

Oscar Leeser
Mayor

Tommy Gonzalez
City Manager



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

NOTICE OF WORK SESSION OF THE CITY COUNCIL OF THE CITY OF EL PASO

**June 21, 2021
9:05 AM**

**Teleconference phone number 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 141-079-434#**

TEMPORARY SUSPENSION OF OPEN MEETINGS LAWS DUE TO EMERGENCY

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

Notice is hereby given that a Work Session of the City Council of the City of El Paso will be conducted on June 21, 2021 at 9:05 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: 141-079-434#

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-Monday-Work-Session.php

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

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

A quorum of City Council must participate in the meeting.

AGENDA

1. Discussion and action that the City Manager be authorized to sign an Economic Development Program Agreement (“Agreement”) between the City of El Paso (the “City”) and Charter Communications, Inc. (the “Applicant”), regarding Applicant’s improvements and expansion of its facilities at 11950 Don Haskins Drive and 8460 Gran Vista Dr., El Paso, Texas. Pursuant to the Agreement, Applicant will invest \$16,100,000; create 929 new full-time positions. In exchange, the City will provide incentives not to exceed \$309,168. [21-685](#)
District 6 & 7
Economic and International Development, Jessica L. Herrera, (915) 212-1624
2. Presentation and discussion by the COVID-19 Response and Recovery Cross-Functional Team providing information on key activities, efforts, and processes. [21-675](#)
 1. Overview (Tommy Gonzalez)
 2. City Attorney Overview (Karla Nieman)
 - a) State Disaster Declarations
 - b) Emergency Ordinances
 - c) Additional Updates
 3. Team Lead Report:
 1. Health Focus (Hector Ocaranza, M.D.)
 4. City Manager Wrap-up**All Districts**
City Manager’s Office, Cary Westin, (915) 212-1063
3. Presentation and discussion on the 2021 All-America City award and key updates focused on COVID-19 Community Response and Recovery Programs including rental assistance, utility assistance and community resource navigation services. [21-668](#)
All Districts
Community and Human Development, Nicole Ferrini, (915) 212-1659
4. Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019035 extending a Disaster Declaration due to a Public Health Emergency. [21-686](#)

All Districts

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

5. Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151; and further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169 and 019191; penalty as provided in Section 8. [21-689](#)

All Districts

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

6. Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019091, as amended by Emergency Ordinance No. 019119; Penalty as provided in Section 6. [21-697](#)

All Districts

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

7. Discussion, action and end of Legislative Session briefing regarding the City of El Paso's State Legislative Agenda for the 87th Texas Legislative Session and other State legislative matters. [21-677](#)

All Districts

City Attorney's Office, Lupe Cuellar, (915) 212-0033

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

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, Alexandra 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.** Motion to Authorize Interim Rate Adjustment to Charge Amounts of Texas Gas Service, a Division ONE Gas, Inc. - West Texas Service Area for an interim rate adjustment (GRIP - Gas Reliability Infrastructure Program) Railroad Commission of Texas (21-1008-169) (551.071) [21-688](#)
City Attorney's Office, Karla M. Nieman, (915) 212-0033
City Attorney's Office, Manuel Arambula, (915) 212-0033
- EX2.** Economic Incentives for an Infill Development located in the City of El Paso (21-1007-2744) (551.087) [21-682](#)
Economic and International Development, Jessica Herrera, (915) 212-0094
- EX3.** Economic Incentives for a Manufacturing Company to be located in the City of El Paso (21-1007-2740) (551.087) (551.071) [21-684](#)
Economic and International Development, Jessica Herrera, (915) 212-0094
- EX4.** Annual performance evaluation for City Attorney (551.074) (551.071) [21-690](#)
City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033
- EX5.** Annual performance evaluation for City Manager (551.074) (551.071) [21-691](#)
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 THURSDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

<http://www.elpasotexas.gov/>



Legislation Text

File #: 21-685, 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 & 7

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

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 an Economic Development Program Agreement ("Agreement") between the City of El Paso (the "City") and Charter Communications, Inc. (the "Applicant"), regarding Applicant's improvements and expansion of its facilities at 11950 Don Haskins Drive and 8460 Gran Vista Dr., El Paso, Texas. Pursuant to the Agreement, Applicant will invest \$16,100,000; create 929 new full-time positions. In exchange, the City will provide incentives not to exceed \$309,168.

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

AGENDA DATE: CCA Work Session: June 21, 2021

PUBLIC HEARING DATE: CCA Work Session: June 21, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Jessica L. Herrera-Director, 212-1624

DISTRICT(S) AFFECTED: 6 and 7

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

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

SUBJECT:

That the City Manager be authorized to sign an Economic Development Program Agreement ("Agreement") between the City of El Paso (the "City") and Charter Communications, Inc. (the "Applicant"), regarding Applicant's improvements and expansion of its facilities at 11950 Don Haskins Drive and 8460 Gran Vista Dr., El Paso, Texas. Pursuant to the Agreement, Applicant will invest \$16,100,000; create 929 new full-time positions. In exchange, the City will provide incentives not to exceed \$309,168. [Economic and International Development, Jessica L. Herrera, Director, (915) 212-1624]

BACKGROUND / DISCUSSION:

Charter Communications, Inc is a well-known wired communications company planning on expanding their operations in El Paso, TX. The expansion will be implemented in two locations within the El Paso city limits and result in the expenditure of a minimum of \$16,100,000 and the activation and retention of 929 new full-time positions. Upon verified compliance with all Chapter 380 contract metrics, the company will be eligible to receive the set of incentives described below.

- Incremental Personal Property Tax Rebate: 50% of the City's portion of ad valorem incremental personal property tax. 7-Year grant period. Capped at \$145,168.
- Construction Materials Sales Tax Rebate: Capped at \$34,000.
- Building and Planning Permit Fee Rebate: A one-time rebate of project-related Building and Planning permit fees. Capped at \$30,000.
- Skills Training Grant: \$100,000 (\$50,000 annually for 2 years)
- The total proposed incentive is not to exceed \$309,168.

PRIOR COUNCIL ACTION:

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

No.

AMOUNT AND SOURCE OF FUNDING:

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

General Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___NO


Revised 04/09/2021

PRIMARY DEPARTMENT: Economic and International Development
SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Eduardo Garcia

 Digitally signed by Eduardo Garcia
Date: 2021.06.14 17:40:28 -06'00'

(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 be authorized to sign an Economic Development Program Agreement (“Agreement”) between the City of El Paso (the “City”) and Charter Communications, Inc. (the “Applicant”), regarding Applicant’s improvements and expansion of its facilities at 11950 Don Haskins Drive and 8460 Gran Vista Dr., El Paso, Texas. Pursuant to the Agreement, Applicant will invest \$16,100,000; create 929 new full-time positions. In exchange, the City will provide incentives not to exceed \$309,168.

APPROVED this _____ day of _____, 2021


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Eduardo Garcia Digitally signed by Eduardo Garcia
Date: 2021.06.14 17:39:15 -06'00'

for Jessica Herrera, Director
Economic and International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement ("**Agreement**") is made ___ day of ___, 2021 ("**Effective Date**") between the City of El Paso, Texas, a Texas home rule municipal corporation, (the "**City**"), and **Charter Communications, Inc.** (the "**Applicant**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

RECITALS

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380, for the purpose of promoting local economic development and stimulating business and expanding commercial activity in the City through the expansion of Applicant's wired telecommunications company operations, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380.

The parties agree as follows:

SECTION 1. DEFINITIONS.

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

- A. "**Agreement**" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. "**Applicant**" means Charter Communications, Inc., and affiliates identified in EXHIBIT E, authorized to do business in Texas.
- C. "**City**" means the City of El Paso, Texas.
- D. "**Construction Materials Sales Tax Rebate**" means a one-time 100% rebate of the City's 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed \$34,000.00.
- E. "**Development**" The word "Development" means Applicant's wired telecommunications operations company being located in El Paso, Texas as more fully described on EXHIBIT A, which is attached hereto and incorporated herein for all purposes.

- F. **“Development Fee Rebate”** means a one-time 100% rebate of certain development fees based on the fee schedule described in the City of El Paso’s Ordinance 018581. The Development Fee Rebate shall not exceed \$30,000.00 and will be rebated upon the Applicant’s provision of the Grant Submittal Package demonstrating that the total construction cost for the Development is no less than the Qualified Expenditures amount described in this agreement.
- G. **“Effective Date”** means the date the El Paso City Council approves the Agreement.
- H. **“Event of Default”** shall have the meaning set forth in Section 5 hereof.
- I. **“Event of Nonappropriation”** 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.
- J. **“Full-Time Employment”** means a job requiring a minimum of 1,820 hours of work averaged over a 12-month period, including allowance for vacation and sick leave and full company benefits. Such company benefits must include company paid contributions to health insurance wherein the employee does not pay more than 50% of the premium for those employees that choose to participate. Full-Time Employment position must be located at the Development. Requirements concerning Full-Time Employment are more completely described in Exhibit B, which is attached and incorporated herein for all purposes.
- K. **“Grant”** means each rebate payment made by the City to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the City will provide in Grants shall not exceed **\$309,168.00**. This aggregate amount reflects the sum total of all applicable rebates.
- L. **“Grant Submittal Package”** means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as Exhibit C to this Agreement.
- M. **“Minimum Appraisal Value”** means the valuation of the Personal Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the combined Minimum Appraisal Value is **\$8,000,000**. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- N. **“Minimum Investment”** means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment is **\$16,100,000.00**.

- O. **"Property"** means the real and personal property located at 11950 Don Haskins Drive, El Paso, TX 79936 and 8460 Gran Vista Dr. El Paso, TX 79907 in El Paso County, Texas, and more specifically described in Exhibit A.
- P. **"Personal Property Tax Rebate"** means a rebate, according to the Incremental Property Tax Rebate Table found in Exhibit D of this Agreement, of the City's portion of the incremental ad valorem property tax revenue generated by the Applicant above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Property Tax Rebate amount shall not exceed **\$145,168.00**.
- Q. **"Qualified Expenditures"** means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- R. **"Personal Property"** means the personal property owned or leased by Applicant located at the Development.
- S. **"Skills Training Grant"**. The words "Skills Training Grant" mean a reimbursement from the City in an aggregate amount of \$100,000.00 to be disbursed in payments of \$50,000.00 annually for two years after August 20, 2024 for costs associated with training materials, training equipment, monthly training classes and certifications. This Grant is payable from the City's Impact Fund, Texas Economic Development fund or any other account available to the City, via multiple allocations; at the City's discretion.

SECTION 2. TERM AND GRANT PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) 10 years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing ("Term").
- B. Applicant's eligibility for Grant payments shall be limited to 7 consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) Applicant shall renovate or construct, at its sole cost and expense, the Development and shall expend a minimum of **\$16,100,000.00** in Qualified Expenditures to construct the Development.

- (2) Applicant shall obtain all building permits for the Development within **12** months after the Effective Date.
- (3) Within **24** months after the Effective Date, Applicant shall submit documentation to the City to verify the following:
- (a) The expenditure of a minimum of **\$16,100,000.00** in Qualified Expenditures; and
 - (b) That Applicant has received a **Certificate of Occupancy** for the Development.
- (4) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- (5) Applicant agrees that during the Term of this Agreement, the Property shall be limited to those uses consistent with the Development.
- (6) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.
- (7) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of **\$8,000,000** or less. 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 (N) above and thereafter as adjusted annually for normal depreciation during the term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, not the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.
- (8) 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 operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.
- (9) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

B. EMPLOYMENT POSITIONS

(1) Applicant agrees that it 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 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. The transfer of an existing Full-Time Employment position from Applicant's existing business site to Applicant's new Development does not qualify as creating and staffing a Full-Time Employment position for purposes of this Agreement.

(2) Applicant shall provide the City with an annual report by **August 20th** 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.

C. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

(1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on **August 20, 2024**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after **August 20th** of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.

(2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.

(3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed **\$34,000.00** in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Development Fee Rebate not to exceed **\$30,000.00** in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Property Tax Rebate not to exceed **\$145,168.00** in accordance with the terms and provisions of this Agreement.
- D. The Skills Training Grant payments shall be made as follow:

Grant Period years 1 through 2 – \$50,000.00 per year for Grant years 1 through 2 from the Economic Development Impact Fund account derived from the franchise fee paid to the City pursuant to the Franchise Agreement adopted by Ordinance No. 017460 (amended by Ordinance 018772) for a total grant of \$100,000.00.

The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default:

- A. **Failure to Operate and Maintain Development and Job Requirements.** Applicant's failure or refusal to operate the Development and maintain required Full Time Employment pursuant to this Agreement (expressly including, without limitation, the provisions of Section 1 and Section 2 of Exhibit B hereto) through the Grant Period, and Applicant'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 has 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, provided the cure is ultimately cured within 120 days of the original notice by City.
- B. **False Statements.** Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 60 days after Applicant learns of its false or misleading nature.

- C. **Insolvency.** Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant. The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.
- D. **Property Taxes.** In the event Applicant allows any personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 60 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 shall have the right to contest the appraised value of the Development.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 60 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 60 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity.
- G. **Liability.** To the extent allowable by Texas Law; 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. RECAPTURE.

Should the Applicant default under Section 4 of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 8. GENERAL PROVISIONS

- A. **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. **ASSIGNMENT OF APPLICANT'S RIGHTS.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- C. **APPLICANT'S SALE OR TRANSFER OF THE DEVELOPMENT.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **AUTHORITY TO BIND.** The individual executing this Agreement on Applicant's behalf represents and warrants that he or she has the power and authority to bind Applicant and the affiliates identified on Exhibit D to the terms and obligations of this Agreement.
- 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 behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **COMPLETION OF DEVELOPMENT.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development in accordance with all applicable federal, state and local laws and regulations.

- G. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. EMPLOYMENT OF UNDOCUMENTED WORKERS. During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- I. NO JOINT VENTURE. The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- J. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- K. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "business days" means Monday through Friday excluding City of El Paso holidays and "calendar days" means Monday through Sunday excluding City of El Paso holidays.
- L. 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.
- M. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
Attn:
P. O. Box 1890
El Paso, Texas 79950-1890

To the Applicant: Jessica M. Fischer,
Executive Vice President, Finance
Charter Communications, Inc.
400 Washington Boulevard
Stamford, CT 06901

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

- N. CONFIDENTIALITY. The Applicant acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act or TPIA). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act). The 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 and in accordance with TPIA 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.
- O. GOVERNING LAW. This Agreement is governed by Texas law.
- P. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- Q. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement. 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.

- R. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- S. **GOVERNMENTAL FUNCTIONS.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- T. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- U. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Applicant will allow the City to inspect and copy all records pertaining to the Development of this Agreement.
- V. **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. The party wishing to avail themselves of this provision must provide timely notice to the other party, with timely notice being within 180 days of the force majeure event.
- W. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Applicant, and the Applicant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- X. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- Y. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- Z. **REPRESENTATIONS AND WARRANTIES.** The Applicant warrants to the City that the Applicant has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- AA. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

BB. 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.

[Signatures begin on the following page.]


IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date above.

CITY
CITY OF EL PASO:

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: 2021.06.14 17:38:14 -06'00'

Jessica Herrera Director
for Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

My Commission Expires:

Notary Public, State of Texas

[Signatures continue on the following page]

Charter Communications, Inc.

Devi M. S.

Jessica M. Fischer
Executive Vice President, Finance

STATE OF Connecticut §
COUNTY OF Fairfield §

This instrument was acknowledged before me on the 3rd day of June, 2021, by Jessica M. Fischer as Executive Vice President, Finance for Charter Communications, Inc.

SP2 Harris

Notary Public, State of Connecticut

5/31/26

Susan Harris
NOTARY PUBLIC
State of Connecticut
My Commission Expires 5/31/2026



EXHIBIT A

Development

Charter Communications, Inc. is a telecom/mass media company that operates in 41 states. As part of this expansion, the company will invest a minimum of \$16,100,000 with \$7.3 million scheduled for building improvements, \$3 million budgeted for computer purchases, \$5 million allotted for business-related furniture, fixtures and equipment acquisitions and the remaining \$800,000 for local employee training programs. The company will also activate and retain 929 full-time positions across the grant period, paying an average hourly salary of \$20.40, upon full employment activation.

Location and Legal Description

Considered Physical Addresses:

Location A:

11950 Don Haskins Drive, El Paso, TX 79936

Legal Description:

449 VISTA DEL SOL #163 5 (EXC NWC) (312956.00 SQ FT)

Location B:

8460 Grand Vista Dr., El Paso, TX 79907

Legal Description:

54 YSLETA

8A3(0.8818AC)& 8A8(0.1164AC)&

9A3(0.9139AC)&9A4(0.5178AC)&

10A3(0.4128AC)&10A4(0.3133AC)

EXHIBIT B

[Employment Requirements & Grant Payment Eligibility]

SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order for the Applicant to be eligible for any Grant Payments Applicant is required to create and retain the amount of Full-Time Employment positions shown in Table 1 for the respective year, at the wages shown in Table 2 for the respective position, by December 31 of each full tax year during the Grant Period.

Table 1: Job Creation Schedule

Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Existing Jobs	0	449	929	929	929	929	929
New Jobs	449	480	0	0	0	0	0
Total Jobs	449	929	929	929	929	929	929

Table 2: Employee Count and Wages

Title or Occupation Number of Positions Average Wage per Employee Annual Salary	Count	Hourly Wage	Annual Wage	Total Annual Wages
BU A - Training Facilitator	1	\$28.28	\$58,822.40	\$58,822.40
BU A - Human Resources Generalist	1	\$33.57	\$69,825.60	\$69,825.60
BU A - Human Resources Coordinator	1	\$21.12	\$43,929.60	\$43,929.60
BU A - Human Resources Recruiter	1	\$25.90	\$53,872.00	\$53,872.00
BU A - Manager	2	\$41.48	\$86,278.40	\$172,556.80
BU A - Supervisor	15	\$28.69	\$59,675.20	\$895,128.00
BU A - Lead	20	\$21.71	\$45,156.80	\$903,136.00
BU A - Agent	385	\$20.00	\$41,600.00	\$16,016,000.00
BU A - Workforce Coordinator	1	\$26.02	\$54,121.60	\$54,121.60
BU A - Workforce Administrator	1	\$23.64	\$49,171.20	\$49,171.20
BU A - Reports Coordinator	1	\$22.54	\$46,883.20	\$46,883.20
BU B - Agent	478	\$20.00	\$41,600.00	\$19,884,800.00
BU B - Lead	7	\$21.73	\$45,198.40	\$316,388.80
BU B - Supervisor	7	\$25.77	\$53,601.60	\$375,211.20
BU B - Manager	2	\$34.33	\$71,406.40	\$142,812.80
BU B - Facilitator	2	\$26.01	\$54,100.80	\$108,201.60
BU B - Human Resources Generalist	1	\$31.15	\$64,792.00	\$64,792.00
BU B - Human Resources Coordinator	1	\$21.13	\$43,950.40	\$43,950.40
BU B - Recruiter	2	\$31.15	\$64,792.00	\$129,584.00
	929			\$39,429,187.20

SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

Applicant remains eligible for Grant Payments so long as required number of Total Full-Time Employees, as stated in this Exhibit B, is met on an annual basis.

An annual Grant payment is contingent upon the Applicant providing sufficient proof, as determined by the City, that it has created and retained at least ninety percent (90%) of the jobs required (see Exhibit B, Section 1, Table 1) during the full tax year. In calculating the percentage of required jobs maintained, numbers will be rounded to the nearest whole number, looking at the first digit after the decimal point. If the first digit after the decimal point is less than 5 (1, 2, 3, 4), the number is rounded down. If the first digit after the decimal point is 5 or greater (5, 6, 7, 8, 9), the number is rounded up. For example, 96.36 would be rounded down to 96; and 96.53 would be rounded up to 97.

For illustrative purposes only:

If during the first year, Applicant creates and retains 431 new positions, or 96% of the required 449 jobs, Applicant would be eligible for a Grant payment for Year 1.

Grant payments will be reduced by ten percent (10%) for every one percent (1%) drop in the Applicant's job creation numbers, noted in Section 1 of Exhibit B, from 100% to 90%.

For illustrative purposes only:

During the first year, Applicant maintains 96% of the required 450 FTE positions; Grant Payments would be reduced by 40% (10% per 1% of job retention percentage).

Should applicant fall below the 90% threshold, no Grant Payment will be owed to the Applicant for the Grant Period.

SECTION 3. TERMINATION

In the event the Applicant fails to meet employment requirement during two consecutive years, this Agreement will automatically terminate.

EXHIBIT C

Grant Submittal Package Form

Charter Communications, Inc. believes that it has substantially met its obligations under the Chapter 380 Agreement dated the __ day of _____, 20 __. Pursuant to the Agreement, Applicant submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. **[INITIAL GRANT SUBMITTAL ONLY]** Copies of all applicable approvals and permits
2. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development;
3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate;
4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures to date and not previously verified,
5. **[INITIAL GRANT SUBMITTAL ONLY]** Certificate of Occupancy
6. **Property Tax** Payment Receipt(s) showing proof of payment for tax year ____;
7. **Job Certification** Annual report plus eligible attachments and documentation showing **proof of health insurance** coverage were company pays a minimum of 50% of employee premium.
8. Documentation to evidence **Skills Training Grant** expenditures that includes the following:
 - a. Training Materials
 - b. Training Equipment
 - c. Courses
 - d. Certifications (if applicable)

[Signatures begin on the following page]

It is understood by **Applicant** 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.

Charter Communications, Inc.

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____,
as _____ of **Charter Communications, Inc.**

Notary Public, State of _____
My Commission Expires:

EXHIBIT D

Property Tax Rebate Table

Year	Rebate Percentage
Year 1	50%
Year 2	50%
Year 3	50%
Year 4	50%
Year 5	50%
Year 6	50%
Year 7	50%

Note: Final annual rebate percentages will be adjusted, if needed, in accordance with the requirements and formulas detailed in Section 2 of Exhibit B contained in this document.

EXHIBIT E

Legal Entities to Chapter 380 Incentive Agreement

Additional Participating Entities:

Charter Communications Operating, LLC

Charter Communications Holding Company, LLC

Charter Communications, LLC

Charter Communications VI, LLC

Charter Distribution, LLC

Marcus Cable Associates, LLC

Spectrum Gulf Coast, LLC



Charter Communications Inc. 380

Economic & International Development

June 21, 2021

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development. 1.1 Stabilize and expand El Paso's tax base



Project Description: Background

- **Charter Communications** is a Fortune 100 telecom/mass media company that operates in 41 states
- There are **811 existing** employees in El Paso (*annual payroll \$32,400,000*)
- The company is currently is working to establish a set of locations for **new operation centers**
 - *Customer Service Operations*
 - *Tech Chat Service*



Project Description: Investment

As part of this expansion, **Charter Communications** will invest a total of **\$16,100,000**.

- **\$7,300,000** is scheduled for building improvements
- **\$8,800,000** will be invested in necessary computers, furniture, fixtures and equipment and training programs.
 - *Computers* (\$3,000,000)
 - *FF&E* (\$5,000,000)
 - *Workforce Training* (\$800,000)



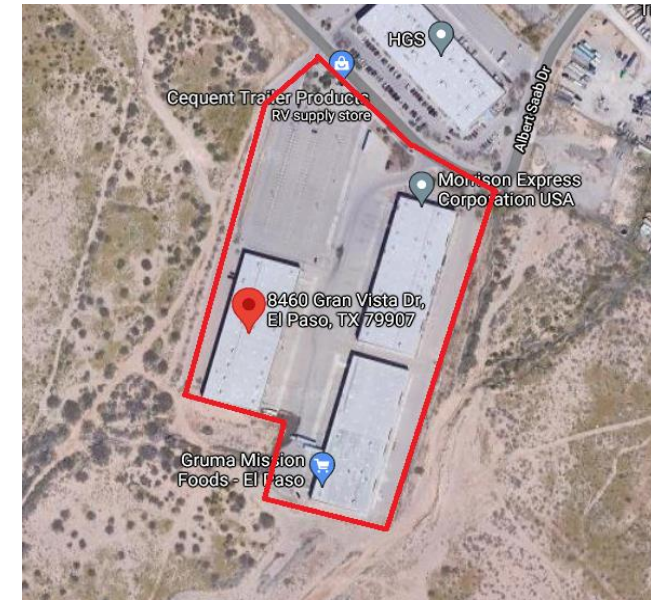
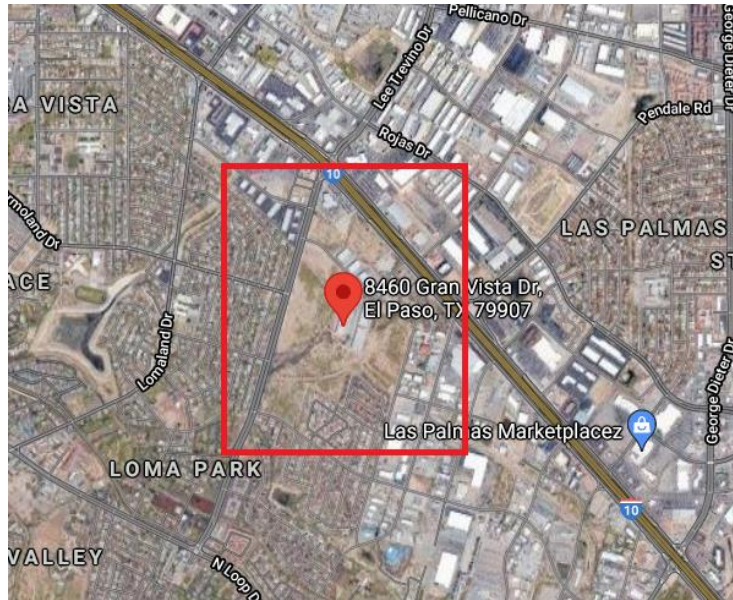
Project Description: Job Creation

In order to qualify for incentives, **Charter Communications** will be required to **activate and retain 929 new full-time positions** at the new operation centers.

- Will Create and Retain **929 FTEs**
- Will pay an average annual wage of **\$42,431** (\$20.40/hr.)
- Proposed average salary is 28% above current EP Median County Wage (\$14.70/hr.)
- Estimated Annual Payroll of **\$39,420,366**
(Upon Full Job Rollout at Yr. 3)
- Approval will bring their total local employment to over **1,740 positions**

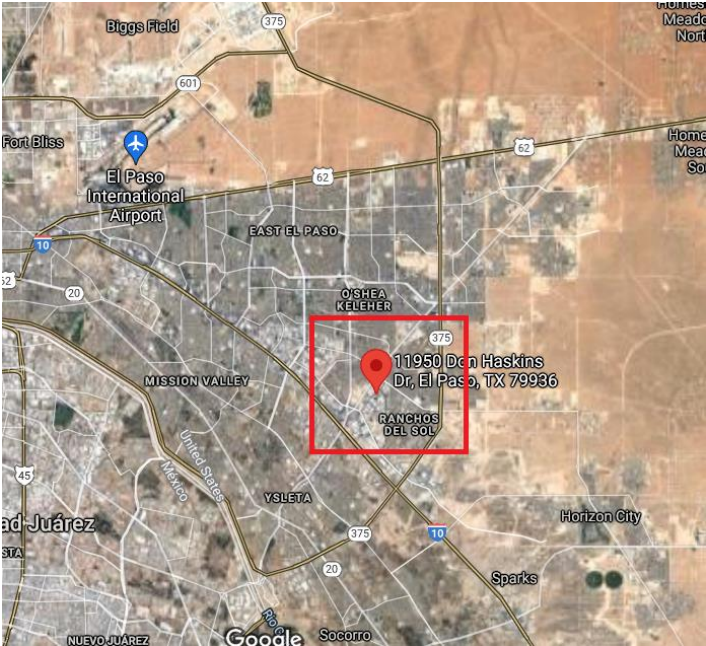


Project Description: Location A (8460 Gran Vista Dr., El Paso, TX 79907) *



* District 7

Project Description: Location B (11950 Don Haskins Drive, El Paso, TX 79936) *



* *District 6*



City Incentive Proposal: Overview

Incremental Personal
Property Tax Rebate

\$145,168

(7 Years @ 50%)

Construction Materials
Sales Tax Rebate

\$34,000

Permit Fee Rebate

\$30,000

Skills Training Grant

\$100,000

(Across 2 Years)

\$309,168

Total Incentive Package

Community Tax Benefit

7-Year Property Tax Inflow *(Net Est.)*

City of El Paso	El Paso County	ISDs	EPCC	UMC
\$563,826	\$368,103	\$1,011,239	\$105,282	\$201,552

TOTAL
\$2,250,002

** Note: Pre 381 Incentive Value*



Action Request

That the City Manager be authorized to sign an Economic Development Program Agreement ("Agreement") between the City of El Paso (the "City") and Charter Communications, Inc.



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 #: 21-675, 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, Cary Westin, (915) 212-1063

AGENDA LANGUAGE:

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

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

1. Overview (Tommy Gonzalez)
2. City Attorney Overview (Karla Nieman)
 - a) State Disaster Declarations
 - b) Emergency Ordinances
 - c) Additional Updates
3. Team Lead Report:
 1. Health Focus (Hector Ocaranza, M.D.)
4. City Manager Wrap-up

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

AGENDA DATE: June 21, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Senior Deputy City Manager, Cary Westin (915) 212-1063

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6 Set the Standard for Sound Governance and Fiscal Management
Goal 8 Nurture and Promote a Health Sustainable Community

SUBGOAL:

6.4- Implement leading-edge practices for achieving quality and performance excellence

6.5- Deliver services timely and effectively with focus on continual improvement

8.1- Deliver prevention, intervention, and mobilization services to promote a healthy, productive, and safe community

SUBJECT:

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

1. Overview (Tommy Gonzalez)
2. City Attorney Overview (Karla Nieman)
 - a) State Disaster Declarations
 - b) Emergency Ordinances
 - c) Additional Updates
3. Team Lead Report:
 1. Health Focus (Hector Ocaranza, M.D.)
4. City Manager Wrap-up

BACKGROUND / DISCUSSION:

The COVID-19 Response + Recovery Cross-Functional Team is comprised of ten multi-disciplinary teams focused on the continued planning, development and implementation of actions supporting key impact areas. Ongoing updates will be provided to share key information and upcoming items.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

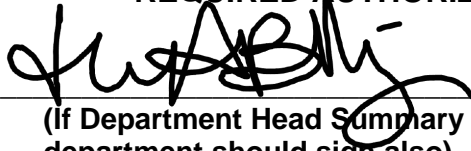
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

A handwritten signature in black ink, appearing to be 'J. Smith', is written over a horizontal line.

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

COVID-19 Response + Recovery Cross- Functional Team Update

6.21.2021

Table of Contents

- 1. Overview (Tommy Gonzalez)**
- 2. City Attorney Overview (Karla Nieman)**
 - a) State Disaster Declarations**
 - b) Emergency Ordinances**
 - c) Additional Updates**
- 3. Team Lead Report:**
 - 1. Health Focus (Hector Ocaranza, M.D.)**
- 4. City Manager Wrap-up**

1. Overview

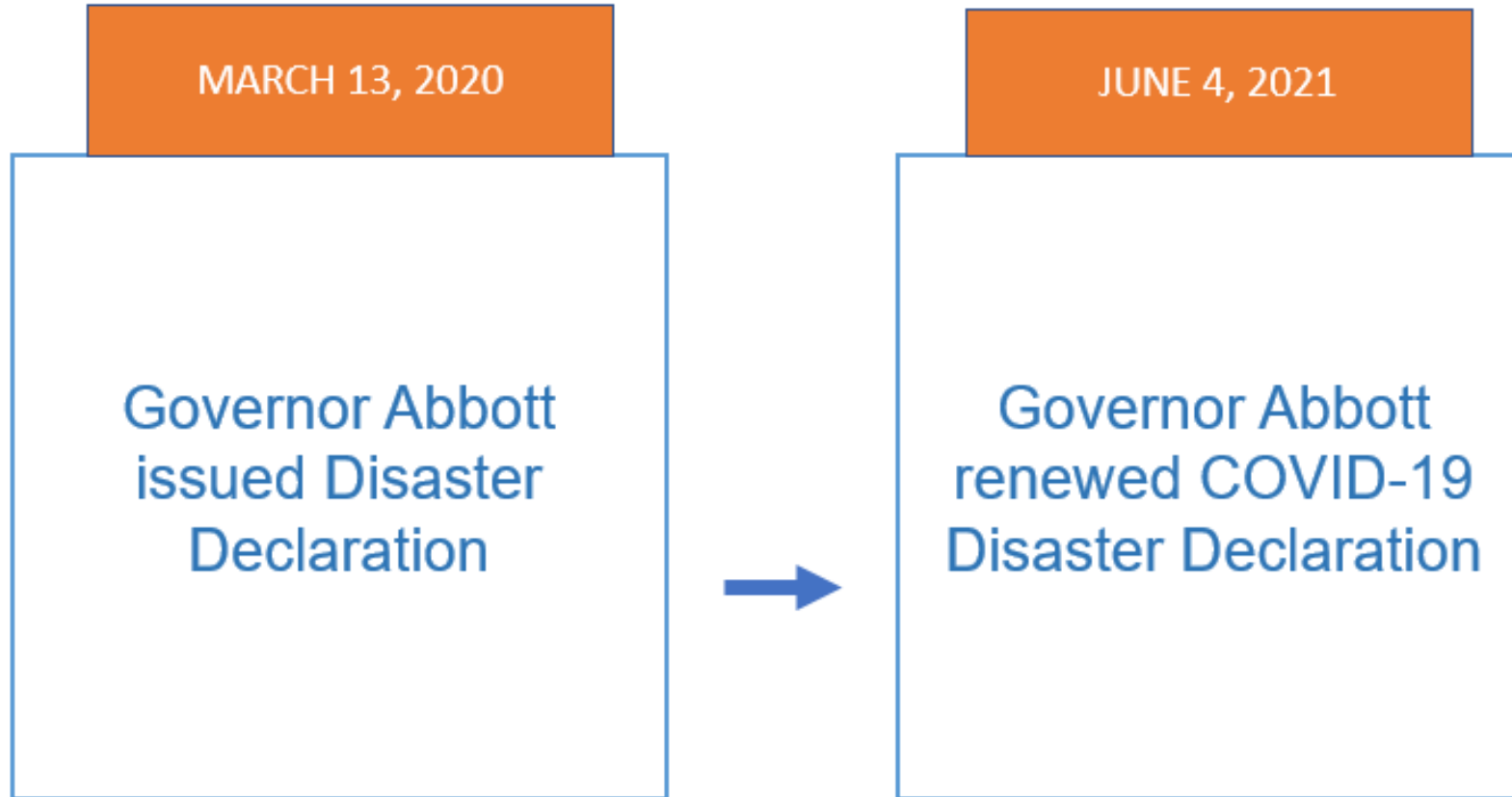
Tommy Gonzalez

2. CAO Overview

- a) State Disaster Declarations
- b) Emergency Ordinances
- c) Additional Updates

Karla Nieman

State Disaster Declarations



Emergency Ordinances

Ordinance	Adoption Date	Most Recent Re-enactment	Expires
Disaster Declaration Ord. No. 019035	3/17/2020	5/24/2021	6/23/2021
Emergency Measures Ord. No. 019036	3/17/2020	5/24/2021	6/23/2021
Public Right of Way Ord. No. 019091	8/31/2020	5/24/2021	6/23/2021

Additional Updates

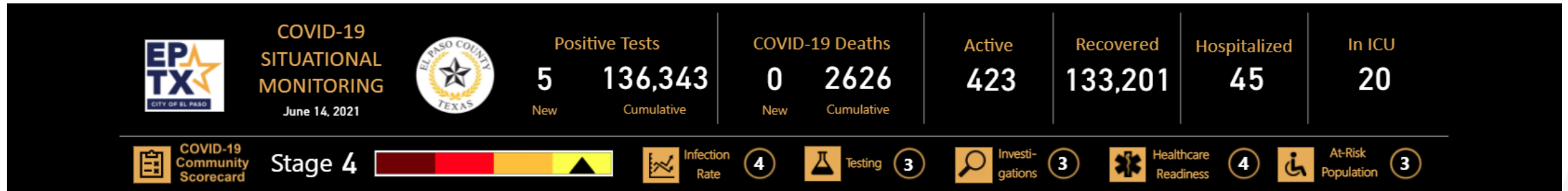
- ❖ State of Texas vs. City of Austin & Travis County – Litigation – mask mandate
 - ❖ June 9, 2021 – Joint Stipulated Motion to Dismiss was filed
 - ❖ June 11, 2021 – Parties' Motion to Dismiss was granted
- ❖ 9/4/20 – 5/5/21 - HHS/CDC Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19 – for nonpayment of rent
 - ❖ 5/5/21 – Federal judge overturned CDC Order
 - ❖ 5/5/21 – DOJ filed Notice of Appeal
 - ❖ 5/5/21 – Temporary administrative Stay granted
 - ❖ 6/2/21 – Emergency Stay upheld by DC Appeals Court
 - ❖ 6/3/21 – Application filed with U.S. Supreme Court to vacate the stay

4. Team Lead Reports

1. Health Focus

Hector I. Ocaranza, M.D.

COVID-19 Summary



- ❖ Continue to observe a consistent decline and overall improvement on Pandemic's three of the main indicators as we advance in vaccination
- ❖ New Cases 7-day Avg have been below 3 new cases/100,000 for the month of June (very low incidence rate)
- ❖ Hospitalizations 7-day Avg has been below 75 for the month of June
- ❖ Hospitalizations TSA I continues to decline

New Cases Comparison

METRIC
Cases per 100K

PAST # OF DAYS
180

LOCATIONS
Texas; El Paso County, TX



METRIC
Cases per 100K

PAST # OF DAYS
60

LOCATIONS
Texas; El Paso County, TX



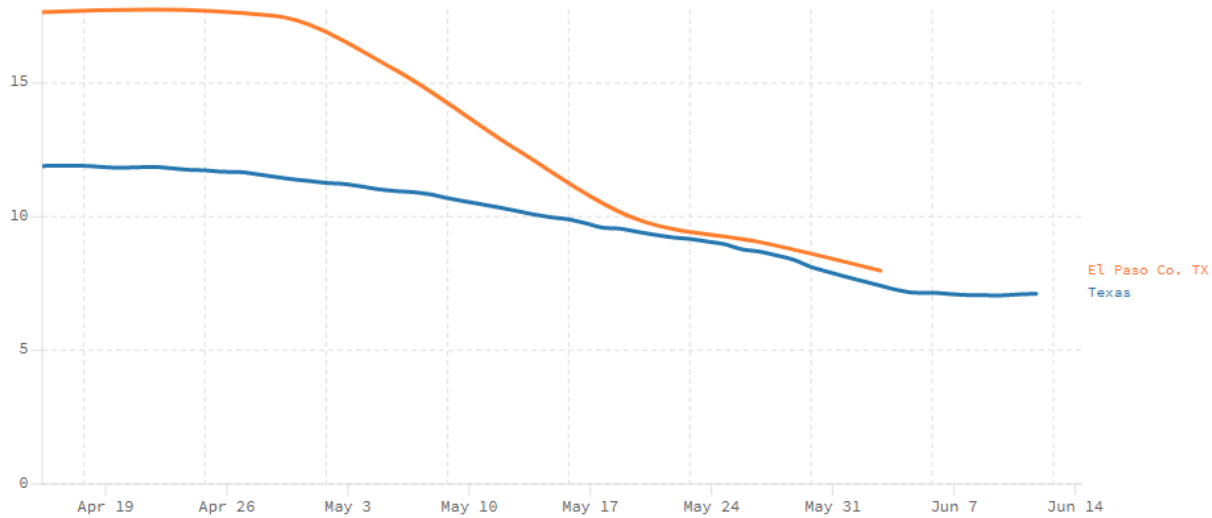


Hospitalizations Comparison

METRIC
Hospitalizations per 100K ▾

PAST # OF DAYS
60 ▾

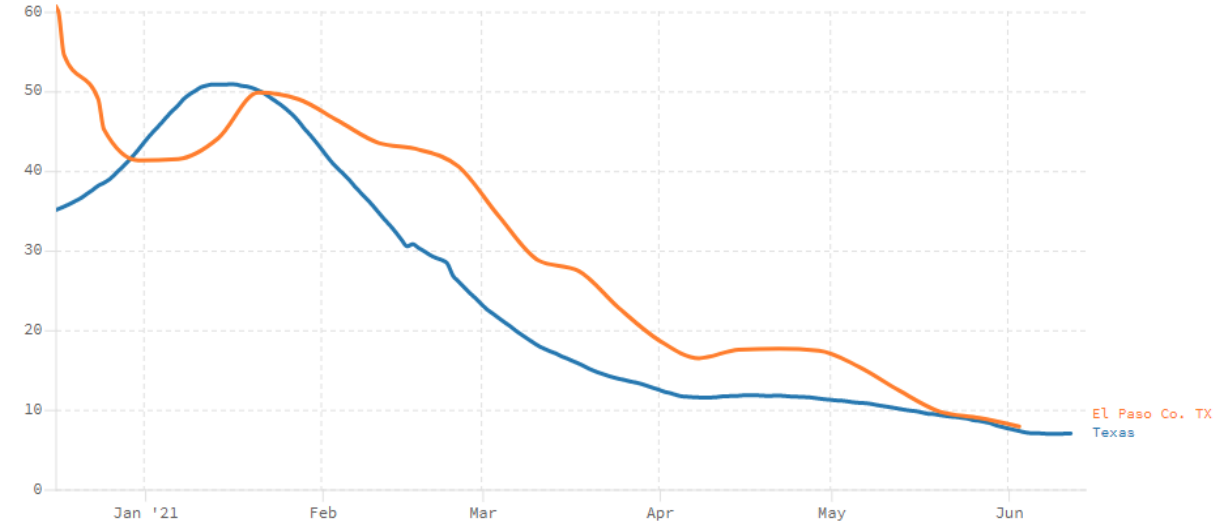
LOCATIONS
Texas; El Paso County, TX ▾



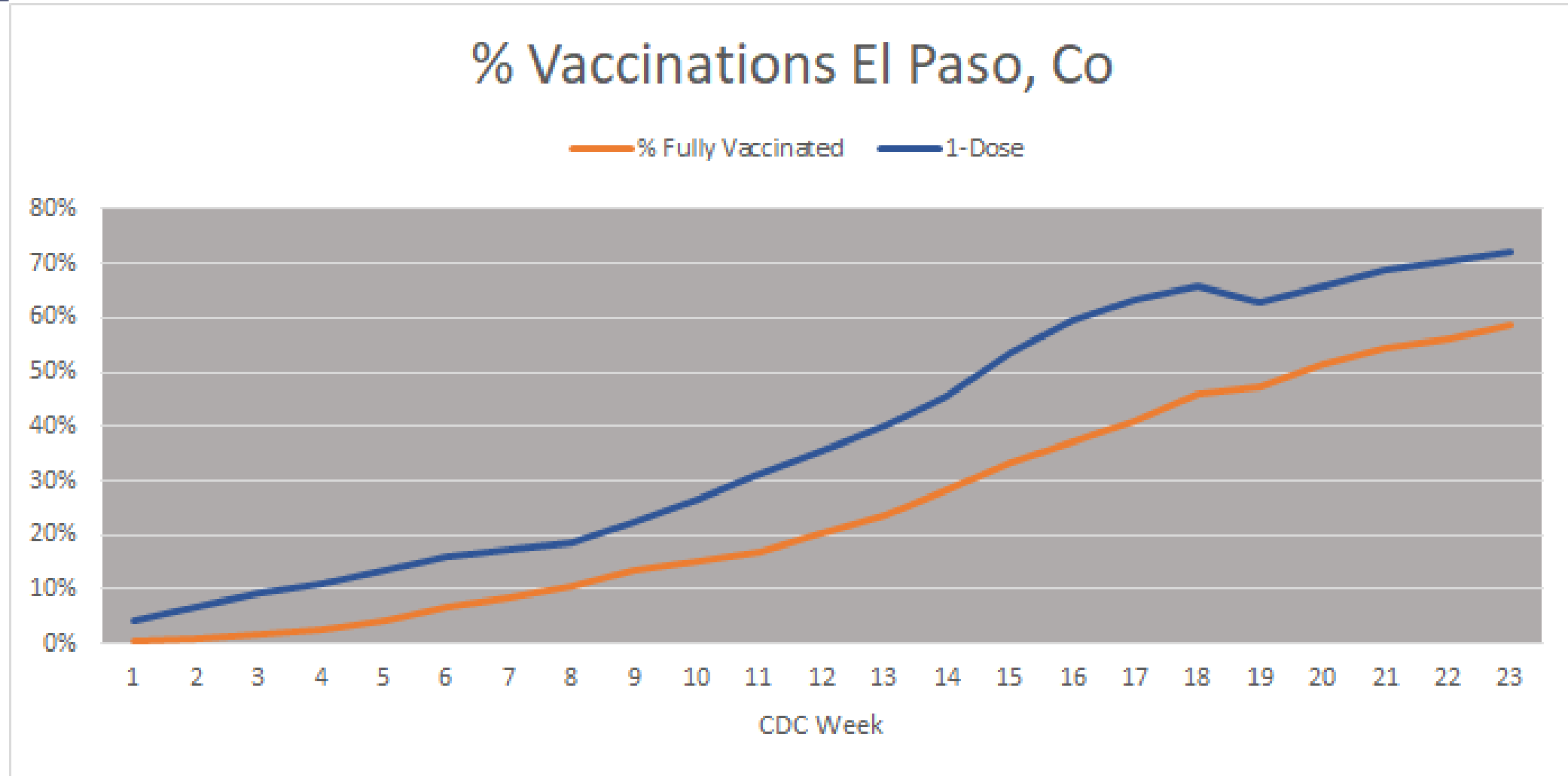
METRIC
Hospitalizations per 100K ▾

PAST # OF DAYS
180 ▾

LOCATIONS
Texas; El Paso County, TX ▾



Vaccination in El Paso



5. City Manager Wrap Up

Tommy Gonzalez

Thank you!



Legislation Text

File #: 21-668, 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

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

AGENDA LANGUAGE:

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

Presentation and discussion on the 2021 All-America City award and key updates focused on COVID-19 Community Response and Recovery Programs including rental assistance, utility assistance and community resource navigation services.

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

DEPARTMENT: Community + Human Development

AGENDA DATE: June 21st, 2021

CONTACT PERSON/PHONE: Nicole Ferrini, Director 915-212-1659

DISTRICT(S) AFFECTED: All

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

SUBJECT:

Presentation and discussion on the 2021 All-America City award and key updates focused on COVID-19 Community Response and Recovery Programs including rental assistance, utility assistance and community resource navigation services.

BACKGROUND / DISCUSSION:

The City of El Paso was named as a 2021 All-America City outlining three community projects that addressed the city's most pressing challenges that included: El Paso United Family Resiliency Center, COVID Response for Vulnerable Populations and Equity Response to tragedy. The City of El Paso had previously won the prestigious award in 1969, 2010, 2018 and 2020.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

APPROVED FOR AGENDA:

CITY MANAGER: _____



DATE: _____

El Paso, Texas

2021 All-America City Awards



MISSION STATEMENT

To advocate, connect, and deliver social services to communities, ensuring a dignified and meaningful life for all.

Andrea Ramirez
Chief Executive Officer

COVID-19 FINANCIAL RELIEF

Need help paying for utilities?

AmistadCARES

Utility Assistance Program

Call us today 915.298.7307

(Select Option 1 + Option 1 + Zip Code)

www.projectamistad.org/amistadcares



On August 1, 2020, the City of El Paso granted Project Amistad \$500,000 in CARES Act funding to provide utility assistance to residents living within city limits.

After successfully dispersing the funds in 2020, the City of El Paso once again granted Project Amistad \$4 million for utility assistance on January 25, 2021.

Amistad**CARES** Requirements

Who qualifies?

Households with incomes no more than 80% of area median income (AMI)*

Household must meet the following conditions:

*AMI income limits depend on number of persons in family.
Based on El Paso, TX HUD Metro FMR Area:

1- \$33,000.00	2- \$37,700.00	3- \$42,400.00	4- \$47,100.00
5- \$50,900.00	6- \$54,650.00	7- \$58,450.00	8- \$62,200.00

- One or more individual in the household has:
 - Qualified for unemployment benefits **OR**
 - Has experienced a reduction in household income,
 - Incurred significant costs,
 - Experienced other financial hardship due directly or indirectly to the pandemic**AND**
- Has received a past due utility notice

Requirements:

- Must reside within the City of El Paso limits
- Have an active and verifiable account with utility company
- Must reside within the property for which the assistance is being requested
- Must NOT be receiving utility assistance from other sources

Amistad**CARES** 2021 Results

13,463

Total calls received for 2020
and 2021 to date

2,429

Total families served to
date

8

Resource Coaches
intaking and processing
applications

\$1.9 m

Assistance Provided to
Date

\$908,578.97

Water

\$725,306.09

Electric

\$357,795.83

Gas

Amistad**CARES** Challenges

Each client is eligible for up to 12 months of utility assistance.

- If we assist a client with 6 months of past due expenses, they remain eligible to receive up to 6 months of utility assistance if needed to complete the 12 months.

Decrease in Clients

- The decrease in clients was due to income tax returns, and stimulus checks being received. We received calls from clients wanting to cancel their appointment as they had paid their utility bills with their income tax and stimulus returns.

March saw a reduction of clients by 24% compared to **Feb**

April saw a reduction of clients by 50% compared to **March**

May saw an increase in clients by 17% compared to **April**

Reaching Out and Creating Awareness

- When we noticed the trend in decreasing clients, we executed various strategies that were more grassroots than mainstream media. We provided outreach at food banks, grocery stores, apartment complexes, restaurants, etc. Contact the clients that only had a few months of support provided. As noted this was successful as it increased our numbers for May.

Amistad is Full with Love

On 5/14/2021 a single mother walked into Amistad requesting assistance with her utilities. Her water had been disconnected for several days. She is hearing impaired and was struggling with communication with the various utility companies. She did not have access to the bills and no way to obtain them as she was a victim of DV by her husband and they were separated. With little time and through the translators, Amistad- the Resource Coach (Michelle) was able to get the bills transferred to her name for submittance to AmistadCARES. She was provided with resources to further assist her in the community as well.

During their visit to Amistad, the Resource Coach provided the client's daughter with a clipboard, some paper and a bag of pens to allow her to entertain herself while her mom was on the phone with the utility companies. The child spoke briefly to the Resource Coach, and she asked her how old she was, etc.. The daughter shared that her Mom was hurt and upset that they had to use the bathroom in the backyard because the water was disconnected. As you can see from this picture, that she made for the Resource Coach- this child just saw **love**.

From the Resource Coach: The attached picture was drawn by the very reason why I do what I do every day. If only we could have the heart of a child and see life through their eyes..... Oh what a wonderful world this would be. **#Amistadislove**



PASO DEL NORTE
COMMUNITY FOUNDATION



BakerRipley
Community Developers

connectivetx

BARRACUDA

City of El Paso Rental Assistance 2021

Total Rent Commitments

\$4,172,059

Funds Provided to date

\$2,003,453.01

Tenant Applications

1,652

Number of Landlords

778

Participating Properties

1,117

Average months of rent paid

5

Average Rent

\$772

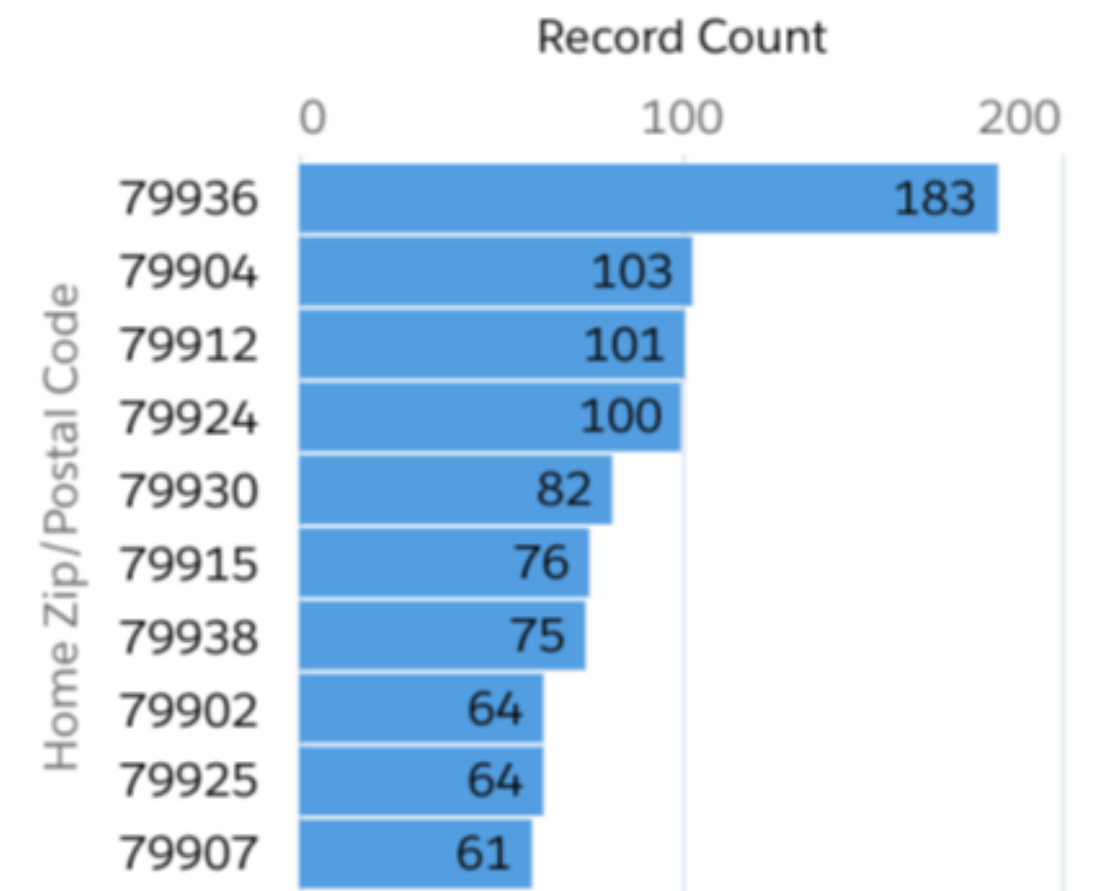
Of Rental Assistance Paid to Date:

Under 30% AMI – **78%**

Under 50% AMI – **16%**

Under 80% AMI – **6%**

Top 10 Property Zip Codes



“We’re very excited for the support this program offers as we still have so many tenants in need.” – *Esmeralda Adams, La Privada Apartments*

www.eprenthelp.org

QUESTIONS?

The logo for EPRENT HELP is a circular emblem. It features a thick blue outer ring. Inside the ring, the words "EPRENT" and "HELP" are stacked vertically in a large, bold, black, sans-serif font. The text is set against a white background that is partially covered by a yellow diagonal band running from the top right to the bottom left. The overall design is modern and high-contrast.

EPRENT
HELP

EL PASO UNITED

An Initiative of the United Way of El Paso County



United Way of
El Paso County



YOUR PRESENTERS



Christina Lamour

UWEPC, Vice President of Community Impact



Jorge Camargo

CRC Outreach Coordinator



ABOUT UNITED WAY

- The United Way of El Paso County, with corporate partners, organizations, donors and volunteers, stands up for the education, health and basic needs and financial stability of every person in our community.
- As part of the basic needs impact area– United Way of El Paso County is dedicated to disaster response within the community.

THE FRC



&



THE CRC

EL PASO UNITED

A United Way of El Paso County Initiative

The El Paso United initiative was established to promote long-term resiliency and encourage healing throughout the broader community. This initiative includes the Family Resiliency Center (FRC), which supports those affected by the August 3rd tragedy, and Community Resiliency Center (CRC), which supports those financially impacted by COVID-19.

07

United Way of El Paso County | **El Paso United**

DEFINING NAVIGATION

nav·i·ga·tion *noun*

- the process or activity of accurately ascertaining one's position and planning and following a route

El Paso United utilizes resource navigation to learn the needs of community members, access available resources, and assist the community member in navigating to available opportunities.

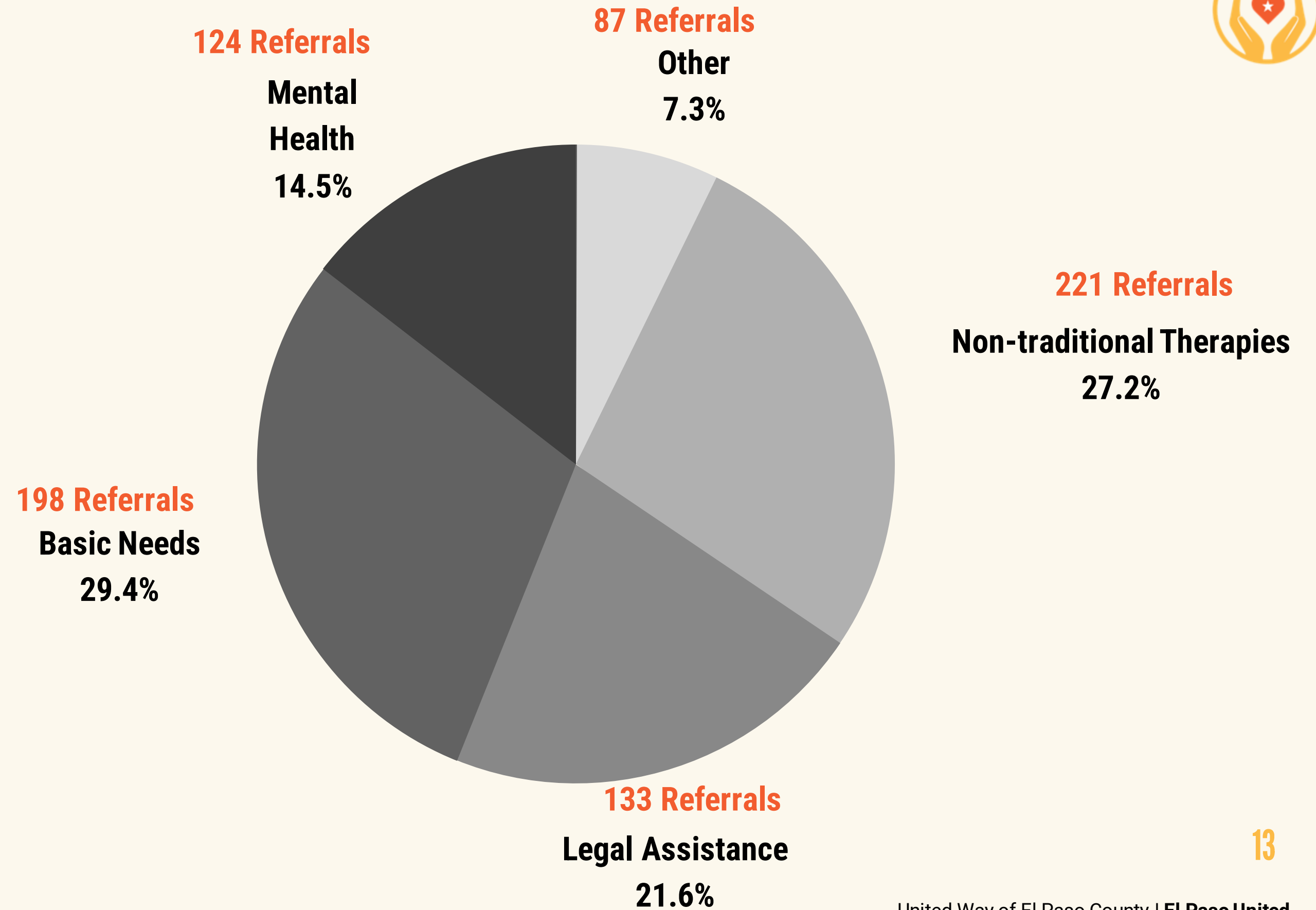
Resource navigation may be defined as guiding individuals and families in understanding and accessing social services based on need and availability.



FRC DATA

ONE YEAR MILESTONES

181 CASES PROVIDING
799 REFERRALS





EL PASO UNITED
Community Resiliency Center

*The CRC is funded through the
U.S. Department of the Treasury
Emergency Rental Assistance
Act.*



OUR PANDEMIC RESPONSE



Modeled after success of the FRC, the CRC provides resource navigation through highly trained Resiliency Navigators, to El Pasoans financially impacted by COVID-19.

This investment includes collaborative outreach efforts and a cohesive mass media campaign to further expand our holistic message.



CRC PROGRESS TO DATE

EL PASO UNITED COMMUNITY RESILIENCY CENTER

364

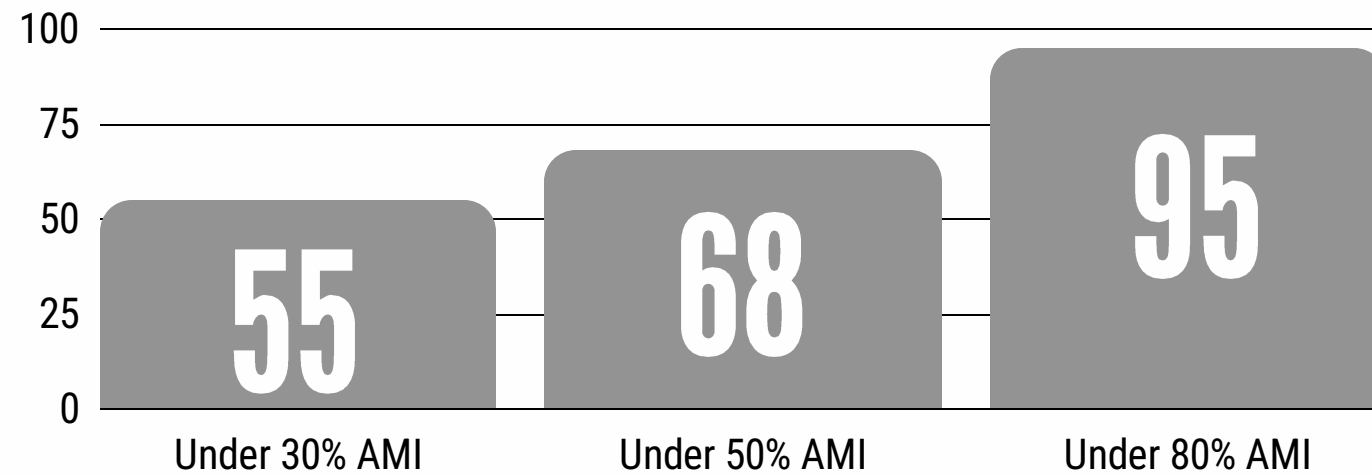
TOTAL CALLS RECEIVED

79

ELIGIBLE CLIENTS

212

INDIVIDUALS IN THE HOUSEHOLD



285

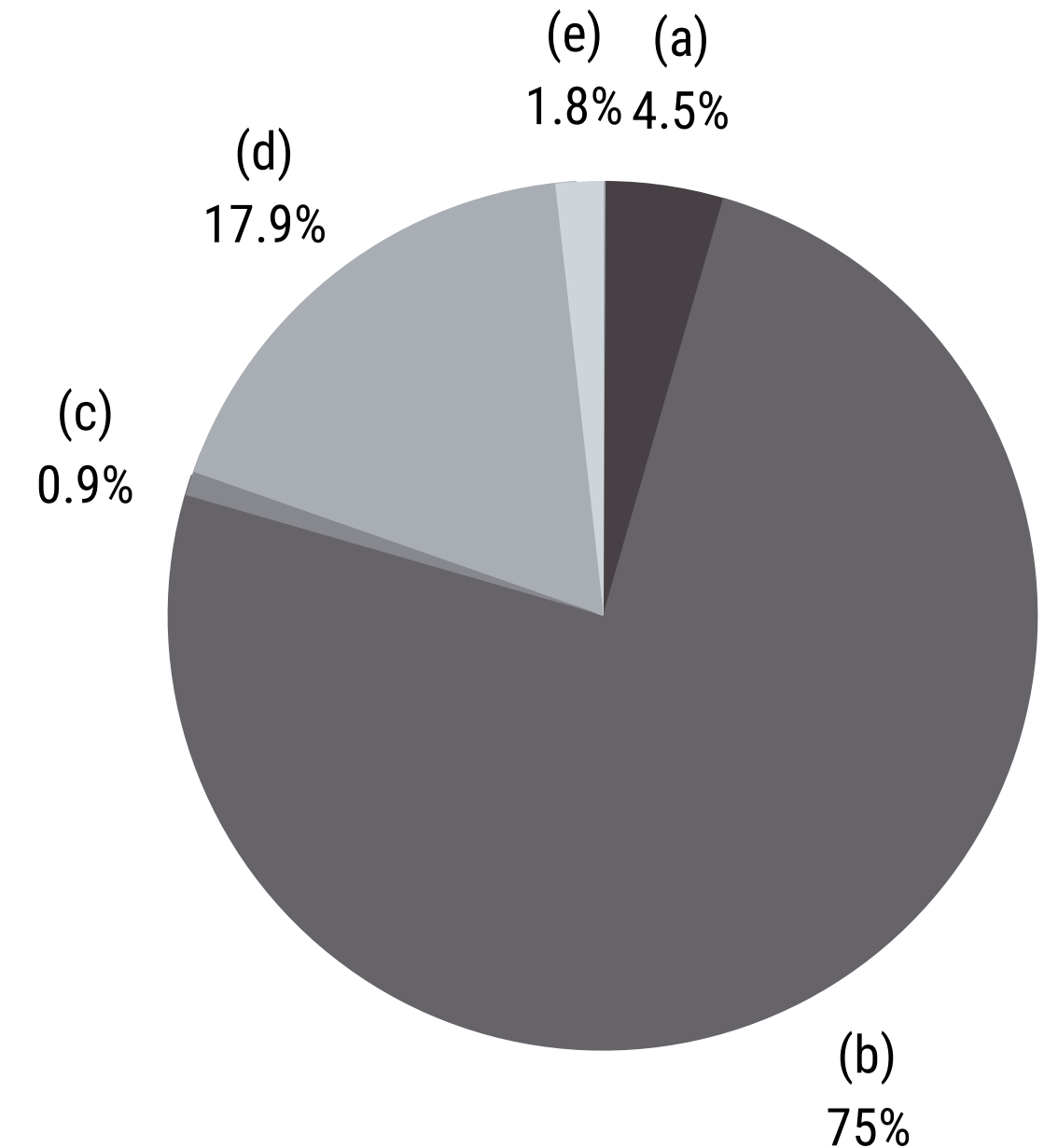
INELIGIBLE CLIENTS

ACCEPTANCE RATE OF CLIENTS 21.7%

130

TOTAL REFERRALS FOR ELIGIBLE CLIENTS

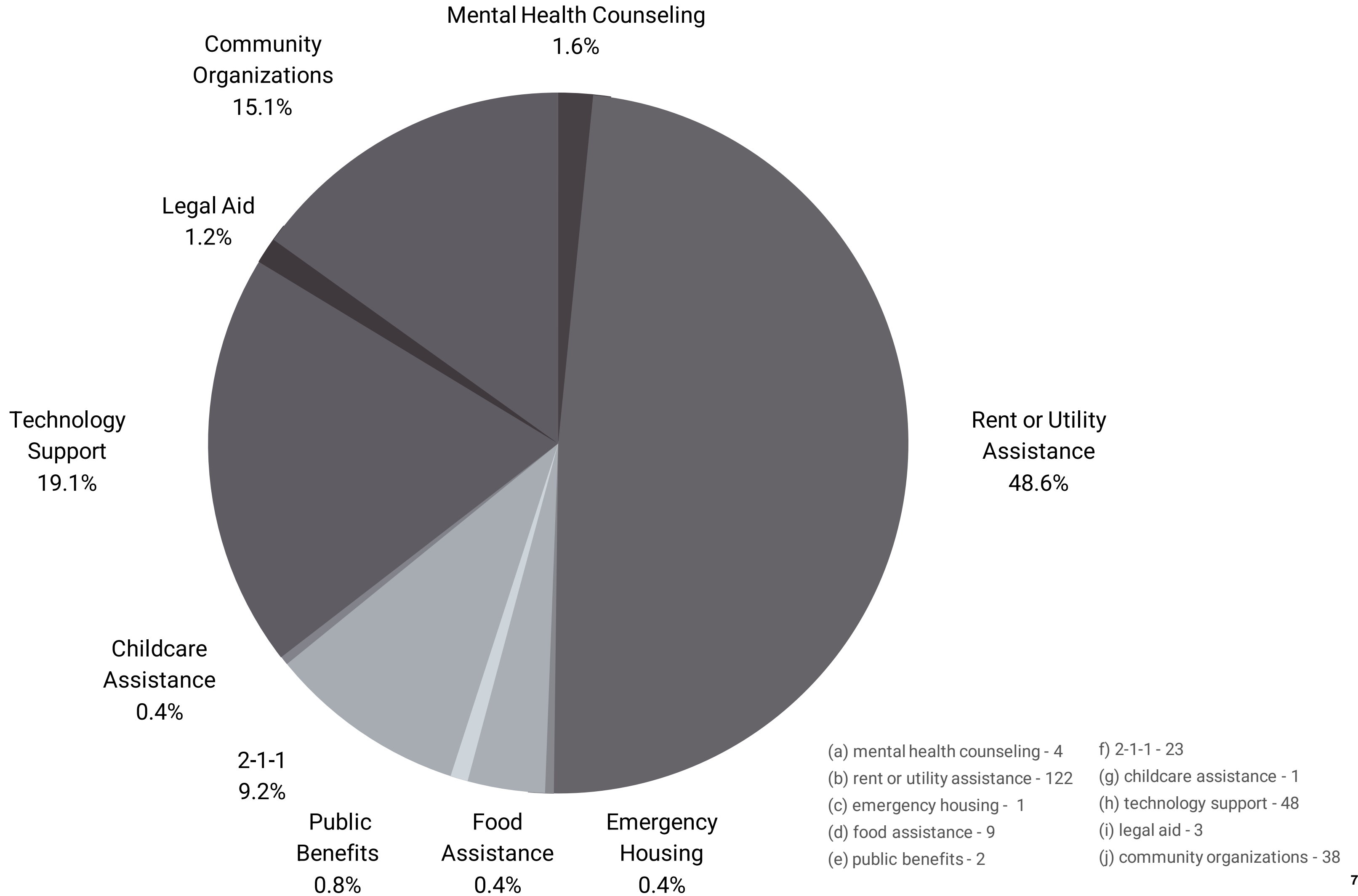
- (a) mental health counseling - 5
- (b) rent or utility assistance - 84
- (c) emergency housing - 1
- (d) food assistance - 20
- (e) workforce and job skill building programs - 2



285

COURTESY REFERRALS FOR INELIGIBLE CLIENTS

- | | |
|--------------------------------------|----------------------------------|
| (a) mental health counseling - 4 | f) 2-1-1 - 23 |
| (b) rent or utility assistance - 122 | (g) childcare assistance - 1 |
| (c) emergency housing - 1 | (h) technology support - 48 |
| (d) food assistance - 9 | (i) legal aid - 3 |
| (e) public benefits - 2 | (j) community organizations - 38 |





WHY THE CRC

In addition to navigation services once a client is enrolled at the CRC, clients are eligible for further assistance to address their long-term economic well-being.



Mental
Health
Counseling



Food
Assistance



Work Force and
Job Skill Building
programs



FAMILY RESILIENCY CENTER

(915) 775-2783

frc@unitedwayelpaso.org



[@elpasounited.frc](https://www.elpasounitedfrc.org)
www.elpasounitedfrc.org



COMMUNITY RESILIENCY CENTER

(915) 400-7401

crc@unitedwayelpaso.org



[@elpasounited.crc](https://www.elpasounitedcrc.org)
www.elpasounitedcrc.org



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-686, 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

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

AGENDA LANGUAGE:

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

Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019035 extending a Disaster Declaration due to a Public Health Emergency.

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

AGENDA DATE: June 21, 2021
PUBLIC HEARING DATE: June 21, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Mario M. D'Agostino, Fire Chief (915) 212-5605

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6. Set the standard for sound governance and fiscal management.

SUBGOAL: 6.8 Support transparent and inclusive government.

SUBJECT:

Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019035 extending a Disaster Declaration due to a Public Health Emergency.

BACKGROUND / DISCUSSION:

Emergency Ordinance No. 019190 which re-enacts Emergency Ordinance No. 019035 is set to expire on May 23, 2021.

PRIOR COUNCIL ACTION:

Since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly, with the most recent extension taking place on May 24, 2021.

AMOUNT AND SOURCE OF FUNDING:

None.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT: Department of Public Health

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



**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 May 24, 2021; and

WHEREAS, on June 4, 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 550; 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. 019190 which re-enacts Emergency Ordinance No. 019035 is set to expire on June 23, 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:

ORDINANCE NO. _____

20-1052-1069/PL#1086430v.2/KMN/JF/KM/Emergency Ordinance Re-enacting Ord. No. 019035 -
Extending Disaster Declaration July 2021

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.

PASSED AND ADOPTED, this ____ day of June, 2021.


THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



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

ORDINANCE NO. _____

20-1052-1069/PL#1086430v.2/KMN/JF/KM/Emergency Ordinance Re-enacting Ord. No. 019035 -
Extending Disaster Declaration July 2021



Legislation Text

File #: 21-689, 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

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

AGENDA LANGUAGE:

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

Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151; and further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169 and 019191; penalty as provided in Section 8.

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

AGENDA DATE: June 21, 2021
PUBLIC HEARING DATE: June 21, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Mario M. D'Agostino, Fire Chief (915) 212-5605

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6. Set the standard for sound governance and fiscal management.

SUBGOAL: 6.8 Support transparent and inclusive government.

SUBJECT:

Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151; and further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169 and 019191; penalty as provided in Section 8.

BACKGROUND / DISCUSSION:

The City Council desires to re-enact 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, as further re-enacted and amended on April 26, 2021 through Emergency Ordinance No. 019169, and as further re-enacted and amended on May 24, 2021 through Emergency Ordinance No. 019191, 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.

PRIOR COUNCIL ACTION:

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 May 24, 2021.

AMOUNT AND SOURCE OF FUNDING:

None.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT: Department of Public Health

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



**AN EMERGENCY ORDINANCE
RE-ENACTING EMERGENCY ORDINANCE NO. 019036,
AS RE-ENACTED, RESTATED AND AMENDED BY EMERGENCY ORDINANCE NO. 019151;
AND FURTHER RE-ENACTED AND AMENDED BY EMERGENCY ORDINANCE NOS.
019156, 019169 AND 019191; 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 May 24, 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, the City Council desires to re-enact 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, as further re-enacted and amended on April 26, 2021 through Emergency Ordinance No. 019169, and as further re-enacted and amended on May 24, 2021 through Emergency Ordinance No. 019191, which shall remain in effect for thirty days or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

1. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and as further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, and 019191 and penalty as provided in Section 8, is hereby re-enacted.
2. Except as amended herein, Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, and 019191, 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.

Ordinance No._____

3. 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.

PASSED AND ADOPTED, this ____ day of June, 2021.

THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



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

Ordinance No. _____



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-697, 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) 212-0065

AGENDA LANGUAGE:

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

Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019091, as amended by Emergency Ordinance No. 019119; Penalty as provided in Section 6.

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

AGENDA DATE: June 21, 2021
PUBLIC HEARING DATE: N/A (Work Session)

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6. Set the standard for sound governance and fiscal management

SUBGOAL: Subgoal 6.5. Deliver services timely and effectively with focus on continual improvement

SUBJECT:

Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019091, as amended by Emergency Ordinance No. 019119; Penalty as provided in Section 6.

BACKGROUND / DISCUSSION:

This item is 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. To achieve this, this item would re-enact Emergency Ordinance No. 019091 for 30 days to continue the suspension of various sections of the El Paso City Code to facilitate temporary uses on the public right of way and private property and continue the pilot program.

PRIOR COUNCIL ACTION:

March 13, 2020, the Mayor declared a local state of disaster for the City of El Paso resulting from a public health emergency.

March 17, 2020, El Paso City Council adopted Emergency Ordinance No. 019035 extending the City's Disaster Declaration due to a Public Health Emergency. Also on, March 17, 2020, El Paso City Council re-enacted its Emergency Ordinance extending the City's Disaster Declaration monthly, with the most recent extension taking place on August 31, 2020.

August 31, 2020, El Paso City Council adopted Emergency Ordinance No. 019091, which suspended various sections of the El Paso City Code to facilitate temporary uses on the public right of way and private property and established a pilot program.

September 28, 2020, El Paso City Council enacted an Emergency Ordinance Re-Enacting Emergency Ordinance No. 019091.

October 27, 2020, El Paso City Council enacted an Emergency Ordinance Re-Enacting Emergency Ordinance No. 019091. Also, City Council approved increasing the fine for all emergency directive violations from \$500 to \$1,000.

November 23, 2020, El Paso City Council enacted an Emergency Ordinance Re-Enacting Emergency Ordinance No. 019091, which included the amendment to increase the fine to \$1,000 (Ordinance No. 019119).

December 14, 2020, January 5, 2021, February 1, 2021, March 1, 2021, March 29, 2021, April 26, 2021, May 24, 2021 El Paso City Council enacted an Emergency Ordinance Re-Enacting Emergency Ordinance No. 019091.

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: Streets and Maintenance, Planning and Inspections

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Samuel Rodriguez

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

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

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

WHEREAS, City Council has re-enacted Emergency Ordinance Re-Enacting Emergency Ordinance No. 019091, each month, with the most recent re-enaction taking place on May 24, 2021(Ord. No. 019192) ("**Re-enacting Ordinance**"); and

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

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

WHEREAS, the City Council desires to re-enact its August 31, 2020, Emergency Ordinance No. 019091, as amended by Emergency Ordinance No. 019119, which shall take effect immediately, and remain in effect until July 21, 2021, or until otherwise terminated, re-enacted, or

ORDINANCE NO. _____

20-1052-1069 | 1087342

Re-Enactment of Emergency Ord. No.019091 (Emergency Measures)-Eighth Re-enactment
KMN | JSG

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.

PASSED AND ADOPTED, this ____ day of _____ 2021.


THE CITY OF EL PASO, TEXAS:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
City Engineer

ORDINANCE NO. _____

20-1052-1069 | 1087342

Re-Enactment of Emergency Ord. No.019091 (Emergency Measures)-Eighth Re-enactment

KMN | JSG



Legislation Text

File #: 21-677, 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 Attorney's Office, Lupe Cuellar, (915) 212-0033

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: June 21, 2021

PUBLIC HEARING DATE: Not applicable

CONTACT PERSON(S): Lupe Cuellar, cuellarg@elpasotexas.gov
Elizabeth Triggs, (915) 212-1619 triggsek@elpasotexas.gov

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6. Set the standard for sound governance and fiscal management

SUBGOAL: Sub-goal 6.8: Support transparent and inclusive government

SUBJECT:

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

BACKGROUND / DISCUSSION:

The 87th Texas Legislative Regular Session has ended. This agenda item is to provide City Council an end of session briefing and update concerning potential future legislative activities so that City Council may, if needed, provide additional direction to the legislative team.

PRIOR COUNCIL ACTION:

On May 24, 2021, City Council received a legislative update and provided additional direction. Prior to that, in the fall of 2020, City Council approved its State Legislative Agenda for the 87th Legislative Session, the document that guided the legislative team throughout the regular session.

AMOUNT AND SOURCE OF FUNDING:

None

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Attorney's Office

SECONDARY DEPARTMENT: City Manager's Office

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


Elizabeth Triggs, Strategic Partnerships Officer

June 21, 2021



City Council Work Session, Item 7

87th Texas Legislature

End of Session Update



Goal 6. Set the standard for sound governance and fiscal management

Provide an update on:

- Bills Filed
- City's Priority Legislative Initiatives
- City Related Bills Effective Immediately
- July 6 Update by Focused Advocacy on Special Session(s?) and Overall Political Atmosphere of Regular Session
- Council Direction on Adopting Special Session Legislative Agenda

El Paso State Delegation



Sen. Blanco

- Health & Human Services
- Higher Education
- Transportation
- Veteran Affairs & Border Security



Rep. Fierro

- Elections
- Licensing & Administrative Procedures



Rep. González

- Vice Chair, Appropriations
- Public Education



Rep. Moody

- Vice Chair, Calendars
- Judiciary & Civil Jurisprudence
- Redistricting



Rep. Ortega

- Higher Education
- Transportation



Rep. Ordaz Perez

- Business & Industry
- International Relations & Economic Development
- Resolutions Calendars

Current and Past Legislative Bill Activity

- **2017 Session:** 6,800 filed, more than 2,000 were city related; 1,220 passed of which 290 were city related
- **2019 Session:** 7,541 filed, more than 2,000 were city related; 4,581 passed of which 338 were city related
- **2021 Session:** 9,994 filed, more than 1,069 were city related; 3,798 passed which 249 were city related

City Priority Legislative Initiatives

- Appropriate money for the Defense Economic Adjustment Assistance Grant (DEAAG)
30 million dollars to the Program in the Appropriations Bill.
- Appropriate funding for the Wyler Aerial Tramway
5 million additional dollars to the Texas Parks and Wildlife Department for Repairs
- Seek legislation that will provide for more economic incentives and support for solar and renewable energy initiatives.
Bill filed by Senator Blanco did not get a committee hearing

City Priority Legislative Initiatives cont.

- Seek legislation that will clearly allow municipalities to convey city owned property as part of Chapter 380 economic development agreement
- Seek legislation that will expand program eligibility under the Texas Economic Development Act to include back office and large-scale warehouse distribution companies and extend the Act.

Neither the House or Senate bills filed by El Paso delegation made it to a Committee. Bills filed by members of other cities' delegation to extend the Act also did not pass.

Expires in December 2022.

City Priority Legislative Initiatives cont.

- Seek legislation that will strengthen community safety and prevent mass violence by strengthening existing laws to allow for a stronger more efficiently and consistently enforcement of laws and new legislation that will assist in the identification of risk indicators for potential threat to include the use and role of mental health professionals and ways to reduce the risk.

SB 162/ HB 347 - Relating to a false or misleading statement made to illegally acquire a firearm; creating a criminal offense. SB 162 passed and signed.

SB 168/HB 1016 - Relating to emergency school drills and exercises conducted by public schools. SB 168 passed and signed, eff. imm.

HB 103 - Requires the Texas Department of Public Safety to establish the Texas Active Shooter Alert System. Passed and signed.

City Priority Legislative Initiatives (cont.)

- Seek legislation concerning police reform and training that will enhance and foster public trust in the police department, to include the appropriation of funding to municipalities for the acquisition of police body cameras and storage of data obtained by body cameras
 - 15 Million Dollars was allocated in the Governor's Trusteed Program to the Body Worn Camera Program, Appropriations Bill
 - HB 323 - Relating to a law enforcement agency accreditation grant program.
 - HB 1938 - Relating to a grant program for law enforcement agencies to defray the cost of data storage for recordings created with body worn cameras

Police Reform Bills That Passed

- **SB 2212** Relating to the duty of a peace officer to request and render aid for an injured person.
- **SB 69** Relating to a duty for peace officers to intervene and make a report when a peace officer uses excessive force.
- **HB 3712** Relating to the training of and policies for peace officers.
- **SB 24** Relating to the procedures required before a law enforcement agency hires certain persons.
- **HB 54** Relating to accompanying and filming peace officers of state and local law enforcement agencies for producing reality television programs. (signed)

City Related Bills Signed by the Governor that are Effective Immediately



- **SB 3** Relating to preparing for, preventing, and responding to weather emergencies and power outages; increasing the amount of administrative and civil penalties.
- **SB 742** Relating to installment payments of ad valorem taxes on property in a disaster area or emergency area.
- **HB 17** relating to a restriction on the regulation of utility services and infrastructure based on the energy source to be used or delivered.
- **SB 858** Relating to the disclosure of information collected by a metropolitan rapid transit authority, regional transportation authority, municipal transit department, or coordinated county transportation authority under the public information law.

City Related Bills Signed by the Governor that are Effective Immediately cont.



- **HB 1118** Relating to state agency and local government compliance with cybersecurity training requirements.
- **SB 1334** Relating to the donation to the United States of certain facilities relating to a toll bridge by certain municipalities.
- **SB 877** Relating to the inspection of municipal buildings during a declared disaster.
- **HB 1276** Relating to the sale of certain food by food service establishments
- **SB 1122** Relating to participation in the comptroller's contracts for travel services.
- **SB 780** Relating to the authority of a local government to enter into an intergovernmental support agreement with a branch of the armed forces of the United States.

Other City Related Bills Signed by the Governor

- **HB 1900** Police Defunding
- **HB 914** Relating to the authority of certain municipal employees to request the removal and storage of certain abandoned or illegally parked vehicles
- **HB 1428** Relating to procurement by a political subdivision of a contingent fee contract for legal services.
- **SB 721** to the disclosure of appraisal reports in connection with the use of eminent domain authority.
- **HB 139** Relating to state occupational licensing of certain military veterans and military spouses
- **HB 2404** Relating to the creation and maintenance of a database of information regarding certain local economic development agreements; providing a civil penalty

City Related Bills (Pandemic Related) That Have Passed in Senate and House

- **SB 6** Relating to liability for certain claims arising during a pandemic or disaster related to a pandemic.
- **SB 967** Relating to the expiration of Public Health Orders.
- **SB 968** Relating to public health disaster and public health emergency preparedness and response; providing a civil penalty.
- **HB 2073** Relating to quarantine leave for fire fighters, peace officers, detention officers, and emergency medical technicians employed by, appointed by, or elected for a political subdivision.
- **SB 22** Relating to certain claims for benefits, compensation, or assistance by certain public safety employees and survivors of certain public safety employees.

City Related Bills That Have Passed in Senate and House

- **SB 1** General Appropriations Bill.
- **HB 5** Relating to the expansion of broadband services to certain areas.
- **SB 4** Relating to provisions in agreements between governmental entities and professional sports teams requiring the United States national anthem to be played at team events.
- **HB 33** - Relating to measures to facilitate the award of postsecondary course credit leading to workforce credentialing based on military experience, education, and training.
- **SB 1308** Relating to a study on the impacts of using certain motor vehicle technologies.

City Related Bills That Have Passed in Senate and House

- **HB 1869** Relating to the definition of debt for the purposes of calculating certain ad valorem tax rates of a taxing unit.
- **HB 1929** Relating to the breach of development agreement contracts governing land in the extraterritorial jurisdiction of certain municipalities.
- **HB 1927** Relating to provisions governing the carrying of a firearm by a person who is 21 years of age or older and not otherwise prohibited by state or federal law from possessing the firearm and to other provisions related to the carrying, possessing, transporting, or storing of a firearm or other weapon; creating criminal offenses
- **SB 1907** Relating to a feasibility study on the colocation of federal and state motor vehicle inspection facilities at ports of entry.

City Related Bills That Have Passed in Senate and House



- **HB 636** - Relating to the continuation and functions of the Texas State Board of Plumbing Examiners; authorizing a fee.
- **HB 2025** Relating to certain statutes and governmental actions that relate to the federal census.
- **SB 73** Relating to providing access to local public health entities and certain health service regional offices under Medicaid.
- **SB 726** Relating to establishing actual progress for the purposes of determining the right to repurchase real property from a condemning entity.

City Related Bills That Have Passed in Senate and House



- **SB 374** Relating to municipal annexation of certain rights-of-way.
- **SB 500** Relating to creating the criminal offense of operating a boarding home facility without a permit and to a study regarding the regulation of group homes.
- **SB 988** Relating to ad valorem taxation; creating a criminal offense.
- **SB 1438** Relating to the effect of a disaster on the calculation of certain tax rates and the procedure for adoption of a tax rate by a taxing unit.
- **SB 19** Relating to prohibited contracts with companies that discriminate against the firearm or ammunition industries.

Other City Related Bills Team Monitored that Did not Pass

- **HB 199** Relating to the establishment of a public law school in El Paso County
- **HB 1556** Relating to the Texas Economic Development Act.
- **HB 4242** Relating to the extension of the expiration of certain parts of the Texas Economic Development Act.
- **SB 10** Relating to the use by a county or municipality of public money for lobbying activities
- **SB 1947** Relating to the time for the issuance of municipal building permits.
- **HB 2700** Relating to agreements for municipal maintenance of state highway right-of-way.

Possible Items for the Special Session Legislative Agenda

- State Distribution of Federal Stimulus Funds
Advocate for putting some funds in the grant program for law enforcement agencies to defray the cost of data storage for recordings created with body worn cameras
- Voting Integrity Bill



Questions?



Legislation Text

File #: 21-688, 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, Karla M. Nieman, (915) 212-0033

City Attorney's Office, Manuel Arambula, (915) 212-0033

AGENDA LANGUAGE:

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Motion to Authorize Interim Rate Adjustment to Charge Amounts of Texas Gas Service, a Division ONE Gas, Inc. - West Texas Service Area for an interim rate adjustment (GRIP - Gas Reliability Infrastructure Program) Railroad Commission of Texas (21-1008-169) (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-682, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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Economic and International Development, Jessica Herrera, (915) 212-0094

AGENDA LANGUAGE:

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Economic Incentives for an Infill Development located in the City of El Paso (21-1007-2744) (551.087)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-684, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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Economic and International Development, Jessica Herrera, (915) 212-0094

AGENDA LANGUAGE:

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

Economic Incentives for a Manufacturing Company to be located in the City of El Paso (21-1007-2740)
(551.087) (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-690, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033

AGENDA LANGUAGE:

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Annual performance evaluation for City Attorney (551.074) (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-691, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

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City Attorney's Office, Kristen Hamilton-Karam, (915) 212-0033

AGENDA LANGUAGE:

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Annual performance evaluation for City Manager (551.074) (551.071)