S PAY	EE		LENDER SERVICING AGENT NAME AND ADDRESS		
MORTGAGEE						
NAME AND ADDRESS				1		
723590 City of El Paso						
Capital Improvement Department 218 N. Campbell						
El Paso TX 79901			AUTHORIZED REPRESENTATIVE			

ACORD 28 (2016/03)

The ACORD name and logo are registered marks of ACORD

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE-Including Special Conditions (Use only if more space is required)

aluable Papers - Limit \$2,000,000. Re: Project No. 04191910, Solicitation #2021-0884R.

ACORD 28 (2016/03)

Certificate Holder ID: 723590

#### Attachment Code: D548588 Master ID: 1120644, Certificate ID: 723590

Coverage	Deductible
Earth Movement	5% of value subject to a minimum of \$250,000 and maximum of \$2.5M for properties located in EQ Zone 1
	3% of value subject to a minimum of \$100,000 and maximum of \$2.5M for properties located in EQ Zone 2
	\$100,000 All Other locations
Flood	\$500,000 locations within Special Flood Hazard Area
	\$250,000 locations within Moderate Flood Hazard Area
	\$100,000 All Other locations
Named Windstorm	5% of value subject to a minimum of \$250,000 and maximum of \$2.5M for properties located Named Storm Zone 1
	3% of value subject to a minimum of \$100,000 and maximum of \$2.5M for properties located in Named Storm Zone 2
	\$100,000 All Other locations
Other deductibles may apply as per policy terms and conditions.	

21-1004-1235.001 | 1082510 On-Call Agreement for Professional Services to perform Traffic Engineering-AECOM OAR

#### ATTACHMENT "F"

#### FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

#### A. <u>GENERAL REQUIREMENT FOR CONTRACT</u>

- 1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

#### B. <u>FAILURE TO COMPLY</u>

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1. Withhold progress payments or final payment,
- 2. Terminate the contract,
- 3. Seek suspension/debarment, or
- 4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

#### C. <u>CONTRACT PROVISIONS</u>

#### 1. <u>ACCESS TO RECORDS AND REPORTS</u> (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

# 2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

#### **BUY AMERICAN CERTIFICATION**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

#### \*\*\*\*\*

#### **Certificate of Buy American Compliance for Total Facility**

#### (Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark ( $\checkmark$ ) or the letter "X".

- □ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
  - a. Only installing steel and manufactured products produced in the United States; or
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic products
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- □ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
  - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

- 4. To furnish US domestic product for any waiver request that the FAA rejects.
- 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver -** The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

#### \* \* \* \* \*

#### **Certificate of Buy American Compliance for Manufactured Products**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark ( $\checkmark$ ) or the letter "X".

- □ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
  - a. Only installing steel and manufactured products produced in the United States, or;
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- □ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver -** The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

#### 4. <u>GENERAL CIVIL RIGHTS PROVISIONS</u> (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

#### 5. <u>CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION</u> <u>REQUIREMENTS</u> (all AIP funded projects)

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

- 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### 6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

- 1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- 2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- 3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

#### 7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT</u> <u>REQUIREMENTS</u> (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

#### 8. <u>CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR</u> <u>OFFEROR)</u> (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### 9. <u>DISADVANTAGED BUSINESS ENTERPRISES</u> (all AIP-funded projects)

**Contract Assurance (49 CFR § 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (49 CFR §26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

#### 10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	FederalAgencywithEnforcementResponsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

## 11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

#### 13. <u>**RIGHTS TO INVENTIONS</u>** (all AIP-funded projects)</u>

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### 14. <u>TERMINATION OF CONTRACT</u> (contracts that exceed \$10,000)

- 1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- 3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### 16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

#### ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and CONSOR ENGINEERING, LLC., a Florida Limited Liability Company, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional traffic engineering services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

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

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

#### ARTICLE I ATTACHMENTS

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

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport
	Improvement Program Projects-check with

#### ARTICLE II PROJECT

- 2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform oncall professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A"**.
- **2.2** For each Project, 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 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.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 days 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 **Five Hundred Thousand AND NO/00 DOLLARS** (\$500,000.00) for all basic services and reimbursables performed pursuant to this Agreement.

### No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS** (**\$50,000.00**), if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS** (**\$50,000.00**) must have prior approval by City Council through written amendment to this Agreement. The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

**3.3 CONSULTANT'S INVOICES.** For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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.** The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

**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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

**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 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.** Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

#### a) <u>COMMERCIAL GENERAL LIABILITY</u>

\$1,000,000.00 Per Occurrence\$2,000,000.00 General Aggregate\$2,000,000.00 Products/Completed Operations Aggregate\$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage** \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

**General Aggregate** \$1,000,000.00 \$1,000,000.00 per occurrence

b) <u>AUTOMOBILE LIABILITY</u> 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

5

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

**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.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

#### ARTICLE VI FEDERAL AND STATE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

**6.2 TERMINATION FOR CANCELLATION OF GRANT.** Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

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

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

(1) Compliance with Regulations: Consultant shall comply with the Regulations relative

8

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 consistent with professional skill and care, 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in Attachment "D".

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent** (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D**" and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 **COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, 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 and places.

**7.6 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.

**7.7 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.

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

**7.9 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.

**7.10 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.

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

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	CONSOR Engineering, LLC. Attn: Ricardo Prieto, P.E. 1501 N. Mesa St., Suite 200 El Paso, Texas 79902

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

**7.12 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.

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

#### (Signatures on following page)

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

#### CITY OF EL PASO:

Tomás González City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Omar A. De La Rosa

Omar A. De La Rosa Assistant City Attorney

)erry DeMuro/for

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

#### (Acknowledgment)

THE STATE OF TEXAS § S COUNTY OF EL PASO §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,

by Tomás González, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

#### CONSULTANT: CONSOR ENGINEERING, LLC.

By: <u>Ricardo Prieto, P.E.</u> Title: Senior Vice President

#### (Acknowledgment)

# THE STATE OF TEXAS \$ S COUNTY OF EL PASO \$

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Ricardo Prieto, P.E., as Senior Vice President of CONSOR Engineering, LLC.

Notary Public, State of Texas

My commission expires:

#### ATTACHMENT A SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis for planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods. Services to include:

- Investigation, including traffic counts, analysis of accident statistics, and assessments of speed data, roadway conditions, signal coordination evaluations, adequacy of traffic calming and control measures
- Urban transportation modeling and traffic mitigation studies
- Turning movement counts
- Trip, distribution, and mode forecasting
- Traffic impact analysis
- Planning and roadway (including geometric) design
- Traffic signal, striping, and signage design
- Traffic control plan development for roadway capital improvements
- Development of bidding documents
- Construction administration

Products required to include:

- Studies/Reports
- Plans, specifications, cost estimates
- As-built plans
- Right-of-way maps
- Other analysis as requested

The following provides a general description of services, standards, and products required:

- Studies on traffic flow and circulation to determine unsafe or congested conditions. Evaluate statistical and physical data regarding existing and/or projected vehicular and pedestrian volume, roadway design, horizontal and vertical curves, sight distance and traffic control. Prepare condition diagram, collision diagrams, and perform capacity analysis as necessary. Provide recommendations, design, and cost estimates to resolve condition.
- Determine if traffic control is required and warranted as per Texas Manual of Uniform Traffic Control Devices (latest edition). Perform drafting, computation and design to determine materials and cost of traffic control installations, including traffic signals, warning flashers, barriers, signing, striping, and pavement markings. Compute signal timing and phasing for isolated intersections and for signal systems. Prepare construction plans and specifications for installation and equipment.
- Design continuous street illumination systems to include school and pedestrian flashers, hawk traffic signals, railroad signal preemption. Calculate light pole spacing, length,

luminaire type, electrical loads, and wire size. Prepare plans, specifications and cost estimates for systems.

- Perform traffic impact studies for new developments, roadway improvement alternatives, and traffic generators. Analyze existing traffic on adjacent and surrounding streets and generated traffic to determine if mitigating measures are required. Recommend and design measures to mitigate impact. Provide cost estimates for recommendations.
- Design expansion of computerized signal system. Prepare plans, specifications, and estimate for expansion. Evaluate communication alternatives including but not limited to, coaxial cable, fiber optic cable, leased lines, and wireless communication.
- Calculate traffic signal timing for existing signals to reduce delays and provide progression within signal systems. Recommend modifications to timing and phasing. Provide revised timing sheets and coordinator offsets.
- Prepare traffic control plans in accordance with the Texas Manual of Traffic Control Devices for roadway or lane closures, special events, or other city projects.
- Provide technical support and engineering design for the use of emerging Intelligent Transportation Systems technology and equipment in the automation, collection, and dissemination of traffic data, toll collection, vehicle identifications, and other traffic related functions.
- Evaluate and prepare regional transportation plans. Provide technical support and recommendations on these plans as they pertain to compliance with the City's Major Thoroughfare Plan and roadway capacities.
- Provide other traffic and transportation engineering studies, prepare technical reports and relevant design duties as assigned.

#### Attachment "B" Consultant's Fee Proposal and Hourly Rate

#### PRIME PROVIDER NAME: CONSOR Engineers, LLC.

Direct Labor								
Job Classification	Ехр	Base Rate	Loaded Rate					
Project Manager	20+	\$75.50	\$214.81					
Senior Engineer	15+	\$65.00	\$184.93					
Project Engineer	10 to 15	\$58.00	\$165.02					
Traffic Engineer	10 to 15	\$50.25	\$142.97					
Design Engineer	5 to 10	\$47.25	\$134.43					
Traffic Engineer - Modeler/Analyst	5 to 10	\$47.00	\$133.72					
Engineer-In-Training I	0 to 2	\$34.00	\$96.74					
Engineer-In-Training II	2 to 5	\$40.00	\$113.81					
CADD Operator	0 to 5	\$28.00	\$79.66					
CADD Operator - Junior	5 to 15	\$33.00	\$93.89					
CADD Operator - Senior	15+	\$40.00	\$113.81					
Admin/Clerical		\$23.00	\$65.44					

Office Overhead Rate:	158.65%
Profit Rate:	10.00%
Multiplier:	2.85

Each individual Task Order will identify the **"Project"**, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 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

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately <u>for each construction contract:</u>

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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

- 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 Consultant 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 "<u>Certificate of Substantial Completion</u>" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
- **11.** Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
- 12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.
- **13.** Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

- 14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
- **15.** Furnish property surveys and legal descriptions as needed to acquire additional right-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 AND DELIVERABLE SCHEDULES

#### **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.

#### **Fixed fee Payment to Consultant**

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
<b>Construction Phase</b>	To be determined by Task Order

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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting 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/Consultant 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. 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 Owner's fiscal year.

#### ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

**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 City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

#### **DELIVERABLE SCHEDULE**

#### **REPORT PHASE**

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the frame set forth in the written authorization from the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

#### PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.** 

#### **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

#### ATTACHMENT "E"

A	C	ORD	C	ER	TIF	ICATE OF LIA	BILI	TY INS	URANC	E 12/31/2021		MMDD////// 5/2021
L -	HIS	CERTIFICATE		MAT	TER	OF INFORMATION ONLY		CONFERS N				
C	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											
						DOES NOT CONSTITUT ERTIFICATE HOLDER.		ONTRACT	BETWEEN T	HE ISSUING INSURE	R(S), AU	THORIZED
						ITIONAL INSURED, the						
						rms and conditions of th ificate holder in lieu of si				require an endorseme	ent. A st	atement on
				o une	Cert	Incate holder in neu of st	SONEA					
	Three City Diace Drive Suite 000 PHONE FAX											
	St. Louis MO 63141-7081											
		(314) 432-0	500				INSURER(S) AFFORDING COVERAGE NAIC #					
										nce Company		19437
	IRED 711	Consor Eng								Co of the Midwest		37478
1		J 15310 Park Houston TX								aurance Company ance Insurance Com		16691 36897
							INSURE	Pennsyl	vania Man	ifacturers' Assoc Ins	Co	12262
										arance Company		26620
_	_	RAGES				ENUMBER: 1748591				REVISION NUMBER:		XXXXX
T	HIS	IS TO CERTIFY	THAT THE POLICIES		NSUR	RANCE LISTED BELOW HAY NT, TERM OR CONDITION	VE BEE	N ISSUED TO Y CONTRACT	OR OTHER	ED NAMED ABOVE FOR DOCUMENT WITH RESE	THE POL	ICY PERIOD
C	ERT	IFICATE MAY B	E ISSUED OR MAY	PERT	AIN,	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBE	D HEREIN IS SUBJECT		
INSR LTR			INDITIONS OF SUCH	ADDL	SUBR	LIMITS SHOWN MAY HAVE	BEENP		PAID CLAIMS. POLICY EXP		NITS	
A	x		ENERAL LIABILITY	INSD Y	N	POLICY NUMBER 035417916		(MM/DD/YYYY) 12/31/2020	(MM/DD/YYYY) 12/31/2021	EACH OCCURRENCE		00.000
1	r	CLAIMS-MAD	DE X OCCUR	1.		03341/910		12/51/2020	12/51/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)		00.000
										MED EXP (Any one person)	\$ XX	XXXXX
		]								PERSONAL & ADV INJURY		00,000
	_	NL AGGREGATE LI								GENERAL AGGREGATE		00,000
	х		LOC							PRODUCTS - COMP/OP AG	a <u>\$ 2,0</u>	00,000
в	AU	OTHER: TOMOBILE LIABILIT	TV	v	N	84 UEN OL 5490		12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)	\$	00.000
1	v	ANY AUTO		1		ST CEN CESTIN		12/31/2020	12/31/2021	(Ea accident) BODILY INJURY (Per person		XXXXX
		OWNED AUTOS ONLY	SCHEDULED AUTOS							BODILY INJURY (Per accide		XXXXX
		AUTOS ONLY HIRED AUTOS ONLY	AUTOS NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$ XX	XXXXX
											\$ XX	XXXXX
с	х	UMBRELLA LIAB	A OCCOR	N	N	TUE 3274463 01		12/31/2020	12/31/2021	EACH OCCURRENCE		000,000
	⊢	EXCESS LIAB	CLAIMS-MADE	{						AGGREGATE		000,000
-	wo	DED RET	ENTION \$	<u> </u>	N			10.01.0000	10.01.0001	X PER OTH		XXXXX
E AND EMPLOYERS' LIABILITY					2020010468405Y (AOS) 2020010468405B (HI)		12/31/2020 12/31/2020	12/31/2021 12/31/2021	EL. EACH ACCIDENT		00.000	
	OFF	ICER/MEMBER EXC Indutory in NHI	LUDED? N	N/A						E.L. DISEASE - EA EMPLOY		00.000
		s, describe under SCRIPTION OF OPE	RATIONS below							E.L. DISEASE - POLICY LIM	π \$ 1.0	00,000
F		fessional & vironmental Liabi	ility	N	N	EBZ634816/01/2020		12/31/2020	12/31/2021	\$10,000,000 per Claim \$10,000,000 Aggregate		
	-									Deductible: \$100,000		
DES	CRIP	TION OF OPERATIO	NS / LOCATIONS / VEHICI	E8 (4	CORD	101, Additional Remarks Schedu	ie, may be	e attached if mor	e space is requir	ef)		
THES	CERI	TFICATE SUPERSED	ES ALL PREVIOUSLY ISSU	ED CB	RITEIC	ATES FOR THIS HOLDER, APPLIC/ es - Traffic Engineering; El P	ABLE TO 1	THE CARRIERS L	ISTED AND THE	POLICY TERM(8) REFERENCE		
and	Own	er are included as	s additional insureds if	requi	red by	written contract with respec	t to Gen	eral Liability a	nd Automobile	Liability per the terms an	d d	
cond	litior	is of the policy.										
	RTI	FICATE HOLD	ED				CANC	ELLATION	See Atta	chment		
		7485912					CANU	LEATION	See Aita	CILL PETIT		
	The City of El Paso SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE											
Capital Improvement Department								EREOF, NOTICE WILL Y PROVISIONS.	BE DE	LIVERED IN		
	218 N. Campbell El Paso TX 79901											
AUTHOR					AUTHORIZED REPRESENTATIVE							
								•	$\prec$	In V		
		I						@ 19	88-2015 AC	ORD CORPORATION	. All rig	hts reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



The City of El Paso Capital Improvement Department 218 N. Campbell El Paso TX 79901

#### To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17485912**.

Email: STL-edelivery@lockton.com
 Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

### The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies Three CityPlace Dr, Suite 900 / St. Louis, MO 63141-7088 314-432-0500 / lockton.com

#### ATTACHMENT "F"

#### FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

#### A. <u>GENERAL REQUIREMENT FOR CONTRACT</u>

- 1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

#### B. <u>FAILURE TO COMPLY</u>

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1. Withhold progress payments or final payment,
- 2. Terminate the contract,
- 3. Seek suspension/debarment, or
- 4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

#### C. <u>CONTRACT PROVISIONS</u>

#### 1. <u>ACCESS TO RECORDS AND REPORTS</u> (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

# 2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

# 3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

#### **BUY AMERICAN CERTIFICATION**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

#### \*\*\*\*\*

#### **Certificate of Buy American Compliance for Total Facility**

#### (Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark ( $\checkmark$ ) or the letter "X".

- □ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
  - a. Only installing steel and manufactured products produced in the United States; or
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic products
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- □ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
  - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

- 4. To furnish US domestic product for any waiver request that the FAA rejects.
- 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver -** The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

#### \* \* \* \* \*

#### **Certificate of Buy American Compliance for Manufactured Products**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark ( $\checkmark$ ) or the letter "X".

- □ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
  - a. Only installing steel and manufactured products produced in the United States, or;
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- □ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver -** The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

#### 4. <u>GENERAL CIVIL RIGHTS PROVISIONS</u> (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

#### 5. <u>CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION</u> <u>REQUIREMENTS</u> (all AIP funded projects)

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

- 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

- 1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- 2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- 3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

#### 7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT</u> <u>REQUIREMENTS</u> (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

#### 8. <u>CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR</u> <u>OFFEROR)</u> (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### 9. <u>DISADVANTAGED BUSINESS ENTERPRISES</u> (all AIP-funded projects)

**Contract Assurance (49 CFR § 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (49 CFR §26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

#### 10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

## 11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

#### 13. <u>**RIGHTS TO INVENTIONS</u>** (all AIP-funded projects)</u>

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### 14. <u>TERMINATION OF CONTRACT</u> (contracts that exceed \$10,000)

- 1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- 3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### 16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

#### ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the CITY OF EL PASO, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and WALTER P. MOORE & ASSOCIATES, INC., a Texas Corporation, hereinafter referred to as the "Consultant".

WHEREAS, the Owner intends to engage the Consultant to perform professional traffic engineering services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

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

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

#### ARTICLE I ATTACHMENTS

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

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport
	Improvement Program Projects-check with

#### ARTICLE II PROJECT

- 2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform oncall professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A"**.
- **2.2** For each Project, 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 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.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 days 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 **Five Hundred Thousand AND NO/00 DOLLARS** (\$500,000.00) for all basic services and reimbursables performed pursuant to this Agreement.

### No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS** (**\$50,000.00**), if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS** (**\$50,000.00**) must have prior approval by City Council through written amendment to this Agreement. The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

**3.3 CONSULTANT'S INVOICES.** For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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.** The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

**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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

**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 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.** Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

#### a) <u>COMMERCIAL GENERAL LIABILITY</u>

\$1,000,000.00 Per Occurrence\$2,000,000.00 General Aggregate\$2,000,000.00 Products/Completed Operations Aggregate\$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage** \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

**General Aggregate** \$1,000,000.00 \$1,000,000.00 per occurrence

b) <u>AUTOMOBILE LIABILITY</u> 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

1064

5

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

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

**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.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

#### ARTICLE VI FEDERAL AND STATE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

**6.2 TERMINATION FOR CANCELLATION OF GRANT.** Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

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

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

(1) Compliance with Regulations: Consultant shall comply with the Regulations relative

8

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.

9

#### 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 consistent with professional skill and care, 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in Attachment "D".

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent** (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D**" and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 **COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, 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 and places.

**7.6 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.

**7.7 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.

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

**7.9 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.

**7.10 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.

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

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Walter P Moore & Associates, Inc. Attn: Thomas Duncan 1101 McKinney, Suite 110 Houston, Texas 77010

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

**7.12 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.

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

#### (Signatures on following page)

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

#### CITY OF EL PASO:

Tomás González City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Omar A. De La Rosa

Omar A. De La Rosa Assistant City Attorney

erry DeMuro/for

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

(Acknowledgment)

THE STATE OF TEXAS § S COUNTY OF EL PASO §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,

by Tomás González, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

#### CONSULTANT: WALTER P MOORE & ASSOCIATES, INC.

By: <u>Thomas Duncan</u> Title: Principal In Charge

#### (Acknowledgment)

### THE STATE OF TEXAS § SCOUNTY OF EL PASO §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Thomas Duncan, as Principal In Charge of Walter P Moore & Associates, Inc.

Notary Public, State of Texas

My commission expires:

#### ATTACHMENT A SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis for planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods. Services to include:

- Investigation, including traffic counts, analysis of accident statistics, and assessments of speed data, roadway conditions, signal coordination evaluations, adequacy of traffic calming and control measures
- Urban transportation modeling and traffic mitigation studies
- Turning movement counts
- Trip, distribution, and mode forecasting
- Traffic impact analysis
- Planning and roadway (including geometric) design
- Traffic signal, striping, and signage design
- Traffic control plan development for roadway capital improvements
- Development of bidding documents
- Construction administration

Products required to include:

- Studies/Reports
- Plans, specifications, cost estimates
- As-built plans
- Right-of-way maps
- Other analysis as requested

The following provides a general description of services, standards, and products required:

- Studies on traffic flow and circulation to determine unsafe or congested conditions. Evaluate statistical and physical data regarding existing and/or projected vehicular and pedestrian volume, roadway design, horizontal and vertical curves, sight distance and traffic control. Prepare condition diagram, collision diagrams, and perform capacity analysis as necessary. Provide recommendations, design, and cost estimates to resolve condition.
- Determine if traffic control is required and warranted as per Texas Manual of Uniform Traffic Control Devices (latest edition). Perform drafting, computation and design to determine materials and cost of traffic control installations, including traffic signals, warning flashers, barriers, signing, striping, and pavement markings. Compute signal timing and phasing for isolated intersections and for signal systems. Prepare construction plans and specifications for installation and equipment.
- Design continuous street illumination systems to include school and pedestrian flashers, hawk traffic signals, railroad signal preemption. Calculate light pole spacing, length,

luminaire type, electrical loads, and wire size. Prepare plans, specifications and cost estimates for systems.

- Perform traffic impact studies for new developments, roadway improvement alternatives, and traffic generators. Analyze existing traffic on adjacent and surrounding streets and generated traffic to determine if mitigating measures are required. Recommend and design measures to mitigate impact. Provide cost estimates for recommendations.
- Design expansion of computerized signal system. Prepare plans, specifications, and estimate for expansion. Evaluate communication alternatives including but not limited to, coaxial cable, fiber optic cable, leased lines, and wireless communication.
- Calculate traffic signal timing for existing signals to reduce delays and provide progression within signal systems. Recommend modifications to timing and phasing. Provide revised timing sheets and coordinator offsets.
- Prepare traffic control plans in accordance with the Texas Manual of Traffic Control Devices for roadway or lane closures, special events, or other city projects.
- Provide technical support and engineering design for the use of emerging Intelligent Transportation Systems technology and equipment in the automation, collection, and dissemination of traffic data, toll collection, vehicle identifications, and other traffic related functions.
- Evaluate and prepare regional transportation plans. Provide technical support and recommendations on these plans as they pertain to compliance with the City's Major Thoroughfare Plan and roadway capacities.
- Provide other traffic and transportation engineering studies, prepare technical reports and relevant design duties as assigned.

#### ATTACHMENT "B" CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

#### WALTER P MOORE INFRASTRUCTURE FEE SCHEDULE 2021

Labor/Staff Classification	Hourly Base Rate	Contract Pata
		Contract Rate
Principal	\$ 75.00	\$ 250.00
Senior Project Manager	\$ 60.00	\$ 190.00
Project Manager	\$ 55.00	\$ 175.00
Senior Engineer	\$ 50.00	\$ 160.00
Engineer	\$ 45.00	\$ 145.00
Graduate Engineer	\$ 35.00	\$ 110.00
Senior Transportation Planner	\$ 55.00	\$ 175.00
Transportation Planner	\$ 45.00	\$ 145.00
Graduate Transportation Planner	\$ 35.00	\$ 110.00
Senior Graphic Designer	\$ 40.00	\$ 125.00
GIS Specialist	\$ 35.00	\$ 110.00
Designer	\$ 35.00	\$ 110.00
CAD Manager	\$ 45.00	\$ 145.00
Senior CAD Technician	\$ 35.00	\$ 110.00
CAD Technician	\$ 30.00	\$ 95.00
Field Representative	\$ 25.00	\$ 75.00
Engineering Intern	\$ 25.00	\$ 75.00
Administrative Assistant	\$ 25.00	\$ 70.00
Overhead and Profit	-	
Overhead Rate:	%	188.75%
Profit Rate:	%	10.00%
The billing rates are based on actual salaries, a general adminitrative overhead rate of 188.75% and a profit of 10% This results in an overall overhead multiplier of 3.176		
Other Direct Expenses		
Reimbursables will be billed at cost plus 10%. Private vehicle mileage will be billed at the current IRS reimbursement rate (2021: \$0.560)		

Each individual Task Order will identify the **"Project"**, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 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

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

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

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

- 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 Consultant 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 "<u>Certificate of Substantial Completion</u>" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
- **11.** Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
- 12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.
- **13.** Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

- 14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
- **15.** Furnish property surveys and legal descriptions as needed to acquire additional right-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 AND DELIVERABLE SCHEDULES

#### **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.

#### **Fixed fee Payment to Consultant**

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
<b>Construction Phase</b>	To be determined by Task Order

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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting 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/Consultant 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. 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 Owner's fiscal year.

#### ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

**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 City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

#### **DELIVERABLE SCHEDULE**

#### **REPORT PHASE**

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the frame set forth in the written authorization from the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### ATTACHMENT "D" PAYMENT AND DELIVERABLE SCHEDULES

#### PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.** 

#### PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

#### ATTACHMENT "E"

	-		
ĄC	0	RD	

#### CERTIFICATE OF LIABILITY INSURANCE

	EK		ICATE OF LIA	DILI	I T INS	URANC		4/	15/2021
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 If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to tr	ie tei	rms and conditions of th	ie polic	y, certain po	olicies may i			
PRODUCER				CONTA NAME:	CT Shelly Bra	ndman/Miche	lle Weweh		
USI Southwest				PHONE	747.40		FAX (A/C, No		
9811 Katy Freeway, Suite 500 Houston TX 77024				E-MAIL ADDRE	also live in a	andman@usl.		-	
				- ALCONG.			DING COVERAGE		NAIC #
				INSURE			urance Company		29424
INSURED			WALTEMOO		RB: Hartford				19682
Walter P. Moore and Associates, Inc.					RC: Lexingto				19437
1301 McKinney, 11th Floor Houston TX 77010				INSURE					
				INSURE					
				INSURE					
COVERAGES CER	TIFIC	CATE	E NUMBER: 882745789				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT POLI	AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE	OR OTHER I S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESP D HEREIN IS SUBJECT	ECT TO	WHICH THIS
LTR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
A X COMMERCIAL GENERAL LIABILITY			61UUNOL5400		11/1/2020	11/1/2021	EACH OCCURRENCE	\$1,000	0,000
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	000
							MED EXP (Any one person)	\$ 10,00	00
							PERSONAL & ADV INJURY	\$1,000	0,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	0,000
POLICY X PRO- JECT X LOC							PRODUCTS - COMP/OP AGG	\$ 2,000	0,000
OTHER:								\$	
A AUTOMOBILE LIABILITY			61UUNOL5400		11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	000,000
ANY AUTO							BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS							BODILY INJURY (Per acciden	t) \$	
X AUTOS ONLY X AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A X UMBRELLA LIAB X OCCUR			61XHUOL5401		11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 25,00	-
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 25,00	00,000
DED X RETENTION \$ 10,000	<u> </u>						- IPER LIOTH	\$	
AND EMPLOYERS' LIABILITY Y / N			61WBOL6H36		11/1/2020	11/1/2021	X PER OTH- STATUTE ER	+	
ANYPROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,000	
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYE		-		
C Professional	<u> </u>	<u> </u>	031428121		11/1/2020	11/1/2021	E.L. DISEASE - POLICY LIMIT \$5,000,000	1 \$1,000 Per 0	
Liability Retro Date:1/1/66					1002020	1002021	\$5,000,000	Anni	Aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Blanket Additional insured on all policies (except Professional Liability and Workers Compensation) is provided if required by written contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms HG 00 01 09 16 (GL); HA 99 16 03 12 (Auto); XL 00 03 06 05 (Umb). Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.									
Blanket Walver of Subrogation is provided on General, Auto and Umbrelia Liability, Workers Compensation, See Attached									
CERTIFICATE HOLDER				CANO	ELLATION				
City of El Paso Attn: Sam Rodriguez, PE				THE	EXPIRATION ORDANCE WI	DATE THE	ESCRIBED POLICIES BE EREOF, NOTICE WILL Y PROVISIONS.		
2 Civic Center Pľaza El Paso TX 79901				AUTHO			Den's		

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

in

© 1988-2015 ACORD CORPORATION. All rights reserved.

DATE (MM/DD/YYYY)

AGENCY CUSTOMER ID: WALTEMOO

LOC #:



### ADDITIONAL REMARKS SCHEDULE

.

ACORD ADDITIONAL	LREMA	RKS SCHEDULE	Page 1 of 1
AGENCY USI Southwest POLICY NUMBER		NAMED INSURED Waiter P. Moore and Associates, Inc. 1301 McKinney, 11th Floor Houston TX 77010	
POLICE HOWBER		Housion TX 77010	
CARRIER	NAIC CODE		
ADDITIONAL REMARKS		EFFECTIVE DATE:	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACO			
FORM NUMBER: FORM TITLE: CERTIFICATE OF	F LIABILITY IN	ISURANCE	
and Professional Liability policies as required by written contract ex prohibited by law, per policy form HG 00 01 09 16 (GL); HA 99 16 0 03 04 & WC 00 03 13 (WC); LX8533 12 09 (PL).			
Policies include an endorsement providing that 30 days notice of ca payment of premium and 10 days notice of cancellation for non-pay to the Certificate Holder by the Insurance Carrier, if required by writ	ancellation for yment of prem tten contract.	reasons other than non lum will endeavor to be given	
Insured does not own any Autos.			
Traffic Engineering On-Call Consulting Services			

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

#### ATTACHMENT "F"

#### FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

#### A. <u>GENERAL REQUIREMENT FOR CONTRACT</u>

- 1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

#### B. <u>FAILURE TO COMPLY</u>

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1. Withhold progress payments or final payment,
- 2. Terminate the contract,
- 3. Seek suspension/debarment, or
- 4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

#### C. <u>CONTRACT PROVISIONS</u>

#### 1. <u>ACCESS TO RECORDS AND REPORTS</u> (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

## 2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## 3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

#### **BUY AMERICAN CERTIFICATION**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

#### \*\*\*\*\*

#### **Certificate of Buy American Compliance for Total Facility**

#### (Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark ( $\checkmark$ ) or the letter "X".

- □ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
  - a. Only installing steel and manufactured products produced in the United States; or
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic products
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- □ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
  - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

- 4. To furnish US domestic product for any waiver request that the FAA rejects.
- 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **<u>Required Documentation</u>**

**Type 3 Waiver -** The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

#### \* \* \* \* \*

#### **Certificate of Buy American Compliance for Manufactured Products**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark ( $\checkmark$ ) or the letter "X".

- □ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
  - a. Only installing steel and manufactured products produced in the United States, or;
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- □ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
  - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 3 Waiver -** The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

#### 4. <u>GENERAL CIVIL RIGHTS PROVISIONS</u> (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

#### 5. <u>CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION</u> <u>REQUIREMENTS</u> (all AIP funded projects)

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

- 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### 6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

- 1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- 2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- 3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

#### 7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT</u> <u>REQUIREMENTS</u> (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

#### 8. <u>CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR</u> <u>OFFEROR)</u> (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### 9. <u>DISADVANTAGED BUSINESS ENTERPRISES</u> (all AIP-funded projects)

**Contract Assurance (49 CFR § 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (49 CFR §26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

#### 10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	FederalAgencywithEnforcementResponsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

### 11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

#### 13. <u>**RIGHTS TO INVENTIONS</u>** (all AIP-funded projects)</u>

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### 14. <u>TERMINATION OF CONTRACT</u> (contracts that exceed \$10,000)

- 1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- 3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### 16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



### **On-call Traffic Engineering Services**

### Solicitation No: 2021-0884R June 8, 2021

*Strategic Plan Goal:* No 2 Set Standard for a Safe and Secure City

7 4/20

AD FURDITURE

1107

# **Contract Details**



Location:	City-wide
Contract Value:	\$500,000/contract
Contract Term:	Two years
	Streets capital plans





- Traffic counts, analysis of accident statistics, and assessments of speed data, roadway conditions, signal coordination evaluations, adequacy of traffic calming and control measures
- Urban transportation modeling and traffic mitigation studies
- Turning movement counts
- Trip, distribution, and mode forecasting/Traffic impact analyses
- Planning and roadway (including geometric) design
- Traffic signal, striping, and signage design
- Traffic control plans
- Bidding support/ Construction administration



# **Procurement Summary**

- Request for Qualifications advertised on February 2, 2021
  - ✓ 10 firms submitted Statements of Qualifications, 9/10 were local or have local offices.
- Recommendation
  - Award contracts to the three highest ranked firms:
    - AECOM
       Consor Engineers
       Walter P. Moore
    - ✓ Walter P. Moore









# **Mission**

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



Integrity, Respect, Excellence, Accountability, People

## Vision

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





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

# ☆ Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas

## 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

#### File #: 21-639, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Annual performance evaluation for City Attorney (551.074)



Legislation Text

#### File #: 21-640, Version: 1

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

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Annual performance evaluation for City Manager (551.074)